



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 17, 2022, 4:00 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 May 17, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/81791678554?pwd=bmxWM3R6YUJ4RHRnMHhDT0UyY1BUUT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **817 9167 8554** Passcode: **885599**

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, Public Safety Support Unit, Porterville City Employees Association, Porterville City Firefighters Association, Fire Officer Series, and all unrepresented management employees.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Rae Dean Strawn. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) 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 case.

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

Pledge of Allegiance Led by Council Member Stowe

Invocation

PRESENTATIONS

Presentation of Audit for 2020-2021 Fiscal Year

Porterville Chamber of Commerce Annual Financial and Activity Report

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 - Cal Cities Policy Committee - April 28, 2022
- 2 - Local Initiatives Navigation Center (LINC) Committee - May 4, 2022
- 3 - Tulare County Association of Governments (TCAG) LocalMotion Awards - May 5, 2022
- 4 - Eastern Tule Groundwater Sustainability Agency (ETGSA) Board - May 5, 2022
- 5 - Eagle Mountain Casino Relocation - May 9, 2022
- 6 - Tulare County Water Commission - May 9, 2022
- 7 - Sexual Harassment Prevention Training - May 10, 2022
- 8 - TCAG Sustainable Corridor Committee - May 12, 2022
- 9 - Casino Relocation Committee - May 12, 2022
- 10 - San Joaquin Valley Spring Policy Conference - May 13, 2022
- 11 - Police Department Promotion Ceremony - May 16, 2022
- 12 - TCAG/ Tulare County Transportation Authority - May 16, 2022
- 13 - Tulare County Regional Transit Agency - May 16, 2022
- 14 - Carolita Apartments Groundbreaking - May 17, 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 - May 5, 2022
 2. Library & Literacy Commission - May 10, 2022
 3. Arts Commission
 4. Animal Control Commission - May 9, 2022
 5. Youth Commission - May 11, 2022
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update - April 2022
 2. Porterville Chamber of Commerce Annual Financial and Activity Report; Notice of Termination by the Porterville Chamber of Commerce of its Agreement with the City of Porterville

CONSENT CALENDAR

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

1. **Authorization to Purchase and Install Building Signage for the Temporary Library**
Re: Consider authorization for staff to hire McDivitt Sign Company to complete the building signage at the temporary library utilizing fire insurance funds in the amount of \$10,750.00, plus the City permit costs.
2. **Authorization to Repair Refuse Truck No. 6679**
Re: Consideration to authorize refuse truck repair by E.M. Tharp, Inc. - American Truck Parts at a cost not to exceed \$38,226.
3. **Authorization to Repair Refuse Truck No. 6689**
Re: Consideration to authorize refuse truck repair by E.M. Tharp, Inc. at a cost not to exceed \$5,937.
4. **Authorization to Repair Transit Vehicle No. 8113**
Re: Consideration to authorize the transit vehicle repair by Porterville Collision at a cost not to exceed \$24,209.
5. **Authorization to Award Contract - Island Annexation Area 475 Sewer Project**
Re: Considering award of contract in the amount of \$1,715,000 to Todd Companies for the Island Annexation Area 475 Sewer Project generally bound by Pioneer Avenue to the north, Henderson Avenue to the south, and Indiana Street to the west.
6. **Authorization to Execute Consultant Agreement with 4Creeks, Inc.**
Re: Consideration to authorize the Engineering and Project Management Director to execute the Consultant Service Agreement with 4Creeks, Inc. in the amount of \$1,029,971.

7. **Acceptance of Final Subdivision Map - The Villas at Sierra Meadows, Phase Two (Smee Homes, Inc.)**
Re: Consideration to approve the final subdivision map of The Villas at Sierra Meadows, Phase Two.
8. **Authorization to Distribute a Request for Proposals for an ADA Exterior Wheelchair Ramp Accessibility Grant Program**
Re: Consideration to authorize staff to distribute a Request for Proposals for a CDBG ADA Exterior Wheelchair Ramp Accessibility Grant Program.
9. **Replacement Water Delivery Program**
Re: Consideration of awarding water delivery service to residents within the Reclamation Area zone of Contribution. Residents have the option to participate in the water replacement delivery program as nitrate levels in their well exceed the maximum contaminated level of ten (10) mg/L.
10. **Authorization to Schedule a Public Hearing for the Public Health Goal Report**
Re: Consideration to schedule a Public Hearing to receive comments about the City's Public Health Goal Report intended to inform the public of drinking water contaminants that exceed the Public Health Goal set by Cal-EPA.
11. **Parks and Leisure Services Commission Meetings**
Re: Consideration to approve the Parks and Leisure Services Commission's request for a hiatus during the months of July and August 2022.
12. **Authorization of Street Closures for KJUG Concert Series and Military Banner Ceremony**
Re: Consideration to authorize the street closures for the KJUG Concerts on May 26, 2022, June 7, 2022, June 21, 2022; and authorize the street closure for the Military Banner Ceremony on May 27, 2022.
13. **Community Civic Event - Kern River Conservancy - Southern Sierra Film Festival - June 22, 2022**
Re: Consider approval of the Kern River Conservancy Application for a Community Civic Event permit to hold the Southern Sierra Film Festival on June 22, 2022, at Centennial Park between the hours of 6:30 p.m. to 9:30 p.m.
14. **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.
15. **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

16. **Assembly Bill 481 - Law Enforcement Military Equipment: Funding, Acquisition, and Use**

Re: Consideration to approve final adoption of the draft Ordinance establishing a Military Equipment Use Policy and give a second reading.

17. Public Hearing to Consider the Transition to Phase III of the City's Water Conservation Plan

Re: Consideration of the transition from Phase IV to Phase III of the City's Water Conservation Plan.

SCHEDULED MATTERS

18. Consideration of Calling November 8, 2022, General Election; Requesting Consolidation of Election; and Setting Specified Services

Re: Considering the consolidation of the Municipal Election of November 8, 2022, with Tulare County and setting election precepts.

19. Acceptance of Senate Bill 2 Pre-Approved Architectural Plans

Re: Consideration to accept the construction documents from RRM Design Group and authorize the release of plans to the public after approval of master plan set.

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 June 6, 2022 at 5:30 p.m.

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

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



CITY COUNCIL AGENDA – MAY 17, 2022

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

SOURCE: Public Works

COMMENT: 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 the 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 on 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 April 2022 show that a total of twenty-one (21) notices of violation were issued for water wasting, and no administrative citations were issued.

Water production for April 2022 shows no increase from the 5-year average. The monthly production for April was 254 million gallons, which is a twenty-two percent (22%) decrease in comparison to the monthly production for April 2013 of 325 million gallons. Residential consumption for April 2022 was ninety-seven (97) 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 production for the City of Porterville's conservation efforts will be reflected from June 2015 through April 2022. Porterville's cumulative total production conservation through April 2022 is twenty-one percent (21%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through April 2022. Porterville's cumulative total GPCD conservation through April 2022 is twenty-five percent (25%).

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of twenty-eight percent (28%) with an additional two percent (2%) reduction for climate adjustment, making the City's conservation standard twenty-six percent (26%). After reviewing the Water Board's Self-Certification criteria for drought impacts on water supplies, the City 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, and meets the minimum twenty percent (20%) conservation standard defined in the City's Urban Water Management Plan, and assists the City in meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

The State Water Board 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 a twenty-two percent (22%) decrease from April 2021 to April 2022.

RECOMMENDATION: Information Only

ATTACHMENTS:

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

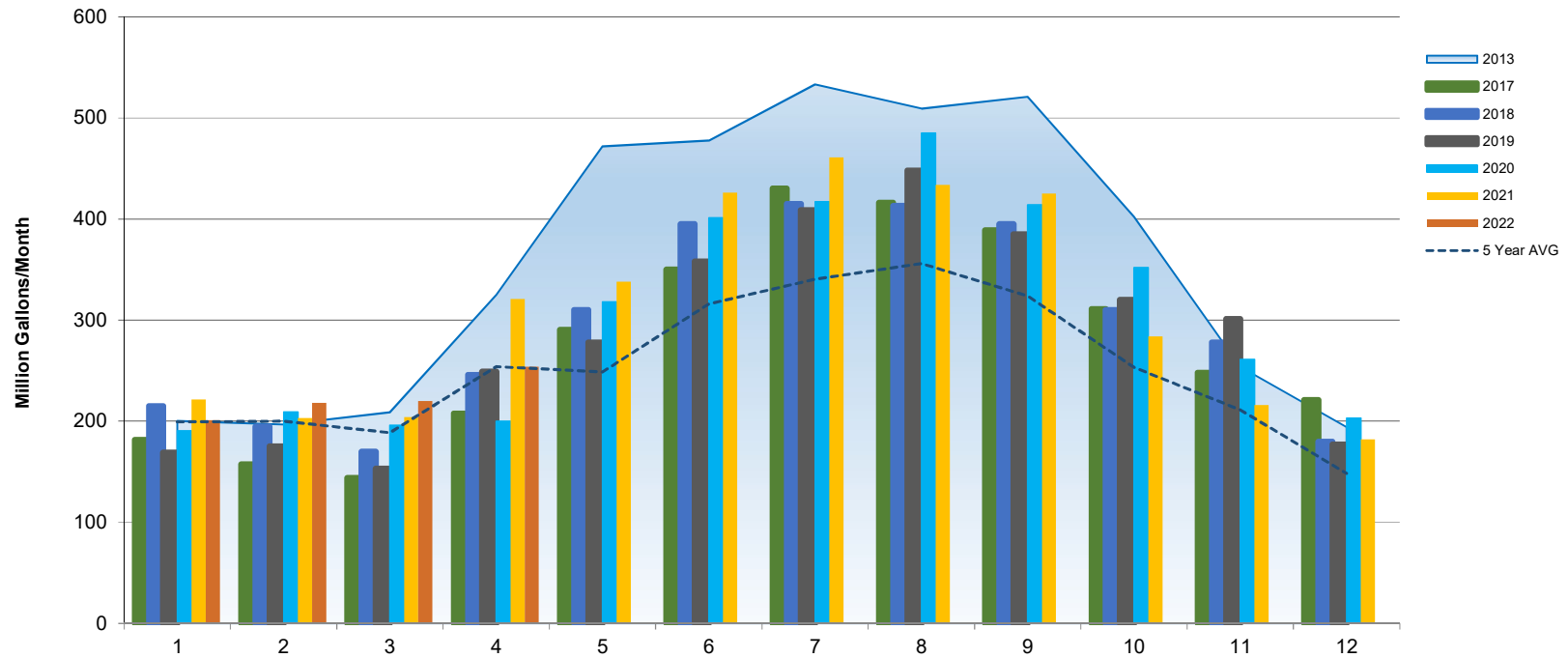
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

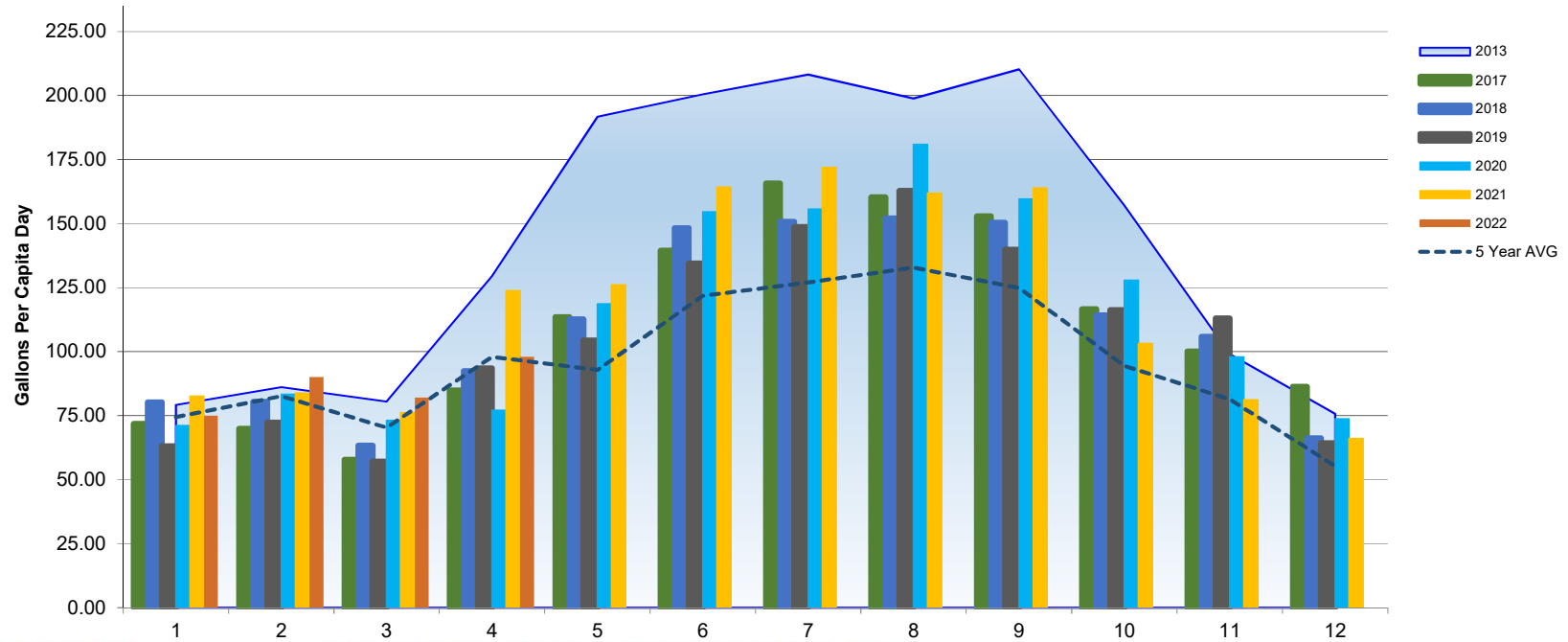


Production Cumulative Total 20.7%

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

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
April 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%	-15.6%								

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 – MAY 17, 2022

SUBJECT: 2. Porterville Chamber of Commerce Annual Financial and Activity Report; Notice of Termination by the Porterville Chamber of Commerce of its Agreement with the City of Porterville

SOURCE: City Manager's Office

COMMENT: On the recommendation of the City's Internal Audit Committee, at its meeting on October 19, 2021, the City Council approved the current Agreement between the City and the Porterville Chamber of Commerce. Pursuant to the Agreement, the Chamber is required to provide its annual financial report and report of programs and activities for the prior year, as well as its written plan for the same for the upcoming year.

Due to recent changes of the Chamber's President/CEO, the Chamber submitted a written request that the Council grant an extension to the Chamber of the required reports from April 15th to the Council's meeting of May 17, 2022. At its meeting on April 5, 2022, the Council approved the Chamber's requested extension, with the Agreement provision for termination be extended from May 1st to June 3, 2022.

The Chamber has presented its annual financial report and report of programs and activities, which will be made by the Chamber as a Presentation to the Council and is enclosed for the Council's information and reference.

On May 11, 2022, consistent with the Council's action at its meeting on April 5, 2022, the Chamber provided written notice to the City that it was terminating the Agreement effective June 30, 2022. In the absence of an Agreement, the Chamber has prepared and presented a draft Memorandum of Understanding for the Council's consideration of how the Chamber and the City could continue to coordinate in support of the community.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Agreement between the City of Porterville and the Porterville Chamber of Commerce
2. Porterville Chamber of Commerce Extension Request Letter (March 30, 2022)
3. Addendum No. 1 to the Agreement between the City of Porterville and the Porterville Chamber of Commerce

4. Annual Activity Report
5. Summary Balance Sheet: April 2021 - April 2022
6. Profit & Loss: April 2021 - April 2022
7. Porterville Chamber of Commerce Form 990 (2020)
8. Porterville Chamber of Commerce Notice of Termination of Agreement (May 11, 2022)
9. Porterville Chamber of Commerce Proposed Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

AGREEMENT BETWEEN
THE **CITY OF PORTERVILLE** AND
THE **PORTERVILLE CHAMBER OF COMMERCE**

This agreement is made and entered into as of the last date of execution as set forth below, by and between the CITY OF PORTERVILLE, hereinafter referred to as "City", and the PORTERVILLE CHAMBER OF COMMERCE, hereinafter referred to as "Chamber", both of whom understand and agree as follows:

WHEREAS, the City is desirous of maintaining and asserting positive community values, of disseminating information relative to promoting the advantages of Porterville, and of supporting public interest activities; and

WHEREAS, the City is authorized by law to approve the expenditure of monies accruing to the General Fund in any one fiscal year for music and promotional activities, including promotion of city- affiliated programs, and to promote and support activities that assist the general welfare of its community members and

WHEREAS, the Chamber is actively engaged in promoting civic, social, and cultural events, programs and activities, and is organized, equipped, and capable of conducting such activities on behalf of and/or benefitting the City; and

WHEREAS, it is not the intent of the City to fully underwrite, subsidize, or sponsor any particular program or activity, but to provide contributing support towards the maintenance and continuance of certain existing programs and activities of the Chamber, which best achieve the lawful objectives of the City.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. Chamber Responsibilities.

The Chamber shall undertake or maintain a variety of programs and activities every year that support the City's and its mutual goals of assisting and benefitting the Porterville business community. These can include, but are not limited to, the following:

- A. Continue to carry on programs and promotional activities that include:
 - 1. Informational solicitations, information pool, referral services, and the visitor information bureau.
 - 2. Holiday advertising campaigns, and the design and construction of the Porterville booth for regional fairs and expositions.
 - 3. Printing and distribution of informational pamphlets and brochures.
- B. All duties and responsibilities relating to the following:
 - 1. Locating, scheduling, coordinating, and programming for Centennial Park's Friday night activities for April, May, and June except for Fair and community Festival weekends. The City will provide logistical support.
 - 2. Planning and coordinating the Fall Community Festival, at Centennial Park, in October. The City will provide logistical support.
 - 3. Providing any other assistance as may be mutually agreed upon from time to time during the period of this Agreement.
- C. Chamber shall coordinate with the City in its provision of its logistical and other support concerning all Chamber activities, jointly sponsored activities, or other events, where City assistance is necessary or appropriate.
- D. Activities promoting and supporting the City of Porterville as a gateway to the Sequoia National Forest and Giant Sequoia National Monument,

including not limited to efforts such as the "Mighty 190" program.

- E. Activities providing support and assistance to the local businesses in the community aiding in navigating the current events/issues. For example, the development of tools and programs to assist local businesses, particularly smaller businesses, in continuing to engage with customers in light of the existent economic conditions.
- F. By April 15th of each year, furnish annual financial and activity reports to the City covering the programs and activities under for the prior year, and a written plan concerning the programs and activities planned for the upcoming year, with specific emphasis on sufficient relevant information to satisfy the terms and intent of this Agreement as heretofore enumerated. The Chamber shall also furnish the City with copies of its annual financial reports within thirty (30) days after they are prepared.

II. City Responsibilities. As consideration for the above-mentioned responsibilities, the City shall:

A. Commencing July 1, 2022, pay the Chamber the sum of \$35,000.00 per year, with said payment made quarterly in four equal payments of \$ \$8,750.00 by July 31, October 31, January 31, and April 30. However, such annual payments shall not be made until receipt by the City of the quarterly activity reports referred to in paragraph I(C) for the preceding reporting period, and presentation to the City Council, at the next available regular City Council meeting (taking into account agenda legal noticing requirements).

B. Engage on a regular basis with the Chamber as follows:

- 1. City shall coordinate with the Chamber to provide logistical support, permitting, permissions, and authority concerning chamber activities.
- 2. A City representative(s) shall provide status reports to the Chamber at and attend the regularly scheduled Governmental Affairs Committee (GAC) meeting.

4. Enlist a member of the City staff to service in the Chamber Ambassador Program.

III. Monthly Meetings. The City Manager and the Chamber Executive Director shall personally meet on at least a monthly basis to discuss the needs of the parties, improve communication, and coordinate action (or the procedures for such action) to promote business development in Porterville. From time to time, the parties may designate alternative staff members for the meetings, if and when the need arises.

IV. Term. This agreement shall be in effect commencing date of execution of this Agreement and shall continue in effect until June 30, 2023, and thereafter on a year-to-year basis, beginning on July 1 of each year, until terminated according to paragraph IV of this Agreement.

V. Unilateral Termination. This Agreement may be terminated by either party, and for any reason, providing written notice to the other on or before May 1 of the fiscal year prior to such Termination. This Agreement shall terminate on June 30 following the date such notice is received by the non-terminating party.

VI. Annual Review. This Agreement shall be reviewed annually on or before April 15 to determine whether it should be amended to increase or decrease the amount of consideration required of either party, including the amount payable to the Chamber. Subject to City budgetary limitations, any increases or decreases shall be based on services provided and expected to be provided during the then current and next fiscal years by the Chamber, and the expected tax revenues to the City from business activities during the then current and next fiscal years.

VII. Amendment. This Agreement may be amended or modified only by a writing signed by both parties. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions.

VIII. Insurance Requirements. Chamber shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services provided under this agreement. Coverage shall be as broad as required below.

A. Commercial General Liability (CGL) insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$1,000,000 per occurrence, and an aggregate limit of \$2,000,000. This CGL coverage is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

B. Workers Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

The City, its officers, officials, employees, and volunteers are to covered as insureds with respect to liability arising out of or in connection with the services provided by Chamber under this agreement.

Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the City. Further, the policies required above shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Chamber shall furnish the City with certificates of coverage and amendatory endorsements or copies of the applicable policy language.

IX. Indemnification. To the fullest extent permitted by law, the Chamber shall indemnify, defend and hold harmless the City, its officers, employees, agents, and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of Chamber's performance of its obligations under this agreement or out of the operations conducted by the Chamber, including the City's active or passive negligence except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the Chamber's performance of this agreement, the Chamber shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

This indemnification obligation shall continue beyond the term of this agreement and

any amendments as to any acts or omissions occurring under this agreement and any amendments, or an extension of this agreement.

X. Assignment. This Agreement shall not be assigned by the Chamber without the written consent of the City, and such consent may be withheld for any reason.

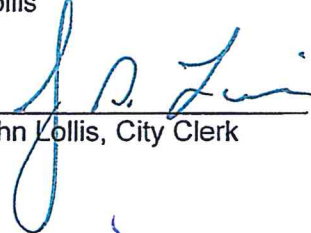
XI. Notices. All notices required by the Agreement shall be in writing and delivered in person or sent by registered mail, postage prepaid.

XII. Relationship of Parties. It is understood that the contractual relationship of the Chamber to the City is that of an independent contractor.

Date: 03/30/2022

CITY: 
Martha A. Flores, Mayor

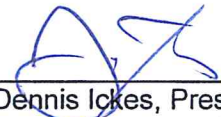
ATTEST
John Lollis

By: 
John Lollis, City Clerk

Date: 4/8/2022

CHAMBER: 
Kristy Martin, CEO

ATTEST

By: 
Dennis Ickes, President
Chamber Board of Directors

APPROVED AS TO FORM:


Julia Lew, City Attorney



March 30, 2022

Porterville City Council
City of Porterville
291 North Main Street
Porterville, California 93257

Re: Porterville Chamber of Commerce – Request for Extension for Annual Reports

Dear Porterville City Council:

As you are aware, under Paragraph I.F. of the Agreement Between the City of Porterville and the Porterville Chamber of Commerce ("Chamber") is to:

By April 15th of each year, furnish annual financial and activity reports to the City covering the programs and activities under for the prior year, and a written plan concerning the programs and activities planned for the upcoming year, with specific emphasis on sufficient relevant information to satisfy the terms and intent of this Agreement as heretofore enumerated. The Chamber shall also furnish the City with copies of its annual financial reports within thirty (30) days after they are prepared.

Request is hereby made to allow a one-month extension to provide these reports for the report falling due April 15, 2022, only. The new deadline the Chamber requests is May 17, 2022.

The Chamber's most recent CEO, Christina Clausen, just quit and the new CEO, Kristy Martin needs time to gather the necessary information to provide meaningful reports to the Council. Therefore, this courtesy is requested.

Please advise whether this is acceptable to the City Council.

Yours truly,

A handwritten signature in blue ink, appearing to read "Dennis Ickes", written over a horizontal line.

Dennis Ickes
Immediate Past Board Chair

Cc: Julia Lew - jmleew@mkjw.com

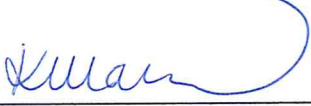
**ADDENDUM NO. 1 TO AGREEMENT BETWEEN THE CITY OF
PORTERVILLE AND THE PORTERVILLE CHAMBER OF COMMERCE**

This Addendum to the Agreement Between the City and the Porterville Chamber of Commerce, was approved by the Porterville City Council on April 5, 2022 and is hereby made a part of the Agreement entered into by the parties on April 4, 2022.

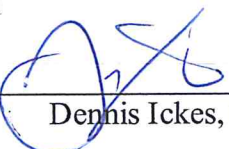
1. The Chamber's deadline pursuant to Section I.F. of the Agreement is extended this year only, from April 15, 2022 to May 17, 2022.
2. The termination notice deadline set forth in Section V. of the Agreement is extended this year only, from May 1, 2022 to June 3, 2022. The termination date (June 30) remains the same as specified in that section.
3. All other terms as outlined in the Agreement entered into on April 4, 2022, and not inconsistent with this Addendum, shall remain in full force and effect.

Dated: 4/28/22

CHAMBER OF COMMERCE

BY: 
Kristy Martin, President/CEO

ATTEST

BY: 
Dennis Ickes, Board President

CITY OF PORTERVILLE

BY: 
Martha A. Flores, Mayor

ATTEST:


John Lollis, City Clerk

Approved as to Form:


Julia Lew, City Attorney



Annual Report
April 2021-April 2022



Porterville Chamber of Commerce

2021-2022 Board of Directors

Dennis Ickes

BOARD CHAIR

Tule River Economic Development Corp
2020-2023 Term

Dan Blazar

VICE CHAIR OF FINANCE

Sierra View Medical Center
2020-2023 Term

Megan Tree

VICE CHAIR OF MEMBER SERVICES

Staff Worthy
2021-2024 Term

Alex Martin

VICE CHAIR OF EVENTS

Valley Strong
2021-2024 Term

Isaac Martinez

VICE CHAIR OF COMMUNITY OUTREACH

State Farm Insurance
2020-2023 Term

Joshua B. Pearson

DIRECTOR

Pearson Development Co/JB Pearson Construction
2021-2024 Term

Cindy Fernandez

DIRECTOR

Keller- Williams
2020-2023 Term

Ricardo Armendarez

DIRECTOR

ZeroNox Inc
2021-2024 Term

Ryan Leasure

DIRECTOR

Workforce Investment Board of Tulare County
2021-2024 Term

Jovanna Aguilera

DIRECTOR

KTIP La Poderosa
2019-2022 Term

Alexander Reed-Krase

DIRECTOR

Krase, Bailey, Reed-Krase, LLP
2021-2024 Term

Stephanie Torres

DIRECTOR

Valley Cleaning & Restoration
2021-2024

Layton Johns

DIRECTOR

Webb & Sons Construction
2020-2023 Term

Vacant

DIRECTOR

2020-2023 Term

Vacant

DIRECTOR

2019-2022 Term

Ambassadors



- ◆ Adonas Nuckols- Nuckols Ranch
- ◆ Alida Verduzco Silva- Sierra View Medical Center
- ◆ Amanda Yan- Hergeshimers
- ◆ Anetta Price- Porterville Sheltered Workshop
- ◆ Cheleasa Calle- Navy Recruiting Station
- ◆ David Shimer- Burton School District
- ◆ James Reyna- Galaxy 9 Theatres
- ◆ Laurie Arellano- Valley Strong
- ◆ LeeAnna Walker- Porterville Sheltered Workshop
- ◆ Michael Warden- Eagle Mountain Casino
- ◆ Richard Eckhoff- Valley Adult Day Services/Sierra Trophies
- ◆ Scott Bowler- Employment Connection

25 New Members

- Birria Y Pollos - El Guero
- Bloom Farms
- Boot Barn
- Capital Pensions & Insurance Solutions
- CentralCalExplored
- Dealers Choice, Inc.
- E. Williams & Sons Enterprises, Inc.
- Five Star Realty
- Fugazzis Palace
- G & G Home Buyers, Inc.
- Java Express
- Lavish Salon
- Mother Earths Gemz
- Porterville Little Libraries
- Porterville Storage
- Residential Bancorp
- Sani Binz
- Superior Limousine
- T A Saleh Enterprises, Inc.
- Tangled Tails Pet Grooming
- Teapot Acres
- The Lantern
- The Mud House
- Tulare County Kings View South One Stop
- United States Navy NRS Porterville

Ribbon Cuttings



BOOT BARN

Porterville Ribbon Cutting



FRIDAY, FEBRUARY 18TH, 2022 @ 11 AM
675 W. VANDALIA AVE

GRAND OPENING WEEKEND!

SPECIAL OFFERS, BOOT GIVEAWAY, PRIZE WHEEL, LIVE
MUSIC, VINTAGE VOLKSWAGEN PHOTO BOOTH, TAP TRUCK,
COLORING STATION WITH THE SPRINGVILLE ROODEO QUEEN &
PRINCESS



Porterville
Storage



Inquires

Inquires include telephone calls, emails and walk-ins into our front lobby.

- Covid testing locations
- DUI classes
- Halloween community events
- Housing information
- New business inquiries
- Volunteer/Community service hours
- Veteran Banners
- Vaccine Clinics
- Veteran's Day Parade
- Christmas Parade
- Cars Under the Stars
- Community Events
- Phone Books
- Map request
- Relocation packets
- Santa locations
- Balch Park/Tourism
- AC Services
- Restaurant Directory
- Vaccine Incentives
- Small Business Loans/Grants
- Attorney Services
- Porterville Fair
- Antique stores

Community Participation

- ◆ The Mighty 190
- ◆ Sequoia Tourism Council
- ◆ P8 Coalition
- ◆ Flag Day Committee
- ◆ Various internships/externships
 - ◆ High schools
 - ◆ CSET
- ◆ Public events
 - ◆ Paper shredding event
 - ◆ Christmas Parade
 - ◆ Music on Main
 - ◆ Cars Under the Stars
 - ◆ Halloween event at Galaxy Theaters
 - ◆ First Friday Coffee



On Going

- ◆ Publications
 - ◆ Membership Directory & Visitor's Guide
 - ◆ The Sequoia Visitor guide (STC)
- ◆ Government Affairs Committee
 - ◆ Updating policy platform
- ◆ Workshops
 - ◆ TBD by Chamber member needs; seeking to partner with SBDC, CSET, WIB, etc. for trainings
 - ◆ Grow with Google Partner
- ◆ Internship opportunities for local students
- ◆ Stronger social media presence
 - ◆ 4,965 Facebook Followers
 - ◆ 1,798 Instagram Followers
 - ◆ 1,219 Newsletter Subscribers



Upcoming

Flag Day

- June 13th at Grocery Outlet

First Friday Coffee

- First Friday of every month
- Sponsored by different local businesses
- Networking, Breakfast, & Information
- June 3rd hosted by Eagle Mountain Casino

Golf Tournament

- June 17th at River Island Country Club
- Opportunities for business sponsorships, promotion, &

Business After Hours

- June 16th hosted by Eagle Mountain Casino

Music on Main St.

- Friday nights in Spring (5/20 last night)
- Local talent
- Local craft vendors

Thank you for the continued support
and the opportunity to serve our
community



10:20 AM

05/11/22

Accrual Basis

Chamber of Commerce of Porterville
Summary Balance Sheet
As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	75,854.10
Accounts Receivable	11,429.00
Total Current Assets	87,283.10
Fixed Assets	310,971.80
TOTAL ASSETS	398,254.90
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	-65.88
Other Current Liabilities	77,019.68
Total Current Liabilities	76,953.80
Long Term Liabilities	226,596.09
Total Liabilities	303,549.89
Equity	94,705.01
TOTAL LIABILITIES & EQUITY	398,254.90

Chamber of Commerce of Porterville
Profit & Loss

April 2021 through April 2022

Apr '21 - Apr 22

Ordinary Income/Expense

Income

Advertising

Business Directory 1,103.00

Total Advertising 1,103.00

Ambassadors Income

Ambassadors Lunch 210.00

Total Ambassadors Income 210.00

Awards Banquet 8,383.00

Business & Education

Labor Law Posters 1,281.98

Total Business & Education 1,281.98

Christmas Parade

Vendor Fees 812.00

Total Christmas Parade 812.00

City of Porterville Income 17,500.00

Iris Festival

Compliance Deposit 560.00

Space Rental 1,485.00

Total Iris Festival 2,045.00

Membership Dues 98,360.25

Misc. Income

Certificate of Origin 2,490.78

Total Misc. Income 2,490.78

Payroll Tax Credit 80.11

Product Sales

Business Development 14.00

Total Product Sales 14.00

Reimbursed Expense

Office Supplies 231.05

Total Reimbursed Expense 231.05

Rental Income

Rental/Leases/Other 27,764.43

Total Rental Income 27,764.43

Special Events Income

Drive In Movie 61.00

Golf Tournament

Sponsorships 5,264.85

Total Golf Tournament 5,264.85

Music on Main 2,547.00

Special Events Income - Other 3,464.61

Total Special Events Income 11,337.46

Total Income 171,613.06

Expense

Advertising Exp 1,937.41

Chamber of Commerce of Porterville

Profit & Loss

April 2021 through April 2022

	<u>Apr '21 - Apr 22</u>
Ambassador Expenses	
Meals	540.03
Total Ambassador Expenses	<u>540.03</u>
Awards Banquet Expenses	
Decorations	1,652.13
Equip & Facility Rental	859.00
Food & Beverage	3,864.71
Supplies	683.20
Total Awards Banquet Expenses	<u>7,059.04</u>
Bank & Other Finance Charges	
Credit Card Processing Fees	1,244.10
Total Bank & Other Finance Charges	<u>1,244.10</u>
Building Expenses	
Loan Interest	15,505.71
Office Expenses	
Building Expense	582.95
Janitorial Services	1,886.14
Supplies	1,535.75
Total Office Expenses	<u>4,004.84</u>
Total Building Expenses	<u>19,510.55</u>
Computer Equip. & Maint.	10,002.17
Continuing Ed & Conferences	
Employer's Seminars	575.00
WACE Conference	2,687.27
Total Continuing Ed & Conferences	<u>3,262.27</u>
COVID Safety Expenses	17.55
Depreciation Expense	15,029.00
Dues	665.00
Equipment-Maintenance/Rentals	
Copier	-105.00
Total Equipment-Maintenance/Rentals	<u>-105.00</u>
First Friday Coffee expense	
Food	150.00
Total First Friday Coffee expense	<u>150.00</u>
Insurance - Directors	2,626.00
Insurance - Fire & Liability	4,979.00
Insurance - Health & Life	586.02
Insurance - Worker's Comp	941.38
Meetings	
Committees	109.91
Total Meetings	<u>109.91</u>
Member Appreciation	113.47
Membership	
Decals	504.74
Event	

Chamber of Commerce of Porterville Profit & Loss

April 2021 through April 2022

	Apr '21 - Apr 22
Consultant Fees & Expense	161.74
Supplies	265.15
Total Event	426.89
Total Membership	931.63
Misc. Expense	513.43
Outside Services	
CPA	2,950.00
Payroll Service	235.96
Tech Services	1,016.00
Temp Service	720.00
Outside Services - Other	-214.67
Total Outside Services	4,707.29
Payroll Taxes	5,755.31
Postage Expense	899.00
Printing	738.02
Product Purchases	
Business Development	490.00
Total Product Purchases	490.00
Retreat	287.79
Salaries & Wages	
Regular Earnings	72,677.25
Salaries & Wages - Other	17,044.60
Total Salaries & Wages	89,721.85
Services & Repairs	1,569.07
Special Events Expense	
Christmas Parade Exp	
Expenses	2,000.86
Total Christmas Parade Exp	2,000.86
Drive In Movie	2,741.25
Golf Tournament	532.20
Iris Festival Expenses	
Iris Festival Refund	2,710.00
Space Refund	155.00
Total Iris Festival Expenses	2,865.00
Music on Main	
Entertainment	2,973.25
Music on Main - Other	533.00
Total Music on Main	3,506.25
Nonprofit Raffle Registration	30.00
Shredding Event	-95.00
Special Events Expense - Other	0.00
Total Special Events Expense	11,580.56
Subscriptions	
Zoom Video Communications	163.56
Total Subscriptions	163.56

Chamber of Commerce of Porterville
Profit & Loss

April 2021 through April 2022

	<u>Apr '21 - Apr 22</u>
Supplies	
Supplies - Office	
HP Ink	374.69
Supplies - Office - Other	2,963.44
Total Supplies - Office	<u>3,338.13</u>
Total Supplies	3,338.13
Taxes - Income	301.02
Taxes - Property	13,602.82
Telephone	
Local Telephone	105.81
Mobile Phones & Internet	498.22
Total Telephone	<u>604.03</u>
Travel	
Travel - Mileage	222.43
Travel - Other	1,003.37
Total Travel	<u>1,225.80</u>
Utilities	
Alarm	2,686.47
Building Maintenance	354.29
City Utilities/water/refuse	2,737.58
Electricity	4,545.73
Gas Co.	1,497.68
Pest Control	156.00
Utilities - Other	479.48
Total Utilities	<u>12,457.23</u>
Web Site Maintenance	3,600.96
Total Expense	<u>221,155.40</u>
Net Ordinary Income	-49,542.34
Other Income/Expense	
Other Income	
Federal Tax Return	1,605.49
Total Other Income	<u>1,605.49</u>
Net Other Income	1,605.49
Net Income	<u><u>-47,936.85</u></u>

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2020 calendar year, or tax year beginning 11/01, 2020, and ending 10/31, 2021

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C
PORTERVILLE CHAMBER OF COMMERCE
93 N MAIN A
PORTERVILLE, CA 93257

D Employer identification number

94-0778210

E Telephone number

559-784-7502

G Gross receipts \$ 193,281.

F Name and address of principal officer: DENNIS ICKES

SAME AS C ABOVE

H(a) Is this a group return for subordinates? Yes ☐ No ☒H(b) Are all subordinates included? Yes ☐ No ☐
If "No," attach a list. See instructionsI Tax-exempt status: 501(c)(3) ☒ 501(c) (6) (insert no.) 4947(a)(1) or 527

J Website: N/A

K Form of organization: Corporation ☐ Trust ☐ Association ☐ Other ☐

H(c) Group exemption number

L Year of formation:

M State of legal domicile:

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: PROMOTE ENTERPRISE SYSTEM		
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	
	6	Total number of volunteers (estimate if necessary)	6	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	90,000.	15,000.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	99,331.	157,405.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	19,266.	20,876.
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	208,597.	193,281.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	74,802.	86,033.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25)		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	100,021.	101,441.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	174,823.	187,474.
Net Assets or Fund Balances	19	Revenue less expenses. Subtract line 18 from line 12	33,774.	5,807.
	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)	507,367.	420,999.
	22	Net assets or fund balances. Subtract line 21 from line 20	415,499.	323,324.
		91,868.	97,675.	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date
	DENNIS ICKES		BOARD CHAIR
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	MARTY LALANNE	MARTY LALANNE	3-28-22
	Firm's name	Firm's EIN	
	Firm's address	Firm's EIN	
		Check ☒ if self-employed	PTIN
			P00012176
		Firm's EIN	20-3562444
		Phone no.	(559) 781-6617

May the IRS discuss this return with the preparer shown above? See instructions

Yes ☒ No ☐

BAA For Paperwork Reduction Act Notice, see the separate instructions.

TEEA0101L 01/19/21

Form 990 (2020)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III. ☐

- 1 Briefly describe the organization's mission:

PROMOTE ENTERPRISE SYSTEM

- 2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?
- ☐
- Yes
- ☒
- No

If "Yes," describe these new services on Schedule O.

- 3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?
- ☐
- Yes
- ☒
- No

If "Yes," describe these changes on Schedule O.

- 4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ including grants of \$) (Revenue \$)

PURPOSE IS TO PROMOTE AND PRESERVE COMPETITIVE ENTERPRISE SYSTEM OF BUSINESS THROUGH
PROMOTION OF BUSINESS AND COMMUNITY GROWTH & DEVELOPMENT

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

- 4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses ▶ 0.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A		X
2 Is the organization required to complete Schedule B, Schedule of Contributors See instructions?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II		
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III	X	
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If 'Yes,' complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI	X	
b Did the organization report an amount for investments — other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII		X
c Did the organization report an amount for investments — program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If 'Yes,' complete Schedule H		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If 'Yes,' complete Schedule I, Parts I and II		X

BAA

TEEA0103L 10/07/20

Form 990 (2020)

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If 'Yes,' complete Schedule I, Parts I and III.		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If 'Yes,' complete Schedule J.		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a.		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If 'Yes,' complete Schedule L, Part I.		
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I.		
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If 'Yes,' complete Schedule L, Part II.		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If 'Yes,' complete Schedule L, Part III.		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If 'Yes,' complete Schedule L, Part IV.		X
b A family member of any individual described in line 28a? If 'Yes,' complete Schedule L, Part IV.		X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If 'Yes,' complete Schedule L, Part IV.		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If 'Yes,' complete Schedule M.		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If 'Yes,' complete Schedule M.		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If 'Yes,' complete Schedule N, Part I.		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If 'Yes,' complete Schedule N, Part II.		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If 'Yes,' complete Schedule R, Part I.		X
34 Was the organization related to any tax-exempt or taxable entity? If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1.		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' complete Schedule R, Part V, line 2.		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If 'Yes,' complete Schedule R, Part V, line 2.		
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If 'Yes,' complete Schedule R, Part VI.		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V. ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

	Yes	No
2 a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 2 a 6		
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2 b X	
Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		
3 a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3 a	X
b If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O.	3 b	
4 a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4 a	X
b If 'Yes,' enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5 a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5 a	X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5 b	X
c If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T?	5 c	
6 a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6 a	X
b If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6 b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7 a	
b If 'Yes,' did the organization notify the donor of the value of the goods or services provided?	7 b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7 c	
d If 'Yes,' indicate the number of Forms 8282 filed during the year. 7 d		
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7 e	
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7 f	
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7 g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7 h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9 a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9 b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12. 10 a		
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10 b		
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders 11 a		
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11 b		
12 a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12 a	
b If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. 12 b		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state?	13 a	
Note: See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13 b		
c Enter the amount of reserves on hand 13 c		
14 a Did the organization receive any payments for indoor tanning services during the tax year?	14 a	X
b If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O.	14 b	
15 Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year?	15	X
If 'Yes,' see instructions and file Form 4720, Schedule N.		
16 Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16	X
If 'Yes,' complete Form 4720, Schedule O.		

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

	Yes	No
1 a Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1 a	10
b Enter the number of voting members included on line 1a, above, who are independent.	1 b	11
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5	X
6 Did the organization have members or stockholders? SEE SCHEDULE O	6	X
7 a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7 a	X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7 b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body?	8 a	X
b Each committee with authority to act on behalf of the governing body?	8 b	X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses on Schedule O.	9	X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10 a Did the organization have local chapters, branches, or affiliates?	10 a	X
b If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10 b	
11 a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11 a	X
b Describe in Schedule O the process, if any, used by the organization to review this Form 990. SEE SCHEDULE O		
12 a Did the organization have a written conflict of interest policy? If 'No,' go to line 13.	12 a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12 b	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done.	12 c	
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official.	15 a	X
b Other officers or key employees of the organization.	15 b	X
If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions).		
16 a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16 a	X
b If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16 b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed **NONE**

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☒ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. **SEE SCHEDULE O**

20 State the name, address, and telephone number of the person who possesses the organization's books and records **CHRISTINA CLAUSEN 93 N MAIN SUITE A PORTERVILLE CA 93257 559-784-7502**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII. ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1 a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual director or trustee	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) LAYTON JOHNS DIRECTOR	0 0	X						0.	0.	0.
(2) ISAAC MARTINEZ DIRECTOR	0 0	X						0.	0.	0.
(3) JOVANNA AGUILERA DIRECTOR	0 0	X						0.	0.	0.
(4) DR ANTHONY MARTIN PRESIDENT	1 0	X						0.	0.	0.
(5) ALLAN BAILEY DIRECTOR	1 0	X						0.	0.	0.
(6) CINDY FERNANDEZ DIRECTOR	0 0	X						0.	0.	0.
(7) DAN BLAZAR DIRECTOR	1 0	X						0.	0.	0.
(8) DENNIS ICKES DIRECTOR	1 0	X						0.	0.	0.
(9) KYLE HANSEN DIRECTOR	1 0	X						0.	0.	0.
(10) WENDI CORREA DIRECTOR	1 0	X						0.	0.	0.
(11) _____	_____ _____									
(12) _____	_____ _____									
(13) _____	_____ _____									
(14) _____	_____ _____									

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Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
1 b Subtotal								0.	0.	0.
c Total from continuation sheets to Part VII, Section A.								0.	0.	0.
d Total (add lines 1b and 1c)								0.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? If 'Yes,' complete Schedule J for such individual

	Yes	No
3		X

4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If 'Yes,' complete Schedule J for such individual

4		X
----------	--	---

5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If 'Yes,' complete Schedule J for such person

5		X
----------	--	---

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII. ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns.....	1 a				
	b Membership dues.....	1 b				
	c Fundraising events.....	1 c				
	d Related organizations.....	1 d				
	e Government grants (contributions)....	1 e				
	f All other contributions, gifts, grants, and similar amounts not included above...	1 f 15,000.				
	g Noncash contributions included in lines 1a-1f.....	1 g				
	h Total. Add lines 1a-1f.....		15,000.			
Program Service Revenue	Business Code					
	2 a MEMBERSHIP DUES & ASSESSMENTS		146,025.	146,025.		
	b PROGRAM SERVICE REVENUE		11,380.	11,380.		
	c					
	d					
	e					
	f All other program service revenue...					
	g Total. Add lines 2a-2f.....		157,405.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts).....					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties.....					
	6 a Gross rents.....	6 a (i) Real (ii) Personal 20,876.				
	b Less: rental expenses	6 b				
	c Rental income or (loss)	6 c 20,876.				
	d Net rental income or (loss).....		20,876.	20,876.		
	7 a Gross amount from sales of assets other than inventory	7 a (i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	7 b				
	c Gain or (loss).....	7 c				
	d Net gain or (loss).....					
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18.....	8 a				
	b Less: direct expenses.....	8 b				
	c Net income or (loss) from fundraising events.....					
	9 a Gross income from gaming activities. See Part IV, line 19.....	9 a				
	b Less: direct expenses.....	9 b				
	c Net income or (loss) from gaming activities.....					
	10 a Gross sales of inventory, less..... returns and allowances.....	10 a				
b Less: cost of goods sold.....	10 b					
c Net income or (loss) from sales of inventory.....						
Miscellaneous Revenue	Business Code					
	11 a					
	b					
	c					
	d All other revenue.....					
	e Total. Add lines 11a-11d.....					
12 Total revenue. See instructions.....		193,281.	178,281.	0.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	0.	0.	0.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).	0.	0.	0.	0.
7 Other salaries and wages.	81,870.	61,403.	20,467.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.				
10 Payroll taxes.	4,163.	3,122.	1,041.	
11 Fees for services (nonemployees):				
a Management.				
b Legal.				
c Accounting.				
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion.	2,350.	1,763.	587.	
13 Office expenses.	6,375.	4,781.	1,594.	
14 Information technology.				
15 Royalties.				
16 Occupancy.	9,375.	7,031.	2,344.	
17 Travel.	3,671.	2,753.	918.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.	14,434.	10,826.	3,608.	
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.	15,029.	11,272.	3,757.	
23 Insurance.	7,304.	5,478.	1,826.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>COMPUTER</u>	12,825.	9,619.	3,206.	
b <u>PROPERTY TAX</u>	8,961.	6,721.	2,240.	
c <u>SUPPLIES</u>	3,098.	2,324.	774.	
d <u>SUPPLIES</u>	2,770.	2,078.	692.	
e All other expenses.	15,249.	11,440.	3,809.	
25 Total functional expenses. Add lines 1 through 24e.	187,474.	140,611.	46,863.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720).				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X. ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash — non-interest-bearing	194,399.	1	98,385.
	2 Savings and temporary cash investments	221.	2	212.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	12,261.	4	11,429.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 543,681.		
	b Less: accumulated depreciation	10b 232,710.		
	11 Investments — publicly traded securities	300,485.	10c	310,971.
	12 Investments — other securities. See Part IV, line 11.		11	
	13 Investments — program-related. See Part IV, line 11.		12	
	14 Intangible assets		13	
	15 Other assets. See Part IV, line 11.	1.	14	
16 Total assets. Add lines 1 through 15 (must equal line 33).	507,367.	15	2.	
		16	420,999.	
Liabilities	17 Accounts payable and accrued expenses	9,177.	17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	242,498.	23	234,969.
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D.	163,824.	25	88,355.
	26 Total liabilities. Add lines 17 through 25.	415,499.	26	323,324.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ▶ ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	91,868.	27	97,675.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances.	91,868.	32	97,675.
33 Total liabilities and net assets/fund balances.	507,367.	33	420,999.	

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Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12).	1	193,281.
2	Total expenses (must equal Part IX, column (A), line 25).	2	187,474.
3	Revenue less expenses. Subtract line 2 from line 1.	3	5,807.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A)).	4	91,868.
5	Net unrealized gains (losses) on investments.	5	
6	Donated services and use of facilities.	6	
7	Investment expenses.	7	
8	Prior period adjustments.	8	
9	Other changes in net assets or fund balances (explain on Schedule O).	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B)).	10	97,675.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X
c If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	X
b If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	

BAA

TEEA0112L 10/19/20

Form 990 (2020)

SCHEDULE C
(Form 990 or 990-EZ)

Political Campaign and Lobbying Activities

OMB No. 1545-0047

2020

**Open to Public
Inspection**

For Organizations Exempt From Income Tax Under section 501(c) and section 527

- ▶ **Complete if the organization is described below.** ▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

Department of the Treasury
Internal Revenue Service

If the organization answered 'Yes,' on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered 'Yes,' on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered 'Yes,' on Form 990, Part IV, line 5 (Proxy Tax) (See separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (See separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization

PORTERVILLE CHAMBER OF COMMERCE

Employer identification number

94-0778210

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.
(See instructions for definition of 'political campaign activities')

2 Political campaign activity expenditures (See instructions) ▶ \$

3 Volunteer hours for political campaign activities (See instructions) ▶

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 ▶ \$

2 Enter the amount of any excise tax incurred by organization managers under section 4955 ▶ \$

3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ☐ Yes ☐ No

4a Was a correction made? ☐ Yes ☐ No

b If 'Yes,' describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities. ▶ \$

2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities. ▶ \$

3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b. ▶ \$

4 Did the filing organization file **Form 1120-POL** for this year? ☐ Yes ☒ No

5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule C (Form 990 or 990-EZ) 2020

Part II-A Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).

- A** Check ☐ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).
- B** Check ☐ if the filing organization checked box A and 'limited control' provisions apply.

Limits on Lobbying Expenditures
(The term 'expenditures' means amounts paid or incurred.)

(a) Filing organization's totals

(b) Affiliated group totals

1 a Total lobbying expenditures to influence public opinion (grassroots lobbying)**b** Total lobbying expenditures to influence a legislative body (direct lobbying)**c** Total lobbying expenditures (add lines 1a and 1b)**d** Other exempt purpose expenditures**e** Total exempt purpose expenditures (add lines 1c and 1d)**f** Lobbying nontaxable amount. Enter the amount from the following table in both columns

If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:
Not over \$500,000	20% of the amount on line 1e.
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.
Over \$17,000,000	\$1,000,000.

g Grassroots nontaxable amount (enter 25% of line 1f)**h** Subtract line 1g from line 1a. If zero or less, enter -0-**i** Subtract line 1f from line 1c. If zero or less, enter -0-**j** If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year?☐ Yes ☐ No**4-Year Averaging Period Under Section 501(h)**

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) Total
2 a Lobbying nontaxable amount					
b Lobbying ceiling amount (150% of line 2a, column (e))					
c Total lobbying expenditures					
d Grassroots nontaxable amount					
e Grassroots ceiling amount (150% of line 2d, column (e))					
f Grassroots lobbying expenditures					

BAA

Schedule C (Form 990 or 990-EZ) 2020

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each 'Yes' response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.

	(a)		(b)
	Yes	No	Amount
1 During the year, did the filing organization attempt to influence foreign, national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If 'Yes,' enter the amount of any tax incurred under section 4912			
c If 'Yes,' enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

	Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?		X
2 Did the organization make only in-house lobbying expenditures of \$2,000 or less?		X
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?		X

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered 'No,' OR (b) Part III-A, line 3, is answered 'Yes.'

1 Dues, assessments and similar amounts from members	1	
2 Section 162(e) nondeductible lobbying and political expenditures (do not include amounts of political expenses for which the section 527(f) tax was paid).		
a Current year	2a	
b Carryover from last year	2b	
c Total	2c	
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	4	0.
5 Taxable amount of lobbying and political expenditures (See instructions)	5	0.

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (See instructions); and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service
Name of the organization

Supplemental Financial Statements

- ▶ Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Employer identification number

PORTERVILLE CHAMBER OF COMMERCE

94-0778210

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year.....		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year.....		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?..... ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?..... ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)	☐ Preservation of a historically important land area
☐ Protection of natural habitat	☐ Preservation of a certified historic structure
☐ Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a).....	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?..... ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?..... ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

1 a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1..... ▶ \$

(ii) Assets included in Form 990, Part X..... ▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1..... ▶ \$

b Assets included in Form 990, Part X..... ▶ \$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition

b ☐ Scholarly research

c ☐ Preservation for future generations

d ☐ Loan or exchange program

e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
1 c Beginning balance.....	1 c
1 d Additions during the year.....	1 d
1 e Distributions during the year.....	1 e
1 f Ending balance.....	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII. ☐

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance.....					
b Contributions.....					
c Net investment earnings, gains, and losses.....					
d Grants or scholarships.....					
e Other expenditures for facilities and programs.....					
f Administrative expenses.....					
g End of year balance.....					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____ %

b Permanent endowment ▶ _____ %

c Term endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) Unrelated organizations.....

(ii) Related organizations.....

	Yes	No
3a(i)		
3a(ii)		
3b		

b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land.....		80,000.		80,000.
b Buildings.....		426,347.	217,937.	208,410.
c Leasehold improvements.....		-36,304.	-35,972.	-332.
d Equipment.....		64,403.	41,510.	22,893.
e Other.....		9,235.	9,235.	0.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				310,971.

BAA

Schedule D (Form 990) 2020

Part VII Investments – Other Securities.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives.....		
(2) Closely held equity interests.....		
(3) Other.....		
(A).....		
(B).....		
(C).....		
(D).....		
(E).....		
(F).....		
(G).....		
(H).....		
(I).....		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.)		

Part VIII Investments – Program Related.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1).....		
(2).....		
(3).....		
(4).....		
(5).....		
(6).....		
(7).....		
(8).....		
(9).....		
(10).....		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.)		

Part IX Other Assets.

N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1).....	
(2).....	
(3).....	
(4).....	
(5).....	
(6).....	
(7).....	
(8).....	
(9).....	
(10).....	
Total. (Column (b) must equal Form 990, Part X, column (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) FIRE PROCEEDS	
(3) PAYROLL TAXES	84,051.
(4) RENTAL DEPOSIT	1,381.
(5)	2,923.
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.)	88,355.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII. ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return. N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments.....	2 a		
	b Donated services and use of facilities.....	2 b		
	c Recoveries of prior year grants.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.).....		5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return. N/A

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements.....		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities.....	2 a		
	b Prior year adjustments.....	2 b		
	c Other losses.....	2 c		
	d Other (Describe in Part XIII.).....	2 d		
	e Add lines 2a through 2d.....		2 e	
3	Subtract line 2e from line 1.....		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b.....	4 a		
	b Other (Describe in Part XIII.).....	4 b		
	c Add lines 4a and 4b.....		4 c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.).....		5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

► Attach to Form 990 or 990-EZ.

► Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

**Open to Public
Inspection**

Name of the organization

PORTERVILLE CHAMBER OF COMMERCE

Employer identification number

94-0778210

FORM 990, PART VI, LINE 6 - EXPLANATION OF CLASSES OF MEMBERS OR SHAREHOLDER

CHAMBER OF COMMERCE MEMBERSHIP

FORM 990, PART VI, LINE 11B - FORM 990 REVIEW PROCESS

ALL BOARD MEMBERS PROVIDED COPY OF 990 FOR REVIEW

FORM 990, PART VI, LINE 19 - OTHER ORGANIZATION DOCUMENTS PUBLICLY AVAILABLE

UPON REQUEST

Form **8879-EO****IRS e-file Signature Authorization
for an Exempt Organization**

OMB No. 1545-0047

For calendar year 2020, or fiscal year beginning 11/01, 2020, and ending 10/31, 20 2021

▶ Do not send to the IRS. Keep for your records.

▶ Go to www.irs.gov/Form8879EO for the latest information.**2020**Department of the Treasury
Internal Revenue Service

Name of exempt organization or person subject to tax

PORTERVILLE CHAMBER OF COMMERCE

Taxpayer identification number

94-0778210DENNIS ICKESBOARD CHAIR**Part I Type of Return and Return Information (Whole Dollars Only)**

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1 a Form 990 check here	☒	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1 b	<u>193,281.</u>
2 a Form 990-EZ check here	☐	b Total revenue, if any (Form 990-EZ, line 9)	2 b	
3 a Form 1120-POL check here	☐	b Total tax (Form 1120-POL, line 22)	3 b	
4 a Form 990-PF check here	☐	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4 b	
5 a Form 8868 check here	☐	b Balance due (Form 8868, line 3c)	5 b	
6 a Form 990-T check here	☐	b Total tax (Form 990-T, Part III, line 4)	6 b	
7 a Form 4720 check here	☐	b Total tax (Form 4720, Part III, line 1)	7 b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above organization or ☐ I am a person subject to tax with respect to (name of organization) _____, (EIN) _____, and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize MARTY LALANNE, CPA to enter my PIN 06032 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency (ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶

Date ▶

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

77185112176

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

MARTY LALANNE

Date ▶

3-28-22

**ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**



RECEIVED

MAY 11 2022

CITY OF PORTERVILLE
ADMINISTRATIVE SERVICES

City of Porterville
Attention Mayor Martha A. Flores
291 N Main St,
Porterville, CA 93257

Delivered Via USPS First Class Mail and By Hand

RE: Notice of Termination of Agreement Between the City of Porterville and the Porterville Chamber of Commerce Effective June 30, 2022

Dear Mayor Flores:

On May 9, 2022, at the special meeting for the Board of Directors for the Porterville Chamber of Commerce ("Board"), the Board voted to terminate the Agreement Between the City of Porterville and the Porterville Chamber of Commerce ("Agreement"). Pursuant to Paragraph V of the Agreement, notice is hereby provided to the City of Porterville that the Board is unilaterally terminating the Agreement effective June 30, 2022. This notice is delivered timely and in accordance with the addendum to the Agreement delivered to you on April 28, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Ickes". The signature is stylized with a large, looping initial "D" and a crossbar that extends to the right.

Dennis Ickes
Chairman of the Board
Porterville Chamber of Commerce

Enclosed: Copy of the Agreement; Copy of Addendum to Agreement
CC: John Lollis, Porterville City Manager

Memorandum of Understanding

Between the City of Porterville and the Porterville Chamber of Commerce

The City of Porterville ("City") and the Porterville Chamber of Commerce ("Chamber"), hereinafter referred to together as "the Participants," now establish this Memorandum of Understanding ("MOU") between them based on the following:

1. **Objective.** To maintain communication and cooperation on activities that further the overlapping interests of the Participants and to continue exploring opportunities for joint action on specifically agreed upon projects.
2. **Proposed Areas of Cooperation.** Coordination of logistical support, permitting, permissions, and authority concerning Chamber activities that the City believes also further the City's interests and objectives. The Participants expect this collaboration to normally take the form of Chamber events that the City wishes to support because said events promote civic, social and cultural activities that the City wishes to promote.
3. **Proposed Form of Cooperation.** The Participants agree that the Chamber CEO and the acting City Director of Community Development will meet on a monthly basis to exchange information, discuss civic, social and cultural events that also benefit the business community in the City and to otherwise discuss opportunities for joint action.
4. **Commencement, Modification and Discontinuation.** Cooperative activities under this MOU may commence on July 1, 2022 and continues for a period of one year, unless discontinued. This MOU may be modified at any time by mutual written consent. This MOU may be discontinued at any time by mutual written consent, or in the alternative thirty day written notice by one participant to the other. This MOU may be extended for additional periods by mutual written consent of the Participants.
5. **Exchange of Information.** The Participants do not anticipate the exchange of any confidential business information. If the Participants decide that a particular activity may lead to the exchange of business confidential information, they should consult with each other and make appropriate written arrangements for protection of such information.
6. **General Considerations.** This MOU does not create any legally binding obligations between the Participants. Each Participant should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject. The conduct of cooperative activities contemplated by this MOU is subject to the availability of funding, personnel and other resources. Each Participant is to be responsible for the costs it incurs in participating in cooperative activities under this MOU unless otherwise agreed in writing.

SO AGREED.

MOU between the City of Porterville and the Porterville Chamber of Commerce. The individuals signing below specifically represent that they have been provided with the necessary authority from their respective entity to execute this MOU.

Date: _____

City of Porterville

By: _____

Date: _____

Porterville Chamber of Commerce

By: _____



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Purchase and Install Building Signage for the Temporary Library

SOURCE: Parks and Leisure Services

COMMENT: In March 2022, staff began working on obtaining building signage quotes with vendors in the Tulare County area for the temporary library located at 50 W. Olive Avenue, Suite B. The proposed wall sign on the building facade shall be channel letters and illuminated in order to adhere to the Downtown design guidelines and Development Code. A channel letter sign is a three-dimensional graphic element with an individual structure.

The two responsive vendors who submitted a quote for this project are:
McDivitt Sign Company: \$10,750.00.
Smith Sign & Decal, Inc.: \$12,690.00.

Quotes included design, materials and installation, but do not include City permit costs.

RECOMMENDATION: That the City Council authorize staff to hire McDivitt Sign Company to complete the building signage at the temporary library utilizing fire insurance funds in the amount of \$10,750.00, plus the City permit costs.

ATTACHMENTS:

1. McDivitt Sign Company Quote
2. Smith Sign & Decal, Inc. Quote
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

QUOTE

Date: 4/7/2022

Contractor License #1078936

Porterville Library
Porterville, CA 93257

Qty		Ea	Total
1	"Porterville Library and book logo " Illuminated Channel Letters/Logo		
	AND		
1	biblioteca Illuminated can with vinyl print		\$8,990.00
1	Installation Labor		\$1,760.00

Total \$10,750.00

Please sign below to accept this quote

Signature

Printed Name

Date

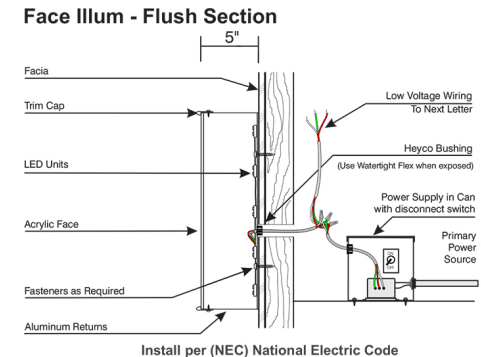
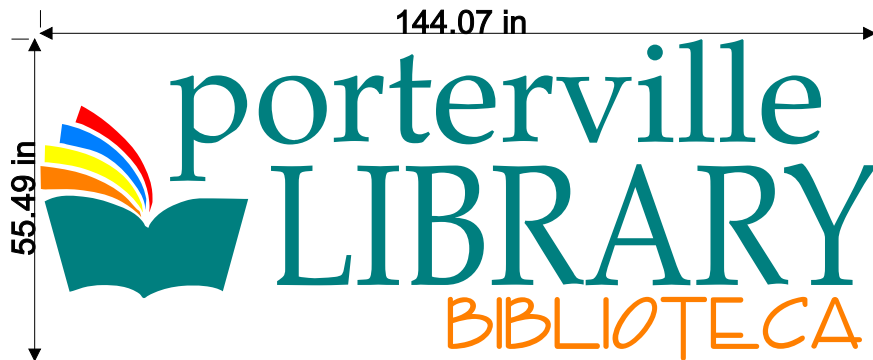
CLIENT: **Porterville Library**

DATE: **4/12/2022**

PROJECT: **Channel Letters** (OVERALL SIZE 18' X 7.5')

Illuminated Cabinets/Channel Letters with vinyl overlay





ILLUMINATED CHANNEL LETTERS

QUOTE: \$12,690.00

QUOTE DOES NOT INCLUDE CITY PERMIT.
SMITH SIGNS WOULD OBTAIN PERMIT AND
ADD TO FINAL INVOICE.



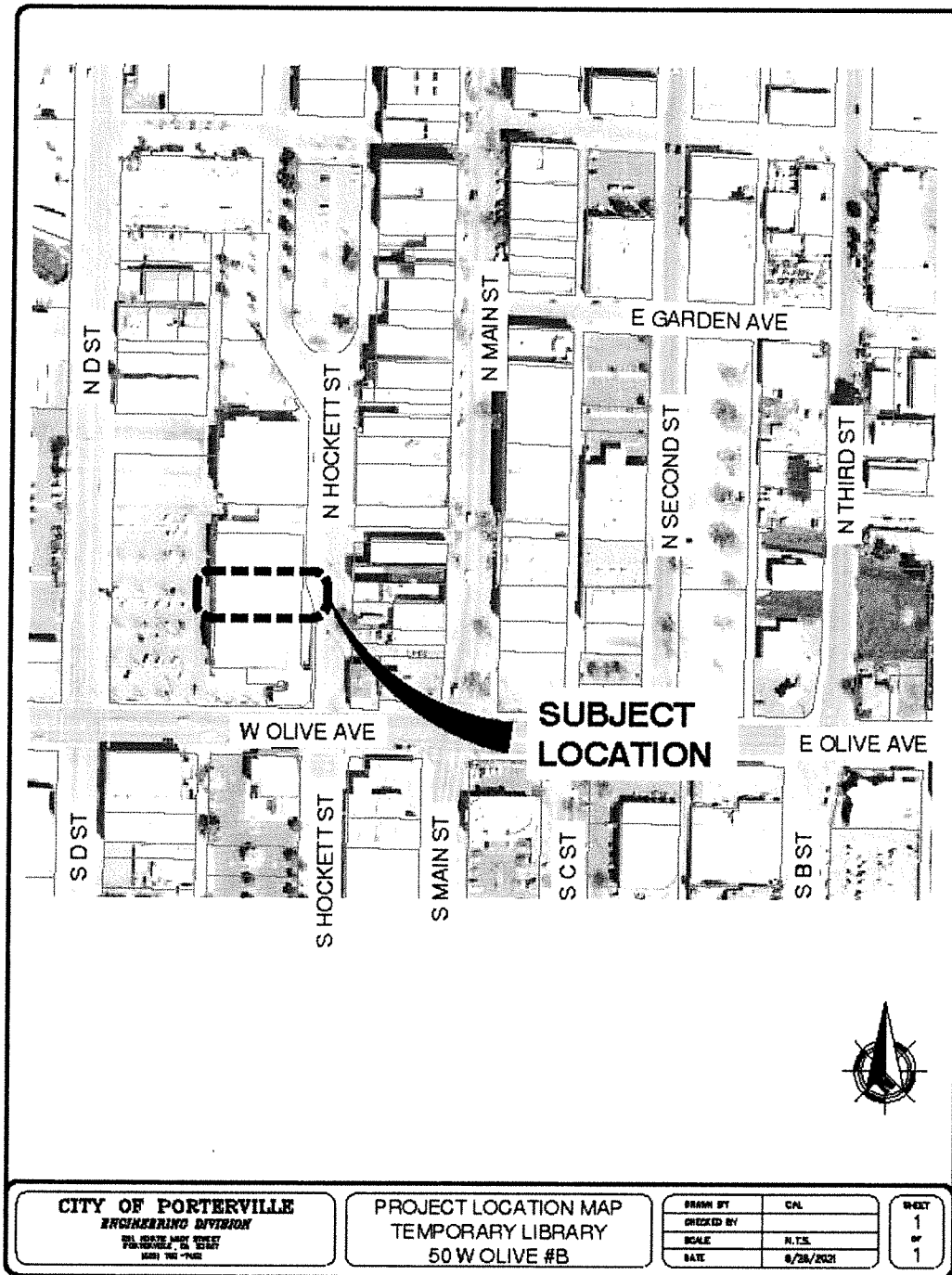
SIGN & DECAL, INC.

425 N. I Street Tulare, CA 93274

Phone: (559) 688-9417 Fax: (559) 688-0413

E-mail: Sales@SmithSignDecal.com

LIC. NO. 496248



CITY OF PORTERVILLE
ENGINEERING DIVISION

DILL, HORTON AND ASSOCIATES
 PORTERVILLE, CA 93257
 (559) 786-1740

PROJECT LOCATION MAP
TEMPORARY LIBRARY
50 W OLIVE #B

DRAWN BY	CAL
CHECKED BY	
SCALE	N.T.S.
DATE	8/26/2021

SHEET
1
OF
1



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Repair Refuse Truck No. 6679

SOURCE: Public Works

COMMENT: City Vehicle No. 6679 is an active residential refuse truck that has extensive wear to the engine requiring an engine replacement. This vehicle is powered by a Cummins engine and should only be repaired by an authorized Cummins engine repair facility.

Staff is requesting authorization to utilize E.M. Tharp, Inc. - American Truck Parts Co., which is the nearest authorized Cummins repair service facility, at an estimated cost of \$38,226 (inclusive of all parts, taxes, labor, and a 10% contingency). Funding for the repair will be made available from the Solid Waste operating fund.

RECOMMENDATION: That the City Council:

1. Authorize the repair of refuse truck no. 6679 by E.M. Tharp, Inc. - American Truck Parts Co. at a cost not to exceed \$38,226 (inclusive of all parts, taxes, and labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. E. M. Tharp, Inc. - American Trucks Parts Co. Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
www.emtharp.com

*** Customer Review ***

Date / Time: 5/9/2022 9:47:49AM
Repair Order: 151
Customer: 2992
Branch: ATP
Invoice Total: \$ 34,750.21

IBS

Page 1 of 2

Bill To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

Ship To: CITY OF PORTERVILLE
555 N Prospect St
PORTERVILLE, CA 93257

Customer P/O: shaugen

Completion Date:

Unit Number: 6679

Model Year: 2012

Make/Model: Peterbilt 320

Type: Tractor

VIN: 3BPZL20XXCF139176

In-Service Date: 08/19/2011

Unit Components:

Manufacturer

Model

Part Number

Serial Number

Isl-G

Task: 1 01 Engine Check and Advise
Complaint: UNIT NEEDS REMAN ENGINE INSALLED.

Department: Service

Supp. Part		Description / Ref Number		U/M	Quantity	Price	Extended Price
	HAZ	Hazardous Waste Fee	Misc		1.00	25.00	25.00
CUM	DR7752RX	BLK, LONG ISL 8.9 17 B CN	Part	EA	1.00	22,775.01	22,775.01
CUM	DR7752RX-C	BLK, LONG ISL 8.9 17 B CN-Core	Inherent		1.00	3,450.00	3,450.00
CUM	DR7752RX-C	BLK, LONG ISL 8.9 17 B CN-Core	Part	EA	(1.00)	3,450.00	(3,450.00)
CUM	5357731RX	KIT,TURBOCHARGER	Part	EA	1.00	2,082.16	2,082.16
CUM	5357731RX-C	Core Tbrb	Inherent		1.00	345.00	345.00
CUM	5357731RX-C	Core Tbrb	Part	EA	(1.00)	345.00	(345.00)
CUM	4030945	KIT,VG TUR ACT SERVICE	Part	EA	1.00	281.08	281.08
	Freight	Freight	Misc		1.00	850.00	850.00



19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
www.emtharp.com

*** Customer Review ***

Date / Time: 5/9/2022 9:47:49AM
Repair Order: 151
Customer: 2992
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Invoice Total: \$ 34,750.21

IBS

Page 2 of 2

Bill To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

Ship To: CITY OF PORTERVILLE
555 N Prospect St
PORTERVILLE, CA 93257

Customer P/O: shaugen

Completion Date:

Totals

Total Parts:	\$25,138.25
Total Core Chg:	\$3,795.00
Total Core Ret:	(\$3,795.00)
Total EHC:	\$0.00
Total Labor:	\$6,250.00
Total Miscellaneous:	\$875.00
Total Shop Supplies:	\$500.00
Invoice Subtotal:	\$32,763.25
Total Tax:	\$1,986.96
Invoiced Total:	\$34,750.21

Payment Method

Billing Service

WARRANTY: E.M. THARP, INC. WARRANTS THAT IT WILL REPLACE OR REPAIR ANY PARTS FOUND TO BE DEFECTIVE WITHIN A PERIOD OF 90 DAYS FROM DATE OF INSTALLATION. THE OBLIGATION UNDER THIS WARRANTY STATUTORY OR OTHERWISE, IS LIMITED TO THE REPLACEMENT OR REPAIR OF PARTS FOUND TO BE DEFECTIVE UPON INSPECTION AT E.M. THARP, INC SHOP. E.M. THARP, INC. SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF PARTS TO OPERATE PROPERLY NOR THE COST OF LABOR OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OF DEFECTIVE PARTS. NO EXPRESS, IMPLIED OR STATUTORY WARRANTY OTHER THAN HEREIN SET FORTH IS MADE OR AUTHORIZED BY THE MANUFACTURER. SHOULD COLLECTION BECOME NECESSARY BY SUIT OR OTHERWISE, THE CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY'S FEE'S AND COSTS OF COLLECTION OR SUIT. JURISDICTION SHALL BE IN FRESNO, KERN OR TULARE COUNTY, CA.

CUSTOMER SIGNATURE: _____



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Repair Refuse Truck No. 6689

SOURCE: Public Works

COMMENT: City Vehicle No. 6689 is a front-line residential refuse truck that has experienced a failure of the Engine Control Module (ECM). This vehicle is powered by a Cummins engine, with a Cummins control module and should only be repaired by an authorized Cummins repair facility with the ability to program the ECM.

Staff is requesting authorization to utilize E.M. Tharp, Inc., the closest authorized Cummins repair service facility, at an estimated cost not to exceed \$5,937 (including all parts, taxes, and labor, and a 10% contingency). Funding for the repair will be made available from the Solid Waste operating fund.

RECOMMENDATION: That the City Council:

1. Authorize the repair of refuse truck no. 6689 by E.M. Tharp, Inc. at a cost not to exceed \$5,937 (inclusive of all parts, taxes, and labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. E. M. Tharp, Inc. Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Golden State Peterbilt - Porterville

15243 Road 192 Porterville, California 93257
Phone: (559) 782-5800



Case Number: 10688173 - Repair Order Number: 5752
Purchase Order Number: n/a
Service Writer: CRUZ, MICHAEL - Case Date: 04/28/22 03:55 pm PDT

City Of Porterville	Unit #: 6689
Address: 291 NORTH MAIN STREET PORTERVILLE, CA 93257	Asset: 2017 Peterbilt 320 Serial #: HF108653 VIN: 3BPZL20X7HF108653 Engine: ISL-G Engine Hours: 2771
Phone: (559) 782-7456 Fax: Cust #: 2992	Miles: 71,635 Warranty Start: 6/24/2016 In Service: 5 Years 10 Months



Complaint: ENGINED STALLED

Operation	Operation	Labor	Parts	Core Charge	Total
1	Engine Check and Advise Shop Sup: Shop Supplies HAZ: Hazardous Waste Fee Complaint: ENGINE STALLED, CK AND ADVISE	\$340.00	\$0.00	\$0.00	\$340.00
2	Engine Repair Parts: (1.0) MODULE,ELECTRONIC CONTROL Core: \$868.00 Complaint: REPLACE FAILED ECM AS PER TASK #1 TROUBLESHOOTING	\$510.00	\$3,131.67	\$868.00	\$4,509.67

Notes: [5/3/2022 at 01:28 pm PDT] - Unit was checked in at Golden State Peterbilt - Porterville, arrival time: 4/28/2022 at 03:56 pm PDT.
Repair status set to Checked-in.
[5/9/2022 at 04:25 pm PDT] - Approval Requested for the estimate version 1, total \$5,396.50. [View the estimate](#). NOTE: Good Afternoon Russell, Here is a preliminary estimate for troubleshooting and repairs. The ECM is ROM booted and cannot be recovered. Will need to replace the ECM with new, program, and then recheck for any other issues after the unit is running. If any other issues come up we will send you an updated estimate. Please let us know if you would like to move forward. Have a great day.
Repair status set to Hold (auth).

Parts: \$3,131.67
Labor: \$850.00
HAZ: \$25.00
Shop Sup: \$34.00
Core: \$868.00
Haz. Waste: \$25.00
Shop: \$85.00
Freight: \$0.00
Tax: \$377.83
TOTAL: \$5,396.50

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED

BY: _____ DATE: ____/____/____



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Repair Transit Vehicle No. 8113

SOURCE: Public Works

COMMENT: On October 28, 2021, a Transit Ford Van (Unit No. 8113) was involved in a vehicle collision, resulting in the vehicle sustaining moderate damage and requiring the vehicle to be removed from service. Staff obtained three estimates, and the repair was awarded to Milinich Body Works at the City Council meeting on March 15, 2022. After receiving approval, the vehicle was taken to Milinich Body Works. They declined to perform the repair, so staff reached out to the two remaining body shops to see if they would repair the vehicle. Only Porterville Collision was responsive, and agreed to repair the vehicle at their original estimate.

Staff is requesting authorization to enter into an agreement with Porterville Collision to repair the damage to Transit Vehicle No. 8113 for an estimated cost of \$24,209, which includes a ten percent (10%) contingency cost for damage that is not yet known but may be present upon repair of the vehicle. The City is in receipt of a check from CalTIP in the amount of \$7,831.92 in payment of the insurance claim. The remaining cost of repair will be paid by Transit Operating Funds. CalTip, the City's transit insurance provider, will seek subrogation from the party at fault.

RECOMMENDATION: That the City Council:

1. Authorize the repair of transit vehicle no. 8113 by Porterville Collision at a cost not to exceed \$24,209 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Transit Vehicle Repair Estimates

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

PORTERVILLE COLLISION CENTER

portervillecollision@ocsnet.net
721 N Sunnyside St, Porterville, CA 93257
Phone: (559) 782-5181
FAX: (559) 784-0488

Workfile ID: 8e76f348
PartsShare: 6wGQmt
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Mike Crissman

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
(559) 782-7597 Business

Inspection Location:
PORTERVILLE COLLISION CENTER
721 N Sunnyside St
Porterville, CA 93257
Repair Facility
(559) 782-5181 Business

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

VIN: 1FBVU4X86LKA46152	Interior Color:	Mileage In: 15,816	Vehicle Out:
License: 1610807	Exterior Color: black	Mileage Out:	
State: CA	Production Date:	Condition:	Job #:

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel
Cruise Control
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Dual Air Condition

Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Positraction
Blind Spot Detection
Lane Departure Warning

SEATS

Cloth Seats
Bucket Seats
15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors
California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		AIR CONDITIONER & HEATER					
2	Repl	AC Service evacuate & recharge		1	m	1.4	
3	Repl	AC Service refrigerant recovery		1	m	0.4	
4	R&I	Rear AC line w/extended length			m	1.8 M	
5		SIDE PANEL					
6	Repl	LT Rear pillar	CK4Z61280A59C	1	263.45	9.0	2.1
7	Repl	LT Lower reinf	CK4Z6141059B	1	22.98		1.5
8		Add for Clear Coat					0.3
9	Repl	LT Outer pillar	BK3Z6141039B	1	213.20	9.0	2.1
10		Add for Clear Coat					0.4
11	Repl	LT Rear panel dual rear wheels w/window	CK4Z61279D47H	1	1,800.12	26.0	5.9
12	*	Add for Clear Coat					2.4
13	Repl	LT Vent	7G9Z58280B62A	1	25.77	0.1	
14	Repl	LT Rear panel lower reinf	YC1Z6127970A	1	7.82	0.2	0.2
15	*	Add for Clear Coat					0.1
open	Repl	Side extn	SEE FOOTNOTE	1		Incl.	
17	Repl	LT Wheel opng mldg dual rear wheels	KK3Z1510177AA	1	152.25	Incl.	
18	Repl	LT Side molding dual rear wheels black	KK3Z6129397CB	1	130.57	Incl.	
19	Repl	LT Corner molding	BK3Z6129397FB	1	6.98	Incl.	
20	R&I	LT Rear panel				0.2	
21	R&I	LT Center panel				0.2	
22	R&I	LT Rear molding				Incl.	
23	R&I	LT Rear pillar trim				Incl.	
24	R&I	LT Extension				0.2	
25	R&I	LT Center molding				0.2	
26	R&I	LT Upper trim rear				Incl.	
27	R&I	LT Window molding center				Incl.	
28		REAR BODY & FLOOR					
29	Repl	Rear body panel	CK4Z6140300C	1	537.57	4.0	1.2
30		Overlap Major Non-Adj. Panel					-0.2
31	*	Add for Clear Coat					0.2
32	Repl	RT Rear body panel support bracket	BK3Z61103B76B	1	11.07	0.2	0.2
33	*	Add for Clear Coat					0.1
34	Repl	LT Rear body panel support bracket	BK3Z61103B77B	1	11.07	0.2	0.2
35	*	Add for Clear Coat					0.1
36	Repl	Rear body reinf	CK4Z6110608B	1	235.82	6.9	0.8
37		Overlap Minor Panel					-0.2
38	Repl	Rear floor pan	NK4Z61112A22C	1	1,009.58	18.0	2.7

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

39		Overlap Major Non-Adj. Panel					-0.2
40		Repl Rear crossmember (HSS)	BK3Z61102A24A	1	160.62	2.0	1.0
41	*	Add for Clear Coat					0.2
42		Repl Rear sill plate van	CK4Z6140374AA	1	153.55	Incl.	
43	BACK DOOR						
44		Repl LT Door shell high roof w/window	CK4Z6140011U	1	1,128.13	3.2	6.6
45		Overlap Major Non-Adj. Panel					-0.2
46	*	Add for Clear Coat					1.3
47		Repl LT Upper hinge w/130" wheelbase	HK3Z6126810C	1	115.58	Incl.	0.4
48	*	Add for Clear Coat					0.1
49		Repl LT Lower hinge 180 degree open	HK3Z1542900F	1	124.52	Incl.	0.4
50	*	Add for Clear Coat					0.1
51		Repl LT Lower trim	CK4Z6145221AL	1	131.95	0.2	
52		Repl LT Lower molding 180 degree open	CK4Z99425B28AB	1	115.40	Incl.	
53		Repl LT Nameplate "350" w/HD	FK4Z9942528F	1	26.03	0.2	
54	REAR LAMPS						
55		Repl LT Tail lamp assy dual rear wheels	CK4Z13405J	1	211.52	Incl.	
56	REAR BUMPER						
57		Repl Impact bar w/o painted bumper	LK4Z17906B	1	425.55	0.8	
58		Repl Bumper cover gray	LK4Z17C829FA	1	237.38	0.7	
59		Repl LT Side extn w/extended frame 180 degree door	KK4Z17F774CF	1	328.97	Incl.	
60		Repl RT Side extn w/extended frame 180 degree door	KK4Z17F774CE	1	328.97	0.3	
61		Repl RT Inner bracket w/extended	BK3Z17787A	1	44.95	0.2	
62		Repl LT Inner bracket w/extended	BK3Z17788A	1	44.95	0.2	
63		Repl RT Support bracket w/extended	CK4Z17787B	1	59.55	0.2	
64		Repl LT Support bracket w/extended	CK4Z17788B	1	63.93	0.2	
65		Repl RT Lower reinf	KK4Z61111L22A	1	73.70		
open		Repl LT Lower reinf	NOT USED	1			
67		Repl RT End cap w/blind spot	LK4Z17F774GC	1	129.25	Incl.	
68		Repl LT End cap w/blind spot	LK4Z17F774GD	1	129.25	Incl.	
69	#	R&I Wheel chair lift				15.0	
70	#	Floor set up		1		2.0	
71	#	pull rear body/floor/side panel		1		8.0	
72	#	Subl Hazardous waste removal		1	6.00		
73	#	Repl Seam Sealer whole tube		3	189.63	T	2.0
74	#	Repl Cover Car		1	18.00	T	
75	#	Color tint / color match		1	10.00	T	0.5
76	#	Repl Corrosion protection primer		1	25.00	T	1.0
77	#	Repl Panel bond adhesive		1	25.77	T	0.5
78	#	Repl Cavity wax		1	25.00	T	1.0

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

79	#	Subl	Quarter glass	1	137.50		
80	#	Subl	Quarter glass	1	137.50		
81	#	Subl	Back glass	1	137.50		
82	#	Rpr	Feather edge prime and block				4.0
SUBTOTALS				9,173.90	116.2	33.8	

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				8,880.50
Body Labor	114.4 hrs	@	\$ 70.00 /hr	8,008.00
Paint Labor	33.8 hrs	@	\$ 70.00 /hr	2,366.00
Mechanical Labor	1.8 hrs	@	\$ 85.00 /hr	153.00
Paint Supplies	33.8 hrs	@	\$ 39.50 /hr	1,335.10
Miscellaneous				293.40
Subtotal				21,036.00
Sales Tax	\$ 10,509.00	@	9.2500 %	972.08
Grand Total				22,008.08
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				22,008.08

MyPriceLink Estimate ID / Quote ID:

890638298945429504 / 96357323

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Customer: CITY OF PORTERVILLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 11/15/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

MILINICH BODY WORKS
631 N SUNNYSIDE ST, milinich@sbcglobal.net,
PORTERVILLE, CA 93257
Phone: (559) 784-8827
FAX: (559) 784-2972

Workfile ID: cca469d3
PartsShare: 6wGKVH
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

Insured: OF PORTERVILLE, CITY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 06 Rear

Owner:

Inspection Location:

Insurance Company:

OF PORTERVILLE, CITY

MILINICH BODY WORKS

631 N SUNNYSIDE ST

milinich@sbcglobal.net

PORTERVILLE, CA 93257

Repair Facility

(559) 784-8827 Business

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

VIN: 1FBVU4X86LKA46152

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Dual Air Condition

Backup Camera

Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Positraction

Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats

15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Signal Integrated Mirrors

California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2	Repl	Impact bar w/o painted bumper	LK4Z17906B	1	425.55	0.8	0.0
3	Repl	Impact bar bolt	W705235S442	4	18.00	0.0	0.0
4	**	Repl A/M Bumper cover gray	LK4Z17C829FA	1	202.00	0.7	0.0
5		Add for reverse sens		0	0.00	0.2	0.0
6	Repl	Bumper cover clip	W701259S300	4	6.00	0.0	0.0
7	Repl	RT Reflector	BK2Z13A565B	1	42.58	Incl.	0.0
8	Repl	LT Reflector	BK2Z13A565A	1	41.57	Incl.	0.0
9	Repl	RT End cap w/blind spot	LK4Z17F774GC	1	129.25	Incl.	0.0
10		Add for reverse sens		0	0.00	0.1	0.0
11	Repl	LT End cap w/blind spot	LK4Z17F774GD	1	129.25	Incl.	0.0
12		Add for reverse sens		0	0.00	0.1	0.0
13	Repl	RT End cap clip	W701259S300	2	3.00	0.0	0.0
14	Repl	LT End cap clip	W701259S300	2	3.00	0.0	0.0
15	Repl	RT End cap rivet	W711712S300	1	2.50	0.0	0.0
16	Repl	LT End cap rivet	W711712S300	1	2.50	0.0	0.0
17	Repl	RT Side extn w/o extended frame	KK4Z17F774FA	1	121.17	0.3	0.0
18	Repl	LT Side extn w/o extended frame	KK4Z17F774FB	1	121.17	Incl.	0.0
19	Repl	RT Bumper	BK3Z16758AC	1	13.22	0.1	0.0
20	Repl	LT Bumper	BK3Z16758AC	1	13.22	0.1	0.0
21	Repl	RT Bumper outer support	BK3Z61247A64C	1	31.08	Incl.	0.0
22	Repl	LT Bumper outer support	BK3Z61247A64C	1	31.08	Incl.	0.0
23	Repl	RT Bumper inner support	BK3Z61247A64D	1	14.62	Incl.	0.0
24	Repl	LT Bumper inner support	BK3Z61247A64D	1	14.62	Incl.	0.0
25	Repl	RT Support bracket w/extended	CK4Z17787B	1	59.55	0.2	0.0
26	Repl	LT Support bracket w/extended	CK4Z17788B	1	63.93	0.2	0.0
27	Repl	RT Inner bracket w/extended	BK3Z17787A	1	44.95	0.2	0.0
28	Repl	LT Inner bracket w/extended	BK3Z17788A	1	44.95	0.2	0.0
29	Repl	RT Lower reinf	KK4Z61111L22A	1	73.70	0.0	0.0
30		BACK DOOR					
31	Repl	LT Door shell high roof w/window	CK4Z6140011U	1	1,128.13	3.2	6.6
32	*	Add for Clear Coat		0	0.00	0.0	2.6
33		Add for trnsfr glass		0	0.00	0.7	0.0
34	Repl	LT Lower hinge 180 degree open	HK3Z1542900F	1	124.52	Incl.	0.4
35	*	Add for Clear Coat		0	0.00	0.0	0.1
36	Repl	LT Upper hinge w/148" wheelbase	BK3Z6126810M	1	183.42	Incl.	0.4
37	*	Add for Clear Coat		0	0.00	0.0	0.1
38		REAR BODY & FLOOR					
39	Repl	Rear body panel	CK4Z6140300C	1	537.57	4.0	1.2
40		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
41	*	Add for Clear Coat		0	0.00	0.0	0.2

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

42	Repl	RT Rear body panel support bracket	BK3Z61103B76B	1	11.07	0.2	0.2
43	*	Add for Clear Coat		0	0.00	0.0	0.1
44	Repl	LT Rear body panel support bracket	BK3Z61103B77B	1	11.07	0.2	0.2
45	*	Add for Clear Coat		0	0.00	0.0	0.1
46	Repl	Rear body reinf	CK4Z6110608B	1	235.82	6.9	0.8
47	*	Rpr Rear floor pan		0	0.00	2.0	2.6
48		Overlap Minor Panel		0	0.00	0.0	-0.2
49	SIDE PANEL						
50	Repl	LT Rear panel dual rear wheels w/window	CK4Z61279D47H	1	1,800.12	26.0	5.9
51		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
52	*	Add for Clear Coat		0	0.00	0.0	1.1
53	Repl	LT Rear pillar	CK4Z61280A59C	1	263.45	9.0	2.1
54		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
55	#	COVER CAR		1	5.00 X	0.3	0.0
56	#	HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
57	#	CORROSION PROTECTION		1	6.00	0.2	0.0
58	#	SEAM SEALER		1	10.00	0.0	0.0
59	#	Rpr FLOOR PULL SET UP		0	0.00	1.0	0.0
60	#	Rpr FLOOR PULL		0	0.00	3.0	0.0
SUBTOTALS					5,971.63	59.9	23.9

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				5,963.63
Body Labor	59.9 hrs	@	\$ 65.00 /hr	3,893.50
Paint Labor	23.9 hrs	@	\$ 65.00 /hr	1,553.50
Paint Supplies	23.9 hrs	@	\$ 33.00 /hr	788.70
Miscellaneous				8.00
Subtotal				12,207.33
Sales Tax	\$ 6,752.33	@	9.2500 %	624.59
Grand Total				12,831.92
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				12,831.92

MyPriceLink Estimate ID / Quote ID:

890630394557243392 / 96351340

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

THIS DAMAGE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK IS OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MG15, CCC Data Date 11/15/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

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Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone	#FO1190111	\$ 202.00
	3131 SOUTH NORTH POINT DRIVE, #103	A/M Bumper cover gray	
	FRESNO CA 93725	Quote: 1077260312	
	(559) 268-8146	Expires: 01/02/22	



Golden State Paint and Body

Always Quality First
1915 W. Olive Avenue, Porterville, CA 93257
Phone: (559) 781-3604
FAX: (559) 781-5802

Workfile ID: e5cd2d2a
PartsShare: 6whvbw
Federal ID: 77-057-5597
State EPA: CAL000205607
BAR: 141571

Preliminary Estimate

Customer: City of Porterville

Written By: Lupe Gamboa

Insured: City of Porterville
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
City of Porterville
291 N Main St
Porterville, CA 93257
(559) 782-7597 Business

Inspection Location:
Golden State Paint and Body
1915 W. Olive Avenue
Porterville, CA 93257
Repair Facility
(559) 781-3604 Business

Insurance Company:

VEHICLE

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

VIN: 1FBVU4X86LKA46152
License: 1610807
State: CA

Interior Color:
Exterior Color: Black
Production Date: 1/2020

Mileage In: 15,820
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction
Blind Spot Detection

Lane Departure Warning

SEATS

Cloth Seats
Bucket Seats
15 Passenger Seating

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors
California Emissions

TRUCK

Dual Rear Wheels

Preliminary Estimate

Customer: City of Porterville

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		PILLARS, ROCKER & FLOOR					
2	Blnd	LT Rocker panel					0.8
3	R&I	RT Rear rocker mldg w/side step long wheelbase				0.5	
4	R&I	LT Rear rocker mldg long wheelbase				0.5	
5	R&I	LT Lower molding w/o side load door				0.2	
6		SIDE PANEL					
7	Repl	LT Rear panel dual rear wheels w/window	CK4Z61279D47H	1	1,800.12	26.0	5.9
8		Add for Clear Coat					2.4
9	Blnd	LT Upper extn					0.9
10	Blnd	LT Front pillar					0.7
11	Repl	LT Lower panel	KK3Z6110129B	1	92.05	5.5	0.5
12	Repl	LT Rear lower panel	BK3Z6110129C	1	125.13	7.0	0.5
13		Overlap Minor Panel					-0.2
14		Add for Clear Coat					0.1
15	Repl	LT Rear pillar	CK4Z61280A59C	1	263.45	9.0	2.1
16		Overlap Minor Panel					-0.2
17	Repl	LT Lower reinf	CK4Z6141059B	1	22.98		1.5
18	*	Add for Clear Coat					0.3
19	Repl	LT Outer pillar	BK3Z6141039B	1	213.20	9.0	2.1
20	*	Add for Clear Coat					0.4
21	Repl	LT Rear panel lower reinf	YC1Z6127970A	1	7.82	0.2	0.2
22	*	Add for Clear Coat					0.1
open	Repl	Side extn	SEE FOOTNOTE	1		Incl.	
24	R&I	LT Wheel opng mldg dual rear wheels				Incl.	
25	R&I	LT Front molding black				0.2	
26	Repl	LT Corner molding	BK3Z6129397FB	1	6.98	Incl.	
27	R&I	LT Rear glass FORD, flip open window gray tint				Incl.	
28	#	Urethane kit		1	56.25		
29	R&I	LT Glass FORD, center gray tint				1.5	
30	#	Urethane kit		1	56.25		
31	R&I	LT Window molding center				Incl.	
32	R&I	LT Front trim				0.2	
33	R&I	LT Lower panel				0.2	
34	R&I	LT Center panel				0.2	
35	R&I	LT Front panel				0.2	
36	R&I	LT Front molding				0.2	
37	R&I	LT Window molding front				Incl.	

Preliminary Estimate

Customer: City of Porterville

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

38	R&I	LT Wheelhouse cover				0.2	
39	REAR BODY & FLOOR						
40	Repl	Rear body panel	CK4Z6140300C	1	537.57	4.0	1.2
41		Overlap Major Non-Adj. Panel					-0.2
42	*	Add for Clear Coat					0.2
43	Repl	RT Rear body panel support bracket	BK3Z61103B76B	1	11.07	0.2	0.2
44	*	Add for Clear Coat					0.1
45	Repl	LT Rear body panel support bracket	BK3Z61103B77B	1	11.07	0.2	0.2
46	*	Add for Clear Coat					0.1
47	Repl	Rear body reinf	CK4Z6110608B	1	235.82	6.9	0.8
48		Overlap Minor Panel					-0.2
49	Repl	LT Floor extn	KK3Z6127971C	1	56.58	1.8	0.8
50		Overlap Minor Panel					-0.2
51	R&I	Rear sill plate van				Incl.	
52	R&I	Carpet wagon, front rear				0.2	
53	R&I	Carpet wagon, front w/rear AC				0.4	
54	BACK DOOR						
55	Repl	LT Door shell high roof w/window	CK4Z6140011U	1	1,128.13	3.2	6.6
56		Overlap Major Non-Adj. Panel					-0.2
57	*	Add for Clear Coat					1.3
58		Add for trnsfr glass				0.7	
59	R&I	LT Door w/strip high roof				Incl.	
60	*	R&I Surround w/strip				Incl.	
61	*	Repl LT Door shell plug	W708928S300	1	1.50	Incl.	
62	Repl	LT Lower hinge 250 degree open	KK4Z1542900A	1	181.65	Incl.	0.4
63	*	Add for Clear Coat					0.1
64	*	R&I Upper w/strip				Incl.	
65	Repl	LT Nameplate "TRANSIT"	FK4Z9942528D	1	46.53	0.2	
66	Repl	LT Nameplate "350" w/HD	FK4Z9942528F	1	26.03	0.2	
67	R&I	LT Lower latch				Incl.	
68	*	R&I LT Lock				Incl.	
69	R&I	LT Upper molding high roof				0.1	
70	R&I	LT Lower trim panel				0.4	
71	R&I	LT Lower trim panel				0.4	
72	R&I	LT Side trim				0.1	
73	R&I	RT Side trim				0.1	
74	REAR LAMPS						
75	R&I	LT Tail lamp assy dual rear wheels				Incl.	
76	REAR BUMPER						
77	Repl	LT Add for reverse sens		1		0.1	
78	Repl	Impact bar w/o painted bumper	LK4Z17906B	1	425.55	0.8	
79	*	Repl Bumper cover paint to match	LK4Z17C829EA	1	245.58	0.7	0.0

Preliminary Estimate**Customer: City of Porterville**

2020 FORD Transit Passenger Wagon T-350 HD XLT EL High Roof 148" WB RWD w/Dual Rear Wheels 3D VAN 6-3.5L Flex Fuel Port/Direct Injection Black

80	Repl	LT Support bracket w/extended	CK4Z17788B	1	63.93	0.2	
81	Repl	LT Side extn w/extended frame 250 degree door	KK4Z17F774CF	1	328.97	Incl.	
82	Repl	LT End cap w/blind spot	LK4Z17F774GD	1	129.25	Incl.	
83	Repl	LT Inner bracket w/extended	BK3Z17788A	1	44.95	0.2	
84	Repl	LT Bumper inner support	BK3Z61247A64D	1	14.62	Incl.	
85	Repl	LT Bumper outer support	BK3Z61247A64C	1	31.08	Incl.	
86	VEHICLE DIAGNOSTICS						
87	*	Rpr	Pre-repair scan		m	0.5	M
88	*	Rpr	Post-repair scan		m	0.5	M
89	#	Rpr	FRAME SET UP			2.0	
90	#	Rpr	PULL AND MEASURE			4.0	
91	MISCELLANEOUS OPERATIONS						
92	#	Repl	SPRAY-ON OVERSPRAY MASK	1	10.00 T	0.2	
93	#	Repl	SPRAY TEST PANEL / TINT COLOR	1	7.50 T	0.5	
94	#	Rpr	DENIB/TEXTURE SAND & POLISH			2.0	
95	#	Subl	HAZARDOUS WASTE REMOVAL	1	5.00 X		
96	#	Subl	CORROSION PROTECTION	1	10.00 T		
97	#	Repl	SEAM SEALER	1	50.00 T	1.0	
SUBTOTALS					6,246.61	92.6	29.3

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				6,164.11
Body Labor	91.6 hrs	@	\$ 70.00 /hr	6,412.00
Paint Labor	29.3 hrs	@	\$ 70.00 /hr	2,051.00
Mechanical Labor	1.0 hrs	@	\$ 82.00 /hr	82.00
Paint	29.3 hrs	@	\$ 38.00 /hr	1,113.40
Miscellaneous				82.50
Subtotal				15,905.01
Sales Tax	\$ 7,355.01	@	9.2500 %	680.34
Grand Total				16,585.35

MyPriceLink Estimate ID / Quote ID:

890648314553311232 / 96364197



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Award Contract - Island Annexation Area 475 Sewer Project

SOURCE: Engineering and Project Management

COMMENT: On May 10, 2022, staff received two bids for the Island Annexation Sewer Project - Area 475. Annexation Area 475 is generally bound by Pioneer Avenue to the north, Henderson Avenue to the south, Indiana Street to the west, and will connect various locations to the east and west of Main Street. The project includes 7,550 lineal feet (1.43 miles) of 8" and 6" diameter sewer mains, twenty-six (26) sewer manholes and 102 sewer laterals.

The Engineer's Estimate of Probable Cost for the project was \$2,167,022. The low bid presented by Todd Companies of Visalia is \$1,715,000, which is \$452,022 less than the Engineer's Estimate (20.86%). An additional \$171,500 is necessary for construction contingency (10%) and \$171,500 is required for construction management, surveying, quality control and inspection services (10%), equating to a total construction cost of \$2,058,000.

Funding for the project will come from proceeds from the issuance of the 2019 Sewer Revenue Bonds, better known to staff as Certificates of Participation (COP) funds.

The bids are as follows:

Contractor	Amount
1) Todd Companies Visalia, CA	\$1,715,000
2) Everlevel Holdings, LLC Chino Hills, CA	\$2,580,360

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Island Annexation Area 475 Sewer Project to Todd Companies in the amount of \$1,715,000;
2. Authorize a ten percent (10%) contingency to cover unforeseen costs;
3. Authorize an additional \$171,500 for construction management, construction surveying, quality control, and inspection services;
4. Authorize progress payments up to one hundred percent

Item No. 5.

(100%) of the contract amount: and
5. Authorize the City Engineer to negotiate construction
surveying services with one of the firms as approved by Council
MO #02-100714.

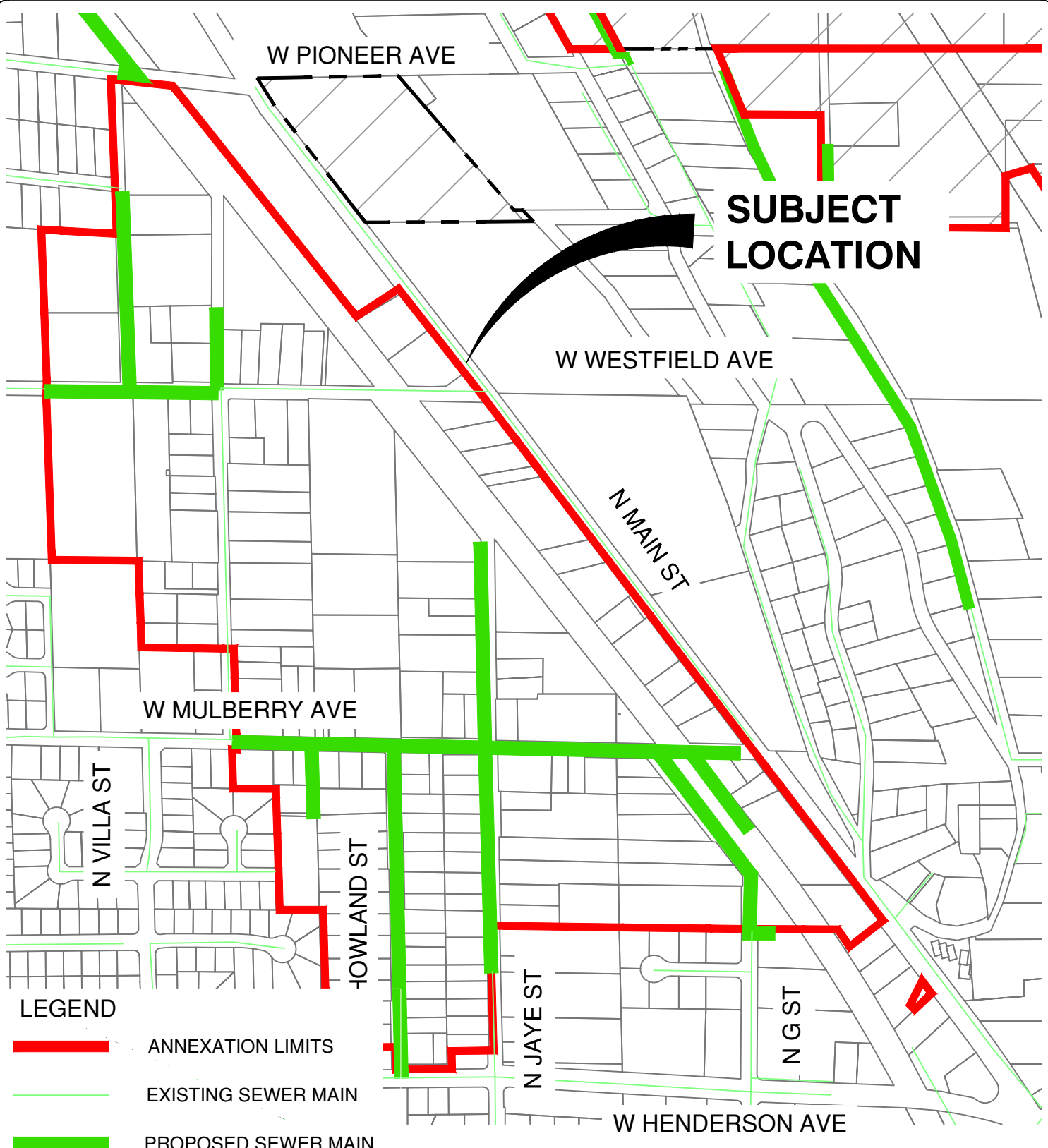
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



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

SEWER ANNEXATION
NUMBER 475D

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 500'-0"
DATE	10/2/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Execute Consultant Agreement with 4Creeks, Inc.

SOURCE: Engineering and Project Management

COMMENT: On March 22, 2022, staff received two (2) Statements of Qualifications for the design and construction services of the Butterfield Stage Corridor Project (an Active Transportation project) and the Santa Fe Byway Trail (a Clean California project). The proposals were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by City Council (Resolution # 16-2001). Staff reviewed, rated the firms and at its meeting on April 05, 2022, the Council authorized staff to negotiate a contract with 4Creeks, Inc.

Staff has completed negotiations for the design and construction services of the Butterfield Stage Corridor Project. At the time of grant application, City staff anticipated a consultant cost of approximately \$600,000 as consultant services would only be needed for portions of the delivery of grant compliant plans. Since that time, City staffing levels have dropped, requiring the entire design to be completed through consultant services. The contract for the design and construction support services of the Santa Fe Byway Trail will be presented to Council for consideration once the grant agreement has been received from the State.

Staff was able to negotiate the design services for the Butterfield State Corridor Project at a not to exceed price of \$973,752 and construction support services at a not to exceed price of \$56,219 for a total consultant price of \$1,029,971. Funding for the construction portion of this project is an Active Transportation Grant and delivery is time sensitive, making the delivery of construction plans and specifications imperative to the project's success. Funding for the design portion of this project is available through the City's Measure R Alternative Transportation funds.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That City Council:

1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for the Butterfield Stage Corridor Project, with 4Creeks, Inc. in the amount of \$1,029,971;
2. Authorize progress payments up to one hundred percent (100%) of the fee amount; and

3. Authorize the Engineering and Project Management Director to secure Measure R Funds for the design of the project.

ATTACHMENTS:

1. Draft Service Agreement
2. Scope of Services
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: May 18, 2022

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and 4Creeks Incorporated, hereinafter referred to as "CONSULTANT".

RECITALS: CITY has undertaken a project on which it is seeking assistance from CONSULTANT. Said project which will hereinafter be referred to as "project" is described as follows:

Project Name: Design and construction support services for Butterfield Stage Corridor Project

Description of Project: In general, the consultant will be provide engineering services for the Butterfield Stage Corridor Project. Details are summarized in Scope of Services as Attachment "A".

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER set forth the parties hereto do contract and agree as follows:

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in the attached proposal.

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Million Twenty-Nine Thousand Nine Hundred Seventy-One** Dollars, (\$1,029,971).

TIME OF PAYMENT: Progress payment requests shall be submitted by the 25th of each month. CONSULTANT should receive payment within 45 days of the date the bill is received.

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed by December 21, 2022,. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

CONSULTANT certifies and agrees that it is fully familiar with all of the details of the project required to perform its services. CONSULTANT agrees it will not rely upon any opinions and representations of CITY unless CITY is the only available source of said information.

SECTION 5. INDEPENDENT CONTRACTOR:

It is expressly understood that CONSULTANT is entering into this contract and will provide all services and materials required hereunder as an independent contractor and not as an employee of CITY. CONSULTANT specifically warrants that it will have in full force and effect, valid insurance covering:

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than One Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of One Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$2,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

It is acknowledged by the parties that CITY has entered into this contract with the express understanding that CONSULTANT will perform all work. CONSULTANT shall not, without the written consent of CITY, assign, transfer or sublet any portion or part of this work, nor assign any payments to others.

SECTION 8. AFFIRMATIVE ACTION.

CONSULTANT will not discriminate against any employee, or applicant for employment as required by applicable Federal and State law.

SECTION 9. CONFLICT OF INTEREST CODE:

CONSULTANT agrees to comply with the regulations of CITY'S "Conflict of Interest Code." Said code is in accordance with the requirements of the Political Reform Act of 1974.

CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Porterville Conflict of Interest Code, as that term is applied to consultants.

SECTION 10. TERMINATION:

Either party for just cause may terminate this contract by giving seven (7) days written notice to the other party. Upon termination by CITY, CITY shall be relieved of any obligation to pay for work not completed including profit and overhead. CONSULTANT may be entitled to just and equitable compensation for satisfactory work completed, except CITY can withhold damages incurred as a result of the termination.

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between

the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that this Agreement is entered into and is to be performed in Tulare County, California. CONSULTANT hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

May 9, 2022

Ms. Sarah Weaver

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



Subject: Design Proposal for the Butterfield Stage Corridor Project, Revision 1

Dear Ms. Weaver,

We have prepared a scope of work and fee for the services required to complete the plans, specifications, and engineer's opinion of probable construction costs (PS&E) for the proposed Butterfield Stage Corridor project. The project is approximately 4.3 miles of Class I path along the previous railroad right of way between Main Street near Yates Avenue to North Grand Avenue. Our understanding is that the scope of work will generally include the following improvements:

- Approximately 4.3 miles of 8' wide asphalt trail with 2' wide shoulders
- Seven (7) new Rectangular Rapid Flashing Beacon (RRFB) Systems with In-Roadway Warning Lights (IRWL)
- Five (5) new Pedestrian Hybrid Beacons
- Twenty (20) accessible curb ramps
- Approximately 4,200 SF of colored, stamped concrete sidewalk for five (5) bench areas
- Approximately 4,300 SF of colored, stamped concrete sidewalk at Date Avenue
- Replacement of three (3) small waterway crossings with culverts
- Approximately 4.3 miles of 16" reclaimed water transmission line
- Replacement of eight (8) drive approaches
- Landscaping and irrigation for the length of the path
- Solar lighting for the length of the path
- Other trail amenities, such as benches, bike racks, bollards, trash receptacles, drinking fountains, and path map signs
- Signing, striping, and markings for the path and roadway crossings

We understand the section of Butterfield Stage Corridor between College Avenue and North Grand Avenue is included as part of an Active Transportation Program (ATP) project and the southern extension of the corridor from College Avenue to Main Street near Yates Avenue will be funded with other monies. 4Creeks will track the work included for these sections separately for funding purposes; however, both sections shall be included in the final construction documents. Separate PS&E packages will not be provided.

Below you will find a breakdown of the tasks needed to complete this project.

Task 1: Project Management

4Creeks will act as the prime consultant and will manage the design team's progress throughout the life of the project. The City of Porterville will be the Contract Administrator for the project and the direct liaison with Caltrans District 6 Division of Local Assistance. The purpose of the Project Management task is to organize the efforts of the project team, including subconsultants and the City, to keep the project on schedule and on budget. 4Creeks will:

- Manage project tasks and completion of work products
- Coordinate and manage subconsultants
- Manage and update the project schedule in coordination with the City of Porterville
- Schedule meetings in coordination with the City of Porterville

- Represent the 4Creeks Team at project coordination meetings
- Prepare and distribute project coordination meeting minutes
- Respond to the City's questions/correspondence
- Implement and maintain quality control procedures across all disciplines involved in the project
- Provide overall quality control of the contract documents
- Prepare and submit monthly invoices to the City of Porterville

4Creeks will coordinate, schedule, and participate in project meetings with the City and other appropriate agencies. 4Creeks assumes up to eight (8) monthly project coordination meetings to be held virtually. We also assume one (1) in-person meeting to review City comments of the preliminary conceptual layout, as well as an in-person meeting to review City comments after the 30%, 90%, and 100% submittals.

The above **Task 1** services will be provided for a **Fixed Fee of \$64,890**. This task assumes up to eight (8) monthly project coordination meetings held virtually and four (4) in-person design review meetings. Please note additional meetings have been identified and included in other tasks. 4Creeks will be available to attend additional in-person or virtual meetings, as needed and approved by the City on a time and materials basis.

Task 2: Project Initiation

Upon contract authorization, the Project Initiation task will allow for 4Creeks to research, compile, and present to the City a list of known issues and conflicts within the site parameters, and to propose what design improvements will be needed to address these issues. 4Creeks will:

- Conduct a site-visit and assess the conditions involving the design of the project
- Develop a list of issues, questions, and coordination items
- Identify the necessary improvements needed for a complete design
- Schedule and attend the project kick-off meeting
- Prepare agenda for the project kick-off meeting
- Review and refine the project schedule included in the contract agreement
- Define City and Consultant responsibilities
- Review and discuss the scope of work and budget per the contract agreement
- Prepare and distribute project kick-off meeting minutes

The above **Task 2** services will be provided for a **Fixed Fee of \$14,610**. This task assumes one (1) project kick-off meeting.

Task 3: Topographic Survey

4Creeks will complete the topographic survey which shall include, but not be limited to, the following:

- Full topographic survey of the railroad right of way used for the trail.
- Full topographic survey of streets at trail crossings approximately 200' each way mainly to determine reclaimed water main alignment.
- 50' cross sections
- Sewer and storm drain inverts to be dipped wherever possible
- More detailed topographic survey around accessibility ramp locations
- Existing observable improvements within the right of way or directly adjacent thereto that may be affected by the project
- Observable utilities including fire hydrants, water meter boxes, sewer cleanouts, sewer and storm manholes, valve boxes, etc.
- Tie into City of Porterville benchmark and coordinate system

Our understanding is that after the topographic survey is completed and preliminary wet utility design has been completed, 4Creeks or others may pothole the existing utilities that may conflict with new project improvements. 4Creeks' survey crew will survey in the surface locations of these potholes after the potholing has been completed so this information can be incorporated into the project design.

Right of way limits will be drafted on the topographic survey from record maps. This fee does not include ordering title reports for separate properties or record research of dedicated easements/additional right of way along the corridor.

The above **Task 3** services will be provided for a **Fixed Fee of \$61,120**.

Task 4: Utility Research and Coordination

4Creeks will work with utility companies affected by the project in providing a complete set of plans for construction bidding. Along the Butterfield Stage Corridor, wet and dry utilities that will need to be included in the topographical base map. 4Creeks will complete utility research to identify and mitigate existing and potential conflicts especially at the roadway crossings. 4Creeks will complete the following utility research and coordination:

- Obtain utility plats and record drawings from utility companies
- Schedule meetings and site visits with affected utility companies and the City of Porterville in identifying utility conflicts
- Include obtained utility information in the topographic survey and base map
- Draft conflict maps for each affected facility
- Utilize potholing information in updating the utilities added to the topographic survey and to clarify uncertainties regarding the existing utilities
- Coordinate follow-up meetings with affected utility companies
- Coordinate with affected utility companies in relocating utilities prior to construction

The above **Task 4** services will be provided for a **Fixed Fee of \$46,965**.

Task 5: Geotechnical Analysis

4Creeks subconsultant, Krazan & Associates, will perform a geotechnical investigation. Krazan will drill 22 borings over the length of the proposed Class I path to a depth of five to 10 feet or auger refusal. Ten R-Values will also be collected for laboratory R-Value testing. Prior to drilling operation, an encroachment permit from the City of Porterville will be obtained and Underground Service Alert (USA) will be notified. All fieldwork will be done under the supervision of a Geotechnical Engineer or Senior Geologist. Recommendations for lime-treated subgrade will be included. A final geotechnical report of the findings will be provided.

The above **Task 5** services will be provided for a **Fixed Fee of \$20,585**.

Task 6: Phase II ESA

4Creeks subconsultant, Krazan & Associates, will complete a Phase II Environmental Site Assessment (ESA) as required and noted in the Phase I ESA completed by Provost & Pritchard (P&P), dated July 8, 2020. In the Phase I ESA, P&P identified four (4) Recognized Environmental Conditions (RECs) along the proposed trail. Although none overlap the proposed trail, each poses a potential soil vapor concern. Based on the P&P information, the 4Creeks Team proposes to install and sample three (3) borings/soil vapor probes near each of the RECs for a total of 12 borings/temporary soil vapor points. The soil borings will be completed to a depth of five (5) feet below ground surface (bgs). The soil vapor probes will be installed at a depth of five (5) feet bgs and the samples will be analyzed for volatile organic compounds (VOCs).

Since the proposed trail runs along the former railroad track alignment, the P&P report also indicates that a sampling and analysis plan (SAP) should be developed that would include sampling and analysis for total petroleum hydrocarbons (TPH), VOCs, organochlorine pesticides (OCPs), and heavy metals (including arsenic). The 4Creeks Team will prepare the SAP which required the collection and analysis of additional soil samples.

Two (2) soil samples will be collected at each location. The soil samples will be collected at depths of 0.5 feet and three (3) feet bgs (Note: only the 0.5 feet bgs sample will be analyzed and the deeper sample will be placed on hold pending the results of the shallow sample.) Analysis for 12 soil samples is included. The soil samples will be analyzed for TPH, VOCs, metals, and OCPs.

The work will include preparation of a draft report for the City's review and approval.

The above **Task 6** services will be provided for a **Fixed Fee of \$39,618**.

Task 7: Potholing (Optional)

4Creeks, with support from our subconsultant 4CG Construction, will perform potholing to identify and mitigate potential conflicts. The 4Creeks Team will obtain an encroachment permit from the City as well as verify pothole locations. A traffic control plan that will be implemented throughout the process will also be provided. For this scope of work and fee, we have assumed up to 25 potholes and five (5) days with a hydrovac truck with three (3) operators. We have also assumed there will be five (5) days of traffic control, including two (2) days of shoulder or lane closures, and three (3) days flagging with two (2) flaggers. Pothole report documentation will be provided.

The above **Optional Task 7** services may be provided for a **Fixed Fee of \$89,538**.

Task 8: PS&E for Civil Design of ATP Project Area

The 4Creeks Team will prepare PS&E for review/approval by the City for the ATP project area from North Grand Avenue to College Avenue. Plans and cost estimates will be provided at the 30%, 90%, and 100% submittal stages. Specifications will be provided at the 90% and 100% submittal stages. Commitment mitigation measures in the environmental documents provided by the City will be incorporated into the appropriate contract documents. It is anticipated that the City will provide a full review of the documents submitted at each stage of the project and will provide their comments to 4Creeks. The 4Creeks Team will address the City's comments and revise the plans as appropriate and provide the City with responses to comments.

The following will be submitted with the 30%, 90%, 100%, and final submittals, or as noted below:

- Full-sized (24" x 36") plans – one hardcopy and electronic PDF file
- Specifications – one hardcopy and one electronic PDF file (90%, 100%, and final submittals)
- Engineer's Opinion of Probable Construction Costs – one hardcopy and one electronic PDF file
- Electronic copy of specifications in MS Word format (90%, 100%, and final submittals)
- 4Creeks response to comments and tracking - electronic PDF (90%, 100%, and final submittals)
- Electronic copy of plans in AutoCAD Civil 3D 2019 (submitted with final, signed plans only)

After final comments are addressed, one (1) set of the following hard copies will also be submitted for the final, signed contract documents:

- Full-sized plans
- Specifications
- Engineer's Opinion of Probable Construction Costs

Construction Plans

4Creeks will submit construction plans that conform to current regulations and guidelines in accordance with City of Porterville's Standard Plans and Specifications, Caltrans Standards and Specifications, and applicable AASHTO geometric design guidelines. It is anticipated the project improvements can be designed within the existing City right of way or the necessary right of way or easement areas will be obtained by the City.

Project plans will be prepared in AutoCAD Civil 3D on 24" x 36" size sheets. 4Creeks anticipates providing the following plan sheets for the project:

- Cover Sheet
- Topographic Survey Plans (assumed at 1" = 20' scale, 20 sheets)
- General Notes and Legend
- Key Map (assumed at 1" = 200' scale, 10 sheets)
- Cross Sections (assumed at 1" = 10' scale, 1 sheet)
- Layout Sheets & Utility Plan and Profile Sheets (assumed 1" = 20' scale, 46 sheets). Reclaimed water profiles will be shown on these sheets. Electrical improvements will be shown on these sheets also.
- Curb Ramp Detail Sheets (assumed 4 per page at 1" = 5' scale, 5 sheets). Ramp details will include elevations, dimensions, and will show transitions to the existing concrete sidewalks.

- Drive Approach Details (assumed 4 per page at 1" = 5' scale, 2 sheets)
- Construction and City Standard Details (assumed 5 sheets)
- Pedestrian Hybrid Beacon Plans (assumed 1" = 20' scale, 5 sheets)
- Rectangular Rapid Flashing Beacon Plans (assumed 1" = 20' scale, 7 sheets)
- Signing and Pavement Delineation Plans (assumed 1" = 20' scale, 12 sheets)
- Architectural Plans and Details
- Structural Plans and Details
- Landscape and Irrigation Plans and Details

Specifications and Cost Estimate

4Creeks will prepare the project specifications and engineer's opinion of probable construction costs for the project. The City shall provide 4Creeks their current City specifications and technical special provisions in MS Word. Based on directions received from the City, 4Creeks anticipates the City will prepare the up-front, boilerplate specifications. 4Creeks shall prepare and provide the following:

- Short project description to be included in the project specifications
- Special provisions, technical specifications, and needed appendices for the project specifications
- Engineer's opinion of probable construction costs
- Bid item description, including measurement and payment for each item
- Excel file showing itemized quantity breakdowns

Special provisions and technical specifications that are not covered by the City's Standard Specifications will be prepared using Caltrans Standard Specifications and Special Provisions, California Manual on Uniform Traffic Control Devices, manufacturer or industry standard specifications for the specific items identified, or similar technical specifications of previous projects.

The above **Task 8** services will be provided for a **Fixed Fee of \$342,875.**

Task 9: PS&E for Civil Design of Southern Trail Extension

The 4Creeks Team will prepare PS&E for review/approval by the City for the trail extension south of College Avenue to the Main Street connection near Yates Avenue. Since the southern trail extension will be funded with other monies and is not included in the ATP project, 4Creeks will track the work completed for this section separately. However, PS&E submittals will be made as defined in Task 8.

The above **Task 9** services will be provided for a **Fixed Fee of \$34,340.**

Task 10: PS&E for Reclaimed Water Line

4Creeks will prepare PS&E for a 16" reclaimed water line along the Class I bike path from North Grand Avenue to the Main Street connection near Yates Avenue. The reclaimed water line will not cross Tule River as part of this project. Therefore, the water line will not be included between Date Avenue and the south side of Tule River. The water line will cross Poplar Ditch. PS&E will be submitted for the reclaimed water line as defined in Task 8.

The above **Task 10** services will be provided for a **Fixed Fee of \$47,625.**

Task 11: PS&E for Pedestrian Hybrid Beacons and RRFB Systems

4Creeks will prepare PS&E for seven (7) new RRFB systems with IRWL and for five (5) new pedestrian hybrid beacons. PS&E will be submitted for the pedestrian hybrid beacons and RRFB systems as defined in Task 8.

RRFB with IRWL systems will be designed for the trail crossings at Orange, Putnam, Thurman, Bellevue, Westfield, and North Grand Avenues and at the existing crosswalk across Main Street at Date Avenue. Pedestrian hybrid beacons will be designed for the trail crossings at Olive, Morton, and Henderson Avenues. Pedestrian hybrid beacons will also be designed for two (2) new crossings across Main Street near the State Route 190 on- and off-ramps (one near Vandalia Avenue and one near the transit stop north of College Avenue).

The above **Task 11** services will be provided for a **Fixed Fee of \$65,670.**

Task 12: Architectural Services

4Creeks will complete the architectural services listed below. PS&E for architectural items will be submitted as defined in Task 8.

- Coordinate with Structural Engineer regarding the existing Poplar Ditch bridge (see Task 13), including:
 - Provide technical memorandum with recommendations for ADA and safety
 - Provide repair details and bridge improvements
- Design and construction drawings of covered benches
- Coordination with fabricator for shade structures and benches
- Design and coordination of access at Zalud Park, including:
 - Recommendations for either a prefabricated bridge or ramps to help reduce construction costs at both the north and south side of Zalud Park
 - Design and construction drawings of option selected
 - Provide overall design compatibility and flatwork coordination, including plumbing and lighting fixtures and equipment design compatibility

The above **Task 12** services will be provided for a **Fixed Fee of \$35,960**.

Task 13: Structural Services

4Creeks will complete the structural engineering services listed below.

- Visually observe the existing Poplar Ditch bridge
- Evaluate condition of the existing Poplar Ditch bridge and analyze for support of pedestrians and maintenance vehicle traffic
- Provide a technical memorandum with the results of findings
- If the existing Poplar Ditch bridge is deemed adequate, provide repair details and bridge improvement (improve the path, add rails, etc.)
- If the evaluation determines the existing Poplar Ditch bridge damage is too extensive, provide recommendations to address bridge replacement outside of the scope of this project

PS&E for the following structural engineering items will be submitted as defined in Task 8:

- Poplar Ditch bridge repair details and bridge improvement if bridge deemed adequate as noted above
- Culvert design to replace three (3) small waterway crossings – two (2) for the ATP Project Area and one (1) for the Southern Extension
- Pre-engineered bridge and foundation design for pedestrian crossing to Zalud Park
- Solar light standard foundation design
- Bollard foundation design

The above **Task 13** services will be provided for a **Fixed Fee of \$43,200**.

Task 14: Landscape and Irrigation

4Creeks subconsultant, Wood Architecture, will complete the landscape and irrigation tasks listed below. PS&E for landscape and irrigation items will be submitted as defined in Task 8.

- Provide a 1" = 10' scale overall construction layout plan for decorative paving elements
- Provide construction details, sections, and elevations necessary to communicate the design intent
- Provide a 1" = 20' scale overall materials plan for site amenities including trash receptacles, benches, bollards, and dog waste receptacles
- Provide a 1" = 20' scale planting soils plan indicating soil treatment type, locations, and requirements
- Provide a 1" = 20' scale irrigation plan indicating location, type, and size of the irrigation sprinkler heads and piping for an automatic irrigation system; prepare AB1881 Water Conservation documentation as required by the State of California
 - Prepare hydrozone plans

- Prepare irrigation schedules
 - Prepare water calculations
- Prove a 1" = 20' scale planting plan indicating location, type, size, and quantity of trees, shrubs, lawn, and ground cover
- Provide paving, planting soil, irrigation, and planting details
- Provide tree protection, paving, planting soil, irrigation, and planting specifications

The above **Task 14** services will be provided for a **Fixed Fee of \$20,624**.

Task 15: DSA Review (Optional)

As this is an ATP project, it may need to be reviewed and approved by the Division of the State Architect (DSA) for accessibility standards. DSA review ensures the project plans and specifications comply with accessibility requirements set forth by the Americans with Disabilities Act and meet all DSA preferences. 4Creeks is including this as an optional task should it be needed. DSA review process requires a fee for submittal which is calculated as a percentage of construction costs. 4Creeks has assumed any fees will be paid for by the City.

If DSA review is required, 4Creeks will submit to DSA per their requirements. DSA's review comments will be returned to 4Creeks for needed revisions, if any. 4Creeks will address DSA comments and schedule the required backcheck appointment with the DSA Accessibility Reviewer. 4Creeks will coordinate with DSA to receive approval as efficiently as possible. If DSA approval is required, construction may not begin until approval is obtained.

The above **Optional Task 15** services will be provided on a **time and materials basis**. We propose the City budget **\$9,380** for these services. This fee assumes one (1) meeting with DSA will be held virtually and no in-person meetings at a DSA facility will be required. This fee also assumes any required fees for DSA review will be paid for by the City.

Task 16: Caltrans Encroachment Permit

4Creeks will request a virtual meeting with the City and Caltrans District 6 Encroachment Permits Office staff to review the scope of the project within Caltrans right of way and verify needed items for encroachment permit approval. 4Creeks will prepare the Caltrans Encroachment Permit Application Package (EPAP) and submit for their review and comment. 4Creeks will meet with Caltrans virtually to review comments to the EPAP and revise and resubmit for final approval. The required Stormwater Pollution Prevention Plan (SWPPP) will be included as part of the EPAP.

It is assumed that this project will only require Caltrans' EPAP approval, and the project is not considered high-impact or trigger a Project Delivery Quality Management Assessment Process (QMAP) or other Caltrans approval process. We have also assumed a Traffic Management Plan (TMP), traffic control plans, Design Engineer Evaluation Report (DEER), Permit Engineering Evaluation Report (PEER), Design Standard Decision Document (DSDD), or other additional report will not be required with the EPAP for permit approval.

The above **Task 16** services will be provided on a **time and materials basis**. We propose the City budget **\$21,100** for these services. This task assumes up to three (3) virtual meetings with Caltrans.

Task 17: Lower Tule River Irrigation District (LTRID) Coordination

4Creeks understands the rehabilitation of the structure crossing Poplar Ditch and the reclaimed water line crossing Poplar Ditch will require review and approval by LTRID. 4Creeks will coordinate with LTRID to submit the appropriate plans and information to obtain approval. It is understood that LTRID may request Tule River Association (TRA) review the project documents to ensure the project does not affect operations of the TRA member agencies. However, 4Creeks has assumed permits from TRA will not be required.

It is assumed the project will not alter the flow of Poplar Ditch or Tule River or alter the Tule River streambed during any phase of the project, including construction or accessing the area during construction. Therefore, we have assumed only approval by LTRID will be needed and additional permits will not be required, including but not limited to the following:

- Department of Fish and Wildlife
- San Joaquin County Flood Control and Water Conservation District 3615 Encroachment Permit
- U.S. Army Corp of Engineers 404 Permit

The above **Task 17** services will be provided on a **time and materials basis**. We propose the City budget **\$6,560** for these services. This task assumes up to three (3) virtual or in-person meetings with LTRID and/or TRA.

Task 18: Bidding Phase Services

4Creeks will provide assistance during the bidding phase to help the City receive clear and concise bids from Contractors for the project construction. 4Creeks will provide the following bidding phase services:

- Attend and participate in a pre-bid meeting with the City and Contractors
- Provide supplemental instructions and clarifications to bidders as necessary; produce addendums to modify the bid documents (plans and specifications) as required
- Review bids received at the bid opening held by the City and provide a recommendation for award

The above **Task 18** services will be provided on a **time and materials basis**. We propose the City budget **\$9,093** for these services. This task assumes one (1) in-person pre-bid meeting to be held at the City's office or at the project site.

Task 19: Construction Assistance, CE Task

4Creeks will assist during construction, including but not limited to the following services:

- Attend and participate in the preconstruction meeting
- Respond to Requests for Information
- Review technical submittals if requested by the City
- Assist with change order review if requested by the City
- Prepare as-built record drawings in AutoCAD based on red-lined plans provided by the City/Contractor

Project costs for the above **Task 19** services will be provided on a **time and materials basis**. We propose the City budget **\$38,849** for these services. This task assumes one (1) in-person preconstruction meeting to be held at the City's office.

Task 20: Post Construction Counts, CE Task

4Creeks subconsultant, Metro Traffic, will have post construction user counts conducted for the Class I path in accordance with the guidelines of the *Interim Count Methodology Guidance for Active Transportation Program, Revised September 2019*. As indicated in guidance, pre-construction user counts are not required and are assumed to be zero as this is a new facility. The counts will be 24-hour bicycle and pedestrian intersection counts for seven days. Counts will be conducted at seven locations (maximum required for large infrastructure projects) to be coordinated with and agreed to by the City.

The above **Task 20** services will be provided for a **Fixed Fee of \$17,370**.

Total Amount for Tasks 1 to 6, 8 to 14, and 16 to 18 =	\$874,834
Total Amount for Optional Tasks 7 and 15 =	\$98,918
Total Amount for Construction Engineering Tasks 19 & 20 =	\$56,219
Total Estimated Contract Amount if all Tasks 1 to 20 are included =	\$1,029,971

Schedule

4Creeks has attached a proposed project schedule which anticipates the project plans, specifications, and engineer's opinion of probable construction costs (PS&E) will be completed by December 31, 2022. However, we would like to provide some clarification and comments on the proposed schedule and the City's anticipated timeline for this project. The items listed below are being provided to give the City the best chance possible of meeting their schedule. Some schedule items are controlled by other agencies, such as Caltrans, DSA, or LTRID, and are not

within 4Creeks control. However, our staff will aggressively pursue these items to get approvals as soon as reasonably possible.

1. **City-provided information/data** – The City shall provide the following information/data immediately upon notice to proceed:
 - Current City Standard Plans
 - Current City specifications and technical special provisions in MS Word
 - Record drawings of the project area
 - AutoCAD files of the project's conceptual plans
 - Right of way documents, railroad ownership documents, or title reports for the project
 - Any utility information the City may have for the project area
 - Conceptual plans for the Animal Shelter
2. **Expediting Permits** – The City will need to expedite any required City permits, such as for potholing or geotechnical investigations, so they are approved right away and there is no delay in work to be completed.
3. **Expediting City Review** – The City will need to expedite their review of the PS&E submittals. 4Creeks has included seven (7) working days for the City's review of the 30%, 90%, and 100% submittals.
4. **Utility Relocation Process** – At this time, it is unknown if there are any major utilities that will require relocation. 4Creeks staff will work with the utility companies as efficiently and quickly as possible to finalize the necessary utility relocation packages.
5. **DSA Approval** – At this time, typical DSA approval timelines are unknown. However, DSA submittal appointments must be made a minimum of eight weeks prior to the appointment date. The fee and a draft set of plans are due immediately after the appointment is made. Final plans are due one (1) week prior to the DSA submittal date. The backcheck appointment must be made a minimum of 10 days prior to the appointment. From our past experiences, the DSA process can take approximately five (5) to six (6) months. DSA approval would not be completed prior to December 31, 2022, should it be needed.
6. **Caltrans Encroachment Permit Application Package (EPAP) Approval** – It is assumed that this project will only require Caltrans' EPAP approval, and the project is not considered high-impact or trigger a Project Delivery QMAP or other Caltrans approval process. This also assumes a TMP, traffic control plans, DEER, PEER, DSDD, or other additional report will not be required with the EPAP for permit approval. At this time, Caltrans approval can take approximately two months or longer. Since 100% completed plans must be submitted with the EPAP, it is not anticipated that Caltrans approval will be received prior to December 31, 2022. However, 4Creeks will submit the Caltrans EPAP with the final plans and will work diligently to obtain approval.
7. **LTRID Coordination** – At this time, typical LTRID timelines are unknown. 4Creeks staff will work with LTRID as efficiently and quickly as possible to finalize the necessary plans to obtain LTRID approval.

City of Porterville Responsibilities

- Provide information/data as noted in item 1 above
- Provide potholing as necessary to determine true utility locations (4Creeks has provided a cost for potholing as an optional task should the City be unable to provide potholing services)
- Provide responses to Consultant's questions within two (2) days throughout the project
- Attend and participate in monthly project coordination meetings and City review meetings
- Provide expedited permits and City review to maintain the project schedule
- Act as the Contract Administrator and be the direct liaison to Caltrans responsible for all Caltrans documentation and authorizations (other than noted in this scope of work)

Exclusions

- Any work not specifically listed in this scope of work is excluded

We are very excited to submit this proposal and look forward to continuing to develop a strong working relationship with the City of Porterville. If you have questions or need additional information, please feel free to give us a call to discuss.

Sincerely,



Chris Crawford, PE 71192
Senior Civil Engineer



Matthew D. Ainley, PE 66233
Principal-In-Charge

encl: 4Creeks, Inc. Fee Estimate Breakdown
4Creeks Fee Schedule
Current Prevailing Wage Surveying Rates
Project Schedule

LMWD/CC
Job No. 22107

Fee Breakdown Revision 1 Date: 5/9/22
4Creeks Project No. 22107
Matt Ainley and Chris Crawford

Task 11 - PS&E for Pedestrian Hybrid Beacons and RRFB Systems																	
Project Specifications & Cost Estimates		16		16													\$4,720
Plans 30%, 90%, 100% & Final	16	166	120	114				10									\$60,950
																	\$65,670

[illegible]

Task 15 - DSA Review (Optional) - Time and Materials																	
DSA Submittals			40	4													\$6,500
DSA meeting (one virtual meeting)			9	9													\$2,880
																	\$9,380

Task 17 - Lower Tule River Irrigation District (LTRID) Coordination - Time and Materials																
LTRID submittals (up to three)			9	9			2									\$3,280
LTRID and/or TRA meetings (up to three virtual or in-person)			9	9			2									\$3,280
																\$6,560

Task 19 - Construction Assistance - Time and Materials																	
Attend Preconstruction Meeting			4	4		4	4										\$2,580
Respond to RFI's and Document Revisions during bid			20	10		8	8										\$7,250
Assist City with Minimal Submittal Review			12	4		12	8										\$5,620
Assist City with Minimal Change Order Review			20	8		2	2										\$4,950
Field Visit Assistance				20													\$7,519
Draft Record As-Built Drawings		36	18	8		8	8						\$3,060			\$500	\$10,930
																	\$38,849

Butterfield Stage Corridor Trail

Fee Breakdown Revision 1 Date: 5/9/22

4Creeks Project No. 22107

Matt Ainley and Chris Crawford

TASK NUMBER
TOTAL:

4Creeks											Subconsultants				Reimbursable Expenses	TOTAL
Project Tech 3	Project Tech 4	Engineer	Senior Engineer	Senior Utility Designer	Architect	Structural Engineer	Principal Engineer	Assistant Surveyor	Principal Land Surveyor	Survey Crew (2-Man Topo)	Krazan	Wood	4CG	Metro Traffic		
\$105	\$120	\$145	\$175	\$160	\$145	\$180	\$200	\$110	\$180	\$280	1.15	1.15	1.15	1.15	Fee Varies	
561	1,488	1,466	1,187	95	296	194	102	82	53	152	\$52,350	\$22,353	\$77,859	\$14,700	\$5,300	\$1,029,971

SUBTOTAL FEE WITHOUT OPTIONAL OR CONSTRUCTION ENGINEERING (CE) TASKS	\$874,834
OPTIONAL TASKS	\$98,918
CONSTRUCTION ENGINEERING PHASE TASKS 19 & 20	\$56,219
TOTAL FEE WITH OPTIONAL AND CE TASKS	\$1,029,971



4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Architectural Services	
Associate Engineer	\$125	Architectural Designer	\$105
Engineer	\$145	Architect	\$145
Senior Engineer	\$175		
Principal Engineer	\$200		
Planning Services		Construction Inspection (Non-Prevailing Wage)	
Associate Planner	\$100	Associate Construction Inspector	\$110
Planner	\$125	Construction Inspector	\$130
Senior Planner	\$150	Senior Construction Inspector	\$150
Principal Planner	\$175		
Structural Engineering Services		Construction Management	
Associate Structural Engineer	\$145	Associate Construction Manager	\$125
Structural Engineer	\$160	Construction Manager	\$145
Senior Structural Engineer	\$180	Senior Construction Manager	\$175
GIS Services		Technical Services	
Associate GIS Technician	\$90	Project Technician I	\$85
GIS Technician	\$100	Project Technician II	\$95
Senior GIS Technician	\$120	Project Technician III	\$105
		Project Technician IV	\$120
Utility Design Services		Public Outreach Coordination	
Associate Designer	\$105	Associate Outreach Coordinator	\$105
Designer	\$130	Outreach Coordinator	\$125
Senior Designer	\$160		
Land Surveying Services		Water Consulting Services	
Assistant Surveyor	\$110	Associate Water Consultant	\$115
Land Surveyor	\$135	Water Consultant	\$135
Senior Surveyor	\$155	Senior Water Consultant	\$165
Principal Land Surveyor	\$180		
1-Man Survey Crew *	\$150		
2-Man Survey Crew *	\$220	Executive Staff	
3-Man Survey Crew*	\$275	Associate Executive	\$120
Drone Pilot	\$155	Executive	\$145
		Senior Executive	\$165
Software Engineering Services		Expert Witness	
Assistant Software Engineer	\$75	Expert Witness	\$300
Associate Software Engineer	\$90		
Software Engineer	\$135		
Senior Software Engineer	\$165		

Direct Charges

At cost plus fifteen percent (15%):

- Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

*Prevailing wage rates by separate schedule – Varies by County



4Creeks, Inc. Fee Schedule – Professional

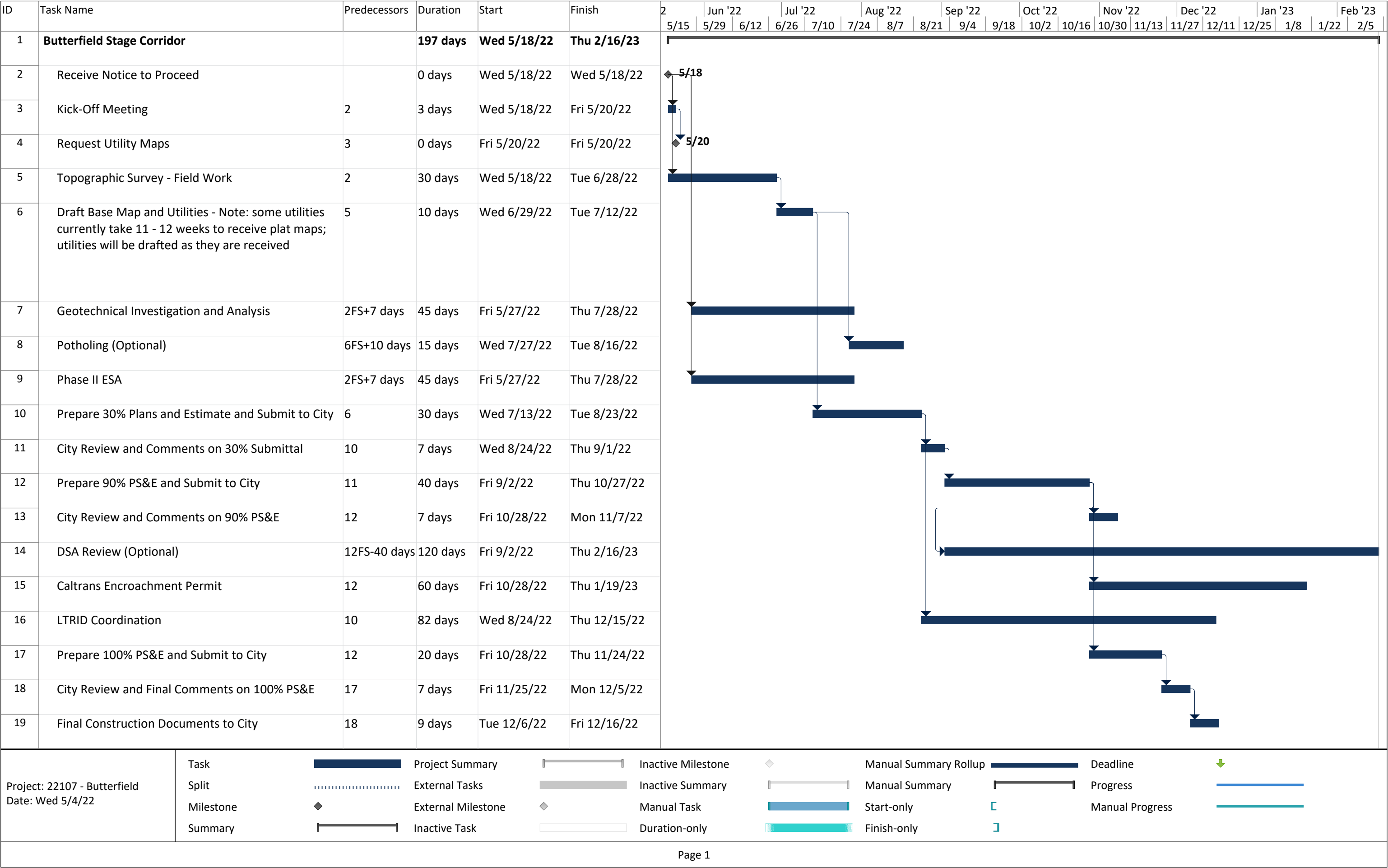
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

Classification	Charges Per Hour
Construction Inspection (Prevailing Wage)	
Construction Inspector	\$150
Construction Inspector Over Time	\$180
Construction Inspector - Sunday	\$210
Land Surveying (Prevailing Wage)	
1-Man Survey Crew – Tulare County	\$150
1-Man Survey Crew – Fresno County	\$150
1-Man Survey Crew – Kings County	\$150
1-Man Survey Crew – Kern County	\$150
1-Man Survey Crew – Merced County	
2-Man Survey Crew – Tulare County	\$280
2-Man Survey Crew – Fresno County	\$280
2-Man Survey Crew – Kings County	\$280
2-Man Survey Crew – Kern County	\$280
2-Man Survey Crew – Merced County	\$280

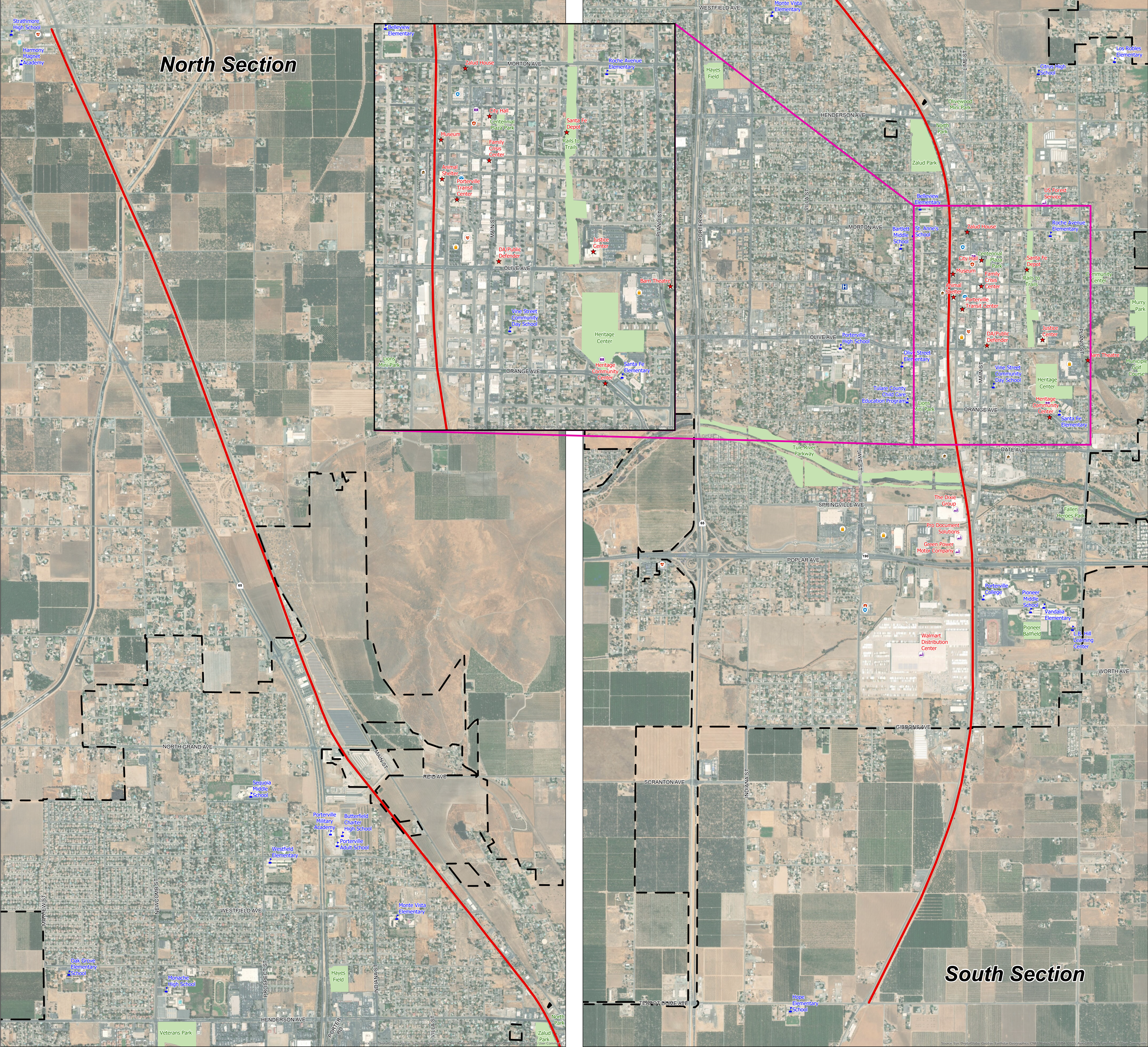
Direct Charges

At cost plus fifteen percent (15%):

- *Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)*
- *Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.75 per sq. ft. large printing*
- *Equipment rentals, subcontractors, laboratory analyses*



Butterfield Stage Corridor





CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Acceptance of Final Subdivision Map - The Villas at Sierra Meadows, Phase Two (Smee Homes, Inc.)

SOURCE: Engineering and Project Management

COMMENT: The subdivider, Smee Homes, Inc., has submitted the final map of the subject project for City Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has submitted the required guarantee to the City to complete and/or accept all necessary public improvements on the project. A subdivision agreement between the subdivider and the City has been executed, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 10-2020. The improvement plans, specifications, dedications, and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

1. Approve the final subdivision map of The Villas at Sierra Meadows, Phase Two;
2. Accept all offers of dedication shown on the final map or by separate deed document; and
3. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENTS: 1. Final Map: The Villas at Sierra Meadows, Phase 2

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

OWNER'S STATEMENT

WE HEREBY STATE WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINES, AND HEREBY CONSENT TO THE RECORDATION OF SAID MAP.

WE HEREBY DEDICATE FOR PUBLIC USE THE STREETS WITHIN THE BOUNDARY OF SAID MAP.

WE HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS 1 THROUGH 39 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

THE O'SULLIVAN FAMILY REVOCABLE TRUST

BY: THOMAS J. O'SULLIVAN, TRUSTEE

BY: DEBORAH L. O'SULLIVAN, TRUSTEE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF } S.S.

ON , BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEY AUTHORIZED CAPACITY AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S),OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

NOTARY PUBLIC

PRINTED NAME:

COUNTY OF:

COMMISSION EXPIRES:

COMMISSION NO:

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED FEBRUARY 4, 2020.

DATED THIS DAY OF , 20 .

JON RIDENOUR
COMMUNITY DEVELOPMENT DIRECTOR

FLOOD HAZARD INFORMATIONAL NOTE

THE FOLLOWING FLOOD ZONE INFORMATION IS BASED ON OUR INTERPRETATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (MAP NO. 06107C1642E) FOR COMMUNITY NUMBER 060407, CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA, DATED JUNE 16, 2009. THE SUBJECT SITE IS LOCATED WITHIN ZONE X (UNSHADED) WHICH IS OUTSIDE OF THE 0.2 PERCENT ANNUAL CHANCE OF FLOOD.

TRACT MAP NO. THE VILLAS AT SIERRA MEADOWS PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

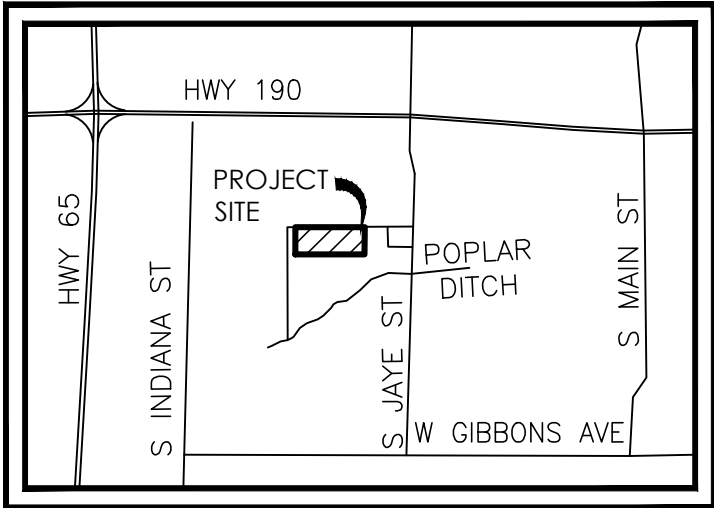
CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES, TOTAL ACREAGE 14.50
JUNE 2021

PREPARED BY:

BORUM LAND SURVEYING
1445 W. GRAND AVE. STE C
GROVER BEACH, CA 93433
(805) 270-4154

PREPARED FOR:

THE O'SULLIVAN FAMILY REVOCABLE TRUST
1279 W. HENDERSON AVE. #340
PORTERVILLE, CALIFORNIA 93257



VICINITY MAP
NOT TO SCALE

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT THE PRELIMINARY SOILS REPORT WAS SUBMITTED BY ME IN MARCH 2021 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

SOILS REPORT NO. DATE

DATED THIS DAY OF , 20 .

SALVADOR ALVAREZ, PE 83957

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER / CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA , DO HEREBY STATE THAT SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF STATE OF CALIFORNIA.

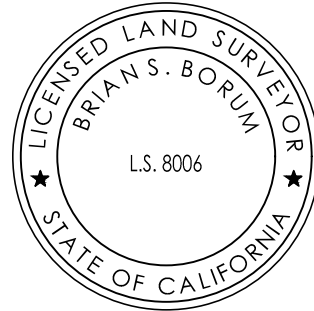
DATED THIS DAY OF , 20 .

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER / CLERK OF THE BOARD OF SUPERVISORS

BY: DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE O'SULLIVAN FAMILY REVOCABLE TRUST IN MARCH 2021. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BRIAN S. BORUM, PLS 8006

DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DEE JASPAR, RCE 23042

DATE

CITY CLERK'S STATEMENT

I, JOHN D. LOLLIS, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CLAIFORNIA AND OF ANY LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMLIED WITH.

DATED THIS DAY OF , 20 .

CITY CLERK

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE DAY OF , 20 , AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISIONS, AND ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENTS, THE PUBLIC STREET AND LOTS A & B; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS ON THE DAY OF , 20 .

CITY CLERK

RECORDER'S STATEMENT

DOCUMENT NO. FEE PAID:

FILED THIS DAY OF , 20 , AT M. IN VOLUME OF

MAPS, AT PAGE , TULARE COUNTY RECORDS, AT THE REQUEST OF BRIAN S. BORUM-LAND SURVEYOR

ROLAND P. HILL
TULARE COUNTY RECORDER

BY: DEPUTY COUNTY RECORDER



TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES, TOTAL ACREAGE 14.50
JUNE 2021

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, TAKEN AS N0°26'30"E AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 31 OF LICENSED SURVEYS AT PAGE 38, TULARE COUNTY RECORDS.

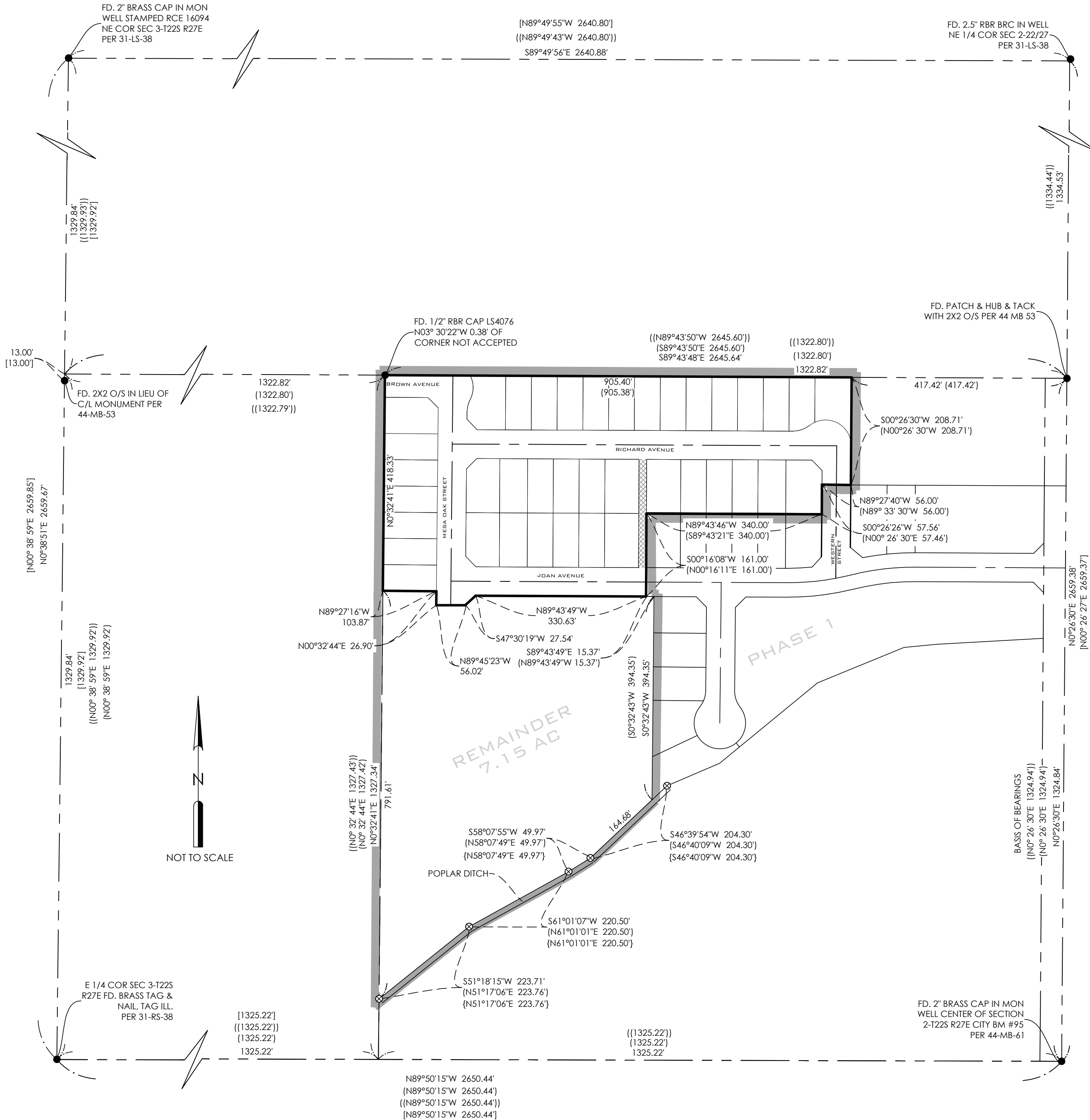
LEGEND

- FOUND AND ACCEPTED MONUMENTS AS DESCRIBED
- SET CITY STANDARD MONUMENT STAMPED LS 8006
- ⊗ FOUND 1/2" REBAR TAGGED PLS 4076 PER BOOK 44 OF MAPS AT PAGE 61 OFFICIAL RECORDS
- (...) RECORD DATA PER MAP THE VILLAS AT SIERRA MEADOWS PHASE 1 RECORDED IN BOOK 44 OF OF MAPS AT PAGE 61 OFFICIAL RECORDS
- ((...)) RECORD DATA PER MAP RECORDED IN VOLUME 31 OF LICENSED SURVEYS AT PAGE 38 T.C.R.
- [...] RECORD DATA PER MAP RECORDED IN VOLUME 44 OF MAPS AT PAGE 53 TULARE COUNTY RECORDS
- { ... } UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
- LINE INDICATES SUBDIVISION BOUNDARY
- 15' WIDE PEDESTRIAN ACCESS EASEMENT
- R RADIAL
- ILL ILLEGIBLE

NOTE: SET 3/4" I.P. WITH CAP LS 8006 AT ALL LOT CORNERS AND BEGINNING AND ENDING OF CURVES

UNPLOTTABLE EASEMENTS OF RECORD

- EASEMENT TO POPLAR IRRIGATION COMPANY, A CORPORATION, FOR WATER DITCH PURPOSES RECORDED APRIL 13, 1900 PER BOOK 97, PAGES 261-264 OF DEEDS.
- EASEMENT TO MT. WHITNEY POWER AND ELECTRIC COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 1, 1913 PER BOOK 31, PAGE 256 OF CONTRACTS.
- EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED MARCH 4, 1953 AS DOCUMENT NO. 6978 OF OFFICIAL RECORDS.



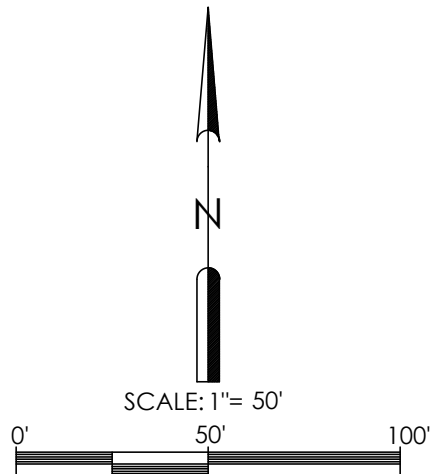
TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS

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CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES, TOTAL ACREAGE 14.50 JUNE 2021



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 - R RADIAL
 - ILL ILLEGIBLE
- NOTE: SET 3/4" I.P. WITH CAP LS 8006 AT ALL LOT CORNERS AND BEGINNING AND ENDING OF CURVES



RADIAL LINE TABLE	
RADIAL #	BEARING
R1	N62° 07' 49"E
R2	N61° 48' 21"W
R3	N89° 27' 16"W
R4	S0° 16' 13"W
R5	S38° 28' 07"E
R6	N24° 13' 18"W
R7	S89° 43' 47"E

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	28.35	S44° 35' 32"E
L2	14.73	S0° 32' 44"W
L3	28.35	S44° 35' 31"E
L4	28.22	N45° 24' 29"E
L5	28.35	N44° 35' 31"W
L6	8.15	S89° 43' 47"E
L7	28.33	S44° 38' 38"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	48.92	50.00	56°03'50"	26.62
C2	24.13	50.00	27°38'55"	12.30
C3	33.81	50.00	38°44'20"	17.58
C4	12.43	50.00	14°14'49"	6.25
C5	99.91	50.00	114°29'21"	77.72

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, TAKEN AS N0°26'30"E AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 31 OF LICENSED SURVEYS AT PAGE 38, TULARE COUNTY RECORDS.



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Distribute a Request for Proposals for an ADA Exterior Wheelchair Ramp Accessibility Grant Program

SOURCE: Community Development

COMMENT: At its meeting on April 21, 2020, the City Council adopted the 2020 Five-Year Consolidated Plan and 2020-2021 Action Plan for investment of Community Development Block Grant (CDBG) Entitlement Funds. This included the Owner Occupied Housing Rehabilitation Loan Program, which included \$40,000 for ADA ramp grants.

The Owner Occupied Exterior ADA Ramp Grant Program (Ramp Program) proposes to assist qualified low-income senior homeowners and homeowners with a disability, to install or repair an exterior ADA ramp to their home. This will help correct health and safety hazards, improve the quality of life and independence for the senior or disabled homeowner population of the City of Porterville.

At this time, staff is requesting authorization to distribute a Request for Proposals (RFP) for the CDBG Owner Occupied Exterior ADA Ramp Grant Program. The services to be rendered under this contract would consist of, but not be limited to, the marketing, outreach and execution of the program on a reimbursement basis.

The selected subrecipient will need to be a qualified, licensed and insured non-profit affordable housing development organization incorporated in the State of California, with a 501(c)(3) status demonstrating their qualifications, past performance and interest for the management of this program, which would include marketing of the program, client intake, inspections, bid specification and preparation, coordination of the bid process, construction oversight, billings and closeouts.

The Request for Proposal (RFP) will request a budget for all personnel, indirect costs related to additional services that may be required and projects.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Proposal for the CDBG ADA Exterior Wheelchair Ramp Accessibility Grant Program.

ATTACHMENTS: 1. Draft Request for Proposal

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

REQUEST FOR PROPOSAL
RFP No. _____

ADA Exterior Wheelchair Ramp Accessibility Grant Program

Submittal: One PDF file must be received by:
4:00 p.m., Friday, _____
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title: RFP No. _____ ADA Exterior Wheelchair Ramp
Accessibility Grant Program

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com or housing@ci.porterville.ca.us. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than Wednesday, _____.**



CITY OF PORTERVILLE
REQUEST FOR PROPOSAL
RFP No. _____

ADA Exterior Wheelchair Ramp Accessibility Grant Program

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com, or housing@ci.porterville.ca.us. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. **Questions regarding this project are due no later than Wednesday, _____.**

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, religion or sexual orientation in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates: _____



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Exhibit A – Application
Exhibit B – Draft Subrecipient Agreement



I. DEFINITIONS

For the purposes of this RFP No. _____, the following terms shall have the meanings indicated:

1. "City" means the City of Porterville
2. "City Council" Or "Council" means the City Council of the City of Porterville
3. "Subrecipient" means the person, firm, or corporation or other entity submitting a proposal in response to the Request for Proposal.
4. "Proposal" means an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal _____.
6. "Contract" means the provisions and restrictions set forth in the Subrecipient Agreement
7. "Homeowner" means the eligible homeowner who is residing in the property as their principal place of residence.

II. PURPOSE

The City of Porterville is requesting proposals from qualified non-profit agencies for the administration of the ADA Exterior Wheelchair Ramp Accessibility Grant Program. It is the intent of the City to enter into an agreement to administer the ADA Ramp Program and assist qualified low- to moderate-income (LMI), as defined by HUD, senior homeowners, and homeowners with a disability, to rehab, replace or construct an exterior ADA ramp to their home in-house or by the use of a qualified contractor. A copy of the Subrecipient Agreement is attached as Exhibit B.

Proposal forms may be inspected and electronically downloaded with no cost, at the Public Purchase website, <https://www.publicpurchase.com> or housing@ci.porterville.ca.us. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website.

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are encouraged to submit any questions or items for clarification in writing to the above mentioned website no later than _____, 2022.

III. BACKGROUND

City of Porterville

The City of Porterville is located in the southeastern portion of Tulare County, in the San Joaquin Valley region of California. Located at the intersection of State Routes 190 and 65, Porterville is midway between Fresno (68 miles north) and Bakersfield (45 miles south), in the southeastern corner of Tulare County. The City of Porterville has a population of approximately 59,908 but serves as the trade and cultural center for approximately 120,000 people. The economy is a mixture of agri-business, light industry and commercial enterprise.

ADA Exterior Wheelchair Ramp Accessibility Grant Program



The City's Community Development Services Department (CDS) is responsible for preparing and implementing a Five-year Consolidated Plan which includes identifying the needs of the community and carrying out various projects and programs with the use of U. S. Department of Housing and Urban Development (HUD) funding, which includes Community Development Block Grant (CDBG).

Through the ADA Exterior Wheelchair Ramp Accessibility Grant Program, identified in the 2020 Consolidated Plan, is a program designed to provide individuals with disabilities and the elderly (62 or older) that need barrier removal to make their homes easily accessible with the installation of a wheelchair ramp.

IV. SCOPE OF SERVICES

The Subrecipient will administer the ADA Exterior Wheelchair Ramp Accessibility Grant Program and will assist qualified LMI senior homeowner, and homeowner with a disability, to rehab, replace or construct an exterior ADA ramp to their home in-house or by the use of a qualified contractor.

- A. The Subrecipient will be responsible for the intake of all applications. The homeowner is to be a qualified LMI household following the completion of construction of an ADA Ramp.

An "Income-Qualified" household is a household whose annual income is between 30% and 80% of the Area Median Income (AMI). The following chart is an example of the 2022 AMI Limits for the City of Porterville issued by HUD. However, at the time of application approval the most current income limits available must be used.

2022 Area Median Income for the City of Porterville

HH Size	1	2	3	4	5	6	7	8
50% AMI	\$24,650	\$27,900	\$31,400	\$34,850	\$37,650	\$40,450	\$43,250	\$46,050
80% AMI	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600

- B. The homeowner must provide proof of homeownership and occupy the property as their principal place of residence. The Subrecipient will be responsible for obtaining this proof.
- C. It is the responsibility of the Subrecipient to establish a waiting list for the ADA Ramp Program. In the event that the application and property are deemed an "Emergency Application" the application is moved to a priority status position on the waiting list.
- D. The Subrecipient must obtain a Preliminary Title Report as part of the application process and such report must show that the property is free and clear of liens, and that there is no more than two existing deeds of trusts, preferably only one deed of trust, secured by the property. It must also agree with the information shown on the application. In a case where there is derogatory information attached to the property,



- full documentation must be obtained, explained and cleared in order to continue with the application process.
- E. The Subrecipient will be responsible for determining property eligibility, including, but not limited to, must be single-family detached housing or condominiums, residence must be in compliance with local zoning ordinance and building code enforcement law, whether the property is located in City limits, and if there are any code-related deficiencies pending
 - F. The Subrecipient will be responsible for evaluating the property as to whether or not the property is on the State Historic Places Register, National Register of Historic Places. If so, the rehabilitation must be done in accordance with the standards set by the State of California or U. S. Secretary of the interior, as applicable.
 - G. The Subrecipient will be responsible for evaluating the property as to whether or not there are lead base paint abatement costs. If a property is eligible for the program and was built prior to 1978, then the participant will receive and sign a notice of lead base paint disclosure from the Subrecipient. All applicable State and Federal Regulations concerning lead base paint must be adhered to.
 - H. If the Subrecipient does not perform all the work completed in-house and elects to hire contractors for any part of the repair or installation of the ADA ramps, the contractors must be licensed Bonded Contractors. The Subrecipient shall solicit, qualify, and prepare a list of qualified contractors eligible to respond to all Invitations to Bid periodically tendered through the Program
 - I. The Subrecipient shall be responsible for creation of the write-up and scope of work and will be the mediator between homeowner and Contractor. Subrecipient shall also be responsible for the Notice to Proceed as well as any Change Orders for the project. Inspection by the City shall be scheduled by the Subrecipient. Contractor payments will be paid upon completion of work by Subrecipient; then the City will remit reimbursement to Subrecipient.
 - J. The value of the assisted property after rehabilitation must not exceed ninety-five percent (95%) of the median purchase price for the area, as published by HUD, or, in accordance with the Final Rule, as determined locally through market analysis.
- V. PROPOSAL REQUIREMENTS**
- All proposals shall be organized in the following manner:
- A. Contact Information**
Name, address and telephone number of the Subrecipient. The name and title of the individual authorized to negotiate contract terms and make binding commitments shall be included.
 - B. Provider Capacity and Experience**
 - a. Project Team Structure/Internal Controls – Provide a description of the proposed project team structure and internal controls to be used during the course of the



project, including any subcontractors. Provide an organizational chart of the Subrecipient indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Subrecipient. This chart must also show lines of authority to the next senior level of management. Include who within the Subrecipient will have prime responsibility and final authority for the proposed work.

- b. Staff Qualifications/Experience – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Subrecipient shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.
- c. Experience of the Subrecipient – Indicate the experience the Subrecipient and any subcontractors have in the following areas:
 - i. Indicate other relevant experience that indicates the qualifications of the Subrecipient, and any subcontractors, for the performance of the potential contract.
 - ii. Include a list of contracts the Subrecipient has had during the last five (5) years that relate to the Subrecipient's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Subrecipient grants permission to the City to contact the list provided.

C. References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business (preferably municipalities or other entities who service loans funded with Community Development Block Grant funds or other HUD funding) references for whom work has been accomplished and briefly describe the type of service provided. The Subrecipient grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. Related Information

If the Subrecipient has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Subrecipient's non-performance or poor performance and if the issue of performance was either:

- a. Not litigated due to inaction on the part of the Proposer, or
- b. Litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Subrecipient's position on the matter. The City will



evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Subrecipient in the past five (5) years, so indicate.

The City Of Porterville reserves the right to request additional material or information from the Subrecipient as needed.

VI. INSTRUCTIONS AND SCHEDULE FOR SUBMITTAL OF PROPOSALS

All proposals shall be signed and sealed by a duly authorized representative of the Subrecipient. The name and mailing address of the individual executing the proposal must be provided.

The City of Porterville is not liable for any costs incurred by any Subrecipient in relation to the preparation or submittal of proposals. Pre-agreement expenses include, but are not limited to, expenses by Subrecipient in: preparing a proposal or related information in response to RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any proposals made in response to this RFP.

Submittal: One PDF file must be received by:
4:00 p.m., Friday, _____
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title: RFP No. _____ ADA Exterior Wheelchair Ramp
Accessibility Grant Program

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

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VII. PUBLIC RECORDS

All qualifications/proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code §6250 et. seq.) are public records, and as such may be subject to public review at least ten days before selection and award.



If a Subrecipient claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, price proposal to a public agency is not a trade secret.

VIII. EVALUATION PROCESS AND SELECTION CRITERIA

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses or to terminate negotiations at any time. Evaluation and selection of proposals will be based on the information requested in this RFP. Brochures or other promotional presentations beyond that are sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Responses to this RFP will be initially reviewed and evaluated by the Community Development Financial Assistance Review Committee (CDFARC).

CDFARC will issue recommendations to the City Council. The City reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City staff, community groups, or others. The City reserves the right to obtain clarification or request additional information, including an interview. If an interview is required, they will be scheduled for _____. Proposals will be evaluated and ranked according to the following criteria:

Criteria	Points
Understanding of the project and scope of services	40
Experience in the disciplines directly relevant to the project and scope of services	30
Proposed budget	30

Following an evaluation of the proposals, it is expected that the selected agency(ies) will be recommended to the City Council for approval. If approved by the City Council, a Subrecipient agreement will be executed between the City of Porterville and the selected agency(ies).

The City of Porterville, as a unit of local government, reserves the right to reject any and/or all proposals, reserve the right to waive any formalities or irregularities in the proposal or evaluation process, and reserve the right to award contract(s) in the best interest of the City of Porterville. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.



The award, if made, will be on a reimbursement method, within (30) days from invoice to the City only after clearance of final inspection of each eligible project. Proposer agrees and so stipulates in submitting this proposal, as though stated therein that:

1. Proposer is an independent Subrecipient, not an employee, agent, or officer of the City.
2. Subrecipient Agreement, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
3. Should Subrecipient be awarded contract, Subrecipient shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
4. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Subrecipient, its Contractors, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
5. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.
6. Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the contractor, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract. For breach or violation of this warranty, the City shall have the right to terminate the contract, either in whole or in part. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under the contract.
7. Proposer agrees that they will make the payment to the Contractor and then submit to the City for reimbursement.

IX. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT

Before submitting a proposal, Subrecipient must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Porterville, upon which the offer or will rely.

The submission of a proposal shall be considered conclusive evidence that the Subrecipient has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the Subrecipient is familiar with



directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No Subrecipient shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the Subrecipient receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the Subrecipient from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the Subrecipient for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the Subrecipient feel there has been a supplemental or oral modification, it shall be their responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful Subrecipient shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

A. WITHDRAWAL OF PROPOSALS

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Community Development Department. The request shall be executed by the Subrecipient or their duly authorized representative. The withdrawal of a proposal does not prejudice the right of the Subrecipient to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

B. REJECTION OF PROPOSALS

Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The City may reject the proposal if it is deemed incomplete, contains irregularities of any kind or is offered conditionally. The City reserves the right to reject any and all proposals without cause and to waive information and minor irregularities in any proposal received. The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the Subrecipient, may be cause for rejection of the proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

C. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Subrecipient of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or



held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

D. ETHICS IN PUBLIC CONTRACTING

Each Subrecipient, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the Subrecipient certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other Subrecipient in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.

The Subrecipient further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Porterville.

Prior to the award of any contract, the potential Subrecipient may be required to certify in writing to the Purchasing Division that no relationship exists between the Subrecipient and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Porterville.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a Subrecipient has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the Subrecipient is believed to have an interest.

E. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, Subrecipient agrees to the following:

Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Porterville laws and ordinances related to employment practices.

Proposer shall not discriminate against any employee or homeowner on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Subrecipient. The Subrecipient agrees to post in conspicuous places, visible to the employees and homeowners, notices setting forth the provisions of this nondiscrimination clause.

Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Subrecipient, shall state that Subrecipient is an Equal Opportunity Employer.

F. VENUE

Any contract resulting from this solicitation shall be governed by, and construed in



accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

G. PROPRIETARY INFORMATION

The proposals received shall become the property of the City of Porterville and are subject to public disclosure. Proposal prices and information submitted by Subrecipients will be made available after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the Subrecipient as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as “Trade Secrets”, “Confidential” or “Proprietary” shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

Exhibit A – Application

Exhibit B – Draft Subrecipient Agreement



Exhibit A: Application

City of Porterville
Request for Proposals
291 N Main St.
Porterville CA 93257

ADA Exterior Wheelchair Ramp Accessibility Grant Program Subrecipient Application

Organization Name: _____

Program Name _____

Address _____

E-mail Address _____ Phone _____

Contact Person/Title _____

Potential number of persons/individuals served in general by proposed program: _____

Potential number of Porterville Residents served by proposed program: _____

Please answer the following questions completely. If any questions are left unanswered, your application will NOT be considered. You may attach additional sheets and/or supporting materials as needed.

Project Description (Briefly describe the proposed project, including services to be provided and activities to be accomplished. Why is there a need for this program in the City of Porterville? Identify the location of the project and the boundaries of its service area. Also, describe specifically what the requested CDBG funds will be used for.)



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ADA Exterior Wheelchair Ramp Accessibility Grant Program

Target Population (Please describe the target population and number of unduplicated Porterville residents to be served from the approval of this project. Describe how the expected number of clients was determined and how you will reach your target population. Explain why this program is needed for this target population.)

Experience in the disciplines directly relevant to the project and scope of services (Please describe the experience of the Organization in performing the tasks outlined in the RFP)

Budget (Itemize administrative and operational costs, [i.e., rent, telephone, utilities, advertising etc.] of the proposed project. Include a work description and construction cost estimates if applicable. Please be specific and detailed.)

Signature of person responsible for the program

Title of person responsible for the program

Date



Exhibit :B: Subrecipient Agreement

SUBRECIPIENT AGREEMENT

RECITALS

WHEREAS, the City is a California municipal corporation which has received funds from the United States Department of Housing and Urban Development, Community Development Block Grant for the purpose of providing decent, safe, sanitary and affordable housing for low- to moderate-income households in the City;

WHEREAS, the City desires to help correct health and safety hazards, improve the quality of life and independence for low, moderate and middle income senior or disabled homeowner population of the City of Porterville;

WHEREAS, to promote this goal, the City has established requested proposals from qualified non-profit agencies for the administration of the ADA Exterior Wheelchair Ramp Accessibility Grant Program as part of the 2020 CDBG Consolidated Plan;

WHEREAS, the Subrecipient will administer the ADA Exterior Wheelchair Ramp Accessibility Grant Program and will assist qualified low- to moderate-income senior homeowners, and homeowners with a disability, to rehab, replace or construct an exterior ADA ramp to their home in-house or by the use of a qualified contractor.

WHEREAS, the Property is to be an owner-occupied residence by a qualified low- to moderate-income household following the completion of construction; and

WHEREAS, the City has an interest in insuring that the Property funded by the Program is properly maintained and remains attractive.

NOW, THEREFORE, in consideration of the promises contained below and other good and sufficient consideration, the receipt of which is hereby acknowledged, the City and the Subrecipient agree to the following program policies and procedures:

Definitions. For purposes of this Agreement, the following definitions shall apply:

- Low Income: A family whose income does not exceed (50%) of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than (50%) of the median income for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.
- Moderate Income: A family whose income does not exceed (80%) of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than (80%) of the median income for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.
- Eligible Household: A household whose annual income does not exceed eighty percent (80%) of area median income for Porterville County, adjusted for family size.

1. **HOMEOWNER ELIGIBILITY.** The Subrecipient will be responsible for the intake of all applications. The Subrecipient, Contractor/Lender and City will be responsible of ensuring that all grant documents meet all minimum threshold requirements.

A. Determining the Income of homeowner under HUD regulations

To qualify under the program, the family gross income shall not exceed eighty-percent (80%) of the Visalia-Porterville-Tulare (107) Metropolitan Statistical Area median income. The income is adjusted for smaller and larger families. This will determine whether or not a homeowner is above or below the published HUD income limits. The homeowner will be required to provide all



Request for Proposals ADA Exterior Wheelchair Ramp Accessibility Grant Program

documentation and information to the Subrecipient and the City. The Subrecipient will forward the information, with the homeowner(s) file, when completed, directly to the City of Porterville. Documentation will be kept in the homeowner file and held in strict confidence.

For the ADA Exterior Wheelchair Ramp Accessibility Grant Program (ADA Ramp Program) the City of Porterville has chosen, to define, "annual income", (Federal Regulations, 24 CFR 92.203 (b) (1), which references 24 CFR 5.609). All income will be verified through W-2 forms, recent pay stubs, benefit statements for SSA, SSI, and SDI and other verified documentation. "Family" is defined as "all persons living in the same household who are related by birth, marriage, or adoption" (Federal Regulations, 24 CFR Part 470.3 and 24 CFR Part 92.203 (a) (2)). "Adjusted Annual Income" calculations are not acceptable. If a particular source of regular income is not subject to federal taxes (e.g., certain types of disability and public assistance payments, military allowances), the amount of continuing tax savings attributable to the non-taxable income source may be added to the borrower's gross income. The percentage of income that may be added may not exceed the appropriate tax rate for that income amount, and no additional allowances for dependents are acceptable. The lender must document and support the adjustments (the amount the income is "grossed up") made for any non-taxable income source. Child support income cannot be grossed up. If the borrower is not required to file a federal income tax return, the tax rate to use is twenty-five percent (25%).

Subrecipient staff is required to re-examine the family's income at the time the CDBG assistance is provided, if more than six month has elapsed since the Subrecipient determined that the family qualified as income eligible.

B. Definition of an Eligible Property

An eligible homeowner is an individual or individuals or an individual and his or her spouse who are currently on title as the homeowner and occupant to real property (single family dwelling) within the City of Porterville. Co-borrowers/co-owners, other than homeowner will not be permitted.

The homeowner must provide proof of ownership and occupy the property as their principal residence. The following forms of ownership are allowable:

- a. Fee simple title
- b. 99-year leasehold interest in the property
- c. An equivalent form of ownership approved by US HUD; Life estates are not an approved form of equivalent ownership.
- d. Primary residence (homeowner occupied) that is not being offered for sale
- e. Within the City of Porterville City limits
- f. Current on property taxes, insurance and mortgage

Note: If the homeowner is elderly and need a family member on title, a document indicating that they are on the title only may be permitted.

In order to be considered for an ADA Ramp Program, homeowners must have met the minimum eligibility requirements for income (not exceeding 80% of median) and residency in the Porterville city limits as an homeowner, utilizing the participation application of the ADA Ramp Program AND:

- a. The property must have sufficient After-Rehab-Value-Equity to support the cost of rehabilitation required to meet the ADA Ramp program's minimum standards. Equity, in this particular program, is defined as the difference between the After-Rehab-Value of the property, as determined by staff, which is calculated from an appraisal and rehab costs, and the amount of debt encumbered against the property. Section 215(b) of the National Affordable Housing Act (NAHA) requires that the initial purchase price or after-rehabilitation value of homeownership units assisted with CDBG funds not exceed 95 percent of the area median purchase price for single family housing, as determined by HUD. The Visalia-Tulare-Porterville Area (107), current limit is \$243,000 as of April 1, 2021.



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- b. The mortgage liens, including the first mortgage, cannot exceed more than seventy-five percent (75%) of the value of the property based upon an appraisal and in accordance to the City's Policy and Procedures.
- c. Asset Limitations: The homeowner cannot own any other residential property, including income-producing property, and undeveloped/unimproved land.

The eligible homeowner must have repairs that are needing corrections of hazardous, unhealthy or other unsafe conditions that pose a threat to the well-being of the occupying family or will improve the accessibility and quality of life and independence for the senior or disabled homeowner.

The Subrecipient will process applications on a first come first serve basis. All outreach efforts will be made under an affirmative fair housing marketing plan. City of Porterville employees are eligible homeowners.

C. Emergency Applications

In the event the improvements are an emergency and the homeowner and property are deemed eligible, the Subrecipient will review and conduct an initial home review and work write-up. The homeowner information must be verified prior to work being started, but homeowners are moved to a priority position on the waiting list.

D. Title Report Requirements

The Subrecipient must obtain a Preliminary Title Report as part of the application process. This file will be included in their grant. The Preliminary Title Report (PIRT) should reflect a property that is free and clear of all liens, and that it has no more than two existing deeds of trust, preferably only one deed of trust, secured by the property. The Preliminary Title Report must agree with the information shown on the application. In a case where there is derogatory information attached to the property, full documentation must be obtained, explained and cleared in order to continue with the application process.

E. Conflict of Interest

In accordance with Title 24, Section 92.356 of the Code of Federal Regulations; conflict of interest applies. Such code indicated that no person who exercise or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or business ties, during their tenure or for one year thereafter. The Conflict of Interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or sub recipient which are receiving CDBG funds. Exceptions to this policy are identified within Title 24, Section 92.356 (d) to this.

- 2. **PROPERTY ELIGIBILITY.** Housing that is rehabilitated with CDBG funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. In the absence of a local code for rehabilitation, CDBG-assisted rehabilitation must meet Uniform Building Code (ICBO), National Building Code (BOCA), or the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.

A. Location and Property Characteristics

Eligible properties located within the incorporated properties of the City of Porterville will be considered. Properties eligible for the program must be single-family detached housing or condominiums. The residence must be in compliance with local zoning ordinance and building code enforcement laws. Any property located in a flood zone will be required to provide a proof of flood insurance prior to the approval of the project. Additionally, as a requirement for receipt of CDBG funds, an inspection of the property must be completed by the City of Porterville, with the City Inspector determining the repairs.



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B. Tenancy of Eligible Homeowner (Property)

Because of relocation issues, no occupied rental properties will be eligible under the program. Eligible homeowners must occupy the property as their principal residence. The grant will become due and payable upon discovery of willful misrepresentation or fraud in connection with the program. The homeowners will be required to provide proof of occupancy at the request of the Subrecipient.

C. Property Values

- a. To utilize CDBG funds, the value of the assisted property after rehabilitation must not exceed ninety-five percent (95%) of the median purchase price for the area, as published by HUD, or, in accordance with the Final Rule, as determined locally through market analysis.
- b. To establish project eligibility, after-rehabilitation value must be established prior to any work being performed. The after-rehabilitation value may be established by one or more of the following methods, however, the City's preference is to utilize a current appraisal as its confirmation of analysis.
 - i. Estimates of value: Estimates of value by the Subrecipient may be used. Project files must contain the estimate of value and document the basis for the value estimates. Estimates of value by the Subrecipient may be used. Project files must contain the estimate of value and document the basis for the value estimates. This can be obtained through a Licensed Real Estate Broker (Realtor) who can provide the average price per square footage through a Consumer Market Analysis, of homes in the area of the proposed property, with the same number of bed and bathrooms and the same square footage, which have been sold within the past 6 months
 - ii. Appraisals: Appraisals may be used. Project files must document the appraised value and the appraisal approach used.
 - iii. Tax assessments: Tax assessments for a comparable property located in the same neighborhood may be used to establish the after-rehabilitation value if the assessment is current and accurately reflects market value after rehabilitation.

D. Condition of Property

Eligible properties must not have any code-related deficiencies pending. Program funds will not be disbursed until the code-related deficiencies are corrected. Any property that requires repairs will be re-inspected prior to the commitment of any program funds to ensure that all repairs have been completed. Program funds will not be utilized to assist a family if doing so will create overcrowding conditions. A copy of the city inspection card must be placed into the homeowner file. Property standards are provided in 24 CFR 92.251 when utilizing CDBG funds.

E. Environmental Documentation and Requirements

24CFR, Code of Federal Regulations, SubPart A- Purpose, Legal Authority, Federal Laws and Authorities provides instructions and guidance to conducting an environmental review for a particular project or activity and for obtaining approval of a "Request for Release of Funds."

The City of Porterville must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities under 58.5 (a) Historic Properties; 58.5 (b) Floodplain management and wetland protection; 58.5 (c) Coastal Zone Management (does not apply to our area); 58.5 (d) Sole source aquifers; 58.5 (e) Endangered species; 58.5 (f) Wild and Scenic Rivers; 58.5 (g) Air quality; 58.5 (h) Farmlands protection; 58.5 (I) HUD Environmental Standards; and 58.5 (j) Environmental justice. Once a Property has been identified and the homeowner has been deemed eligible for program participation, the Subrecipient, must submit the Scope of Work to the City of Porterville and the City will complete an Environment Review Report (ERR). Once the ERR process is complete, the City will give approval for the Project to begin, given all other eligibility factors have been met.



F. Flood Insurance Requirements

If the property is located within the 100-year floodplain designated by the currently published Federal Emergency Management Agency flood plain maps, flood insurance must be maintained for the term of the grant. A copy of the flood insurance policy will be provided to the Subrecipient for compliance, prior to approval of and program funds. 24 CFR 55 FloodPlain Management Apply. Flood Insurance must be taken for the life of a grant, or the useful life of an improvement funded.

G. Historic Register and Preservation

Each property utilizing the ADA Ramp Program must be evaluated as to whether or not the property is on the State Historic Places Register, National Register of Historic Places. If so, the rehabilitation must be done in accordance with the standards set by the State of California or U. S. Secretary of the interior, as applicable.

H. Lead Hazard Inspection and Correction

Residential property constructed prior to 1978 may have lead base paint abatement costs and lengthy complications. If a property is eligible for the program and was built prior to 1978, then the homeowner will receive and sign a notice of lead base paint disclosure from the Subrecipient. All applicable State and Federal Regulations concerning lead base paint must be adhered to. A certified lead base paint inspector must be used to evaluate the property and ensure that all federal lead base paint procedures, including any abatement, are followed. Any requirement for lead base paint testing and/or required abatement must be completed prior to investment of program funds. SubPart K, 24 CFR 570.608 and 24 CFR 35 for Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

All units in a project assisted with CDBG funds must comply with the regulation implementation Title X of the 1992 Housing and Community Development Act (24 CFR Part 35). The lead-based paint regulation consolidates all lead-based paint requirements for HUD assisted housing. Particular attention should be given to subparts A, B, J, K, M, and R.

3. ELIGIBLE REHABILITATION

A. Rehabilitation Standards

The Rehabilitation Standards are listed as Attachment 7 to the “City of Porterville Housing Rehabilitation Program Guidelines” Located on the City’s website: https://www.ci.porterville.ca.us/departments/community_development/housing.php

B. Homeowner Occupancy

Section 105(c)(3) of the authorizing statute, the Housing and Community Development Act of 1974, requires that, in order for an activity that involves the acquisition or improvement of property for housing to qualify as benefiting LMI income persons, the housing must be occupied by such persons. Occupancy of the assisted housing by LMI income households under this subcategory is determined using the following general rules:

- a. All assisted single unit structures must be occupied by LMI income households,
- b. An assisted two-unit structure (duplex) must have at least one unit occupied by a LMI income household, and
- c. An assisted structure containing more than two units must have at least 51% of the units occupied by LMI income households.

C. Property Maintenance Standards/Homeowner’s Certifications

Homeowners must certify that as a condition of receiving financial assistance, they will agree to:

- a. Maintain the Property, dwelling unit, improvements, landscaping and fixtures in good repair and shall keep the Property free from any accumulation of debris or waste materials, consistent with the customary practice and so as not to create a nuisance or violate any provision of the City of Porterville Municipal Code.
- b. Agree not to create overcrowded conditions at their property as defined by the Housing Quality



Request for Proposals ADA Exterior Wheelchair Ramp Accessibility Grant Program

Standards.

- c. Pay the property taxes in a timely manner, and to maintain property insurance for the dwelling units.
- d. Maintain all exterior painted surfaces at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within the time as set forth in subparagraph (f) below.
- e. Maintain the front exterior, visible side exteriors and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair, and maintain and/or repair the front exterior or rear or visible side yard and exterior of the dwelling unit.
- f. Remove/Repair all graffiti and defacement of any type, including marks, words and pictures. The graffiti must be removed and any necessary painting or repair completed within one week of their creation or within one week after notice.
- g. Maintain the property with respect for the improvements value as well as the neighborhood appearance.

D. Eligible Project Costs

An ADA Ramp Program may include funds to cover certain costs and charges relating to processing the grant application and closing costs. Accordingly, an ADA Ramp Program may provide for the costs of the following:

- a. A fee may be included in the grant amount to offset administrative costs of the program, including grant servicing, title reports and grant processing fees;
- b. All expenses related to the paper work for processing the grant application; i.e., Preliminary Title Report, credit report fees, ALTA title insurance, and document preparation and recording fees of title company;
- c. All temporary relocation expenses, if applicable (limitation)
- d. Contractor payments, including Change Orders approved by Homeowner, Contractor, Subrecipient and Community Development Financial Assistance Review Committee, hereinafter referred to as CDFARC;
- e. All building permit fees obtained for the rehabilitation work if these fees are not included in the contractor's fees or shown in the scope of work;
- f. Architectural or other design services, if applicable;

E. Eligible Repairs

The following repairs are eligible costs for a rehabilitation grant under the ADA Ramp Program:

- a. Installation/ Repair of Exterior ADA ramp
- b. Grab bars
- c. Exterior Paint: Evidence of peeling paint, cracks, holes; repair or replace as needed as a result of the installation or repair of the ADA Ramp.
- d. Accessibility for disabled or elderly persons(62years and older); project costs incurred by the Subrecipient directly related to the project
- e. Testing for the presence of lead-based paint and associated control/abatement, as required.

Note: Replacement and repair of fencing (e.g. chain-link, wood, vinyl, etc.) along property line frontages may be considered eligible for funding, if the existing fencing poses an extreme hazard to public health and safety and is necessary as a function of the ADA Ramp usage.

F. Ineligible Repairs

The following repairs are not eligible costs for rehabilitation work under the ADA Ramp Program.

- a. Any Interior Repairs or housing rehabilitation not directly related to the installation or repair of an Exterior ADA Ramp, including, but not limited to: Cooling, Electrical Hazards, Heating, Plumbing, Roofs, Structural, and Interior Paint.
- b. New construction, substantial reconstruction, or the finishing of unfinished spaces unless otherwise stated in this policy.
- c. Standalone materials, fixtures, equipment or landscaping of any type.
- d. Refinancing the existing debt on property or delinquent property taxes.
- e. ADA Grant will not be used to finance or obtain any of the following items: Barbecue pit,



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bathhouse, burglar alarm, fire extinguisher, greenhouse, hot tub/spa, kennel, swimming pool, television antenna, valance or cornice board, wallpapering, and other luxury items.

4. **FINANCING AND TERMS.** An eligible homeowner may qualify for the maximum funds. The amount of funds available range from a minimum of \$1,000 up to a maximum of \$10,000 for eligible ADA Ramp installation or repairs. The assistance will be made in the form of a Grant.
5. **CONTRACTORS PERFORMANCE STANDARDS.** If the Subrecipient does not perform all the work completed in-house and elects to hire contractors for any part of the repair or installation of the ADA ramps, the contractors must be licensed Bonded Contractors. The Subrecipient shall solicit, qualify, and prepare a list of qualified contractors eligible to respond to all Invitations to Bid periodically tendered through the Program. Any person who believes himself or herself qualified to conduct housing rehabilitation work through the Program may submit a statement of qualifications to the Subrecipient. Prospective contractors must be capable of craftsman-like work such as meeting applicable codes, be able to complete contracted work in a timely and business-like manner, provide satisfactory business, credit and professional references, be licensed, bonded and insured in the State of California, and not be debarred from work on HUD funded projects. SAM.gov registration is required and documentation must be on file for each contractor selected. The contractor may be subject to corrective action up to and including removal from the Contractor List and prohibition from participation in City programs for any one or a combination of the following paragraph.

A. Debarred Contractors

Debarment by HUD is an exclusion from participation in all Federal programs for a reasonable, specified period of time commensurate with the seriousness of a violation of or failure to perform on other contracts. Such action is taken pending the elimination of the circumstances for which debarment was imposed. Debarment may be imposed for violation of contract clauses, including equal employment opportunity provisions, acceptance of contingent fees, or other serious contract violations. The Secretary of Labor may, independently of HUD, debar a contractor based on violations of the labor standards.

The Subrecipient shall not make award to any contractor, Subrecipient or individual who has been suspended or debarred and whose name appears on the GSA List. The Subrecipient should maintain a subscription to this listing, which is available by writing to the U.S. General Services Administration, Office of Acquisition Policy, 18th and F Streets, N.W., Washington, DC 20405. If the Subrecipient does not have the current list, the HUD Field Office should be contacted to obtain the most current information. Each procurement file should indicate that the List was checked and its date. 24 CFR 85.36, 24 CFR 92.350.

You can access the GSA *Excluded Parties* (aka Debarred) *List* electronically 7 days a week, 24 hours a day. Go to www.sam.gov site follow the on-screen instructions.

6. **WORK WRITE-UP.** The Subrecipient will prepare a work write-up and cost estimate for the homeowner's review and approval. The work write-up will be written so that it provides a clear understanding of the nature and scope of the work to be done. The Subrecipient may review work write-up proposals for eligibility based on, but not limited to the eligible work guidelines. The final work write-up shall be the basis for the specifications in the construction contract documents to be used to solicit bids/proposals from contractors.

Additionally, the work write up will have a "master cost analysis" which is held in the file and provided to the City for use as a verification that the contractor bid is within 10% of the cost.

(24 CFR 92.251; 24 CFR 92.505 (a); 24 CFR 85.36 (c) (3) (1); 24 CFR 85.36 (d) (2) (i) (A) and 24 CFR 85.36 (f))

7. **SCOPE OF WORK PROCESS.** The Contractor will meet with the homeowner to review the work that has been agreed upon. The Homeowner, Contractor, and Subrecipient will review and approve the "Scope of Work" for the project. The Contractor and Subrecipient are responsible for reviewing the cost estimates for



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the project with the homeowner for their approval. Upon submission of the application to the City, additionally, the Building Inspector and CDFARC will review the scope of work to verify costs, eligible repairs for reasons pertaining to the grant recommendation, HUD and CDBG funding requirements. The City shall review the cost estimates for verification that the costs are within 10% of the Cost Analysis. (Documentation must be present within the project file confirming that the cost is within the 10%.)

8. **BID ACCEPTANCE.** All bids submitted will be reviewed by the Subrecipient and homeowner. A general contractor will be selected. If the homeowner does not have a preference, the contract should go to the lowest responsible bidder. The homeowner will have ultimate responsibility for selecting the Contractor. In the event the homeowner desires to utilize a firm that is not the lowest responsible bidder, the homeowner must pay the difference in cost between the desired firm and the lowest responsible bidder. The Subrecipient may review all the bids if necessary for authorized repairs. The contract document may provide for alternatives by the contractor, as part of his/her bid and proposal; offers increased and decreases to the lump sum contract price to cover alternatives in the performance of the work. Alternatives not requested will not be considered. All bids submitted will be placed into the project file for auditing purposes. The accepted bid will indicate the total grant amount. The homeowner will sign the Building Contractor/Owner Contract. The bid by the selected contractor will indicate the total grant amount.
9. **NOTICE TO PROCEED.** Once the bid is accepted and the contract is awarded, a "Notice to Proceed" will be issued. This will occur when all aspects of the contract are in order. The necessary permits will be secured by the contractor and the work may commence.
10. **CHANGE ORDERS.** Change Orders are acceptable only if agreed to in advance by the homeowner, contractor, Community Development Department, Housing Division Staff, City Building Inspector and CDFARC. Additionally, any Change Orders must reflect only eligible grant expenditures that were not addressed in the bid packet. Change Orders will not be permitted for labor or materials that are customarily included in finished work, or that are required to meet Code requirements. When a change is mutually agreed upon, including price adjustment for concessions made by either party, a contract modification document is prepared and signed by both parties to the original contract. Change Orders shall include at least the following:
 - A. A detailed description of the proposed change in work;
 - B. A reference to the applicable working drawings and specifications;
 - C. A fixed price (credit, debit, or no change) for the change in contract work. An increase is limited to the available amount up to the approved funds and within 10% of the cost analysis; If a change order is \$1,000 or less, the Change Order will be reviewed by the City's Building Inspector and Community Development Department, Housing Division Staff; If the Change Order is \$1,001 or more then CDFARC must be the final approval or denial of the change order request;
 - D. Estimate of any additional time, if any, required to complete the work;
 - E. The contractor's itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors (attach cost estimate invoices);
 - F. The change indicated on the architectural or engineering drawings, if applicable.
 - G. There are limitations on the use of Change Orders. The Changes clause prescribes the specific circumstances in which a change order may be issued. Changes such as increasing the number of items being purchased or other types of new work are not considered within the scope of the contract or within the authority of the Changes clause. The Change order requires the same detailed information as the initial scope of work bids (quantity, quality, profit and overhead, labor and material costs (Full cost break down)).
11. **INSPECTIONS. (Initial and progress inspections)** Refer to the specific code: 24 CFR 92.505 (a); 24 CFR 85.36 (f) and 24 CFR 85.36 (b) (2)

Additionally, inspections are conducted by the City of Porterville's Building Division. All scope of work must be inspected by the Building Inspector which sign/approves the building inspection card. A copy of the inspection card must be submitted to the City for review in conjunction with the scope of work. All work requiring a permit must be inspected. Upon final inspection, a copy of such inspection must be submitted



Request for Proposals ADA Exterior Wheelchair Ramp Accessibility Grant Program

with the homeowner's file, prior to payment, for verification that the work has been completed to the satisfactory of the State of California' Inspections.

On-going inspections are required and on-going contact must be maintained between Subrecipient, Contractor, staff and homeowner. Progress payments are approved and prepared by the Subrecipient for work that has been satisfactorily completed. A final inspection must be made. The Subrecipient, homeowner, Building Inspector, and the contractor must ensure that all work is completed satisfactorily and in compliance with applicable standards and codes. At that time, the homeowner will sign off on the job inspection indicating his/her approval of the work that was done, in addition to the Inspector. The homeowner will sign a form authorizing payment to the contractor for all work performed, submit to the Subrecipient and a copy must be presented with the invoices to the City for payment. Upon completion of the rehabilitation, the homeowners will be given the opportunity to prepare an evaluation of the ADA Ramp rehab, replacement or construction project and process.

12. **REPAIR CALLBACKS.** All work must be warranted/guaranteed by the Contractor, for a minimum of one-year (1) from the date of completion (final inspection and acceptance by homeowner) of the entire job under contract. The homeowner should contact the contractor directly in the event problems arise from the work performed. The Contractor will correct any defects that occur during that period at no additional cost to the homeowner, Subrecipient or City. A start date and estimated job completion date will be required as part of the returned bids.
13. **CANCELLATION OF A PROJECT.** In the event the homeowner exercises his/her right to terminate participation in the City's ADA Ramp Program, the homeowner will still be responsible for any incurred costs up to the date of cancellation. The homeowner will also be responsible for correcting any code deficiencies that may exist at the time of the home inspection.
14. **COMPLETION OF WORK.** Upon completion of the work and receipt of the contractor's invoice containing his certification of satisfactory completion of all work in accordance with the contract and his warranty, as noted above (10 (h)), the Subrecipient will arrange for inspection of the completed work. This is for the determination that all items on the work write-up and any Change Orders have been completed and are in compliance. If the inspection determines that all work has been finished properly, the Subrecipient will issue a final inspection certificate and the homeowner's acceptance shall be signed by the recipient (homeowner). When the final inspection shows the work is satisfactorily completed in accordance with the contract, the Subrecipient will obtain from the contractor a copy of each warranty.

The "Certificate of Release" form is completed by the Contractor following the completion of work to certify that the work was performed in accordance with the contract and to receive final payment (s). A copy of this form must be placed into the project file.
15. **CONTRACTOR PAYMENTS.** The Contractor payments will be paid upon the completion of work in progress payments. The Subrecipient will be required to make those payments to the Contractor, after the Subrecipient submits copies of each, detailed invoice of each scope of work completed and after the City's approval. (Note that the scope of work must also include quantity, quality, profit, overhead, labor and material costs (Full cost break down.)

Payment is made to the Subrecipient; thereafter, the Subrecipient is required to make the payment to the Contractor.

Upon completion of the work to the homeowner's satisfaction, the homeowner must sign a "Certificate of Acceptance" and file it with the Subrecipient. The Subrecipient will record the results of their inspection with a "Notice of Completion". When the homeowner, Subrecipient and Contractor agree that the work billed is completed and acceptable, the Subrecipient may approve the acceptance of that work and authorize partial or final payment. The Subrecipient will verify all billings submitted for construction work and supplies and will certify that the work has been performed and completed. The City will review all submitted invoices and billings prior to completing a draw.



Request for Proposals ADA Exterior Wheelchair Ramp Accessibility Grant Program

The City Staff shall approve all requests for payment if consistent with the terms of this Agreement and the funding commitment authorized and shall authorize and request a draw of CDBG funds. Twenty one (21) days should be allowed from submittal of funds requests to the provision of warrants for payment. The City will provide payment in accordance with the type of assistance for which the homeowner was determined eligible.

16. **NON-DISCRIMINATION POLICY.** The City of Porterville and its Sub-recipient support equal housing opportunity and shall not discriminate against any homeowner for the ADA Ramp Program on the basis of race, color, religion, handicap, sex, sexual preference, marital status, ancestry, national origin, or any other class or category protected by law.
17. **ANTI-DISPLACEMENT POLICY.** The Subrecipient and City will take the appropriate steps to minimize the displacement of persons from their homes during housing rehabilitation. Relocation may be a necessary step to protect the health of occupants. Since all rehabilitation work for homeowners is voluntary, a homeowner may only be eligible for temporary relocation benefits when his or her residence (homeowner occupied home) is approved for reconstruction (not applicable within this program), or during rehabilitation that would endanger the health and safety of occupants if they remained in the home during rehabilitation. Determination of the need for temporary relocation will be made by the Subrecipient, Contractor, City and CDFARC. Temporary relocation options may include having the occupant(s) stay with relatives or friends during the course of rehabilitation, since they are voluntarily participating in the program and not entitled to relocation benefits, unless health and safety threats exist. Examples of when to consider temporary relocation of the occupants:
 - A. Utilities such as water, electricity and gas are turned off for a period exceeding 8 hours
 - B. Rehabilitation takes place in the kitchen or available bathroom(s)
 - C. Extensive rehabilitation in several rooms requiring work over several days
 - D. A child under the age of 6 occupies the home
 - E. Occupants cannot be prevented from entering the worksite after hours
 - F. Debris and dust cannot be contained in the worksite and may spread to occupied areas.
18. **DISPUTE RESOLUTION/APEALS PROCEDURES.** Any person/family applying for the ADA Ramp Program has the right to appeal if their application is denied. The appeal must be made in writing to the City of Porterville, Community Development Department. The City staff has 30 days to review the appeal, seek recommendations from the CDFARC, and respond in writing to the homeowner.
19. **REQUEST FOR PROPOSAL AND CONTRACTED SUBRICPIENT AGREEMENT.** The Subrecipient of the Program submitted a "Request for Proposal" to administer the ADA Ramp Program. A requirement of the Subrecipient is to follow the Scope of Work identified within the Request for Proposal and the Agreement/Contract signed between the City of Porterville and the Subrecipient, in addition to the policies and procedures of this program. Policies and Procedures may change due to HUD regulations and City Policy.
20. **MANDATORY MONITORING OF SUBRECIPIENT.** The City will conduct in-depth, on-site reviews and follow-up activities, In-depth reviews will include an on-site visit and observation of actual program elements. Progress of projects should include before and after pictures of the completed projects and such pictures shall be kept with the project folder and available for review upon request.
21. **NONCOMPLIANCE, ENFORCEMENT, AND ATTORNEYS' FEES.** In the event of noncompliance with any provision under this agreement, the City may take any and all enforcement actions provided for by any provision of the Porterville Municipal Code or exercise any other remedy under the law to which the City may be entitled. Should the City bring an action to enforce the terms of this agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.



Request for Proposals
ADA Exterior Wheelchair Ramp Accessibility Grant Program

22. **AUTHORITY.** The individuals executing this agreement and the instruments referenced herein on behalf of homeowners each represent and warrant that they have the legal power, right and ability to bind themselves to the terms and conditions hereof and thereof.

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

Grantee:

City of Porterville, California

By: _____
John D. Lollis, City Manager

Subrecipient:

COMPANY NAME

By _____
(CONTRACTOR NAME & TITLE)

Approved as to Form:

By: _____
Julia Lew, City Attorney

ATTEST:

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Replacement Water Delivery Program

SOURCE: Public Works

COMMENT: On July 7, 2021, the Central Valley Regional Water Quality Control Board conditionally approved the City of Porterville's Early Action Plan (EAP). The EAP required the City to determine the Reclamation Area's influence on groundwater nitrate levels and its effect on surrounding domestic wells. The City received permission to test twelve (12) domestic wells to determine the nitrate levels.

Four of the wells tested resulted in nitrate levels above the Maximum Contaminant Level (MCL) of ten (10) mg/L. Seven households were impacted by elevated nitrate levels. As a result, they are eligible for a short-term Replacement Water Delivery Program. This voluntary program is at no cost to the residents and ensures they have safe drinking water to meet their drinking and cooking needs. To participate in the program, residents must submit a completed water delivery application and agree to have their well tested annually. The City is currently working on a long-term solution to construct a water dispensing facility which will provide safe drinking water for the residents in the Area of Contribution. Upon the completion of the water dispensing facility, the replacement water delivery program will be concluded.

Staff contacted three local vendors for quotes to deliver sixty (60) gallons of bottled water per month per household to meet their drinking and cooking needs. The City will conduct follow-up visits with residents receiving bottled water deliveries to verify the service is sufficient to meet their needs. Modification to the delivery amounts will occur as needed. The quotes are as follows:

Vendor	Total
Sparkletts	\$110.35/month per residence
Culligan Water	\$130.00/month per residence
Cen Cal Distributing	\$159.00/month per residence

Sparkletts has been identified as the lowest quote, therefore securing the monthly water delivery service. The expenditure for the service, with an anticipated annual amount of \$10,500 inclusive of the bottled water, delivery, taxes, and a ten percent (10%) contingency, will be funded from the Wastewater Operating Budget.

RECOMMENDATION:

That the City Council:

1. Award the monthly Replacement Water Delivery Program service to Sparkletts for an anticipated annual amount of \$10,500, which includes bottled water, delivery, taxes and a ten percent (10%) contingency to be funded from the Wastewater Operating Budget;
2. Direct the Finance Director to initiate a Purchase Order to Sparkletts for an anticipated annual amount of \$10,500, which includes bottled water, delivery, taxes and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Sparkletts upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. Sparkletts Quote
2. Culligan Water Quote
3. Cen Cal Distributing, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Re: Sparkletts

Denieva, Jacolynn A <jdenieva@primowater.com>

Tue 5/3/2022 7:24 AM

To: Robert Alvarez <ralvarez@ci.porterville.ca.us>

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The estimated initial invoice will be \$110.35 for a total of 10 case of 1 gallon 6 pack purified. The estimated recurring will be \$220.70 if you do a two-week delivery cycle.



We are committed to keeping you and your loved ones hydrated and healthy,
Would you like to add any additional .5L cases of water to your delivery?

Jacolyn DeNieva, Telesales Agent
Primo Water North America, Inc
Customer Care Center
Mon-Fri 10:30am-7:15pm
Contact Number (800) 222-1420 ext. 0058
jdenieva@dsservices.com

From: Robert Alvarez <ralvarez@ci.porterville.ca.us>
Sent: Monday, May 2, 2022 8:02 PM
To: Denieva, Jacolynn A <jdenieva@primowater.com>
Subject: Re: Sparkletts

Jacolynn,

Please send me a quote for 60 - one gallon purified water containers delivered to zip code 93257.
Please include any bottle deposit fee, delivery fees or any other fees that apply.

Thank you,

Robert

RE: CULLIGAN WATER

Culligan Water <ceceliai@lindsayculligan.com>

Mon 5/2/2022 10:26 AM

To: Robert Alvarez <ralvarez@ci.porterville.ca.us>

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So we only have 3 gal as our smallest bottles. Those run at \$6.50 ea. as well as the deposits on ea. bottle of \$6.00.

From: Robert Alvarez <ralvarez@ci.porterville.ca.us>

Sent: Monday, May 2, 2022 10:21 AM

To: Culligan Water <ceceliai@lindsayculligan.com>

Subject: Re: CULLIGAN WATER

Do you provide 1 gallon water containers? What would the cost be for 60 one-gallons contains per month?

The five gallon containers maybe to heavy for lifting.

From: Culligan Water <ceceliai@lindsayculligan.com>

Sent: Monday, May 2, 2022 9:07 AM

To: Robert Alvarez <ralvarez@ci.porterville.ca.us>

Subject: RE: CULLIGAN WATER

They are top loading. At this time we are waiting on our bottom loaders to get here, they have been on back order for a while now so I cannot say when we would have them in. Those rent out for \$12.00 a month. We have a waiting list as well for those. You can always start off with a hot/cold stand and once we get the bottom loaders we can exchange it out for one.

From: Robert Alvarez <ralvarez@ci.porterville.ca.us>

Sent: Monday, May 2, 2022 8:10 AM

To: Culligan Water <ceceliai@lindsayculligan.com>

Subject: Re: CULLIGAN WATER

Are the stands hot/cold bottom loading? What is the price for the hot/cold bottom loading?

From: Culligan Water <ceceliai@lindsayculligan.com>

Sent: Friday, April 29, 2022 10:29 AM

To: Robert Alvarez <ralvarez@ci.porterville.ca.us>

Subject: RE: CULLIGAN WATER

As long as it is on your scheduled route day, there is no delivery fee.

From: Robert Alvarez <ralvarez@ci.porterville.ca.us>

Sent: Thursday, April 28, 2022 4:16 PM

To: Culligan Water <ceceliai@lindsayculligan.com>

Subject: Re: CULLIGAN WATER

Is there a delivery fee/ delivery?

Water Delivery Pricing

Cen Cal Distributing, Inc. <cencaldist@gmail.com>

Mon 5/2/2022 9:05 PM

To: Robert Alvarez <ralvarez@ci.porterville.ca.us>

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Hi Robert,

Thanks for inquiring with Cen Cal Distributing, Inc. to serve your Porterville community's needs.

Here is pricing that we discussed for Arrowhead Spring water to be delivered.

1 case - 1 gallon Arrowhead Spring water \$15.90 per case (\$2.65* per bottle)

10 cases x \$15.90 = \$159.00

*price includes CRV

A variable delivery fee will be billed monthly per location. (\$5.00-\$7.00)

We deliver every 3 weeks.

We do not have monthly contracts

I hope this helps.

Robert, please let me know if you have any questions on this pricing.

We look forward to hearing from you.

Thanks again Robert!

Monica Hull

Cen Cal Distributing, Inc.

1230 N. Santa Fe St.

Visalia, CA 93292

559.625.9283



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization to Schedule a Public Hearing for the Public Health Goal Report

SOURCE: Public Works

COMMENT: Senate Bill 1307 added new provisions to the California Health and Safety Code specifying that larger (>10,000 service connections) water utilities prepare a special report if their water quality measurements have exceeded any Public Health Goals (PHGs), as established by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA), PHGs are non-enforceable standards, and no action to meet them is mandated. The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the maximum contaminant level goals (MCLGs) adopted by the United States Environmental Protection Agency (US EPA). A Public Hearing is required for the purpose of accepting and responding to public comment on the report.

The attached report is intended to provide information to the public, in addition to the Consumer Confidence Report mailed to each customer in June. The City of Porterville's water system complies with all of the health-based drinking water standards and maximum contaminant levels (MCLs) required by the State Division of Drinking Water and the US EPA.

RECOMMENDATION: That City Council direct staff to schedule a Public Hearing on June 7, 2022 to solicit comments on the Public Health Goal Report.

ATTACHMENTS: 1. 2021 Public Health Goal Report

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE PUBLIC HEALTH GOAL REPORT

The California Health and Safety Code Section 116470(b), (c) and (f) specifies that on July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections shall prepare a report intended to inform the public concerning any Public Health Goal (PHG) that is exceeded.

PHGs are set by the California Office of Environmental Health Hazard Assessment (OEHHA) which is part of Cal-EPA and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the California Department of Health Services (CDHS) in setting drinking water standards (MCLs) are considered in setting PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

The following constituent was detected in the city of Porterville drinking water sources at levels above the PHG, or if no PHG, above the MCLG:

Coliform Bacteria: In 2021 we collected between 74 samples each month for coliform analysis. In the year of 2021 all samples were found to be negative for coliform bacteria.

Tetrachloroethylene (PCE): The PHG for PCE is 0.06 ppb, with a MCL of 5 ppb. Detection levels in 6 wells which are monitored quarterly have a running annual average of 2.63 ppb. The category of health risk associated with PCE is that people who drink water containing PCE **above** the MCL throughout their lifetime could experience liver problems and may have an increased risk of getting cancer. CDHS says that "Drinking water which meets the MCL is associated with little to none of this risk and should be considered safe with respect to PCE." The numerical health risk for a PHG of .06 ppb is 1 in 1,000,000. The numerical health risk for a MCL of 5 ppb is 8 in 100,000.

Lead and/or Copper: There is no MCL for Lead or Copper. Instead the 90th percentile value of all samples taken from household taps in the distribution system cannot exceed an Action Level of 15 ppb for lead, and 1300 ppb for copper. The MCLG for lead is 0.2 ppb and the MCLG for copper is .03 ppm. All of the source water samples for lead and copper in 2019 were less than the MCLG. Based on samples taken from household taps in 2019, the 90th percentile value for lead was 0.01 ppb and 0.2 ppm for copper. The City of Porterville's water system is in full compliance with the Federal and State Lead and Copper Rule. The category of health risk for lead and Copper is gastrointestinal damage to kidneys, liver and nervous system of humans. Numerical health risk information on lead has not been provided to OEHHA, the State agency responsible for providing that information.

Definitions:

Public Health Goals (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U. S. Environmental Protection Agency.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically possible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Action Level: The concentration of which, if exceeded, triggers treatment or other requirements which a water system must follow.

ppb: Parts per billion



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Parks and Leisure Services Commission Meetings

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Commission has expressed an interest in going on hiatus for the months of July and August 2022 as it has done in the past. The Commission is willing to schedule a meeting if needed, with a seventy-two (72) hour notice should the need arise. Similarly, the Library and Literacy Commission and the Youth Commission also do not meet during the summer months. This matter was considered by the Parks and Leisure Services Commission at its meeting on May 5, 2022, and the motion to go on summer hiatus was approved unanimously.

Pursuant to the provisions of the Municipal Code, the Commission is permitted to designate its date and time for meetings. It states, "The Commission shall hold meetings regularly and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings and records of the commission shall be public."

RECOMMENDATION: That the City Council approve the Parks and Leisure Services Commission's request for a hiatus during the months of July and August 2022, with the Commission being available to meet if necessary.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Authorization of Street Closures for KJUG Concert Series and Military Banner Ceremony

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on May 3, 2022, City Council authorized the City to sponsor the KJUG Concert Series to take place at Centennial Park on May 26, June 3 and June 17, 2022. The free concerts are anticipated to begin at 6:30 PM and be finished by 8:00 PM. Similar to previous KJUG concerts, City staff is recommending the same street closures as in past years to assure the safety of attendees. The attachment in the staff report shows the proposed street closures and traffic plan.

The Military Banner Ceremony is scheduled for May 27, 2022, at Centennial Park at 12:00 PM. Due to the pandemic, there was no ceremony held in 2020 or 2021. Thus, the ceremony this year will honor all of our local heroes from the Military Banner Classes of 2020-2022. With the ceremony covering three years, attendance is anticipated to be much larger than usual. With the short turnaround time between the KJUG concert the night before and the Military Banner Ceremony the following day, staff is recommending the concert street closure remain in effect through the Military Banner Ceremony. Some of the items set-up for the concert such as bleachers and portable toilets will also be used for the ceremony.

RECOMMENDATION: That the City Council:

1. Authorize the street closure for the KJUG Concerts on May 26, June 7 and June 21, 2022; and
2. Authorize the street closure for the Military Banner Ceremony on May 27, 2022.

ATTACHMENTS: 1. Traffic Control Diagram

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Community Civic Event - Kern River Conservancy - Southern Sierra Film Festival - June 22, 2022

SOURCE: Finance

COMMENT: The Kern River Conservancy is requesting approval for a Community Civic Event permit to hold the Southern Sierra Film Festival at Centennial Park on June 22, 2022 from 6:30 p.m. to 9:30 p.m. The Conservancy will be showing documentary films on nature beginning at 8:00 p.m. Informational booths and a food truck vendor will be open to the public beginning at 6:30 p.m.

The Conservancy is also requesting approval to sell beer during the event. The Police Department has reviewed the application and has set the conditions and requirements for the establishment of a beer garden and the consumption of alcoholic beverages inside the confines of the beer garden on Exhibit B.

This request is submitted in accordance with the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all 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 Ad Hoc Committee has reviewed the application and approved 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 Kern River Conservancy Application for a Community Civic Event permit to hold the Southern Sierra Film Festival on June 22, 2022, at Centennial Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

gary@kernriverconservancy.org

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 04/15/2022 Event date: June 22, 2022

Name of Event: Southern Sierra Film Festival
Event time: 6:30pm - 9:30pm
Music 6:30pm - Movie 8:00pm

Sponsoring organization: Kern River Conservancy Phone # (818) 984-8505
Address: PO Box 1042 93238, Kernville, CA

Authorized representative: Gary Ananian Phone # (818) 984-8505
Address: PO Box 1042 93238, Kernville, CA

Event chairperson: Gary Ananian Phone # (818) 984-8505

Location of event Centennial Park

(Location map must be attached)

Type of event: Film Festival - nature documentaries / informational
booths / public will bring their own chairs / blankets

Non-profit organization status: 501(c)3

(IRS Determination)

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

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

Police protection Yes _____ No ☒ Refuse pickup Yes ☒ No _____

Other: We will be serving beer. (He will be selling beer)

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)*

GA 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.**

GA 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.

GA 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.

GA 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.

Kern River Conservancy		04/15/2022
(Name of Organization)	(Signature)	(Date)

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

Location: Centennial Park Event date: 06/22/2022 Event time: 6:30pm

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Southern Sierra Film Festival

Sponsoring organization: Kern River Conservancy

Event date: 06/22/2022 Hours: 6:30pm - 9:30pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

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

Requirements for Community Civic Event

Kern River Conservancy

Southern Sierra Film Festival

June 22, 2022

City Engineer:

D. Cervantez

No comments.

Community Development Director:

J. Ridenour

We should include this application during the next COVID Ad Hoc meeting.

Public Works Director:

M. Knight

No comments.

Fire Marshal:

C. Dignam

The food truck will be required to have a City of Porterville business license. The Vendor booths, if they use canopies will need to be in groups no larger than 400 square feet with sides and 700 square feet without sides. If they reach that limit they need to have a minimum of 12 feet between the next group. There will also need to be a fire extinguisher that is readily visible and accessible within a 75' travel distance.

Parks and Leisure Services Director:

D. Moore

Vehicles to remain off the grass.

Police Lieutenant:

R. Moore

Please see Exhibit B.

Deputy City Manager:

P. Hildreth

The insurance certificate looks fine. The The only other requirement of Risk Management is that the sponsor adhere to any and all federal/state/local mandates concerning COVID-19.

Field Services Superintendent:

B. Spry

No comments.

Field Services Superintendent – Streets:

J. Baeza

No Comments.

Exhibit A, Page 1

Requirements for Community Civic Event

Sponsor: Kern River Conservancy
Event: Southern Sierra Film Festival
Event Chairman: Gary Ananian
Location: Centennial Park, Porterville CA
Date of Event: June 22, 2022 (6:30 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Kern River Conservancy 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, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual liability arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event. Applicant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 26

A Certificate of Liquor Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence and having the appropriate Endorsement naming the City of Porterville, its Officers, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual Liability arising from, or in connection with, the Permittee's operation of a beer garden. Applicant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 26.

- 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

SOUTHERN SIERRA FILM FESTIVAL
Wednesday, June 22, 2022 6:30 pm – 9:30 pm
CENTENNIAL PARK

Proposed Conditions/Requirements for Event/Assembly

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 6:30 PM – 9:30 PM.
- Food vendors should provide inspection certificates from the Tulare County Health Department to event organizers, to ensure safe food products.
- A “Beer Garden” shall be established as the primary location for the sales and consumption of beer and/or wine. **The sales or consumption of spirits is not allowed.** A minimum of one (1) security guard shall be assigned to control the Beer Garden and check identification to validate the person(s) are 21 years of age or older. No persons under the age of 21 shall be allowed to enter the Beer Garden, and no alcoholic beverages shall leave the Beer Garden.
- Patrons wishing to purchase and consume alcohol inside the confines of the Beer Garden must have an authorized wristband clearly displayed on one wrist in order to purchase and consume alcoholic beverages to validate their identification has been checked and they are 21 years of age or older.
- 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.

Ron Moore, Lieutenant
Investigations/Services Division
Porterville 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: Kern River Conservancy
PO Box 1042, Kernville, CA 93238
- 2 Address where amplification equipment is to be used: Centennial Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Gary Ananian
- 4 Type of event for which amplification equipment will be used: PA system
- 5 Dates and hours of operation of amplification equipment: 06/22/2022. 6:30pm-9:30pm
- 6 A general description of the sound amplifying equipment to be used: PA system playing movies and 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)

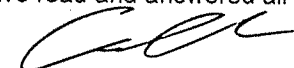
Section 18-14

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)

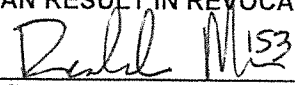
Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable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

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


Signature of Applicant

04/15/2022
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.


City of Porterville, Chief of Police/Designee

4-21-2022
Date



KERNRIV16C

KBREHM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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 INSURICA Express 2420 Springer Dr, Suite 105 Norman, OK 73069	CONTACT NAME: PHONE (A/C, No, Ext): (405) 310-1583 FAX (A/C, No): (405) 556-2332 E-MAIL ADDRESS: certs@INSURICAexpress.com
INSURED Kern River Conservancy PO Box 1042 Kernville, CA 93238	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of CA, Inc. NA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		202247126	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIQUOR LIABILIT \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			202247126	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N 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 \$
A	Directors and Office			202247126DONPO	4/1/2022	4/1/2023	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Porterville is listed as additional insured as required by written contract.
In regards to the Southern Sierra Film Festival.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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



CITY COUNCIL AGENDA – MAY 17, 2022

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

SOURCE: City Manager's Office

COMMENT:

During the prior 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 May 3, 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

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-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 June 16, 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 17th day of May, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 17, 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 May 3, 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. On May 7, 2022, Tulare County OES notified the City that due to deteriorating conditions across the county involving small water systems dependent upon the Friant-Kern Canal that may result in the complete lack of water or "Do Not Drink" orders, the State and County may have to invoke the provision of water from the well.

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

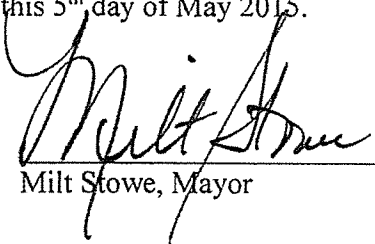
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

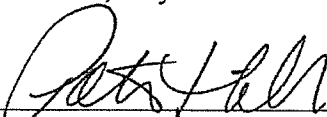
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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

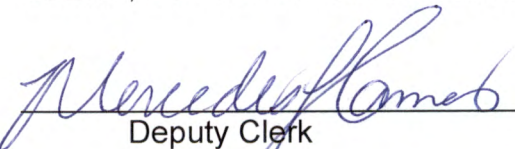
ABSTAIN: NONE

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

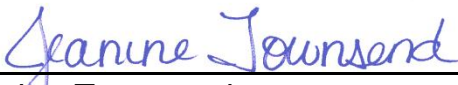
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

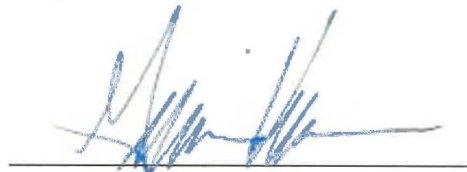
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water 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")



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

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

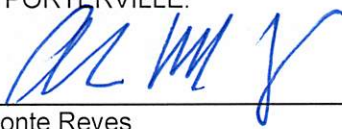
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

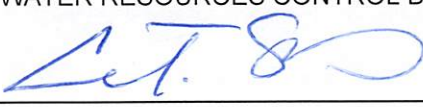
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 – MAY 17, 2022

SUBJECT: Assembly Bill 481 - Law Enforcement Military Equipment: Funding, Acquisition, and Use

SOURCE: Police

COMMENT: Ordinance Adopting an Equipment Use Policy per CA Assembly Bill No. 481

Assembly Bill 481, codified by Government Code sections 7070 through 7075 requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of a “military equipment” use policy by Ordinance, prior to the LEA funding, acquiring, or using military equipment.

The Porterville Police Department seeks City Council adoption of the attached Military Equipment Use Policy –704 (Attachment 1), in order to allow the Department to continue to use the vital equipment specified therein.

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for LEAs throughout the country. These tools have been tested in the field, and are used by LEAs to enhance public safety and Officer safety. Loss of these items would jeopardize the welfare of the residents of Porterville and Officers within the Department.

The term “military equipment”, as used in AB 481, in fact, does not necessarily indicate equipment that has been used by the military. Attached to this staff report is an inventory/ list of the Department’s military equipment, as defined by AB 481. The definition of “military equipment” includes items such as unmanned, remotely piloted aerial or ground vehicles, armored personnel carriers, and other vehicles, breaching apparatuses, certain types of firearms and ammunition, explosive breaching tools, and certain projectile launching platforms. Other items deemed to be “military equipment” via AB 481 include foundational equipment such as rifles. These rifles allow Officers to address lethal threats from a greater distance and with greater precision.

For clarification, AB 481 does not permit the City to utilize aircraft vessels or vehicles that inherently contain weaponry; crew-served/large caliber (.50 or greater) weapons and ammunition; military uniforms; and explosives or pyrotechnics of any kind. Furthermore, aircraft and vehicles are “de-militarized (meaning specific military technology and communication equipment) are removed prior to transfer to law enforcement agencies”.

The Department is committed to using the most up-to-date tools and equipment to safeguard the residents of Porterville. Many of the items deemed to be “military equipment” by AB 481 are in fact employed by the Department, and LEA’s across the country, in order to specifically reduce risk to community

members. These items provide Police Officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report, and accompanying Military Equipment Use Policy, also provide the Department's Officers with vital tools that facilitate compliance with its stringent use of force policy.

The proposed Ordinance seeks to approve the Department's Policy 704, which constitutes the Department's Military Equipment Use Policy. Department Policy 704 outlines each item identified in Government Code section 7070, which is currently owned by the City. The Policy also includes the current use and cost of each item (Attachment 2). These particular items, and their stated uses, have been in place prior to the implementation of AB 481. Future acquisitions of any item deemed to be "military equipment," if not previously authorized by the Ordinance and/or Policy, will require a further public meeting, policy update, and Council approval.

The proposed Ordinance and Policy 704 safeguards the public's welfare, safety, civil rights, and civil liberties. The Policy 704 ensures that there are safeguards, including transparency, oversight, and accountability measures in place. For instance, Policy 704 requires that the Department's Investigations/Services Lieutenant will ensure that the Department complies with Policy 704. The Department will conduct an annual audit of military equipment. Members of the public are provided direction per the Policy on how to register complaints for violations. All items which result in a use of force will be investigated, as is already required by existing Department policy.

There are no reasonable alternatives to the items listed below. The Department has not discovered alternative items that can achieve the same objectives of Officer and public safety. Each item's necessity is further described below:

Unmanned remotely piloted powered aerial vehicle:

Unmanned Aerial Vehicle systems (UAVs) are necessary as they provide visibility to high-risk locations. Without the use of UAVs, Officers would have to deploy to high-risk locations, which would increase the risk to the Officers and members of the public. The UAV system is designed to enter small spaces, such as enclosed structures, as well as to provide overhead observations of wooded areas and other structures located in oftentimes crowded spaces. There are no known alternatives that could be used to safely access these locations.

Unmanned remotely controlled ground vehicle:

Unmanned ground robots are used for reconnaissance during critical incidents to assist in providing visibility in areas where it would be unsafe to send an Officer. This system can also be used to defuse or move potentially hazardous items. Not having access to this item would require the use of Officers to engage in high-risk tasks. There is no known alternative to this system.

Armored personnel carriers, Lenco Bearcat, wheeled vehicles that have a breaching or entry apparatus:

Armored vehicles are used to provide ballistic protection to Officers and the public during rescue, critical incidents, and other hazardous situations. These vehicles allow Officers closer access to high-risk situations while substantially reducing the physical risk to the Officers and members of the public. These

vehicles are built on commercial vehicle chassis and are primarily a reinforcement of civilian commercial vehicles. As such, there are no reasonable alternatives to providing the same level of ballistic protection.

Command and control vehicles:

The mobile incident command vehicle is an unarmored vehicle equivalent to a commercial recreational vehicle. It is equipped with specific communication and audio-visual devices to assist in the command and control of DUI checkpoints. This vehicle allows for mobile incident command of DUI checkpoints and use of the Incident Command Systems facilitating the best possible on-scene decision-making by key leaders. It provides for mobility, sheltering, logistical support, restroom facilities, and power. There is no known alternative for the mobile incident command vehicle, which provides the same amount of mobility and support at one location in a quick deploying package.

Specialized firearms and ammunition including assault weapons:

Patrol rifles, Special Weapons and Tactics (SWAT) rifles, and sniper rifles enable Officers, when in compliance with the Department's Use of Force Policy, to address medium to long-distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow Officers precision shot placement, minimizing the risk to Officers and innocent members of the public. There are no known alternatives to these weapons that will provide the same level of distance or precision.

Flash bangs:

Flash bangs are used as a distraction device in order to disorient or divert the suspect's attention away from Officers. This can allow Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This can prevent injury to Officers and members of the public. These devices can often lead to a safer resolution and allow Officers to take a suspect into custody without force. There is no known alternative to a flash bang when it is necessary.

Tear gas:

Tear gas is a less-lethal method used to address violent or riotous crowds when there is a risk of physical safety. It is also used to safely extract a suspect from a fixed location or safely detain a suspect who poses a risk of violence to Officers. Tear gas allows Officers to deploy a less-lethal chemical agent into a structure where other weapons would not be capable of doing so. These weapons are less lethal and afford Officers an added option to avoid lethal force encounters. When these items are reasonable and necessary for use, there is no other alternative.

40mm projectile launchers and bean bag shotguns:

The 40mm launcher affords the ability to use less-lethal chemical agents and impact munitions. This allows Officers to address a threat from a greater distance and provides an alternative option for deadly force when reasonable. The bean bag shotgun also allows Officers to confront a potentially armed or dangerous suspect at a longer distance. This can potentially prevent a deadly force encounter. When necessary, there is no alternative to these less-lethal weapon systems.

There is significant interest in ensuring that law enforcement continues to have access to equipment that will provide Officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the tools identified above is vital to the Department's mission and will continue to be strictly regulated through internal processes and oversight.

The Department is also required to seek governing body approval before collaborating with another law enforcement agency in the deployment or use of military equipment within the governing body's territorial jurisdiction. AB 481 requires that at least thirty (30) days prior to adoption of the Ordinance, the City must make its proposed policy available on the City's/Department's internet website.

RECOMMENDATION: That the City Council:
1. Consider approval of the draft Ordinance establishing a Military Equipment Use Policy.

ATTACHMENTS: 1. Draft Ordinance
2. Assembly Bill No. 481
3. Porterville Police Department AB 481 Inventory

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REGARDING POLICE ACQUISITION AND
USE OF “MILITARY EQUIPMENT”

WHEREAS, California Assembly Bill 481, codified at Government Code Sections 7070 through 7075 requires the Porterville Police Department to obtain approval from the City Council, via adoption by ordinance, of its “military equipment” use policy, prior to funding, acquiring, or using “military equipment”;

WHEREAS, items defined as “military equipment” under AB 481 have been tested in the field and are used to enhance citizen and officer safety and as a component of overall best practices for law enforcement agencies through the country;

WHEREAS, the City Council finds that the “military equipment” is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

WHEREAS, the City Council finds that the proposed “military equipment” use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

WHEREAS, under the policy made effective via this ordinance, any purchasing of the equipment shall be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

WHEREAS, the City Council finds that prior “military equipment” use complied with the Police Department’s Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action was been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, as a precondition to funding, acquisition or use of “military equipment,” the City has followed the approval procedures required by AB 481, including the posting of the proposed policy at least 30 days prior to final adoption of this ordinance;

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

SECTION 1. Name of Ordinance. This Ordinance shall be known as the Military Equipment Use Ordinance.

SECTION 2. Definitions

- A. “Military Equipment” includes all of the following (Per CA Gov. Code §7070):
1. Unmanned, remotely piloted, powered aerial or ground vehicles.

2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 6. Weaponized aircraft, vessels, or vehicles of any kind.
 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
 9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
 10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
 11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
 13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
 14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munitions (SIM) weapons.
 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
 16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- B. "City" means any department, agency, bureau, and/or subordinate division of the City of Porterville.
- C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Porterville Police Department.

- D. "City Council" means the governing body that is the Porterville City Council.
- E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
 3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 4. The legal and procedural rules that govern each authorized use.
 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
 6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- F. "Certain Circumstances / Exigent Circumstances" means the Porterville Police Department works closely with local, county, state, and federal partners. In certain and/or exigent circumstances, and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law. Exigency means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur.
- G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

H. "Type" means each item that shares the same manufacturer model number.

SECTION 3. Military Equipment Use Policy and Requirements.

A. The Military Equipment Use Policy is attached to this Ordinance as Exhibit "A."

B. The Porterville Police Department is required to obtain approval of the City Council, by this ordinance adopting the Military Equipment Use Policy (MEUP) at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), prior to engaging in any of the following:

1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of Porterville.
5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this Ordinance.
6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
7. Acquiring Military Equipment through any means not provided by this section.

C. If seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, no later than May 1, 2022, the Porterville Police Department shall have commenced a City Council approval process in accordance with this section. The City Council did so on April 5, 2022. If the City Council does not approve the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to City Council, the Porterville Police Department shall cease its use of the Military Equipment until it receives the approval of City Council in accordance with this code.

D. In seeking the approval of City Council, the Porterville Police Department shall have submitted a proposed Military Equipment Use Policy to City Council and shall have made those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.

E. The City Council shall have considered a proposed Military Equipment Use policy as an agenda item for an open session of a regular meeting and provided for public comment in

accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

- F. The City Council shall have only approved a Military Equipment Use Policy pursuant to this Ordinance if it determines all of the following:
1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- G. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.
- H. The City Council shall review this Ordinance (and any other ordinance, if applicable) that it has adopted approving the funding, acquisition, or use of Military Equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

SECTION 4. Use in Exigent Circumstances

- A. Notwithstanding the provisions of this Ordinance, the Police Department may acquire, borrow and/or use Military Equipment in certain and/or Exigent Circumstances without following the requirements of this code.
- B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:
1. Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
 2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.

3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

SECTION 5. Reports on the Use of Military Equipment

- A. The Police Department shall submit to City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 1. A summary of how the Military Equipment was used and the purpose of its use.
 2. A summary of any complaints or concerns received concerning the Military Equipment.
 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
 4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
 5. The quantity possessed for each type of Military Equipment.
 6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The City Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the

authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

SECTION 6. Enforcement.

A. Remedies for Violations of this Ordinance

1. This Ordinance does not provide a private right of action upon any person or entity to seek injunctive relief against the City or any employee unless that person or entity has first provided written notice to the City Manager by serving the City Clerk, regarding the specific alleged violations of this Ordinance.
2. If a specific alleged violation is not remedied within 90 days of that written notice, a person or entity may seek injunctive relief in a court of competent jurisdiction.
3. If the alleged violation is substantiated and subsequently cured, a notice shall be posted in a conspicuous manner on the City's website that describes, to the extent permissible by law, the corrective measures taken to address the violation.
4. If it is shown that the violation is the result of arbitrary or capricious action by the City or an employee or agent thereof in his or her official capacity, the prevailing complainant in an action for relief may collect from the City reasonable attorney's fees in an amount not to exceed \$15,000 if they are personally obligated to pay such fees.

SECTION 7. Whistleblower Protections. All provisions of Porterville's employee and work place policies related to protections of whistleblowers and protection from illegal retaliation, and including any updates or replacements thereto, shall apply.

SECTION 8. Severability.

- A. If any section, subsection, sentence, clause, phrase, or word of this Ordinance, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Ordinance.
- B. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Ordinance or application thereof would be subsequently declared invalid or unconstitutional.

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SECTION 9. Effective Date. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

704.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Porterville Police Department

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Military Equipment

704.2 POLICY

It is the policy of the Porterville Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

704.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Porterville Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department: [See attachment: Military Equipment \(1\).xlsx](#)

704.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

The Porterville Police Department works closely with local, county, state, and federal partners. In certain circumstances, and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in approved circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such circumstance unless such information is confidential or privileged under local, state or federal law.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Military Equipment

704.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

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Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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Military Equipment

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- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
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- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Porterville Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

704.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department: [See attachment: Military Equipment \(1\).xlsx](#)

704.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

Porterville Police Department

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Military Equipment

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

704.6 COORDINATION WITH OTHER JURISDICTIONS

The Porterville Police Department works closely with local, county, state, and federal partners. In certain circumstances, and with the approval of the Chief of Police or designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Police Department acquires, borrows, or uses military equipment in approved circumstances, it will provide written notification of the acquisition or use to the City Council within 30 days following the commencement of such circumstance unless such information is confidential or privileged under local, state or federal law.

704.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

704.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Date Published: 10/01/2021 09:00 PM

Assembly Bill No. 481**CHAPTER 406**

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal surplus personal property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurrment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. Funding, Acquisition, and Use of Military Equipment

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

Type	Armored vehicle
Description	Commercially produced 2019 Ford wheeled armored personnel vehicle utilized for law enforcement purposes.
Quantity	1
Capabilities	The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. The vehicle is equipped with a front mounted receiver for a ram post and plate, as well as a gas injector unit.
Expected lifespan	25 Years.
Manufacturer's description	The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community.
Purpose and authorized uses	To provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents. To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
Fiscal impact	\$242,504 initial cost; \$1,540 annual maintenance
Legal and procedural rules	It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.
Required training	All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor.

Type	Chemical Agents
Description	Canisters that contain chemical agents that are released when deployed.
Quatity	Speed Heat CS -(10) / Flameless Tri-Chamber CS-(9) / Triple Chaser CS-(9) / 37mm OC-(15) / 37mm CS-(4) /White Smoke 5210-(2)
Capabilities	The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent. The design of the Tri-Chamber Flameless CS Grenade allows the 5 years from manufacturers date
Expected lifespan	5 years from manufacturers date
Manufacturer's description	Defense Technologies: Defense Technology offers a complete range of less lethal products and solutions to law enforcement professionals. A full-line manufacturer, Defense Technology's premier product lines are grouped into five categories including aerosols, impact munitions, distraction
Purpose and authorized uses	Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: I. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents. iii. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals. v. Training exercises or approved demonstrations.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the PPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
Required training	Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404-Special Weapons and Tactics.

Type	DUI Command Post Vehicle
Description	Elite II 24' Enclosed 2 axle Cargo Trailer
Quantity	1
Capabilities	The DUI mobile command center can also be utilized for other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.
Expected lifespan	The mobile command center, 20-year lifespan on chassis and vehicle structure. Upgrades may be needed in 7 years to maintain IT systems.
Manufacturer's description	24' enclosed 2 axle cargo trailer
Purpose and authorized uses	Primarily a DUI Trailer to be used based on DUI checkpoints. Can be utilized under specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.
Fiscal impact	Initial cost of \$38,200.34; Annual maintenance cost of \$1,581.00
Legal and procedural rules	It is the policy of the Department to use the DUI mobile command center only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.
Required training	The driver/operator shall receive training in the safe handling of the vehicle on a closed training course.
Compliance mechanisms	Operational use under the review of the Patrol Division Commander, Watch Commander or appropriate team supervisor and governed under PPD Policy 703-Vehicle Use.

Type	37 MM Launchers and Rounds
Description	37 MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds or chemical agents.
Quantity	1. Penn Arms 37MM Multi Launcher 1. Tru Flite 37MM super long range gas gun single shot launcher
Capabilities	The Penn Arms 37MM Multi Launcher is a tactical launcher that features a fixed stock and iron sights. It will fire standard 37mm less lethal ammunition. The Tru Flite 37MM single shot launcher features a hardwood stock with rubber shoulder pad and rear sites.
Expected lifespan	25 Years
Manufacturer's description	Less lethal 37 MM launchers allow for personnel to introduce less lethal munitions from a safe distance. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
Purpose and authorized uses	To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: i. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents. iii. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals. v. Training exercises or approved demonstrations.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the Department to utilize the 37 mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
Required training	Sworn members utilizing 37 MM less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agents instructors.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404-Special Weapons and Tactics.

Type	Distraction Device (Flash Bang)
Description	A distractionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Quantity	17
Capabilities	A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Expected lifespan	Until used or expired.
Manufacturer's description	A distract device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
Purpose and authorized uses	To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage. Diversionary Devices shall only be used: i. By officers who have been trained in their proper use. ii. In hostage and barricaded subject situations. iii. In high risk warrant (search/arrest) services where there may be extreme hazards to officers. iv. During other high-risk situations where their use would enhance officer safety. v. During training exercises.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the PPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
Required training	Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404- Special Weapons and Tactics.

Type	Rifles
Description	Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.
Quantity	66 AR-15/M4 Rifles
Capabilities	Precision shooting at greater distances than offered by the issued handgun.
Expected lifespan	15 years.
Manufacturer's description	The AR-15 is a lightweight, magazine-fed, gas-operated semi-automatic rifle.
Purpose and authorized uses	To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.
Fiscal impact	No cost maintenance; only cost of ammunition
Legal and procedural rules	It is the policy of the PPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.
Required training	Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.
Compliance mechanisms	Operational use governed by PPD Policy 306-Firearms.

Type	Robot
Description	Robotex Avatar is an unmanned machine operating on the ground utilized to enhance the safety to the community and officers.
Quantity	1
Capabilities	The Robotex Avatar is a heavy-duty robot. The robot offers multiple communications options, a chassis and manipulator that allow for accessories and tool combinations.
Expected lifespan	8-10 Years
Manufacturer's description	The Avatar enhances the capabilities of SWAT and tactical response teams by allowing them to quickly and safely inspect dangerous situations, there is no longer a need to send personnel in before you've had a chance to assess the situation.
Purpose and authorized uses	Only assigned operators who have completed the required training shall be permitted to operate the robots.
Fiscal impact	No annual maintenance
Legal and procedural rules	It is the policy of the Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
Required training	All operators shall attend formalized instruction and be trained in robot operations and practical robot instruction.
Compliance mechanisms	Operational use under the review of the SWAT Commander or appropriate team supervisor and governed under PPD Policy 404-Special Weapons and Tactics.

Type	Less Lethal Shotgun
Description	Less Lethal Shotgun is used to deploy the less lethal 12-gauge Beanbag Round.
Quantity	2
Capabilities	The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
Expected lifespan	15 years
Manufacturer's description	The Remington Model 870 is a pump-action shotgun, widely used by the public for shooting sports, hunting and self-defense, as well as by law enforcement and military organizations worldwide.
Purpose and authorized uses	To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: i. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents. iii. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals. v. Training exercises or approved demonstrations.
Fiscal impact	No Annual Maintenance
Legal and procedural rules	It is the policy of the PPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.
Required training	All officers utilizing the shotgun are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.
Compliance mechanisms	Operational use under the review of the SWAT Commander, appropriate team supervisor or Watch Commander and governed under PPD Policy 404-Special Weapons and Tactics.

Type	Unmanned Aircraft Vehicle (UAV)
Description	An unmanned aircraft along with the associated equipment necessary to control it remotely. (2) DJI Mavic 2 Enterprise Dual (2) DJI Mavic 2 Enterprise Zoom (1) DJI Mini 2 Fly more
Quatity	5
Capabilities	Records video and audio with an estimated flight time of 30 minutes
Expected lifespan	3-5 years.
Manufacturer's description	Drone (5) Mini (1)
Purpose and authorized uses	
Fiscal impact	Initial Cost \$18,440.77; Annual maintenance estimated at \$1,760. (batteries/propellers)
Legal and procedural rules	Only assigned operators who have completed the required training shall be permitted to operate the DJI Mavic Mini during approved missions.
Required training	All Department UAV operators are licensed by the Federal Aviation Administration for UAV operation. In addition, each operator must attend in-service training to become proficient in UAV operation prior to flight and attend monthly Department training.
Compliance mechanisms	Operational use is under the review and supervision of the patrol watch commander, governed under PPD Policy 604-Unmanned Aerial System as well as FAA Part 107.



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Public Hearing to Consider the Transition to Phase III of the City's Water Conservation Plan

SOURCE: Public Works

COMMENT: The City of Porterville's Water Conservation Plan is structured in an effort to provide mandated conservation results, reduce the overall residential consumption, and continue to provide uninterrupted services to the community without compromising the operation of the City's water distribution system. The City has been operating through the winter months in Phase IV of the City's Water Conservation Plan. As part of the Phase IV implementation, the City reduced watering days through the winter months, to a one day per week watering schedule, based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Tuesday, Wednesday, Thursday, or Friday.

Conservation reduction guidelines presented in past Executive Orders and subsequent regulations adopted by the State Water Resources Control Board encourage conservation as a way of life. Taking into consideration the State Waterboards Self-Certification criteria for the City, the City Council approved maintaining a self-imposed conservation standard of twenty-six percent (26%) less than the production of 2013. The continuation of the current conservation goals keeps a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, and meets the minimum twenty percent (20%) conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

In response, the City has developed a Conservation Plan that has been effective while still allowing some flexibility throughout the community. The City's Conservation Plan is an Odd/Even watering schedule composed of Five Phases; Phase I is a Voluntary 3-Day Watering a week Schedule; Phase II, is a Mandatory 3-Day Watering a week Schedule; Phase III, is a Mandatory 2-Day Watering a week Schedule; Phase IV, is a Mandatory 1-Day Watering week Schedule; and Phase V, is a No Outdoor Watering schedule.

Through the implementation of mandatory conservation, the City has been able to maintain a cumulative GPCD conservation total reduction of twenty-five

percent (25%) from June 2015 through April 2022. In order to maintain conservation reductions while providing flexibility to local residents, it is the staff's recommendation that the seasonal changes in the temperature be evaluated and the need to transition from Phase IV to Phase III of the City's Water Conservation Plan (a Mandatory odd/even 2-day watering week schedule). Staff recommends Council conduct a Public Hearing to discuss moving to Phase III of the City's Water Conservation Plan, which adds an additional day to the watering schedule for outdoor landscape. Phase III is a Mandatory odd/even 2-day watering week schedule. Odd addresses would be allowed to water on Tuesday and Saturday and even addresses on Wednesday and Sunday. The City's Water Conservation Plan applies to all water users within the City's service area. Given the ongoing historic drought conditions, it is staff's recommendation to commence with Phase III effective June 1, 2022, and continue this watering schedule through the summer and fall months until September 30, 2022. On October 1, 2022, the City would then transition back to Phase IV of the City's Water Conservation Plan (a Mandatory 1-day watering week schedule).

RECOMMENDATION: That City Council:

1. Conduct a Public Hearing to consider the transition from Phase IV to Phase III of the City's Water Conservation Plan effective June 1, 2022; and
2. Consider directing staff to transition from Phase III to Phase IV effective October 1, 2022.

ATTACHMENTS:

1. Drought Response Phase III Flyer
2. Drought Response Phase IV Flyer
3. Monthly Production Status: April 2022
4. Monthly Production Status GPCD: April 2022
5. Tulare Basin Precipitation Chart
6. Average Standing Water Level and Production Capacity Chart

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



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**

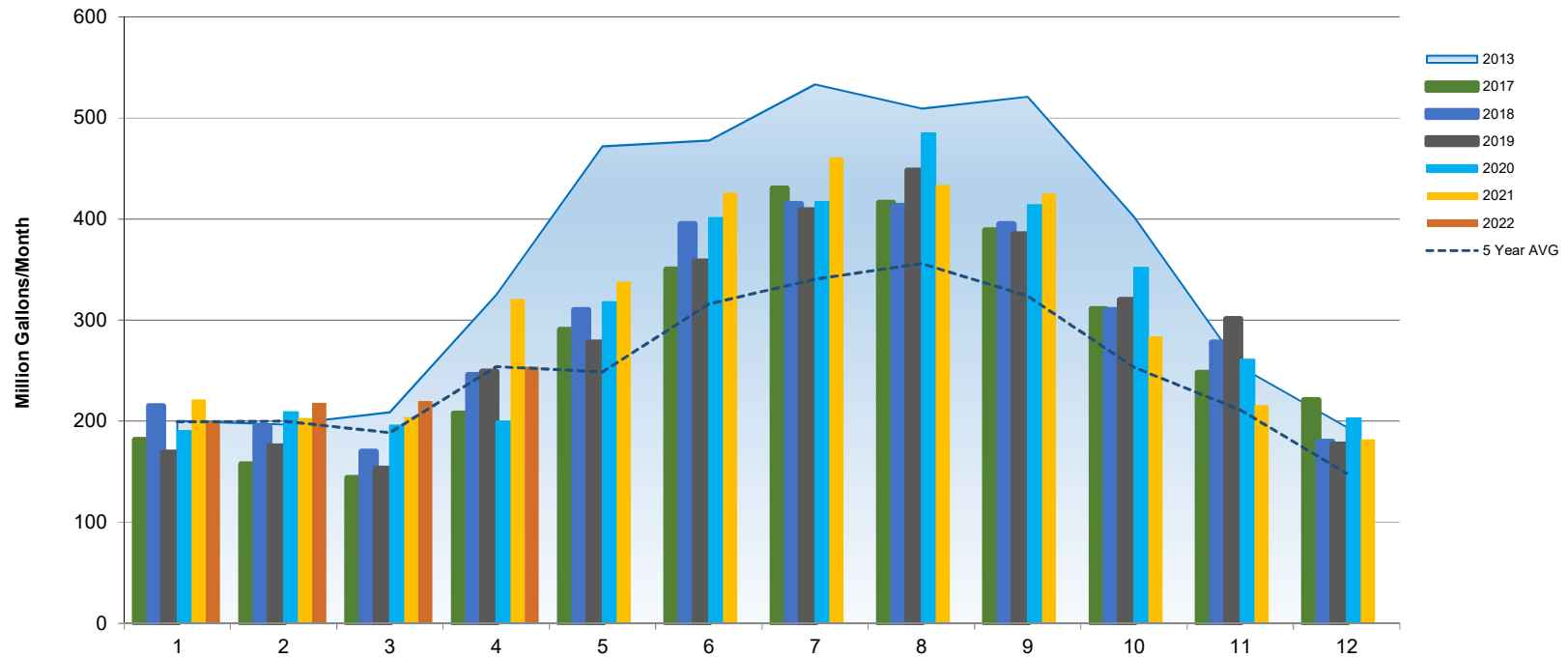
**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**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.**

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

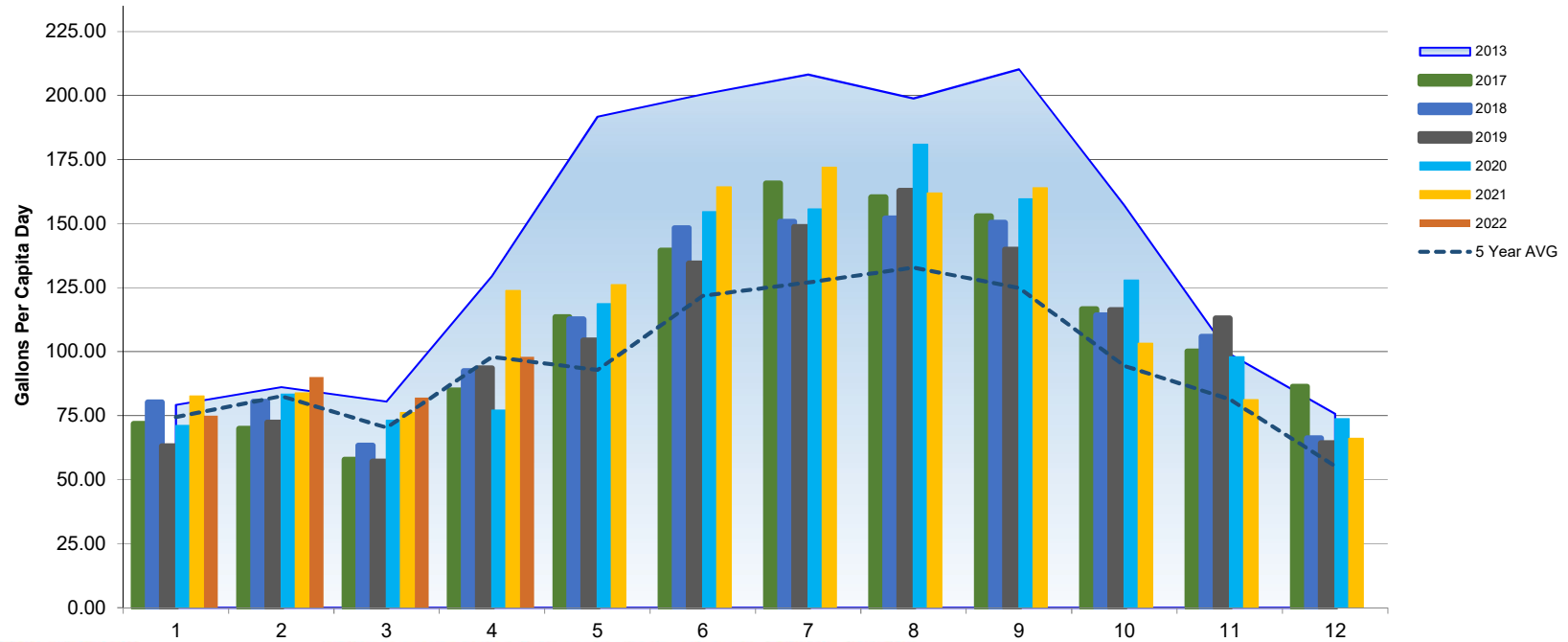


Production Cumulative Total 20.7%

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

Percent Comparison to 2013 Production

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



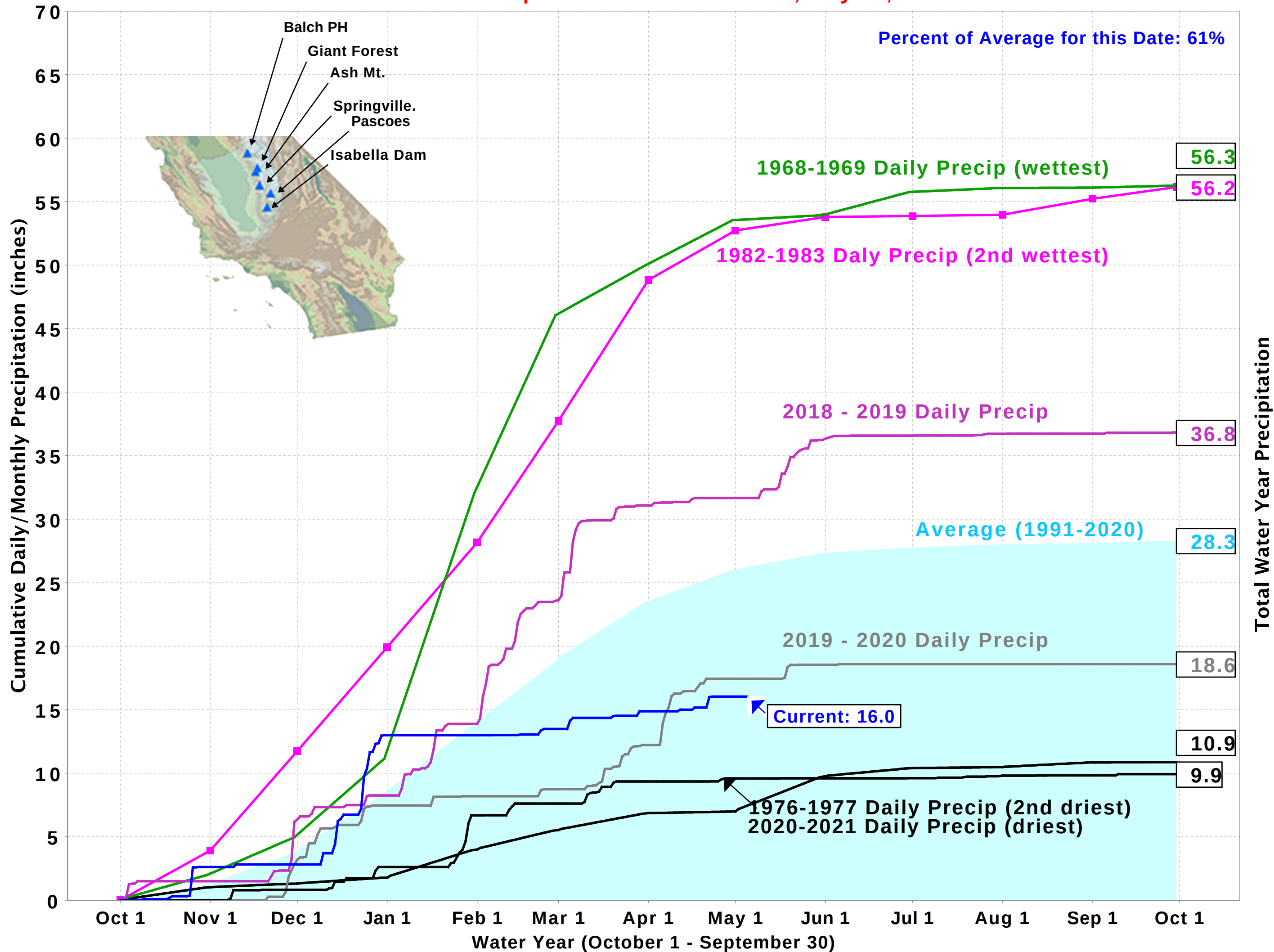
GPCD

Cumulative Total 24.5%

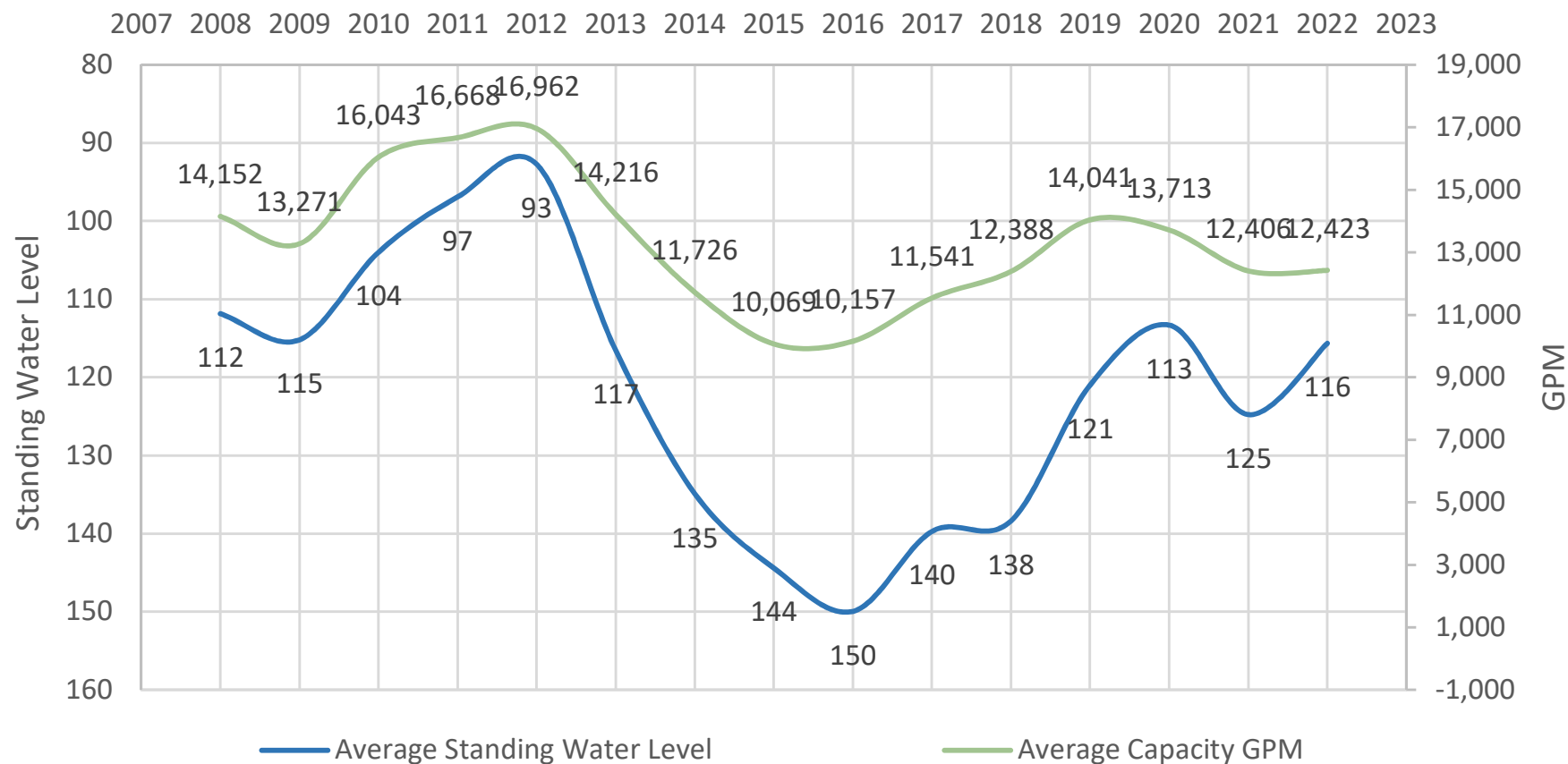
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-17%	-13%	1%	-15.6%								

Percent Comparison to 2013 Production

Tulare Basin Precipitation: 6-Station Index, May 05, 2022



Average Standing Water Level & Production Capacity





CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Consideration of Calling November 8, 2022, General Election; Requesting Consolidation of Election; and Setting Specified Services

SOURCE: Administrative Services

COMMENT: As the City Council is aware, the City's next general election is set to take place on November 8, 2022. Two districts have representatives with terms expiring in 2022: Council Member Lawana Tate in District 1, and Council Member Milt Stowe in District 2. It is now time for the Council to make certain determinations for the election protocols, including: A) whether the City wishes to consolidate its election with the County elections; and B) whether candidate statements will be permitted, and if so, how much, if any, the candidate should be responsible for paying.

A. Consolidation

The City has consolidated its elections with the County for the past nineteen (19) years. Prior to 2003, the City conducted stand-alone elections with the assistance and guidance from the election consulting firm Martin Chapman, which ceased operations in 2018. In consolidating with the County, the Registrar of Voters would provide the following services:

1. Distribute and file nomination papers and candidate statements for candidates for City offices.
2. Make all required publications.
3. Prepare, print and mail to the qualified electors of the City sample ballots and voter pamphlets.
4. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to such Vote by Mail ballots in the manner provided by law.
5. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
6. Conduct and canvass the returns of the election and certify the votes cast to the City.
7. Receive and process Vote by Mail ballot voter applications.
8. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
9. Recount votes, if requested, in accordance with state law.
10. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
11. Perform all other pertinent services required to be performed for

said election, except as otherwise agreed, other than the requirements of the Fair Political Practices Commission; said FPPC requirements to be performed by the City Clerk.

Staff has confirmed the County's receipt of the newly drawn District Maps as approved by the Council through the City's redistricting process.

B. Candidates Statements:

With regard to Candidate Statements, the Council must determine whether candidate statements are to be allowed, and if so, who will be the responsible party for paying the pro rata cost of printing and distributing the Statements. Said cost is based on the number of registered voters within each district. Staff estimates the cost will be approximately \$1,300. This estimate serves as a deposit and once the actual cost is determined by the County, the deposit is reconciled.

Historically, past Councils have differed on approaches to this item. In some past elections, the City bore the cost of the Candidate Statements, and in others – most recently the 2020 election – the Candidates bore the cost. The Council could also consider a hybrid in which the City and Candidate each pay a portion.

Staff has budgeted \$32,000 for this election. For Council's information, the number of registered voters currently in Porterville is 24,894.

RECOMMENDATION:

That the City Council:

1. Adopt the draft Resolution calling the Election for November 8, 2022; requesting and consenting to the consolidation of the election; and setting specifications of the election order;
2. Adopt the draft Resolution requesting that the Board of Supervisors permit the Registrar of Voters to render specified services to the City for the November 8, 2022 Election;
3. Allow candidates' statements of 200 words or less with no additional mailings and determine whether the candidate or the City shall be responsible for the estimated cost per candidate;
4. Authorize that the County Election Department, 5951 South Mooney Boulevard, Visalia, California, be designated as the Central Counting Place for the November 8, 2022, General Municipal Election; and
5. Authorize payment to the Tulare County Registrar of Voters upon the completion of the requested services.

ATTACHMENTS:

1. Draft Resolution: Consenting to Consolidation
2. Draft Resolution: Election Services

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REQUESTING AND CONSENTING
TO THE CONSOLIDATION OF ELECTIONS; AND SETTING SPECIFICATIONS
OF THE ELECTION ORDER

WHEREAS, the City Council of the City of Porterville has ordered a Municipal Election to be held on Tuesday, November 8, 2022, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City of Porterville and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10242 provides that the governing board shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill for services to the City by the County Elections Official; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City.

NOW, THEREFORE, BE IT RESOLVED that an election be held in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

1. The Election shall be held on Tuesday, the 8th day of November, 2022. The purpose of the election is to choose successors for the following offices:

District One
Member of the City Council
Council Member Lawana Tate
Term of Four Years

District Two
Member of the City Council
Milt Stowe
Term of Four Years

2. This City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.
3. The City hereby designates the hours of the polls are to be kept open shall be from 7:00 A.M. to 8:00 P.M.
4. The City will reimburse the County of Tulare for the actual cost incurred in conducting the election upon receipt of a bill for services stating the amount due as determined by the Elections Official.
5. The City Council has determined that the _____ will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
6. The City requests that the Registrar of Voters publish the Notice of Election in *The Porterville Recorder*, which is a newspaper of general circulation that is regularly circulated in the City.
7. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters, and the Board of Supervisors of Tulare County.

PASSED, APPROVED AND ADOPTED this 17th day of May, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REQUESTING THE TULARE COUNTY BOARD OF
SUPERVISORS PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER
SPECIFIED SERVICES TO THE CITY OF PORTERVILLE

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city related to the conduct of an election; and

WHEREAS, the City of Porterville has ordered an election be held within the boundaries of the City on November 8, 2022.

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

The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Porterville relating to the conduct of the November 8, 2022 Municipal Election as follows:

- a. Distribute and file nomination papers and candidate statements for candidates for City offices.
- b. Make all required publications.
- c. Prepare, print and mail to the qualified electors of the City sample ballots and voter pamphlets.
- d. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to Vote by Mail ballots in the manner provided by law.
- e. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- f. Conduct and canvass the returns of the election and certify the votes cast to the City Council.
- g. Receive and process Vote by Mail ballot voter applications.
- h. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
- i. Recount votes, if requested, in accordance with state law.

- j. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
- k. Perform all other pertinent services required to be performed for said election, except as otherwise agreed, other than the requirements of the Fair Political Practices Commission; said FPPC requirements to be performed by the City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

PASSED, APPROVED AND ADOPTED this 17th day of May, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 17, 2022

SUBJECT: Acceptance of Senate Bill 2 Pre-Approved Architectural Plans

SOURCE: Community Development

COMMENT: Under the Fifth Cycle of the Regional Housing Need Assessment (RHNA), the Tulare County Association of Governments determined that for the 2015-2023 Cycle, the City of Porterville should add 1,199 affordable housing units to the local housing stock. As with many jurisdictions in California, the City has struggled to fill this allocation with only 280 affordable units being built thus far in the cycle. In 2017, the Legislature enacted the Building Homes and Jobs Act, which created the Building Homes and Jobs Trust Fund (Government Code Section 50470) in an effort to assist in creating additional housing. Senate Bill 2 (SB 2) directed the State of California to distribute monies to local jurisdictions in order to help accelerate housing production and promote housing affordability for lower- and moderate-income households. Under this funding program, the City qualified for \$310,000 in State grant monies.

At its meeting on October 15, 2019, the City Council adopted Resolution 80-2019 in support of the City's SB 2 Grant Application for housing-related planning efforts. The grant application requested funds for architectural services to design a master set of multifamily and accessory dwelling unit plans that would fit on standard-sized lots in the City. These pre-approved plans can assist developers and property owners by simplifying the process of acquiring building permits for new residential units. The City was awarded an SB 2 Planning Grant in the amount of \$310,000 in 2020.

At its meeting on September 1, 2020, the Council authorized a request for proposals for architectural services for housing plans. On October 30, 2020, staff received four proposals for the architectural and engineering design for the city wide pre-approved Accessory Dwelling Unit and Multi-family Dwelling Unit Plans. At its meeting on February 16, 2021, the Council reviewed staff's scored proposals and selected RRM Design Group as its chosen consultant to prepare the draft plans and directed staff to execute the Service Agreement between the City and RRM Design Group.

The RRM Design Group has drafted eleven (11) plans for the program. The prepared plans include three options for Accessory Dwelling Units (ADU) and eight for multifamily residential units. The program allows the plans to be utilized free of charge within the City of Porterville. The multifamily residential plans are undergoing building permit review and master sets are expected to be approved by the end of the month.

In line with SB 2, to help accelerate housing production and promote housing affordability for lower- and moderate-income households, residents will be able to utilize the accessory dwelling unit plans on any residentially zoned property in the City to create accessory units as permitted under State law. Additionally, residents will be able to construct one of the pre-approved ADUs in place of a primary residence to encourage infill development. At such a time, a larger residence could be constructed, residents would then be able to transition the previous unit into an accessory use. To encourage infill, ADU plans may also be utilized to create cottage court/bungalow court-style multi-family developments, subject to full compliance with multi-family residential standards, to help add variety to and lower costs of the housing market in Porterville. Given recent changes to State law under Senate Bill 9, residents would also be able to utilize the duplex plans in RS-1 and RS-2 zones, subject to certain conditions. All pre-approved multi-family plans are able to be developed in any RM or DRM zone, subject to compliance with the Development Ordinance.

In an effort to optimize the Accessory Dwelling Unit program, staff researched possible financing options that could be used in conjunction by Porterville residents specifically for ADU's. Staff contacted Self-Help Enterprises (SHE) to inquire about their ADU financing program to determine compatibility with the City's ADU program and their service area. SHE confirmed that Porterville residents could utilize their program if they met their eligibility requirements. In addition to SHE's financing program, the State of California, through the California Housing Finance Agency, offers homeowners the ability to apply for up to \$40,000 to reimburse pre-development and non-reoccurring closing costs associated with the development of an Accessory Dwelling Unit.

RECOMMENDATION: That the City Council accept the construction documents from RRM Design Group and authorize the release of plans to the public after approval of master plan set.

ATTACHMENTS: 1. Accessory Dwelling Unit/Multifamily Unit Elevations
 2. Resolution No. 80-2019
 3. CalHFA ADU Financing Program

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



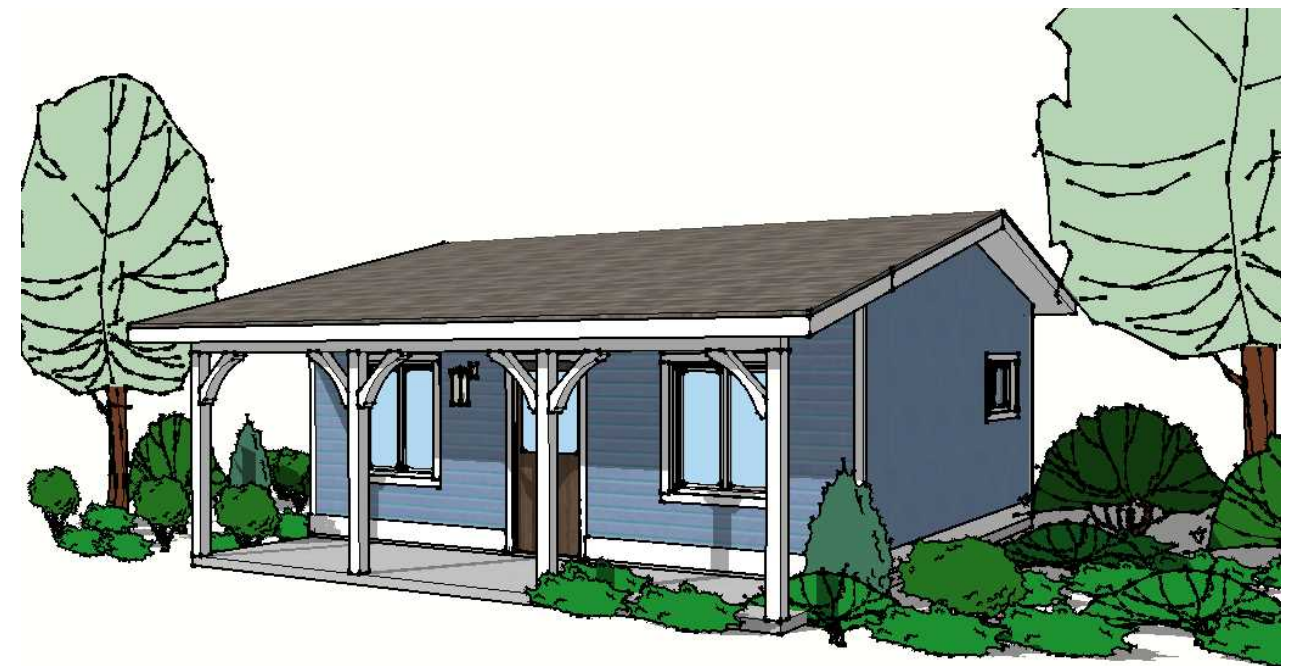
STYLE A: SPANISH COLONIAL REVIVAL



STYLE B: CRAFTSMAN



STYLE C: AGRARIAN



STYLE D: CALIFORNIA RANCH



PORTERVILLE ADU PROTOTYPES
SCHEMATIC PLANS - DETACHED ADUS

STUDIO: 526 SF



STYLE A: SPANISH COLONIAL REVIVAL



STYLE B: CRAFTSMAN



STYLE C: AGRARIAN



STYLE D: CALIFORNIA RANCH



PORTERVILLE ADU PROTOTYPES
SCHEMATIC PLANS - DETACHED ADUS

1-BED: 600 SF



STYLE A: SPANISH COLONIAL REVIVAL



STYLE B: CRAFTSMAN



STYLE C ; AGRARIAN



STYLE D: CALIFORNIA RANCH



**PORTERVILLE ADU PROTOTYPES
SCHEMATIC PLANS - DETACHED ADUS**

2-BED: 806 SF



STYLE A: SPANISH COLONIAL REVIVAL

Type: Duplex





STYLE C: AGRARIAN

Type: Duplex



**PORTERVILLE MULTI-FAMILY PROTOTYPES
SCHEMATIC PLANS - MULTI-FAMILY BUILDING TYPES**



STYLE D: CALIFORNIA RANCH

Type: Duplex



**PORTERVILLE MULTI-FAMILY PROTOTYPES
SCHEMATIC PLANS - MULTI-FAMILY BUILDING TYPES**



STYLE B: CRAFTSMAN

Type: Duplex



**PORTERVILLE MULTI-FAMILY PROTOTYPES
SCHEMATIC PLANS - MULTI-FAMILY BUILDING TYPES**

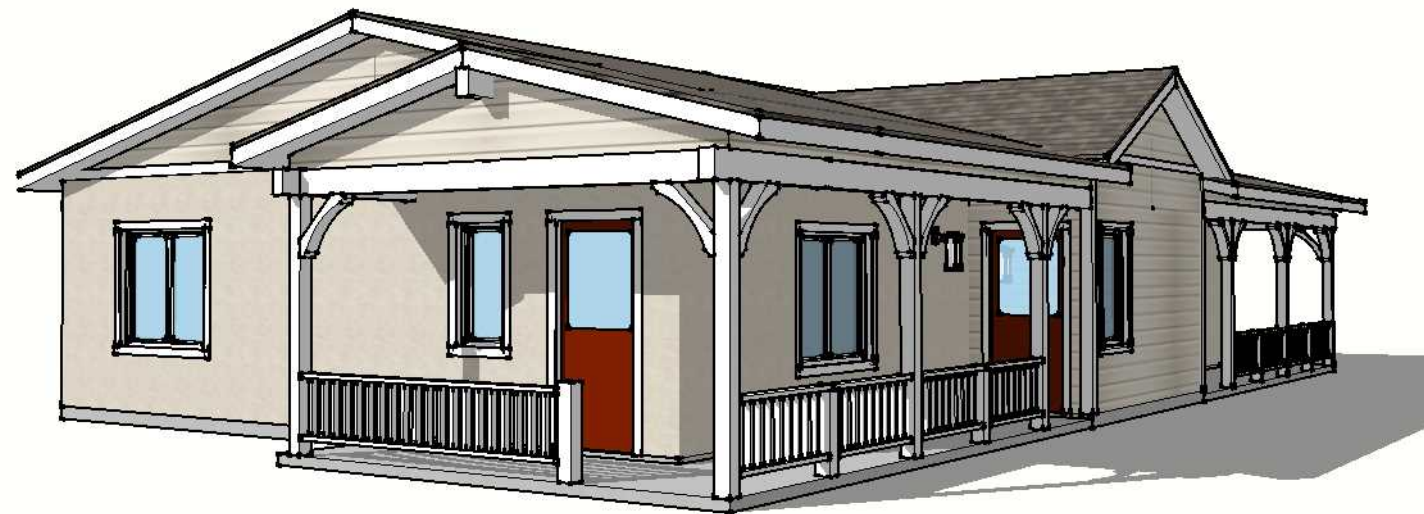


STYLE B: CRAFTSMAN

Type: Triplex



**PORTERVILLE MULTI-FAMILY PROTOTYPES
SCHEMATIC PLANS - MULTI-FAMILY BUILDING TYPES**



STYLE D: CALIFORNIA RANCH

Type: Triplex



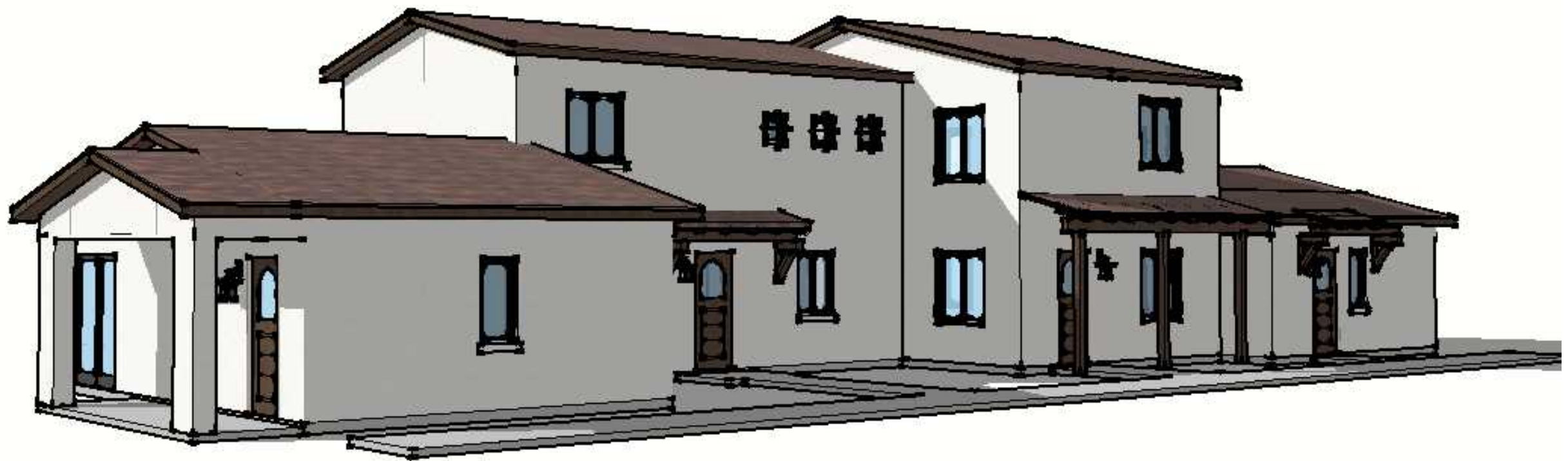


STYLE C: AGRARIAN

Type: Triplex



**PORTERVILLE MULTI-FAMILY PROTOTYPES
SCHEMATIC PLANS - MULTI-FAMILY BUILDING TYPES**



STYLE D: SPANISH COLONIAL REVIVAL

Type: Four-plex



RESOLUTION NO. 80-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SENATE BILL 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS: the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability (NOFA) date March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS: The City Council of the City of Porterville desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application described in the Planning Grants Program NOFA and Senate Bill 2 (SB 2) Planning Grants Program Guidelines by the Department for the PGP Program; and

WHEREAS: The Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP program.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City Council of the City of Porterville is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Application released March 28, 2019 in the amount of \$310,000.
2. In connection with the PGP grant, if the application is approved by the Department, the Director of the Community Development Department is authorized to enter into, execute, and deliver, a State of California Agreement (Standard Agreement) for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").
3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to the use of the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.
4. The Director of the Community Development Department is authorized to execute the City of Porterville Planning Grants Program application, the PGP Grant Documents, and any

amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

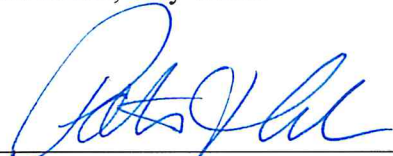
PASSED, APPROVED AND ADOPTED this 15th day of October, 2019.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 15th day of October, 2019.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk



ADU FINANCING PROGRAM

\$100 MILLION
IN GRANTS

\$40,000
MAXIMUM PER
HOMEOWNER 

 **2,500**
POTENTIAL
ADUS FINANCED

WHO IS ELIGIBLE

Homeowners with incomes less than CalHFA income limits.
[Check our website](#) for details.

ELIGIBLE COSTS

- » Pre-development costs including but not limited to: architectural designs, permits, soil tests, impact fees, property surveys, energy reports, and utility hookups
- » Interest rate buy-downs



APPLICATION

Homeowner applies for a construction loan with an approved lender

- Predevelopment costs rolled into construction loan for no or minimal upfront costs to homeowner.
- Homeowner completes CalHFA ADU grant application forms.



LOAN APPROVAL

Lender approves construction loan

- Lender prequalifies homeowner for CalHFA ADU grant



PRE-DEVELOPMENT



Predevelopment work starts, paid through the construction loan account

- Lender sends ADU Grant application package to CalHFA, including list of costs and invoices of predevelopment



GRANT DISBURSEMENT

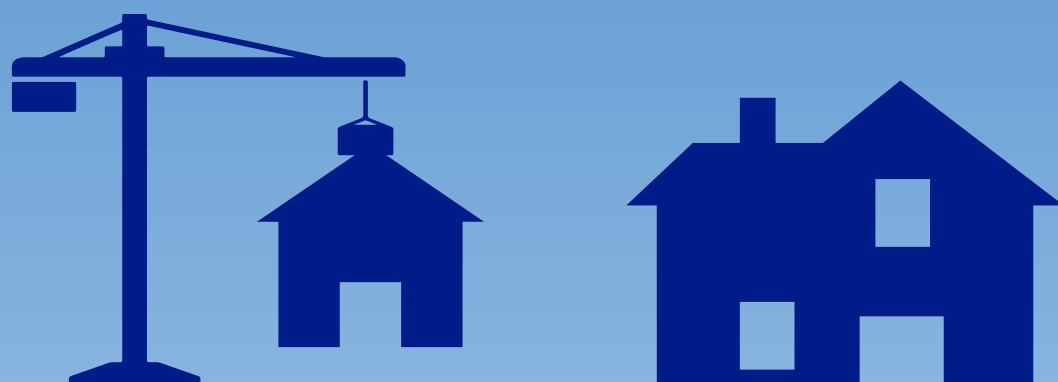
CalHFA approves grant and wires funds to loan account

- This lowers ADU construction loan principal that homeowner has to repay



CONSTRUCTION

Construction of the ADU, financed with construction loan.



In order to apply, find a lender near you on our website:

<https://www.calhfa.ca.gov/adu>