



**ADJOURNED REGULAR
CITY COUNCIL MEETING AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MONDAY, JUNE 6, 2022, 5:30 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvA>

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

Topic: City of Porterville – Adjourned Regular City Council Meeting of Monday, June 6, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/89323291200?pwd=TDZxOVRaeWVLcHBJQTUzdjVUd1lDdz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **893 2329 1200** Passcode: **371334**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 261-130-004. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners II, L.P. Under Negotiation: Terms and Price.
- 2** - 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.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Patrick Padma. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Cecilia Chavez. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability Claim: Claimant: Bertha Loretta Stroud. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. City of Porterville, U.S. District Court, Eastern Div., Case No. 1:22-CV-00614-DAD-SAB.

7 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Six (6) cases in which facts are not yet known to potential plaintiff.

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

9 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Manager.

10 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Attorney.

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

Pledge of Allegiance Led by Vice Mayor Carrillo

Invocation

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 - Tulare County Homeless Task Force - May 18, 2022

2 - Council of Cities - May 18, 2022

3 - California Transportation Commission Reception - May 18, 2022

4 - Tulare County Regional Transit Agency - May 18, 2022

5 - San Joaquin Valley Air Pollution Control District Board - May 19, 2022

6 - Eagle Mountain Casino Relocation Committee - May 19, 2022

7 - Library Facility Planning Committee - May 19, 2022

8 - Fire Department Badge Pinning Ceremony - May 20, 2022

- 9 - Tulare County Economic Development Corporation Board - May 25, 2022
- 10 - Eagle Mountain Casino Relocation Committee - May 26, 2022
- 11 - KJUG Free Summer Concert - May 26, 2022
- 12 - Military Banner Ceremony - May 27, 2022
- 13 - Tule River Tribal Council Meeting - May 31, 2022
- 14 - San Joaquin Valley Air Pollution Control District Special City Selection Committee - May 31, 2022
- 15 - Eagle Mountain Casino Relocation Committee - June 2, 2022
- 16 - Eastern Tule Groundwater Sustainability Agency - June 2, 2022

REPORTS

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

I. Staff Informational Reports

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 Oil for Compressed Natural Gas Compressors**
Re: Consideration to authorize synthetic lubricant from Archrock at a cost not to exceed \$7,000.
2. **Authorization to Purchase a Tractor, Mower and Scraper for the Airport**
Re: Consideration of the council to authorize the purchase of a tractor, mower, and scraper for the Porterville Municipal Airport in the amount of \$22,536.11 from Farmers Tractor & Equipment Co.
3. **Authorization to Purchase Transit Bus Advertising for the Temporary Library Opening**
Re: Consideration to authorize staff to accept \$3,000.00 from the Friends of the Library, and to utilize \$3,184.64 from the Library's General Fund advertising budget to cover transit bus advertisement.
4. **Approval to Renew Microsoft Office 365 Government G1 Software Subscription**
Re: Consideration to approve the renewal of the Microsoft Enterprise Agreement for Office 365 Government G1 software subscription from CDW-G for a term of three years in the amount of \$91,568.19.
5. **Authorization to Award - Island Annexation Area 476 Sewer Project**

Re: Consideration to award the Island Annexation Area 476 Sewer Project, generally bound by Plano Street to the east and Gibbons Avenue to the south, to EverLevel Holding, LLC in the amount of \$2,458,485.

6. Authorization to Award Contract - Island Annexation Area 474B Sewer Project

Re: Consideration to award the Island Annexation Area 474B Sewer Project, generally bound by North Grand Avenue to the south, Douglas Street to the east, and Newcomb Street to the west, to Todd Companies in the amount of \$2,145,750.

7. Acceptance of Project - Digesters 2 and 3

Re: Consideration to accept the Digester 2 and 3 Project as complete.

8. Authorization to Approve - Laboratory Instrument Service Contract

Re: Consideration to approve the service contract with Thermo Electron North America LLC for three years.

9. Renewal of Airport Lease Agreement - Lot No. 46B

Re: Consideration to approve the renewal of the Lease Agreement between the City of Porterville and Mike Quatacker and Debbie Quatacker for Lot No. 46B at the Porterville Municipal Airport for a term of ten (10) years.

10. Renewal of Airport Lease Agreement and Consent to Sublet - Lot No. 9

Re: Consideration to approve the renewal of the Lease Agreement between the City and Arrow Falcon Exporters, Inc. for Lot No. 9 at the Porterville Municipal Airport for a term of two years; and authorize the lessee, Arrow Falcon Exporters, Inc. to sublet airport hangar on Lot No. 9 at the Porterville Municipal Airport to Burton School District beginning on July 1, 2022, and expiring on June 30, 2024.

11. Consent to Sublet - Lot No. 10

Re: Consideration to authorize the Lessee, Arrow Falcon Exporters, Inc to sublet the airport hangar on Lot No. 10 at the Porterville Municipal Airport to Burton School District beginning on July 1, 2022, and expiring on June 30, 2024.

12. 2020 Permanent Local Housing Allocation (PLHA) RFP Funding Recommendations

Re: Consideration to award Turning Point of Central California in the amount of \$133,186.25 (25% of 2020 PLHA allocation) for the Navigation Center, \$144,547.20 (27% of PLHA 2020 allocation) for Emergency Housing, \$53,274.50 (10% of PLHA 2020 allocation) for PSH operation support; and award Central California Family Crisis Center in the amount of \$175,099.80 (33% of 2020 PLHA allocation).

13. Department of Finance Population Update

Re: Consideration of the request for State certification for the City of Porterville, January 1, 2021, at a population of 62,345.

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. **Consideration of Conditional Use Permit to Establish a Nursery at 180 South E Street**
Re: Consideration to adopt the draft Resolution approving the Conditional Use Permit to establish the use of a nursery for Sunburst Packing Company located at 180 South E Street.
17. **Public Health Goal Report**
Re: A Public Hearing to receive comments in regard to the City's Public Health Goal Report, which was established by the Cal-EPA's Office of Environmental Health Hazard Assessment (OEHHA) and intended to inform the public of drinking water contaminants that exceed the Public Health Goal set by Cal-EPA.

SCHEDULED MATTERS

18. **Consideration of Appointment to the Animal Control Commission**
Re: Considering the appointment to the Animal Control Commission.
19. **Bid Results - Island Annexation Area 457 Sewer Project**
Re: Consideration to award the Island Annexation Area 457 Sewer Project, which is generally bound by State Route Highway 65 to the west, State Route Highway 190 to the north, and Chess Terrace Street to the east, to Bill Nelson Construction for the amount of \$1,797,530.
20. **Consideration of Proposed Fiscal Year 2022-2023 Budget and Setting of Date for Public Hearing**
Re: Consideration of the Council to consider the proposed 2022-2023 Fiscal Year Budget, providing any direction on modifications; and schedule the Public Hearing on the Proposed Budget for Monday, June 20, 2022.
21. **City Draft Pension Funding Policy and Pension Obligation Bond Validation Suit**
Re: Consideration of a draft Resolution to establish a City Pension Funding Policy and a Resolution authorizing the filing of a Pension Obligation Bond validation suit.

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 Monday, June 20, 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 – JUNE 6, 2022

SUBJECT: Authorization to Purchase Oil for Compressed Natural Gas Compressors

SOURCE: Public Works

COMMENT: The City's compressed natural gas (CNG) compressors utilize a synthetic lubricant for normal operation. The compressors consume approximately 5-gallons of lubricant per month at a cost of \$138 per gallon, not including tax and freight. Due to supply chain issues, staff has been unable to purchase 5-gallon containers at this time, but have located a 55-gallon container at a cost of \$100 per gallon, not including tax and freight.

Staff has been challenged to locate the required lubricant to continue to operate refuse equipment, street sweepers, transit, and a public access fuel island. In an effort to get three bids to purchase, only one bid was received from Archrock at \$100 per gallon.

Staff is requesting authorization to purchase the 55-gallon drum from Archrock, which is the current maintenance contractor of the CNG station, at an estimated cost of \$7,000 (inclusive of tax and freight, including a 10% contingency). Funding for the purchase will be from the Equipment Maintenance Operating Fund.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of synthetic lubricant from Archrock at a cost not to exceed \$7,000 (inclusive of all taxes and freight, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Archrock Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



**Russell Isom
City of Porterville,
291 N. Main Street
Porterville CA, 93257**

Subject: Royco 889 Oil / Supply Shortages / Work Around

Russell, as you are very aware of all the supply chain shortages throughout our nation it has now affected the 5 gallon pails of the Royco 889 oil you run in your CNG equipment. The supplier is unable to get the 5 gallon pails and does not have a GOOD delivery status for us to provide you. We reached out to another one of our customers who purchases the oil by the 55 gallon drum and they have offered to lend us 5 gallons if necessary.

That brings us to how do we keep you running beyond that and we are able to get the oil in a 55 gallon drum and it is available.

Our quote is as follows:

(1) 55 Gallon drum Royco 889 synthetic oil \$ 5,500.00

Lead Time is 2-3 weeks ARO

FOB Long Beach Ca.

Taxes are not included in this offering

Freight from Long Beach Ca. to Porterville are not included in this offering.

We want to thank you for your business and please let us know how you wish to proceed.

Respectfully

John Strong

**John Strong
SR. Service Manager West Coast.
CC Johnny Hurtado.**

3333 Gibson St.
Bakersfield Ca. 93308
661-321-0271
www.archrock.com



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Authorization to Purchase a Tractor, Mower and Scraper for the Airport

SOURCE: Finance

COMMENT: The Porterville Municipal Airport has been operating a 2007 rotary mower that was salvaged from the Parks Department in 2017. Airport staff maintains several acres of Airport property, some in difficult terrain, which has been very hard on both staff and mower. The rotary mower was not intended to be used in such terrain and had greatly depleted its useful life.

Staff is requesting authorization to purchase a small tractor with a mower and scraper to maintain the Airport terrain more efficiently. The tractor is a more versatile piece of equipment which will also enable staff to add appropriate attachments if and when the need arises.

Staff received two quotes for a new tractor, mower and scraper:

Farmers Tractor & Equipment Co.	\$22,536.11
Lawrence Tractor Co., Inc.	\$25,581.89

Funds for the purchase of this equipment are available in the Airport Operating Fund.

RECOMMENDATION: That the City Council authorize the purchase of a tractor, mower and scraper for the Porterville Municipal Airport in the amount of \$22,536.11 from Farmers Tractor & Equipment Co.

ATTACHMENTS:

1. Farmers Tractor & Equipment Co. Quote
2. Lawrence Tractor Co., Inc. Quote

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



FARMERS TRACTOR & EQUIPMENT CO.

*1132 S. MAIN ST.
PORTERVILLE, CA 93257-5902
559-784-4967
559-784-6445 FAX*

QUOTATION

To; City of porterville (airport)
ATTN: Andy ALABONTE@CI.PORTERVILLE.CA.US

Date: 05/18/22
Phone:

QTY	Part Number	Description	Price per unit	Price
1	L2501HST	KUBOTA 4X4 HST TRACTOR	\$ 17,175.51	\$ 17,175.51
1		FIBERGLASS CANOPY	\$ 746.10	\$ 746.10
1	BB1260	LAND PRIDE 5' BOX SCRAPER	\$ 900.00	\$ 900.00
1	RCR1260	LAND PRIDE 5' ROTARY MOWER	\$ 1,800.00	\$ 1,800.00

100.47 CUBIC INCH 3 CYL DIESEL ENGINE
4WD, TIER 4 COMPLIANT, NO EXHAUST AFTER TREATMENT REQUIRED
24.8 SAE HP, PTO 19HP
3 RANGE HYDROSTATIC DRIVE WITH DIFF LOCK
7.0 X 16 R1 FRONT TIRES, 11.2 X 24 REAR R1 TIRES
OPEN CENTER HYD SYSTEM 10.1 GPM
3 POINT CAT 1 REAR LIFT ARMS 1389 LBS 24" BEHIND LIFT POINT
POWER STEERING, WET DISC BRAKES, 40 AMP CHARGING SYSTEM
10 GALLON FUEL TANK, STEEL HOOD AND FENDERS
FIBERGLASS CANOPY INSTALLED
5' 3 POINT BOX SCRAPER WITH BACK BLADE
5' 3 POINT ROTARY MOWER WITH SWING AWAY BLADES

Frank Andrade
Sales
cell: (559)359-1832
email: frankfte@att.net

Quote Good For 30 Days

FOB Porterville

Sub Total	\$	20,621.61
Sales Tax 9.25%	\$	1,907.50
BOE FEE	\$	7.00
TOTAL AMOUNT	\$	22,536.11



Quote Summary

Prepared For:
CITY OF PORTERVILLE PORTERVILLE
PURCHASING DEPT
291 N MAIN ST
PORTERVILLE, CA 93257
Business: 559-782-7451

Prepared By:
Dennis O'kelley
Lawrence Tractor Co., Inc.
2530 E Main Street
Visalia, CA 93292
Phone: 559-734-7406
denniso@lawrencetractor.com

Quote Id: 26713690
Created On: 17 May 2022
Last Modified On: 17 May 2022
Expiration Date: 30 June 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 3025E Compact Utility Tractor	\$ 22,405.30	\$ 18,887.05 X	1 =	\$ 18,887.05

JOHN DEERE 300E Loader	\$ 6,036.00	\$ 4,978.31 X	1 =	\$ 4,978.31
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Frontier BB2065 Standard Duty Box Blade	\$ 1,963.00	\$ 1,614.41 X	1 =	\$ 1,614.41
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Frontier RC2060 Lift-Type Rotary Cutter	\$ 3,405.00	\$ 2,908.05 X	1 =	\$ 2,908.05
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Equipment Total				\$ 28,387.82
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Remove Loader

Quote Summary

Equipment Total	\$ 28,387.82	23,409.51
CA TIRE RECYCLE FEE	\$ 7.00	
SubTotal	\$ 28,394.82	23,416.51
Sales Tax - (9.25%)	\$ 2,625.87	2,165.38
Est. Service Agreement Tax	\$ 0.00	
Total	\$ 31,020.69	25,581.89
Down Payment	(0.00)	
Rental Applied	(0.00)	
Balance Due	\$ 31,020.69	

LESS Loader

25,582.34

Salesperson : X _____

Accepted By : X _____

Confidential



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Authorization to Purchase Transit Bus Advertising for the Temporary Library Opening

SOURCE: Parks and Leisure Services

COMMENT: In preparation of the temporary library opening at 50 West Olive, Suite B, staff has been working on producing bus advertisement with the Porterville Transit advertising contractor, Rethought Reborn Media. The bus advertisement is scheduled to run from July 1-December 31, 2022. Staff is still working on revisions of the graphics, but has attached the rendering along with the quote in the amount of \$6,184.64. The Friends of the Porterville Library wishes to sponsor \$3,000.00 towards the cost of the bus advertisement. Staff has identified that the remaining balance of \$3,184.64 be paid from the Library's General Fund account.

RECOMMENDATION: That the City Council authorize staff to accept \$3,000.00 from the Friends of the Library, and to utilize \$3,184.64 from the Library's General Fund advertising budget to cover the transit bus advertisement expenditure.

ATTACHMENTS: 1. Rethought Reborn Media Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



Contract No. P2207PL

Market(s): PT

ADVERTISER INFORMATION

Business/Organization: Porterville Library

Contact Name: Vikki Cervantes

Phone: 559-782-7495

Email: Vikki.Cervantes@portervillibrary.org

Mailing Address: 15 E. Thurman Ave., Porterville, CA 93257, United States

Advertiser desires to rent the following advertising display space under this Contract as outlined below. Additional terms will be by mutual consent in writing of TCRTA, Agency and Advertiser and attached as a subsequent addendum to this Contract.

QTY	Type	Term (Mo.)	Start Date	End Date	Unit Monthly Cost	Subtotal/ Ad Type	Production
1	Full King	6	7/1/2022	12/31/2022	\$ 586.00	\$ 3,516.00	\$ 2,758.00
1	Digital Display (0:30), promo	6	7/1/2022	12/31/2022	\$ -	\$ -	\$ 90.00
Subtotal						\$ 3,516.00	\$ 2,848.00
- Non-profit Discount						\$ 351.60	\$ -
+9.25% sales tax						\$ -	\$ 172.20
TOTAL						\$ 3,164.40	\$ 3,020.20
PT TOTAL						\$6,184.64	

Initials here: Advertiser has reviewed TCRTA's provisional "Policy for Advertising on Tulare County Regional Transit Agency System found HERE and hereby agrees to comply with said policy in displaying advertising on the TCRTA buses.

BILLING INFORMATION

☐ Same as Advertiser Information

☐ Other (complete below)

Business/Organization:

Contact Name / Title:

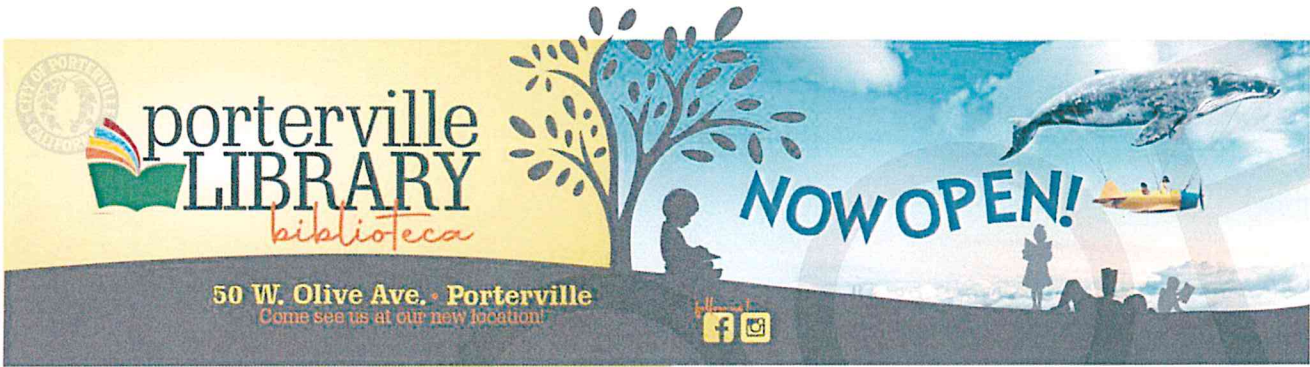
Phone:

Email:

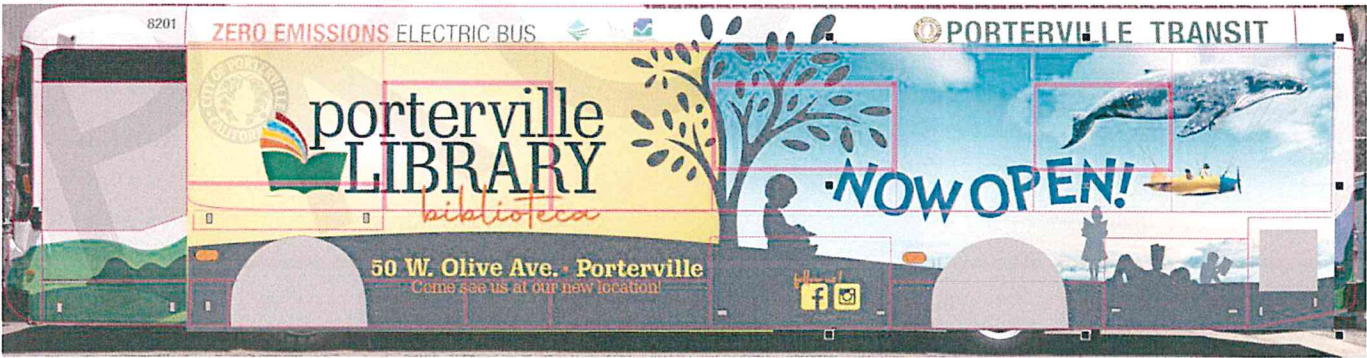
Mailing Address:

P2207PL Artwork proof - Full King

Due date: May 29, 2022



ARTWORK



MOCK UP

Do you approve the artwork as shown in the attached proof?

☐ Yes ☐ No

If "no," what changes need to be made? (OPTIONAL)



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Approval to Renew Microsoft Office 365 Government G1 Software Subscription

SOURCE: Finance

COMMENT: The Finance Department - Information Technology (IT) Division is requesting approval to renew the City's Microsoft Office 365 G1 subscription, a cloud-based platform for email and calendaring systems. The current subscription will expire on July 31, 2022. Renewing the City's Office 365 G1 subscription will maintain the City's current email and calendaring services.

Staff received the following quotes for Office 365 G1 annual subscription:

CDW Government, LLC \$30,522.73 annually
GovConnection, Inc. \$32,305.91 annually

The quote from CDW Government, LLC is for a three-year term for a total of \$91,568.19. Staff's request is to purchase the Office 365 G1 subscription from CDW Government, LLC. Funding is available from the IT computer equipment replacement fund.

RECOMMENDATION: That the City Council approve the renewal of Microsoft Enterprise Agreement for Office 365 Government G1 software subscription from CDW-G for a term of three years in the amount of \$91,568.19.

ATTACHMENTS:

1. CDW Government, LLC Quote
2. GovConnection, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 5/19/22
Account Manager David Fiester

Enterprise Quote
for

VSL Specialist Brent Cameron
Channel Price Sheet Month May

City of Porterville (8375A683)

Unless otherwise noted, All Quotes expire upon current month's end

EA Renewal Quote
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1			Year 2			Year 3	
				Price	Extended		Price	Extended		Price	Extended
J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit	D	1	\$0.00	\$ -		\$ -	\$ -		\$ -	\$ -
4ES-00001	ExchOnlnArchGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	271	\$28.19	\$ 7,639.49		\$ 28.19	\$ 7,639.49		\$ 28.19	\$ 7,639.49
U4S-00002	O365 G1 GCC Sub Per User	D	271	\$84.44	\$ 22,883.24		\$ 84.44	\$ 22,883.24		\$ 84.44	\$ 22,883.24

Year 1 Total \$ 30,522.73 Year 2 Total \$ 30,522.73 Year 3 Total \$ 30,522.73
Three Year Total \$ 91,568.19

Notes

No Tax Referenced
Riverside Contract: PSA-0001522
Current Enrollment# 5341479
Agreement End Date: 7/31/2022

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

Account Manager:
Phone:
Fax:
Email:

25358406.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 6/1/2022
Valid Through: 7/1/2022
Account #: S07537

Customer Contact: Ted Williams
Email: twilliams@ci.porterville.ca.us

Phone: (559) 782-7439
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14824559 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 (559) 7827456	AB#: 20347426 CITY OF PORTERVILLE 350 N D St Porterville, CA 93257 (559) 782-7439

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	271	32747168	U4S-00002	Govt. GovEA Office 365 Government G1 Shared Server Per User 12 Months Microsoft Gov Ea	Microsoft Gov Ea	\$ 89.32	\$ 24,205.72
2	271		4ES00001	ExchOnlnArchGCC ShrdS vr ALNG SubsVL PerUsr Microsoft Gov Ea	Microsoft Gov Ea	\$ 29.89	\$ 8,100.19
						Subtotal	\$ 32,305.91
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 32,305.91



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Authorization to Award - Island Annexation Area 476 Sewer Project

SOURCE: Engineering and Project Management

COMMENT: On May 31, 2022, staff received three bids for the Island Annexation Sewer Project - Area 476. Area 476 is generally bound by Plano Street to the east and Gibbons Avenue to the south.

The Engineer's Estimate of Probable Cost for the project was \$2,335,674. The low bid presented by EverLevel Holdings, LLC of Chino Hills is \$2,458,485, which is \$122,811 higher than the Engineer's Estimate (5.25%). an additional \$245,848 is necessary for construction contingency (10%) and \$245,848 is required for construction management, surveying, quality control and inspection services (10%); equating to a total construction cost of \$2,950,181.

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
Everlevel Holdings, LLC Chino Hills, CA	\$2,458,485
Emmett's Excavation, Inc Clovis, CA	\$2,785,082
Floyd Johnston Construction Co, Inc Clovis, CA	\$2,966,000

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Island Annexation Area 476 Sewer Project to EverLevel Holdings, LLC in the amount of \$2,458,485;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs;
4. Authorize an additional \$245,848 for construction management, construction surveying, quality control and inspection services; and

5. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

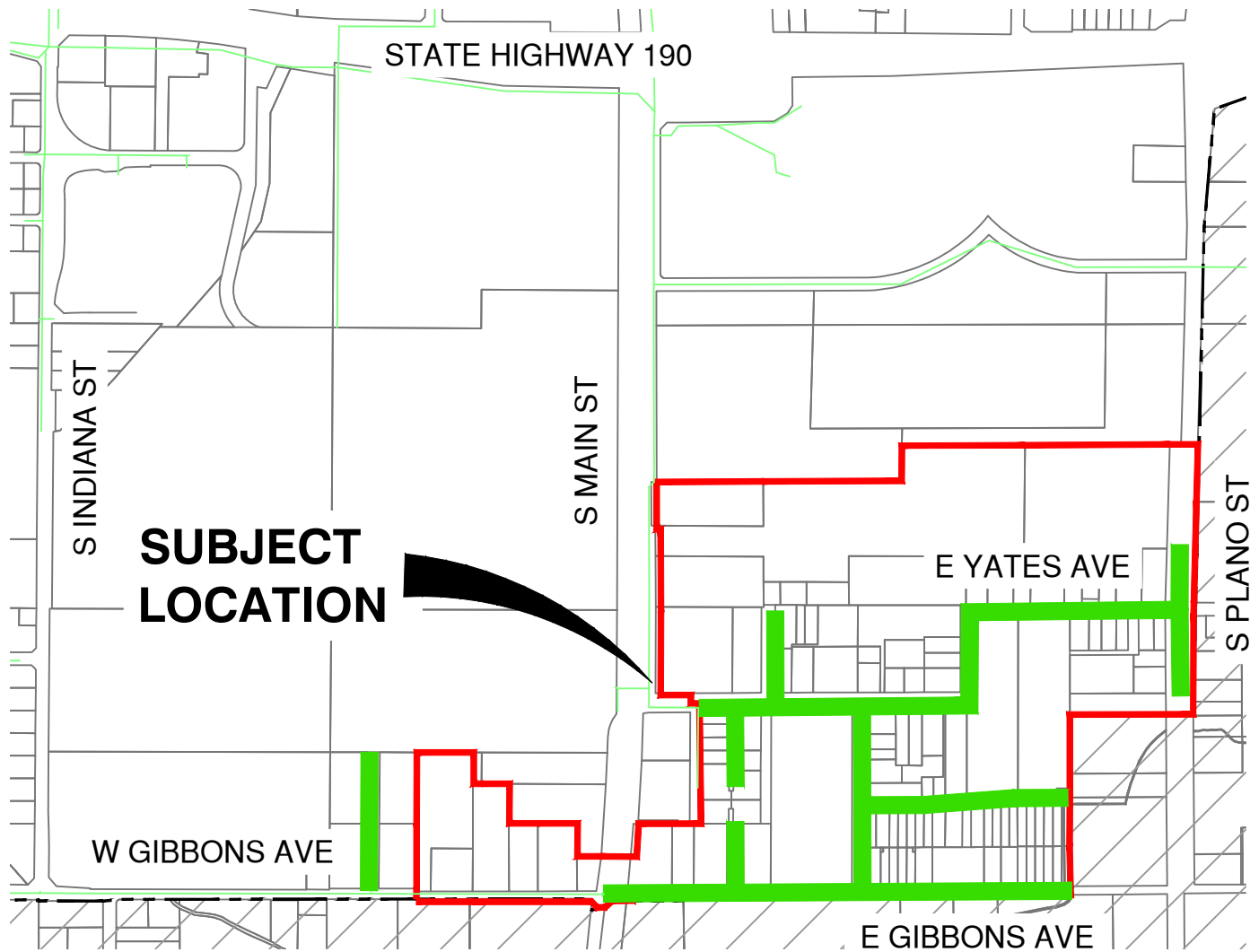
ATTACHMENTS: 1. Locator Map

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 476

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Authorization to Award Contract - Island Annexation Area 474B Sewer Project

SOURCE: Engineering and Project Management

COMMENT: On May 25, 2022, staff received five bids for the Island Annexation Sewer Project - Area 474B. Area 474B is generally bound by North Grand Avenue to the south, Douglas Street to the east, and Newcomb Street to the west.

The Engineer's Estimate of Probable Cost for the project was \$2,025,287. The low bid presented by Todd Companies of Visalia is \$2,145,750, which is \$120,463 higher than the Engineer's Estimate (5.95%). An additional \$214,575 is necessary for construction contingency (10%) and \$214,575 is required for construction management, surveying, quality control, and inspection services (10%); equating to a total construction cost of \$2,574,900.

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
Todd Companies Visalia, CA	\$2,145,750
Bill Nelson General Construction, Inc Fresno, CA	\$2,169,866
Emmett's Excavation, Inc Clovis, CA	\$2,187,045
Floyd Johnston Construction, Inc Clovis, CA	\$2,406,000
EverLevel Holdings, LLC Chino Hills, CA	\$2,413,397

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Island Annexation Area 474B Sewer Project to Todd Companies in the amount of \$2,145,750;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;

3. Authorize a ten percent (10%) contingency to cover unforeseen costs;
4. Authorize an additional \$214,575 for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

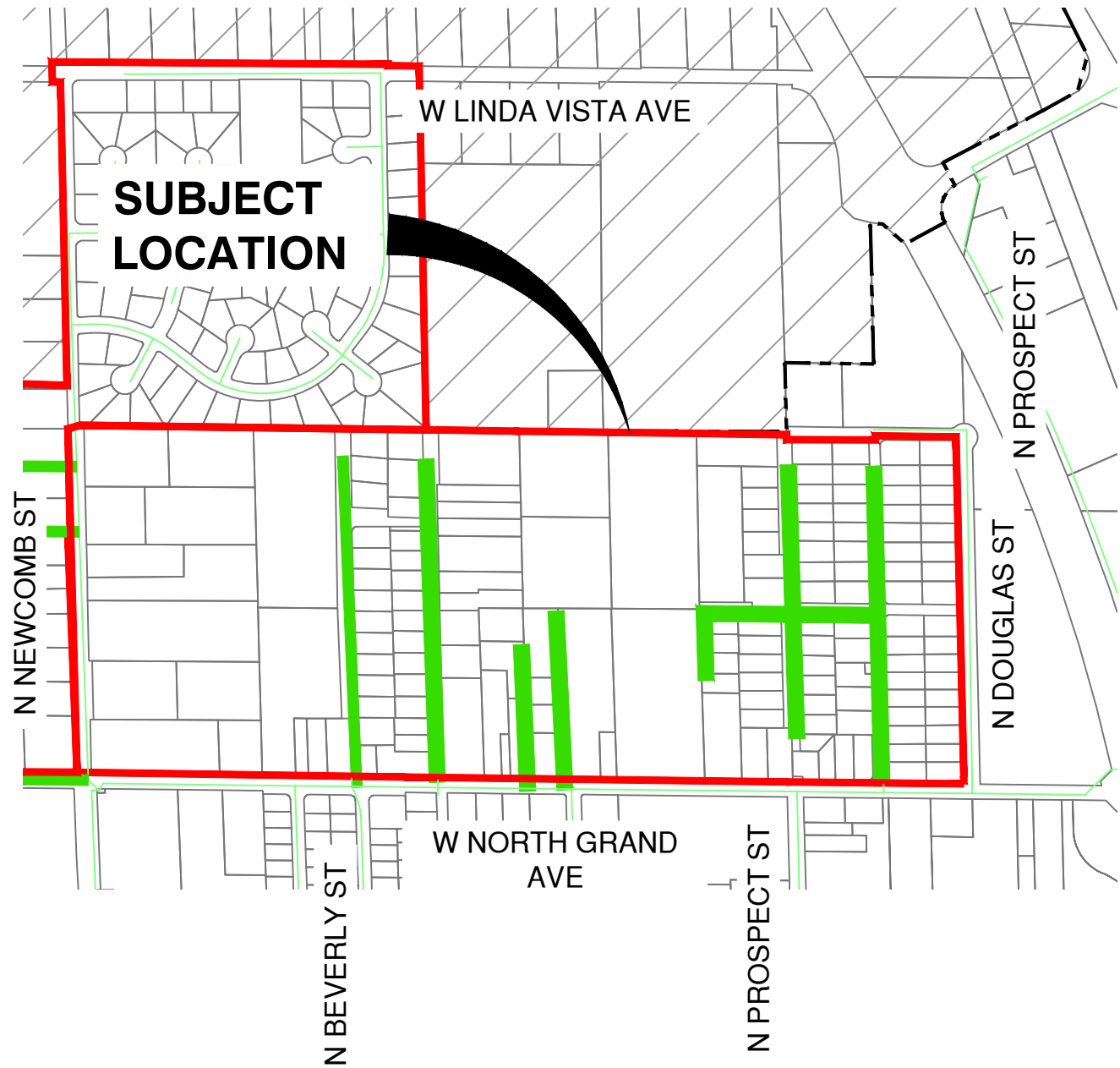
ATTACHMENTS: 1. Locator Map

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

SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	6,750	\$75/L.F.	\$506,250
NUMBER OF LOTS	159	\$5,700/EA.	\$906,300



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

**SEWER ANNEXATION
 NUMBER 474B**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 600'-0"
DATE	10/2/2019

SHEET
 1
 OF
 1



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Acceptance of Project - Digesters 2 and 3

SOURCE: Engineering and Project Management

COMMENT: GSE Construction has completed the Digester 2 and 3 Repair Project per plans and specifications. The project consisted of the repair of Digesters No. 2 and No. 3 as both experienced structural damage of their steel dome covers. The Digester No. 2 dome cover was installed in 1953, and there was significant corrosion damage to the Digester No. 2 floating dome cover that rendered it inoperable. The Digester No. 3 dome cover was installed in 1977, and the fixed dome cover was damaged when overflow piping plugged due to struvite build up in supernatant piping and had been out of service since 2016. The digester dome covers were removed to repair damage to the concrete wall at cover anchor bolt locations. The obsolete heat exchanger that was installed in 1977 and the digester gas flare were replaced.

Staff tracks construction costs of all Capital Improvements Projects and reports project construction expenditures when the project is accepted by the City Council. At its meeting on September 1, 2020, the Council authorized expenditure of \$2,477,475.00 for construction, construction management, construction design and quality control services for the Wastewater Treatment Facility Digesters Rehabilitation Project. At its meeting on October 19, 2021, the Council authorized an additional contingency of \$200,000 for a total authorized expenditure of \$2,677,475.00. The following itemizes the construction-related costs in two categories: 1) the construction contract, and 2) a combination of construction management, design and quality control.

1) Final construction cost is \$2,365,954.60.

2) Construction management, design and quality control costs are \$47,091.26.

Total project construction costs equate to \$2,413,045.86, which is less than the \$2,677,475.00 overall budget approved by Council at the time of award.

Funding for the project was allocated by Wastewater Treatment Facility Capital Reserve funds.

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

RECOMMENDATION:

That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the five percent (5%) retention thirty-five (35) days after recordation, provided no stop notices have been filed.

ATTACHMENTS:

1. Locator Map

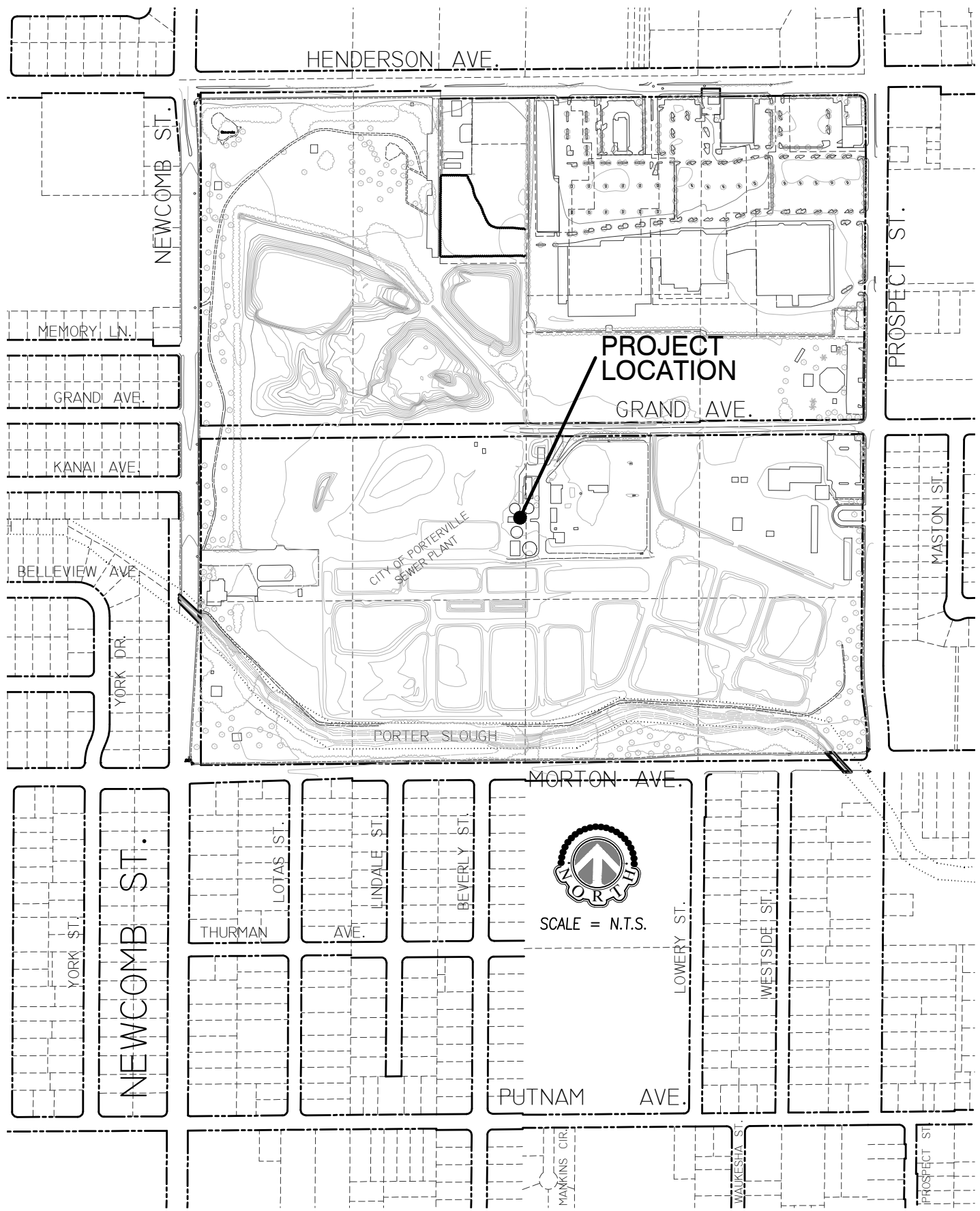
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

WWTF REPAIR OF
DIGESTER #2 AND #3
PROJECT

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



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Authorization to Approve - Laboratory Instrument Service Contract

SOURCE: Public Works

COMMENT: The City Laboratory Inductively Coupled Plasma Optical Emission Spectrometer instrument is under a service contract with the instrument manufacturer. The service contract includes one preventive maintenance service call, unlimited technical support, and an onsite technician for instrument repair, as needed. The City Laboratory needs to renew the following contract to continue instrument technical support:

Inductively Coupled Plasma Optical Emission Spectrometer, Thermo Electron North America LLC -

Year 1: 6/8/2022 - 6/7/2023 = \$11,095.00

Year 2: 6/8/2023 - 6/7/2024 = \$11,095.00

Year 3: 6/8/2024 - 6/7/2025 = \$11,095.00

The service contract fees are paid from the Laboratory's operating budget.

RECOMMENDATION: That the City Council:

1. Approve the service contract with Thermo Electron North America LLC for three years; and
2. Authorize payment for this service from the Laboratory operating budget.

ATTACHMENTS: 1. Thermo Electron North America LLC Service Agreement

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

CAROLINE THOMASON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: CTHOMASON@CI.PORTERVILLE.CA.US

SERVICE PLAN QUOTATION	
QUOTATION Number:	21612592 / -2
Coverage Start Date:	June 08, 2022
Coverage End Date:	June 07, 2025
Quotation Expires:	June 08, 2022

Dear CAROLINE THOMASON,

Thank you for being a valued Thermo Fisher Scientific customer. The current coverage for your instrumentation will expire in the coming months.

The following details a Service Plan that will help you gain the greatest value from your technology investment.

Some key benefits of purchasing a Service Plan for your instrument may include:

- ~ 50% faster onsite response time with 30-40% reduced downtime compared to billable customers
- ~ 35% remote resolution of issues with exclusive access to enhanced technical support with digital remote support tools
- ~ Priority access to more than 2,000 field service professionals with an average of 18 years' experience

I ask that you please review the following proposal. If you wish to purchase the Service Plan, please forward the following via email (preferred) or fax to my attention:

- ~ A signed copy of the proposal
- ~ A copy of the respective Purchase Order
 - Ensuring the PO reflects Thermo Electron North America LLC as the vendor/supplier
 - Referencing this proposal number on the PO

Please review the Equipment Location Summary at the end of the proposal to ensure accuracy. For any questions or revisions, please contact me.

On behalf of our team, thank you for choosing Thermo Fisher to be your preferred service provider.

Sincerely,

CHRISTIAN KOBAL, THERMO FISHER SCIENTIFIC
Tel #: 346-732-7660
Email: CHRISTIAN.KOBAL@THERMOFISHER.COM
Fax #: 877-867-8945

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
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PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: CTHOMASON@CI.PORTERVILLE.CA.US

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price
842310063181	iCAP 6300 Duo View ICP-OES Spectrometer	20101914	
	Coverage: UNITY ESSENTIAL PLAN - ELEMENTAL OE/ICP		33,285.00 USD

UNITY LAB SERVICES ESSENTIAL SERVICE PLAN ~ ICP/OES

Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual Preventive Maintenance visit (a standard PM kit is included)
- ~ Discount on additional Preventive Maintenance
- ~ Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance with a purchase of an add-on Operational Qualification (OQ)
- ~ Premium subscription to Unity Lab Services Online Knowledge Base
- ~ 10% discount on parts, accessories, and consumables during the effective period of the contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- ~ Computers that were purchased from Thermo Fisher Scientific and required for the operation of the analytical system
- ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

Coverage Exclusions:

- ~ Background checks, drug-testing, or on-site trainings required by customers may be subject to additional charges
- ~ Applications and method development support
- ~ Computers and/or software not provided and/or installed with the system by Thermo Fisher Scientific
- ~ Computer hardware, operating system, and layered application software upgrades
- ~ Computer replacement in order to accommodate an upgrade to a newer version of the operating system
- ~ Instrument control software version upgrades
- ~ External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer
- ~ Operator training
- ~ Complete system replacement
- ~ Buy-in parts and engineering specials
- ~ Consumable items and wearable parts such as (but not limited to) nebulizers, spray chambers, torches, sample cones, sample probes, power tubes, work coils, burner heads, lamps, sample tubing, o-rings, seals, pipettes, glassware, etc.
- ~ Accessories and optional modules, such as (but not limited to) autosamplers (other than OEM-supported models of CETAC/ESI basic liquid autosamplers interfaced to iCE series AA systems), chillers manufactured by companies other than Thermo Fisher Scientific, separate vapor accessories, solid sampling systems, auto diluters, auto concentrators, argon humidifiers, detectors, furnaces, etc. (unless covered by a separately purchased additional option plan, if available)

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

CAROLINE THOMASON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510
Fax:

SERVICE PLAN QUOTATION	
QUOTATION Number:	21612592 / -2
Coverage Start Date:	June 08, 2022
Coverage End Date:	June 07, 2025
Quotation Expires:	June 08, 2022

Material	Description	Serial Number	Price
942347004001	Cetac ASX-520 Autosampler		
	Coverage: Elemental ICP Options		

OPTIONS PLAN # ICP/OES

The entitlements and exclusions of the Options plan are the same as those of the support plan for the main instrument

Annual Invoicing at no additional cost.

Year 1: 6/08/2022-6/7/2023 =\$11,095.00
Year 2: 6/08/2023-6/7/2024 =\$11,095.00
Year 3: 6/08/2024-6/7/2025 =\$11,095.00

	Service Plan Sub-Total	33,285.00	USD
	Service Plan Total	33,285.00	USD

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please contact me.

Please be advised that our legal department's contract review policy does not allow for the review or acceptance of customer terms for Service Plan engagements below \$20,000. The rationale for this policy is to expedite the sales process and reduce the possibility of accepting onerous terms for low dollar value contracts. We are willing to entertain in good faith proposed edits to our standard terms if you are inclined to propose reasonable changes. As alternative to the exchange and review of edited commercial terms, we may agree to have neither party sign any terms and rely on the terms applied under the relevant version of the Uniform Commercial Code.

ACCEPTANCE OF SERVICE PLAN

CITY OF PORTERVILLE

Thermo Electron North America, LLC

Signature Date

Signature Date

PO Number

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") [Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.
 - (a) **Work Time :** shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.
 - (b) **Travel Time :** shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.
 - (c) **Standby Time :** shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.
 - (d) **Standard Rate :** the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.
 - (e) **Overtime Rate :** if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.
 - (f) **Double Time Rate :** the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.
3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.
5. **A. PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.
5. **B. CANCELLATION OR CHANGES BY BUYER** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price thereof. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.
- Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.
6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.
7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.
8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
- Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.
- In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for

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West Palm Beach, FL 33407-1976

all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("Term"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("Renewal"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts; (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity,

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vibration, dust, etc.) or site computer/data network problems or integrity.
1. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.
14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.
15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.
16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

BUYER SELLER
By: By:
Print Name:
Print Title:
Date:
Initial here to indicate Buyer's agreement to automatically apply the Terms and Conditions of Sale for Products and Service to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

Material	Serial no.	Your Ref.	Description
842310063181	20101914		iCAP 6300 Duo View ICP-OES Spectrome
Our record location:		Actual location, if different:	
CITY OF PORTERVILLE			
1265 WEST GRAND AVENUE			
PORTERVILLE CAUS			
93257			
Your Service Contact:			
Please indicate changes as necessary and fax to: 877-867-8945			



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Renewal of Airport Lease Agreement - Lot No. 46B

SOURCE: Finance

COMMENT: Mike Quatacker and Debbie Quatacker are the current leaseholders of Lot No. 46B at the Porterville Municipal Airport. The current lease expires on July 31, 2022. The City has received a request from Debbie Quatacker dated May 4, 2022, to renew the lease for a period of ten (10) years. The lot is approximately 3,080 square feet in area and will rent for a rate of \$0.358 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2023 and each January 1 thereafter. The lease will begin on August 1, 2022 and expire on July 31, 2032. The hangar will be utilized for the parking, storage and maintenance of aircraft.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and Mike Quatacker and Debbie Quatacker for Lot No. 46B at the Porterville Municipal Airport for a term of ten (10) years.

ATTACHMENTS:

1. Lease Agreement
2. Letter of Request dated May 4, 2022
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of August, 2022, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Mike Quatacker and Debbie Quatacker, hereinafter referred to as "Lessee."

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 46B at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on August 1, 2022, both parties having executed the same, and shall terminate on July 31, 2032, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser

appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.358 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 3,080 square feet of land area, said rental rate will be \$1,102.64 annually, or \$91.89 per month, payable in advance.

Beginning January 1, 2023, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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

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

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

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

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

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

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

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

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

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

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

20. Lease Subordinate to Agreements with the United States Government:

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Mike Quatacker
 Debbie Quatacker
 1279 W. Henderson Ave. #187
 Porterville, CA 93257

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

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

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

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties

hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

Any bona-fide lender shall have the right, if so permitted by the terms and conditions of the concerned instrument of hypothecation between lender and Lessee, to remove any or all of Lessee's improvements under said hypothecation from the demised premises, subject only to the restriction

that in the event of such removal, the demised premises herein above described be restored by Lessee to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this

Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

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

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

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

In the event of a termination by City of this Lease because of Lessee's failure to faithfully

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

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

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

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

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

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

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

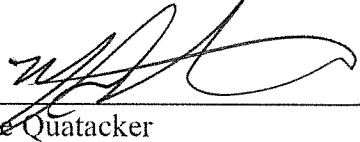
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

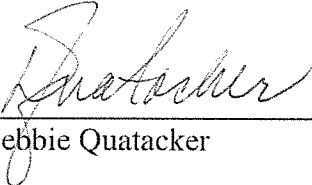
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By:  _____
Mike Quatacker

By:  _____
Debbie Quatacker

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Re: Lot 46B at the Porterville Municipal Airport

Debbie Quatacker <debbie@quatacker.com>

Wed 5/4/2022 9:57 AM

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

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Good morning Janie. Our lease agreement with the City of Porterville for Lot 46B at the Porterville Municipal Airport will expire on July 31, 2022. Mike and I are requesting a renewal of the lease under the same terms and conditions as the current lease. The hangar is currently being used by us for the storage and maintenance of aircraft, primarily RV with tail number N8MQ. I shall await your further instructions.

Best regards,

Debbie Quatacker

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

44A 44B 44C

40 41 42 43
36 37 38 39

45

45A 45B 45C 45D

35

A B C 34 D E F

33

32A B

D
C

31C

31A

31B

30B

30A1

30A2

30A3

47

48

49

49A

49B

ADMIN.
BLD.



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Renewal of Airport Lease Agreement and Consent to Sublet - Lot No. 9

SOURCE: Finance

COMMENT: Arrow Falcon Exporters, Inc. is the current leaseholder of Lot No. 9 at the Porterville Municipal Airport. The lease expires on September 30, 2022. The City has received a request from Betty Jo Symonds, Vice President of Arrow Falcon Exporters, Inc., dated April 13, 2022, to renew the lease for an additional two years. The lot is approximately 22,500 square feet in area and will rent for a rate of \$0.155 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2023 and each January 1 thereafter. The lease will begin on October 1, 2022 and expire on September 30, 2024.

Additionally, Arrow Falcon Exporters, Inc. is requesting the City's consent to sublet the hangar on Lot No. 9 to Burton School District, beginning on July 1, 2022 and expiring on June 30, 2024 for the temporary storage of its buses, supplies, maintenance and the use of the office space for their business operations. At this time, Burton School District will not use the hangar for charter services or to store an aircraft or any aviation use.

As an airport operator that has accepted federal grants, the City must comply with Federal Aviation Administration (FAA) policies including the requirement that airport property be available for aeronautical use. When an airport has unused hangars and low aviation demand, a sponsor can request FAA approval for interim non-aeronautical use of hangars, until demand exists for those hangars for an aeronautical purpose. Currently, there is low aviation demand for hangars at the Porterville Municipal Airport and staff is seeking FAA approval for an interim use of the hangar on Lot No. 9 for non-aeronautical purpose.

RECOMMENDATION: That the City Council:

1. Approve the renewal of the Lease Agreement between the City and Arrow Falcon Exporters, Inc. for Lot No. 9 at the Porterville Municipal Airport for a term of two years;
2. Authorize the Lessee, Arrow Falcon Exporters, Inc., to sublet airport hangar on Lot No. 9 at the Porterville Municipal Airport to Burton School District beginning on July 1, 2022 and expiring on June 30, 2024; and
3. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 9 on behalf of the City.

ATTACHMENTS:

1. Draft Lease Agreement
2. Draft City Consent to Sublet
3. Letter of Request - April 13, 2022
4. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of October, 2022, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Arrow Falcon Exporters, Inc., hereinafter referred to as “Lessee.”

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 9 at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on October 1 2022, both parties having executed the same, and shall terminate on September 30, 2024, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee

appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.155 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 22,500 square feet of land area, said rental rate will be \$3,487.50 annually, or \$290.63 per month, payable in advance.

Beginning January 1, 2023, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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

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

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

Said appeal to the City Council must be made in writing and be received by the City

Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

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

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

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

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

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any

and all utilities utilized by it to said demised premises. The term “utilities” as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

15. Indemnification: Lessee agrees to indemnify, defend (upon request by the City) and

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

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected

to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

20. Lease Subordinate to Agreements with the United States Government:

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Arrow Falcon Exporters, Inc.
 2081 South Wildcat Way
 Porterville, CA 93257

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

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

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

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part

thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

to a condition satisfactory to the City's Airport Manager, and that said removal be done in a manner and at a time satisfactory with said Airport Manager.

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee,"

as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

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

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

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

In the event of a termination by City of this Lease because of Lessee's failure to faithfully perform the terms and conditions of this Lease, the City may accept cash or other satisfactory security

for the amount of its costs, expense, loss and damage accruing from Lessee's failure to perform and thereupon the Lessee shall have the right to remove the said improvements.

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

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

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

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

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

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

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

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

CITY OF PORTERVILLE

LESSEE

By: _____
Martha A. Flores, Mayor

By: _____
Betty Jo Symonds, Vice President
Arrow Falcon Exporters, Inc.

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 9
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 9, hereby consents to the request dated April 13, 2022, made by the Lessee, Arrow Falcon Exporters, Inc., to sublet said airport hangar lot to Burton School District, commencing on July 1, 2022 and terminating on June 30, 2024, for the temporary storage of their buses, supplies, maintenance and the use of the office space for their business operations. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 6th day of June, 2022.

CITY OF PORTERVILLE
"LESSOR"

BY: _____
Martha A. Flores
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

Ship to: 2081 South Wildcat Way, Porterville, CA 93257
Mail to: P.O. Box 1509, Porterville, CA 93257
Tel: 559-781-8604/Fax 559-781-9271
Email: bjos@arrowfalcon.com

Arrow Falcon – International Sales and Service

April 13, 2022

City of Porterville
291 No. Main Street
Porterville, CA 93257

Re: Assignment of Subletting & Lease Extension Request
Municipal Airport Lot #9

Attn: Porterville City Council

Pursuant to Section 25 of the Porterville Municipal Airport Lease dated October 1, 1992, I am seeking authorization to sublet Municipal Airport Lot #9 to Burton School District (BSD) -Transportation Department. Per BSD, Lot#9 will be utilized for storage of buses and supplies, office space, maintenance, operation and transportation.

The sublet agreement between Arrow Falcon and BSD shall commence on July 1, 2022 through June 30, 2024, and shall be prepared upon Council approval.

Arrow Falcon's lease agreement (Lot#9) with the City of Porterville is valid through September 30, 2022. In accordance with provisions of the Porterville Municipal Airport Lease dated October 1, 1992, I wish to extend the terms of the lease for an additional 10 years.

2 years per conversation

Sincerely,

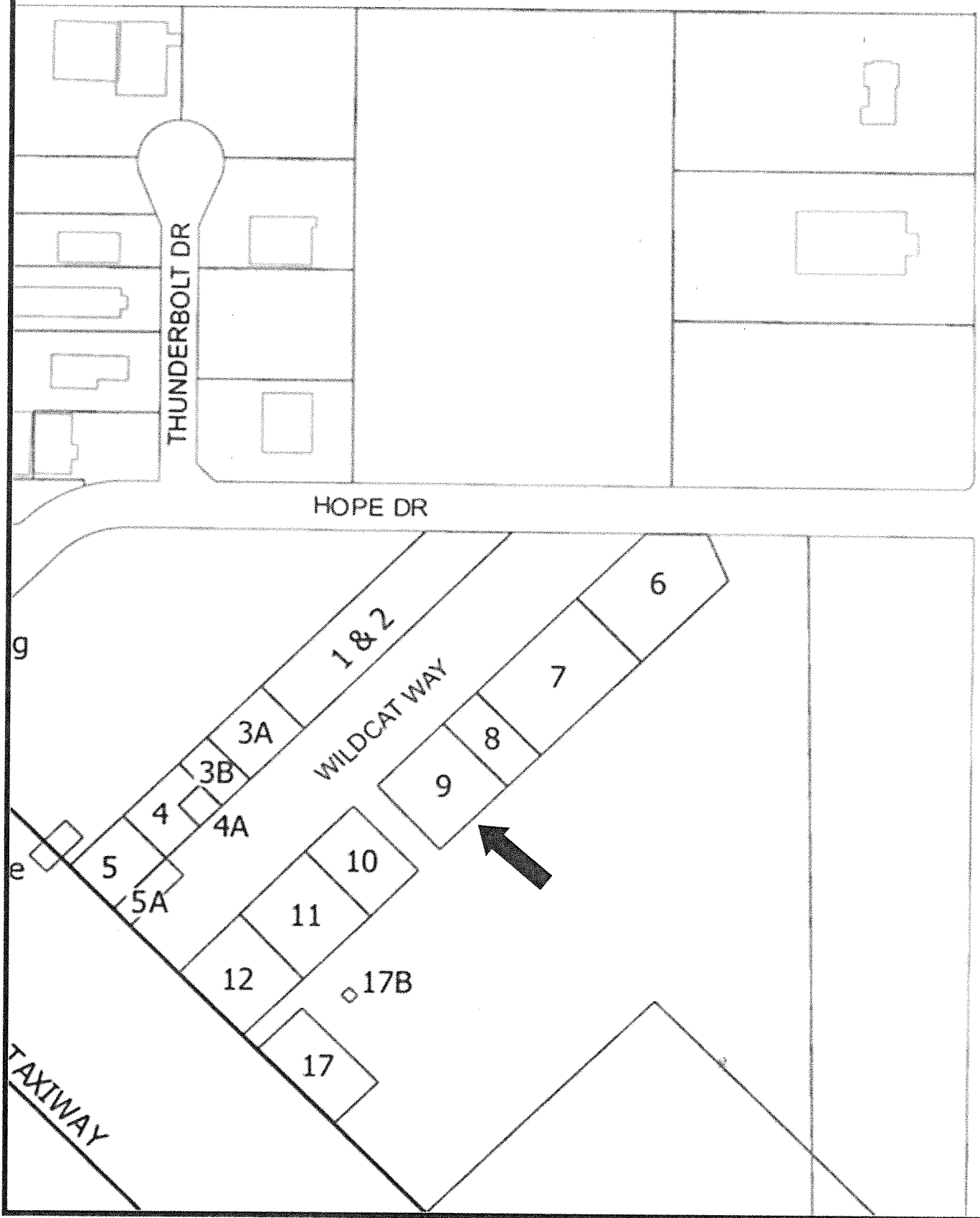
w/ Betty Jo on 6/1/22.

Betty Jo Symonds

Betty Jo Symonds
Vice President – Arrow Falcon

BJ/sld
File

Airport Lease Site





CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Consent to Sublet - Lot No. 10

SOURCE: Finance

COMMENT: Arrow Falcon Exporters, Inc. is the current leaseholder of Lot No. 10 at the Porterville Municipal Airport. The City has received a request from Betty Jo Symonds, Vice President of Arrow Falcon Exporters, Inc., dated April 13, 2022, requesting the City's consent to sublet its hangar on Lot No. 10 to Burton School District, beginning on July 1, 2022 and expiring on June 30, 2024 for the temporary storage of buses, supplies, maintenance and the use of office space for its business operations. At this time, Burton School District will not use the hangar for charter services or to store an aircraft or any aviation use.

As an airport operator that has accepted federal grants, the City must comply with Federal Aviation Administration (FAA) policies including the requirement that airport property be available for aeronautical use. When an airport has unused hangars and low aviation demand, a sponsor can request FAA approval for interim non-aeronautical use of hangars, until demand exists for those hangars for an aeronautical purpose. Currently, there is low aviation demand for hangars at the Porterville Municipal Airport and staff is seeking FAA approval for an interim use of the hangar on Lot No. 10 for non-aeronautical purpose.

RECOMMENDATION: That the City Council:

1. Authorize the Lessee, Arrow Falcon Exporters, Inc. to sublet airport hangar on Lot No. 10 at the Porterville Municipal Airport to Burton School District beginning on July 1, 2022 and expiring on June 30, 2024; and
2. Authorize the Mayor to sign the Lessor's Consent to Sublet Airport Hangar Lot No. 10 on behalf of the City.

ATTACHMENTS:

1. Letter of Request Lot No. 10
2. City Consent to Sublet Lot No. 10
3. Locator Map

Appropriated/Funded:

Review By:
Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Ship to: 2081 South Wildcat Way, Porterville, CA 93257
Mail to: P.O. Box 1509, Porterville, CA 93257
Tel: 559-781-8604/Fax 559-781-9271
Email: bjos@arrowfalcon.com

Arrow Falcon – International Sales and Service

April 13, 2022

City of Porterville
291 No. Main Street
Porterville, CA 93257

Re: Assignment of Subletting
Municipal Airport Lot #10

Attn: Porterville City Council

Pursuant to Section 25 of the Porterville Municipal Airport Lease dated November 1, 1990, I am seeking authorization to sublet Municipal Airport Lot #10 to Burton School District (BSD) -Transportation Department. Per BSD, Lot#10 will be utilized for storage of buses and supplies, office space, maintenance, operation and transportation.

The sublet agreement between Arrow Falcon and BSD shall commence on July 1, 2022 through June 30, 2024, and shall be prepared upon Council approval.

Arrow Falcon's lease agreement (Lot#10) with the City of Porterville is valid through October 31, 2030.

Sincerely,

Betty Jo Symonds

Betty Jo Symonds
Vice President – Arrow Falcon

BJ/sld
File

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 10
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 10, hereby consents to the request dated April 13, 2022, made by the Lessee, Arrow Falcon Exporters, Inc., to sublet said airport hangar lot to Burton School District, commencing on July 1, 2022 and terminating on June 30, 2024, for the temporary storage of their buses, supplies, maintenance and the use of the office space for their business operations. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 6th day of June, 2022.

CITY OF PORTERVILLE
"LESSOR"

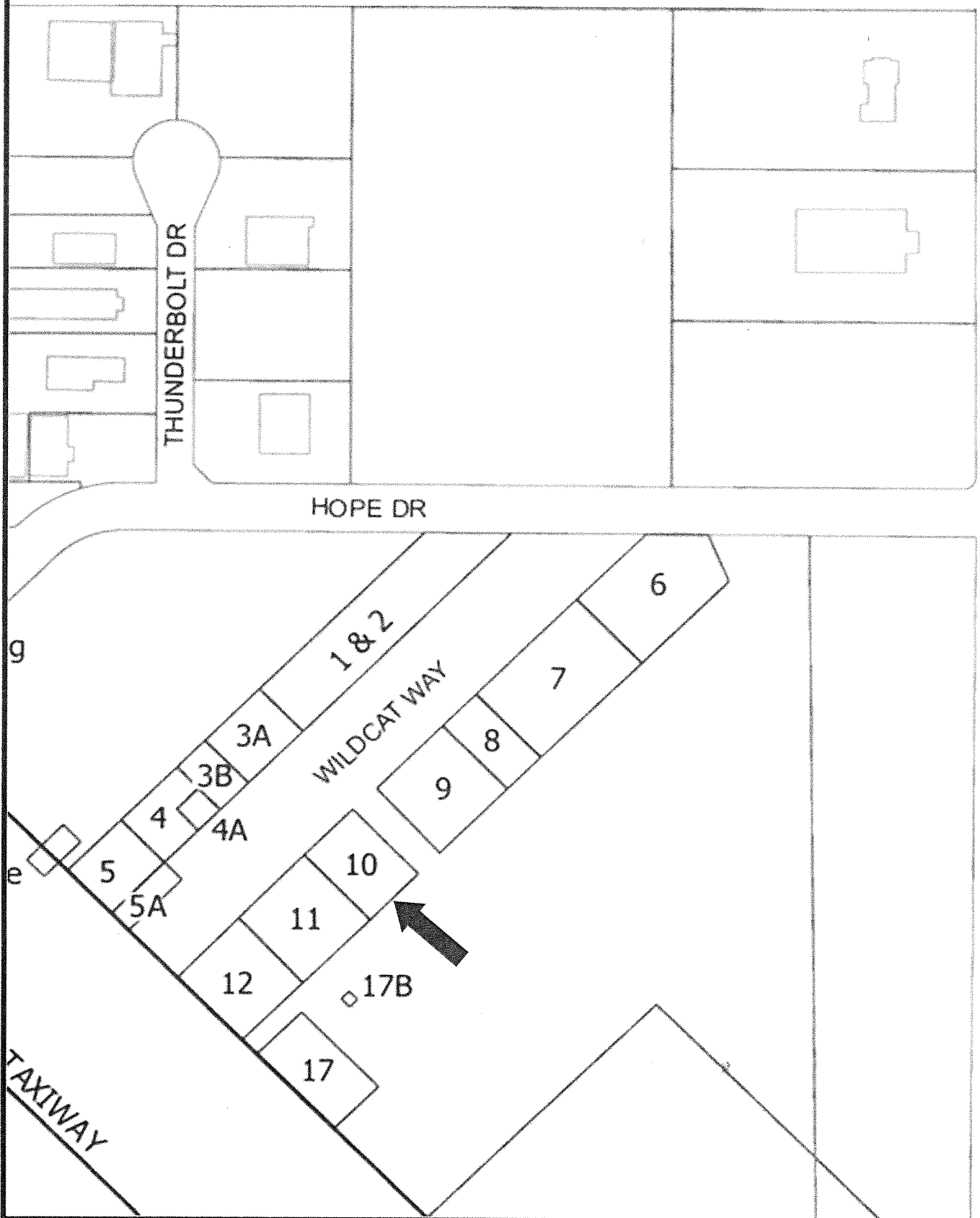
BY: _____
Martha A. Flores
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

Airport Lease Site





CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: 2020 Permanent Local Housing Allocation (PLHA) RFP Funding Recommendations

SOURCE: Community Development

COMMENT: The California Department of Housing and Community Development (HCD) established the Permanent Local Housing Allocation (PLHA) program, which is funded from moneys deposited in the Building Homes and Jobs Trust Fund in accordance with SB-2 in 2019. In response to the Notice of Funding Availability (NOFA) released by HCD, the City Council approved a 5-Year PLHA Plan on July 21, 2020. The plan included funding for eligible homeless projects and programs, financial support of the navigation center, permanent supportive housing programs, rapid re-housing programs, and flexible funds to reduce financial hurdles in being housed, such as payments for deposits and initial utility expenses. Subsequently, the City of Porterville was awarded \$342,754 for the first year.

HCD issued the NOFA for the second Year PLHA funding and in response, the City Council approved the second year application to be submitted to HCD as per the uses approved in the 5-Year PLHA Plan. On December 10, 2022, the City received the executed agreement for year 2 and was awarded \$532,745.

On January 18, 2022, the City Council authorized staff to issue a Request for Proposal (RFP) for year 2, which was subsequently issued on January 21, 2022. On April 19, 2022, the City Council authorized staff to reopen the RFP to seek additional proposals, since the response to the RFP was undersubscribed by \$114,006.15. Additional applications were received as a result of the RFP being reopened and this resulted in a fully subscribed RFP as follows:

CATEGORY	2020 RFP ALLOCATIONS	ROUND 1 & 2 REQUESTS
Navigation Center	\$133,186.25	\$133,186.25
Emergency & Bridge Housing- PWC	\$319,647.00	\$182,545.40
Emergency Housing - CCFCC		\$175,099.80
PSH- Casa de Robles	\$ 53,274.50	\$ 53,274.50
Total	\$506,107.75	\$544,105.95

Staff is presenting a recommendation for funding for the applications received by Turning Point of Central California, Inc. (TPOCC) and Central California Family Crisis Center, (CCFCC), for the Council's consideration for funding. Funding recommendations for TPOCC will provide operational support for the Porterville Welcome Center for its Navigation Center, Bridge Housing and Emergency Housing Operations and for operation support for Permanent Supportive Housing (PSH) for the Casa de Robles II project. Funding recommendations for CCFCC will provide operational support for Emergency Housing.

The RFP review committee rated and ranked the proposals received in both rounds and is recommending to fund all the applicants as follows:

CATEGORY	FUNDING RECOMMENDATIONS
Navigation Center	\$133,186.25
Emergency & Bridge Housing-PWC	\$144,547.20
Emergency Housing - CCFCC	\$175,099.80
PSH- Casa de Robles	\$ 53,274.50
Total	\$506,107.75

RECOMMENDATION: That the City Council:

1. Award Turning Point of Central California in the amount of \$133,186.25 (25% of 2020 PLHA allocation) for the Navigation Center and \$144,547.20 (27% of PLHA 2020 allocation) for Emergency Housing and \$53,274.50 (10% of PLHA 2020 allocation) for PSH operation support.
2. Award Central California Family Crisis Center in the amount of \$175,099.80 (33% of 2020 PLHA allocation).
3. Authorize the Mayor or her designee to execute all documents pertaining to the PLHA program; and be authorized to make any augmentation, modification, addition or revision as may be necessary to conform to requirements imposed by the California Department of Housing and Community Development (HCD);
4. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development

ATTACHMENTS:

1. 2020 RFP Award Recommendations
2. PLHA RFP RFP No 2122-SR1923-A- Reopen

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: Patrice Hildreth, Deputy City Manager

2020 PLHA RFP Funding Recommendation

Total Allocation: \$ 532,745.00
Allowable Admin (5%): \$ 26,637.25
Total available to fund projects: \$ 506,107.75

Funding Recommendation

Category of Funding	Plan Allocation		CCFCC*		TPOCC		Total	
	Dollar	%	Dollar	%	Dollar	%	Dollar	%
Administration	\$ 26,637.25	5%	\$ -	0%	\$ -	0%	\$ -	0%
Navigation Center	\$ 133,186.25	25%	\$ -	0%	\$ 133,186.25	25%	\$ 133,186.25	25%
Emergency Housing & Bridge Housing	\$ 319,647.00	60%	\$ 175,099.80	33%	\$ 144,574.20	27%	\$ 319,674.00	60%
Permanent	\$ 53,274.50	10%	\$ -	0%	\$ 53,274.50	10%	\$ 53,274.50	10%
TOTAL YEAR 2 PLHA GRANT	\$ 532,745.00	100%	\$ 175,099.80	33%	\$ 331,034.95	62%	\$ 506,134.75	95%

CITY OF PORTERVILLE, STATE OF CALIFORNIA
REQUEST FOR PROPOSAL
PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
SECOND YEAR FUNDING OF 2019-2023 FIVE YEAR PLAN
RFP No. 21/22-SR1923 - A

The City of Porterville, Community Development is pleased to announce the reopening of the Permanent Local Housing Allocation (PLHA) Year 2 Request for Proposals (RFP). The City of Porterville is seeking qualified nonprofit organizations and affordable housing developers to propose use of PLHA funds for projects that benefit individuals or families that are experiencing homelessness as described in eligible activities in this RFP

The PLHA RFP was originally released on January 21, 2021 and is being reopened as the original one was undersubscribed by \$114,006.15. The categories that are undersubscribed are:

Navigation Center	\$19,735.25
Permanent Supportive Housing	\$18,274.50
Emergency Housing	\$75,996.40

New applicants are being accepted. Current respondents can submit an addendum to their application to request additional funds or submit a new application.

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, **www.publicpurchase.com**. 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 May 4, 2022**. All proposals must be submitted in PDF format electronically and must be received by **4:00 p.m., Friday, May 6, 2022** to the City of Porterville, via the Public Purchase website, www.publicpurchase.com, or via email to housing@ci.porterville.ca.us and titled "RFP No. 21/22-SR1923 - A Permanent Local Housing Allocation (PLHA) Second Year Funding of 2019-2023 Five Year Plan".

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprise (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 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.

/s/Maria Bemis, Finance Director

Publication Dates: April 23, 2022



CITY OF PORTERVILLE

REQUEST FOR PROPOSALS FOR PERMANENT LOCAL HOUSING
ALLOCATION (PLHA) SECOND YEAR FUNDING (REOPENED) OF 2019-2023
FIVE YEAR PLAN

RFP No. 21/22-SR1923 - A

The City of Porterville is seeking qualified nonprofit organizations and affordable housing developers to propose use of PLHA funds for projects that benefit individuals or families that are experiencing homelessness as described in eligible activities in this RFP.

Submittal:

One PDF file must be received by:
4:00 p.m., Friday, May 6, 2022
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title:

RFP No. 21/22-SR1923 - A Permanent Local Housing Allocation (PLHA)
Second Year Funding of 2019-2023 Five Year Plan

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**. 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, May 4, 2022.**

**REQUEST FOR PROPOSALS (RFP)
FOR FIVE YEAR PLHA PLAN**

I. PROPOSED PROJECT

PROJECT TITLE: PLHA Five Year Plan (2019-2023) - Year 2 Funding

GRANTOR: California Department of Housing and Community Development (HCD)

PROPOSAL DUE DATE: May 6, 2022

AMOUNT AVAILABLE: Second year up to \$532,745 for single or multiple projects, with the possibility of additional funds to be available estimated at \$2,056,524 for the five year plan.

Category Breakdown	2020	Undersubscribed in Round 1
Administration	\$ 26,637.25	\$ 0
Navigation Center	\$ 133,186.25	\$19,735.25
Emergency Housing & Bridge Housing	\$ 319,647.00	\$75,996.40
Permanent – <i>Permanent Supportive Housing Operations</i>	\$ 53,274.50	\$18,274.50
	\$ 532,745.00	\$114,006.15

ADMINISTRATIVE ALLOWANCE: None. Activity Delivery time is allowed.

TIME PERIOD FOR CONTRACT: One-year grant term for operating or supportive service projects. Funding in 5yr Plan will be announced when received.

IMPORTANT DOCUMENTS:

- Notice of Funding Announcement: Applicants must ensure that program design meets the 2019 HCD NOFA located at: <https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>
- Permanent Local Housing Allocation Final Guidelines: <https://www.hcd.ca.gov/grants-funding/active-funding/docs/PLHA-Final-Guidelines-11-19.pdf>
- City of Porterville Permanent Local Housing Allocation Five-Year Plan (2019-2023): [https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_\(cdbg\)/index.php](https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php)

OBJECTIVE: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). The NOFA was funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for the NOFA was provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local

governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

The City of Porterville, as an Entitlement Local government, applied and received 2020 formula allocation of PLHA funds in the amount of \$532,745. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities.

The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*

The eligible activities in the City's five-year plan include:

1. Provide operating costs for navigation centers
2. Provide operating costs for emergency shelters and/or bridge housing programs.
3. Support Permanent Housing Programs:
 - a. Provide operating costs for permanent supportive housing programs.

II. ELIGIBLE APPLICANTS

Affordable Housing Developers and Nonprofit organizations are eligible to apply that can demonstrate institutional, managerial and financial capability to plan, manage and complete the program as described.

III. LOCAL CRITERIA

The recipient or sub-recipient must participate with local priority systems that are in place to include the following; HMIS for data collection, Coordinated Entry System (CES), and project must be financially feasible. Additionally, the activities funded must take place in the city limits of Porterville.

IV. ELIGIBLE ACTIVITIES

The applicant may apply for funding for one or more of the eligible activities.

OPERATING COSTS FOR NAVIGATION CENTERS

PLHA funds can be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

OPERATING COSTS FOR EMERGENCY SHELTERS AND/OR BRIDGE HOUSING PROGRAMS.

PLHA funds can be used for operating costs needed to run an emergency shelter and/or operating costs for a bridge housing beds, leading to permanent housing. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available.

PERMANENT HOUSING PROGRAMS: OPERATING COSTS FOR PERMANENT SUPPORTIVE HOUSING PROGRAMS (PSH)

Permanent housing is community-based housing, the purpose of which is to provide housing without a designated length of stay. PLHA funds may be used for operating costs. PSH can only provide assistance to individuals with disabilities and families in which one adult or child has a disability. Supportive services designed to meet the needs of the program participants must be made available to the program participants. Placement or retention in housing must not be conditional upon participation in such services.

PSH Targets Chronically Homeless Individuals

To be eligible, proposed PSH projects must target chronically homeless individuals, as defined by HUD.

PSH is Low-barrier and Follows HUD Housing First Approach

To be eligible, proposed PSH projects must be low-barrier and follow the HUD Housing First Approach.

V. GENERAL ELIGIBILITY CRITERIA

Applicants must meet the minimum general eligibility criteria described below:

- Activities must take place in the City limits of Porterville
- Organizations must not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender identity, or Veteran's discharge status.
- Applicants must agree to use the CoC's CES as the sole referral source for each program component. The CES is the central access and referral point for all homeless individuals seeking housing in City of Porterville. This system will identify the most appropriate housing options while also prioritizing the most vulnerable individuals for placement into permanent housing. The system will then maintain a steady flow of referrals to all available housing options. To ensure these individuals have appropriate access to the program components, a project may need to modify its entrance criteria or use reasonable accommodation to admit tenants who would otherwise not be able to apply. By agreeing to use the coordinated entry system as the sole referral source, applicants agree to make reasonable accommodation to accept the referrals.
- Applicants must agree to operate projects under the "Housing First" model, meaning prospective tenants are not required to agree to participate in services prior to entering the housing nor can service participation be a requirement of tenancy. Tenants can be required to adhere to a standard market lease, and their tenancy should be supported by eviction prevention strategies, including the engagement of services as appropriate.
- Multiple organizations may apply as a collaborative or joint venture; however, a lead entity must be designated.
- Organizations must be able to demonstrate capacity to start operations within 90 days of contract award.
- Organizations must have adequate financial capacity to perform proposed operations on a reimbursement basis
- Organizations must submit reports and invoices in a timely manner.

VI. APPLICATION SUBMISSION REQUIREMENTS

APPLICATION PROCESS

Applications from this Request for Proposals (RFP) from Qualified Agencies will be accepted beginning Saturday, April 23, 2022. Agencies funded as a result of this RFP are expected to execute contracts with the City of Porterville by June 1, 2022 and begin program operations no later than 60 days from contract execution.

Respondents shall submit a complete RFP application, (including all attachments), to:

All proposals must be submitted in PDF format electronically to the City of Porterville, via the Public Purchase website, www.publicpurchase.com, or via email to housing@ci.porterville.ca.us and titled "RFP

No. 21/22-SR1923 - A Permanent Local Housing Allocation (PLHA) Second Year Funding of 2019-2023 Five Year Plan”.

The City will review and evaluate each qualification and proposal submission. 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 May 17, 2022 or May 18, 2022. 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 and fee structure	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.

APPLICATION FORMAT

The submitted proposals should contain the following components:

- Applicant Information Form (Attachment A)
- Project Narrative
 - Program Description and Design
 - Management of Program
 - Fiscal Management
 - Diversity and Multicultural Competency
- Estimated Spending Plan and Revenue Summary Form (Attachment B)

APPLICANT INFORMATION FORM

See form in Attachment A.

PROJECT NARRATIVE

1. Program Description and Design (Limit your response to 3pages)
 - a. Program Description
 - i. Provide a short, one or two sentence explanation of the purpose of this program and what the funds will be used on.
 - ii. Explain why the program is needed.
 - b. Provide a detailed description of your entire proposal as below:
 - i. Describe the scope of the project, including the number of households that will be served annually, the program services and financial assistance that will be offered to address housing and supportive service needs. Detail the program activities under this service model and how each one will help to achieve one or more of the eligible activities listed in the City of Porterville’s PLHA Five-Year Plan.

- ii. Describe annual outcomes the project expects to accomplish throughout the grant period.
 - iii. Describe how program services and/or other resources within your agency will be used to quickly reduce housing barriers and quickly engage participants in successfully maintaining housing stability.
 - iv. Describe how your project will achieve geographic dispersion and client choice in offering housing placements throughout the City of Porterville.
 - v. Describe the project timeline for program start-up, hiring staff, and achieving fully operational status.
 - vi. If the applicant is partnering with another organization to provide housing and/or services to project participants, list the names of the partners and provide information on the specific roles and responsibilities of each.
 - vii. Describe how you intend to measure program effectiveness in terms of outcomes to be achieved.
- c. Participants
Describe your agency's experience in the past two years providing services to persons who are experiencing homelessness or at risk of homelessness.
 - i. Describe how you determined the number of clients to be served with the funding requested in this application.
 - ii. Describe the population(s) you intend to serve. Explain how the target population is identified, qualified and monitored. How will the project link populations to units of non-time limited housing?
- d. Personnel
 - i. Describe the overall staffing plan to accomplish activities in the proposed program, including project leadership, reporting responsibilities, and daily program operations.
- e. Collaboration/Coordination
Describe any formal or informal coordination, partnerships, or collaborations with other organizations proposed in this application.
 - i. Will the proposed program use subrecipients and/or subcontractors? If yes, please list each partner agency, describe their role as either a subrecipient or contractor, describe what services and the frequency of services that will be offered by the partner agency, and provide a brief description of the partner agency's experience providing homelessness services.
 - ii. Describe the organization's ability to collect data electronically and your agency's plan to participate in HMIS and/or Coordinated Entry.
- 2. Fiscal Management (Limit your response to one page)
 - a. Please outline the organization's initial program budget, including the availability of other revenue sources. Complete the Estimated Spending Plan and Revenue Summary Form (Attachment B). If the sections do not apply to your program type or you are not requesting funds please enter \$0 or N/A. Do not leave sections blank.
 - b. As part of the organization's initial program budget, please identify all personnel who will provide direct or indirect support of the organization's proposed services. Include each position title, the number of staff positions within each position title, and the number of Full Time Equivalents (FTEs) within each position title category. Identify additional fund source(s) that pays for each staff member's salary. These positions should be the same as those listed in the Personnel section of the proposal.
 - c. Describe how the organization will assure the proper use and safeguarding of public funds and experience using government funds. Does your organization have policies and

- procedures regarding the financial operations of the organization? Have recent reviews or audits of the organization by a certified public accountant or other financial professional identified any weaknesses in the organization's financial internal controls? If so, please provide the written report identifying the weaknesses and describe how the organization has responded to correct weaknesses.
- d. Describe the organizations overall financial condition and the applicant's ability to fund potential cost overruns or other costs not anticipated in the project budget.
 - e. Provide copies of the last single audit and 990 filed
3. Diversity and Multicultural Competency (Limit your response to one page)
- Cultural Competency is defined as:
- Having a defined set of values and principles, and demonstrating behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations; and
 - Having the capacity to 1.) value diversity, 2.) conduct self-assessment, 3.) manage the dynamics of difference, 4.) acquire institutional knowledge, and 5.) adapt to diversity and the cultural contexts of the communities being served; and
 - Incorporating the above in all aspects of policy making, administration, practice, service delivery and involving consumers and key stakeholders.
- a. Explain your agency's philosophy and the specific efforts that are in place to assure that this project will be culturally competent and linguistically accessible for the population that will be served. Be sure to include the following information in your response:
 - i. Based on your understanding of the target population and subpopulation(s), describe how your project will be culturally relevant, sensitive, and linguistically accessible for the individuals or households that will be served, including efforts related to staffing, outreach and service design (i.e., how the project will help reduce barriers to housing and services for individuals of color and those households for whom English is not the primary language);
 - ii. Describe how the ethno-cultural backgrounds of your project staff and agency board reflect that of the identified population to be served and/or how your agency is working to broaden staff and board diversity and knowledge around cultural competency; and
 - iii. Describe any means or efforts that are in place to assess the cultural competency of your organization and make changes accordingly.

ESTIMATED SPENDING PLAN AND REVENUE SUMMARY FORM

See Attachment B.

VII. RESPONSIVENESS

All proposals will be reviewed to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The City of Porterville also reserves the right at its sole discretion to waive minor administrative irregularities.

ATTACHMENTS

A – Applicant Information Form

1. Project title:
2. Project location:
3. Number of households served on a given day: ____ Number of households served annually:
4. Number of individuals served on a given day: ____ Number of Individuals served annually:
5.a. This project is specifically designed to serve the following population: (Please be very specific and check only those that apply) ☐ Homeless single adults ☐ Homeless families with children ☐ Homeless young adults (ages 18 - 25)
5.b. This project is specifically designed to serve the following subpopulation: (Please check all that apply) ☐ Homeless households living on the streets ☐ Homeless households living in shelters ☐ Homeless households living in transitional housing ☐ Persons who are chronically homeless ☐ Persons with serious mental illness ☐ Persons with significant drug/alcohol addictions ☐ Persons with chronic medical condition(s) ☐ Persons exiting the foster care system ☐ Persons exiting criminal justice facilities ☐ Persons exiting mental health or psychiatric inpatient facilities ☐ Persons exiting residential chemical dependency treatment facilities
6. DUNS Number:
7. Federal Tax ID Number:
8. Contact Information for Project Applicant: Lead Applicant Agency: _____ Agency Mailing Address: _____
Total Annual Agency Operating Budget (for all activities of the applicant agency from all sources): _____

	Executive Director	Program Manager	HMIS Data Manager	Finance/Bookkeeper
Name				
Title				
Address (if different mailing then above)				
Phone				
FAX				
Email				

9. Applicant Type

— Nonprofit organization

— Affordable Housing Developer

10. Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the applicant, as applicable.

11. Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

B- Estimated Spending Plan and Revenue Summary Form

EXPENSES				REVENUES				
Payroll and Personnel Expenses				HUD Grants	Program Income	Other Revenue	Total Revenue	Difference (Rev. - Exp)
Salary and Wages	FTE's	Salary	Total Expenses					
Supervision								
Case Managers								
Navigators								
Support Staff								
Fringe Benefits (provide detail)								
FICA								
Workmans Comp								
Insurance								
Retirement								
Other								
Costs related to the provision of services								
Space costs								
Utilities								
Telephone/Communications								
Postage/delivery								
Office Expenses								
Local Travel								
Equipment and Furniture								
Supplies and materials								
Sub-total Personnel Costs								
Other Than Personnel Costs								

Rental Assistance Expenses			
Unit Type	FMR	# of units	Annual cost
0-BR			
1-BR			
2-BR			
3-BR			
4-BR			
5-BR			
Rental Assistance Total			

Other Financial Assistance			
Assistance Type	FTE's	Salary	Total Expenses
Rental application fees			
Utilities and Utility Deposits			
Moving Costs			
Security Deposits			
Other:			
Other:			
Other:			
Other:			
Sub-total Other Financial Assistance			
Sub-total expenses			

NOTE: Administrative Costs are not allowed, please make sure those costs are not included in your request.

TOTAL FUNDING REQUESTED



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Department of Finance Population Update

SOURCE: Community Development

COMMENT: The Community Development Department has received a summary report of Porterville's estimated population and housing data prepared by the State Department of Finance (DOF). The DOF prepares these estimates based upon information supplied by the City during the previous year, such as new housing units, demolitions, conversions, annexations and other factors, and comparing figures from the 2021 benchmark or a prior year's estimate. Annually, the Community Development Department reviews these estimates and forwards them to the City Council for review and adoption. After Council adoption, the City submits a request for certification to the State Controller.

After certification by the State, the January 1, 2022, population estimate of 62,345 for the city of Porterville becomes the basis used to distribute certain State subvention revenues to the City. The January 1, 2021, population estimate for the city of Porterville was 59,491, which represents an increase of 4.79% or 2,854 persons. The population estimate for 2021 provided in the DOF data recently released on May 2, 2022, was 62,515, which represents a decrease of .3% or 170 persons for subvention revenue purposes. The difference in the two estimates for 2021 is a result of a mid-year adjustment made by the Department of Finance.

RECOMMENDATION: That the City Council authorize the Mayor to sign a request for State certification for the City of Porterville, January 1, 2021, at a population of 62,345.

ATTACHMENTS:

1. Draft Letter
2. 2022 DOF Population Report
3. 2021 DOF Population Report

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

June 8, 2022

Department of Finance
Demographic Research Unit
915 "L" Street, 8th Floor
Sacramento, CA 95814

To Whom It May Concern:

On May 2, 2022, the City of Porterville received Porterville's estimated population and housing data for 2021 from the State Department of Finance.

On June 7, 2022, the Porterville City Council adopted Porterville's new estimated population of 62,345 and authorized transmittal of this correspondence requesting the State Controller to certify Porterville's January 1, 2022, population as 62,345 by Minute Order No. _____.

Sincerely,

Martha A. Flores
Mayor
City of Porterville

[About the Data](#)
E-1: City/County Population Estimates with Annual Percent Change
January 1, 2021 and 2022

State/County/City	Total Population		Percent
	1/1/2021	1/1/2022	Change
California	39,303,157	39,185,605	-0.3
Alameda	1,662,370	1,651,979	-0.6
Alameda	78,262	77,784	-0.6
Albany	20,542	21,648	5.4
Berkeley	121,269	124,563	2.7
Dublin	73,209	72,932	-0.4
Emeryville	12,617	12,497	-1.0
Fremont	228,872	229,476	0.3
Hayward	161,744	160,591	-0.7
Livermore	87,388	86,149	-1.4
Newark	47,157	47,229	0.2
Oakland	430,100	424,464	-1.3
Piedmont	11,138	10,977	-1.4
Pleasanton	78,924	77,609	-1.7
San Leandro	89,926	88,404	-1.7
Union City	69,301	68,150	-1.7
Balance of County	151,921	149,506	-1.6
Alpine	1,195	1,200	0.4
Amador	40,287	40,297	0.0
Amador	193	191	-1.0
Ione	8,722	8,888	1.9
Jackson	5,028	5,028	0.0
Plymouth	1,056	1,045	-1.0
Sutter Creek	2,640	2,620	-0.8
Balance of County	22,648	22,525	-0.5
Butte	206,640	201,608	-2.4
Biggs	1,974	1,939	-1.8
Chico	102,359	102,892	0.5
Gridley	7,413	7,205	-2.8
Oroville	20,119	18,863	-6.2
Paradise	6,137	7,705	25.5
Balance of County	68,638	63,004	-8.2
Calaveras	45,250	45,049	-0.4
Angels City	3,641	3,623	-0.5
Balance of County	41,609	41,426	-0.4
Colusa	21,773	21,807	0.2
Colusa	6,356	6,383	0.4
Williams	5,530	5,563	0.6
Balance of County	9,887	9,861	-0.3
Contra Costa	1,161,324	1,156,555	-0.4
Antioch	115,142	115,074	-0.1
Brentwood	64,224	64,342	0.2
Clayton	10,964	10,863	-0.9

Concord	124,755	123,634	-0.9
Danville	43,373	43,352	0.0
El Cerrito	25,671	25,650	-0.1
Hercules	26,357	26,091	-1.0
Lafayette	25,217	25,064	-0.6
Martinez	37,195	36,908	-0.8
Moraga	17,206	17,105	-0.6
Oakley	43,627	44,533	2.1
Orinda	19,496	19,478	-0.1
Pinole	18,819	18,628	-1.0
Pittsburg	75,788	75,156	-0.8
Pleasant Hill	34,335	34,026	-0.9
Richmond	114,643	114,489	-0.1
San Pablo	31,793	31,510	-0.9
San Ramon	84,226	83,820	-0.5
Walnut Creek	70,566	69,891	-1.0
Balance of County	177,927	176,941	-0.6
Del Norte	27,593	27,218	-1.4
Crescent City	6,320	6,060	-4.1
Balance of County	21,273	21,158	-0.5
El Dorado	191,054	190,465	-0.3
Placerville	10,636	10,646	0.1
South Lake Tahoe	21,508	21,199	-1.4
Balance of County	158,910	158,620	-0.2
Fresno	1,009,231	1,011,273	0.2
Clovis	121,667	123,665	1.6
Coalinga	17,520	17,277	-1.4
Firebaugh	8,164	8,439	3.4
Fowler	6,863	6,962	1.4
Fresno	542,720	543,660	0.2
Huron	6,176	6,170	-0.1
Kerman	16,074	16,639	3.5
Kingsburg	12,533	12,506	-0.2
Mendota	12,499	12,440	-0.5
Orange Cove	9,553	9,497	-0.6
Parlier	14,553	14,497	-0.4
Reedley	24,929	24,982	0.2
Sanger	26,558	26,304	-1.0
San Joaquin	3,674	3,639	-1.0
Selma	24,702	24,522	-0.7
Balance of County	161,046	160,074	-0.6
Glenn	28,788	28,750	-0.1
Orland	8,319	8,267	-0.6
Willows	6,345	6,427	1.3
Balance of County	14,124	14,056	-0.5
Humboldt	135,553	135,168	-0.3
Arcata	17,633	18,059	2.4
Blue Lake	1,165	1,151	-1.2

Eureka	27,134	26,768	-1.3
Ferndale	1,376	1,367	-0.7
Fortuna	12,523	12,432	-0.7
Rio Dell	3,380	3,342	-1.1
Trinidad	300	296	-1.3
Balance of County	72,042	71,753	-0.4
Imperial	179,488	179,329	-0.1
Brawley	26,648	26,952	1.1
Calexico	38,906	38,711	-0.5
Calipatria	6,465	6,367	-1.5
El Centro	44,871	44,508	-0.8
Holtville	5,504	5,565	1.1
Imperial	20,755	21,513	3.7
Westmorland	2,017	2,004	-0.6
Balance of County	34,322	33,709	-1.8
Inyo	18,982	18,978	0.0
Bishop	3,868	3,869	0.0
Balance of County	15,114	15,109	0.0
Kern	907,324	909,813	0.3
Arvin	19,833	19,639	-1.0
Bakersfield	406,129	408,865	0.7
California City	14,942	14,952	0.1
Delano	50,045	51,258	2.4
Maricopa	1,028	1,018	-1.0
McFarland	14,034	13,902	-0.9
Ridgecrest	28,059	28,061	0.0
Shafter	19,950	20,486	2.7
Taft	7,355	7,011	-4.7
Tehachapi	12,260	12,375	0.9
Wasco	25,235	26,689	5.8
Balance of County	308,454	305,557	-0.9
Kings	151,059	152,023	0.6
Avenal	12,750	13,186	3.4
Corcoran	20,807	22,047	6.0
Hanford	58,544	58,299	-0.4
Lemoore	27,225	27,058	-0.6
Balance of County	31,733	31,433	-0.9
Lake	67,651	67,407	-0.4
Clearlake	16,671	16,509	-1.0
Lakeport	4,898	4,999	2.1
Balance of County	46,082	45,899	-0.4
Lassen	31,132	30,274	-2.8
Susanville	14,514	13,212	-9.0
Balance of County	16,618	17,062	2.7
Los Angeles	9,931,338	9,861,224	-0.7
Agoura Hills	19,975	19,771	-1.0
Alhambra	82,182	81,834	-0.4
Arcadia	56,240	55,934	-0.5

Artesia	16,347	16,226	-0.7
Avalon	3,428	3,394	-1.0
Azusa	50,191	49,704	-1.0
Baldwin Park	71,455	70,855	-0.8
Bell	33,962	33,624	-1.0
Bellflower	78,107	77,359	-1.0
Bell Gardens	39,265	38,861	-1.0
Beverly Hills	32,565	32,265	-0.9
Bradbury	914	904	-1.1
Burbank	106,268	105,451	-0.8
Calabasas	23,151	22,926	-1.0
Carson	92,912	92,362	-0.6
Cerritos	49,163	48,634	-1.1
Claremont	37,364	37,072	-0.8
Commerce	12,273	12,140	-1.1
Compton	95,261	94,233	-1.1
Covina	50,933	50,449	-1.0
Cudahy	22,526	22,318	-0.9
Culver City	40,330	40,135	-0.5
Diamond Bar	54,782	54,204	-1.1
Downey	113,525	112,584	-0.8
Duarte	21,473	21,258	-1.0
El Monte	108,728	107,706	-0.9
El Segundo	17,244	17,084	-0.9
Gardena	60,382	59,947	-0.7
Glendale	194,618	193,116	-0.8
Glendora	52,316	51,821	-0.9
Hawaiian Gardens	13,755	13,619	-1.0
Hawthorne	87,722	86,841	-1.0
Hermosa Beach	19,382	19,171	-1.1
Hidden Hills	1,736	1,738	0.1
Huntington Park	54,519	53,942	-1.1
Industry	440	438	-0.5
Inglewood	107,143	106,481	-0.6
Irwindale	1,482	1,490	0.5
La Canada Flintridge	20,291	20,081	-1.0
La Habra Heights	5,655	5,594	-1.1
Lakewood	81,681	80,876	-1.0
La Mirada	49,074	48,696	-0.8
Lancaster	176,166	175,164	-0.6
La Puente	37,626	37,587	-0.1
La Verne	32,608	32,304	-0.9
Lawndale	31,638	31,301	-1.1
Lomita	20,851	20,633	-1.0
Long Beach	459,757	460,682	0.2
Los Angeles	3,853,323	3,819,538	-0.9
Lynwood	67,260	66,723	-0.8
Malibu	10,739	10,686	-0.5

Manhattan Beach	35,357	34,902	-1.3
Maywood	25,033	24,814	-0.9
Monrovia	37,809	37,563	-0.7
Montebello	62,180	61,622	-0.9
Monterey Park	60,814	60,207	-1.0
Norwalk	102,356	101,645	-0.7
Palmdale	168,895	167,398	-0.9
Palos Verdes Estates	13,116	12,980	-1.0
Paramount	53,009	52,477	-1.0
Pasadena	139,029	138,310	-0.5
Pico Rivera	61,827	61,442	-0.6
Pomona	148,879	149,766	0.6
Rancho Palos Verdes	41,878	41,468	-1.0
Redondo Beach	69,742	68,972	-1.1
Rolling Hills	1,703	1,684	-1.1
Rolling Hills Estates	8,283	8,289	0.1
Rosemead	50,823	50,511	-0.6
San Dimas	34,651	34,352	-0.9
San Fernando	23,520	23,519	0.0
San Gabriel	39,250	38,845	-1.0
San Marino	12,334	12,257	-0.6
Santa Clarita	228,084	228,835	0.3
Santa Fe Springs	18,568	18,763	1.1
Santa Monica	93,242	92,408	-0.9
Sierra Madre	10,959	10,865	-0.9
Signal Hill	11,702	11,597	-0.9
South El Monte	19,532	19,668	0.7
South Gate	92,783	93,259	0.5
South Pasadena	26,849	26,580	-1.0
Temple City	36,497	36,262	-0.6
Torrance	145,876	144,433	-1.0
Vernon	210	208	-1.0
Walnut	28,344	28,094	-0.9
West Covina	109,290	108,243	-1.0
West Hollywood	35,553	35,399	-0.4
Westlake Village	8,121	8,043	-1.0
Whittier	87,886	87,931	0.1
Balance of County	1,016,626	1,009,857	-0.7
Madera	156,385	157,396	0.6
Chowchilla	18,412	18,851	2.4
Madera	66,299	65,843	-0.7
Balance of County	71,674	72,702	1.4
Marin	259,512	257,135	-0.9
Belvedere	2,103	2,080	-1.1
Corte Madera	10,147	10,028	-1.2
Fairfax	7,496	7,418	-1.0
Larkspur	12,963	12,797	-1.3
Mill Valley	14,002	13,850	-1.1

Novato	53,008	52,441	-1.1
Ross	2,330	2,301	-1.2
San Anselmo	12,772	12,645	-1.0
San Rafael	61,179	60,560	-1.0
Sausalito	7,159	7,072	-1.2
Tiburon	9,065	8,956	-1.2
Balance of County	67,288	66,987	-0.4
Mariposa	17,066	17,045	-0.1
Mendocino	90,669	89,999	-0.7
Fort Bragg	7,064	7,153	1.3
Point Arena	446	443	-0.7
Ukiah	16,228	16,080	-0.9
Willits	4,959	4,920	-0.8
Balance of County	61,972	61,403	-0.9
Merced	281,874	284,338	0.9
Atwater	32,019	31,652	-1.1
Dos Palos	5,835	5,715	-2.1
Gustine	6,098	5,981	-1.9
Livingston	14,340	14,410	0.5
Los Banos	46,168	46,639	1.0
Merced	88,200	89,058	1.0
Balance of County	89,214	90,883	1.9
Modoc	8,606	8,690	1.0
Alturas	2,699	2,726	1.0
Balance of County	5,907	5,964	1.0
Mono	13,299	13,379	0.6
Mammoth Lakes	7,324	7,365	0.6
Balance of County	5,975	6,014	0.7
Monterey	435,721	433,716	-0.5
Carmel-by-the-Sea	3,095	3,041	-1.7
Del Rey Oaks	1,558	1,539	-1.2
Gonzales	8,492	8,340	-1.8
Greenfield	18,705	19,634	5.0
King City	13,476	13,331	-1.1
Marina	21,271	21,457	0.9
Monterey	28,347	28,082	-0.9
Pacific Grove	14,942	14,761	-1.2
Salinas	161,777	159,932	-1.1
Sand City	378	372	-1.6
Seaside	31,113	32,068	3.1
Soledad	26,316	26,308	0.0
Balance of County	106,251	104,851	-1.3
Napa	137,518	136,179	-1.0
American Canyon	21,566	21,658	0.4
Calistoga	5,283	5,199	-1.6
Napa	78,246	77,480	-1.0
St Helena	5,521	5,437	-1.5
Yountville	2,942	2,829	-3.8

Balance of County	23,960	23,576	-1.6
Nevada	101,919	101,242	-0.7
Grass Valley	13,670	13,617	-0.4
Nevada City	3,386	3,334	-1.5
Truckee	17,035	17,100	0.4
Balance of County	67,828	67,191	-0.9
Orange	3,169,542	3,162,245	-0.2
Aliso Viejo	51,233	50,782	-0.9
Anaheim	344,604	341,245	-1.0
Brea	47,097	46,872	-0.5
Buena Park	83,968	83,430	-0.6
Costa Mesa	112,183	111,394	-0.7
Cypress	50,029	49,810	-0.4
Dana Point	33,053	32,943	-0.3
Fountain Valley	57,068	56,564	-0.9
Fullerton	141,974	142,732	0.5
Garden Grove	171,284	170,526	-0.4
Huntington Beach	197,616	196,100	-0.8
Irvine	301,254	310,250	3.0
Laguna Beach	22,862	22,706	-0.7
Laguna Hills	31,017	30,750	-0.9
Laguna Niguel	64,885	64,316	-0.9
Laguna Woods	17,670	17,514	-0.9
La Habra	62,317	61,792	-0.8
Lake Forest	86,406	86,775	0.4
La Palma	15,463	15,332	-0.8
Los Alamitos	11,895	11,873	-0.2
Mission Viejo	93,171	92,515	-0.7
Newport Beach	84,459	83,727	-0.9
Orange	137,534	137,676	0.1
Placentia	51,522	51,204	-0.6
Rancho Santa Margarita	47,703	47,279	-0.9
San Clemente	63,877	63,380	-0.8
San Juan Capistrano	34,907	34,798	-0.3
Santa Ana	311,340	308,459	-0.9
Seal Beach	25,002	24,846	-0.6
Stanton	38,284	39,275	2.6
Tustin	80,157	79,535	-0.8
Villa Park	5,834	5,782	-0.9
Westminster	90,812	90,393	-0.5
Yorba Linda	67,760	67,233	-0.8
Balance of County	133,302	132,437	-0.6
Placer	407,517	409,025	0.4
Auburn	13,795	13,608	-1.4
Colfax	2,016	2,042	1.3
Lincoln	50,422	51,252	1.6
Loomis	6,833	6,739	-1.4
Rocklin	71,644	71,663	0.0

Roseville	148,794	151,034	1.5
Balance of County	114,013	112,687	-1.2
Plumas	19,574	18,942	-3.2
Portola	2,027	2,042	0.7
Balance of County	17,547	16,900	-3.7
Riverside	2,424,587	2,435,525	0.5
Banning	30,629	30,877	0.8
Beaumont	54,313	54,690	0.7
Blythe	17,470	17,505	0.2
Calimesa	10,544	10,899	3.4
Canyon Lake	11,147	11,056	-0.8
Cathedral City	51,898	51,840	-0.1
Coachella	42,178	42,158	0.0
Corona	156,901	156,778	-0.1
Desert Hot Springs	32,546	32,569	0.1
Eastvale	70,444	69,929	-0.7
Hemet	89,823	89,646	-0.2
Indian Wells	4,771	4,762	-0.2
Indio	88,862	89,137	0.3
Jurupa Valley	105,415	105,384	0.0
Lake Elsinore	70,891	71,615	1.0
La Quinta	37,949	37,860	-0.2
Menifee	103,617	106,627	2.9
Moreno Valley	209,603	209,407	-0.1
Murrieta	111,671	111,183	-0.4
Norco	24,563	24,909	1.4
Palm Desert	50,976	50,889	-0.2
Palm Springs	44,570	44,397	-0.4
Perris	79,327	78,890	-0.6
Rancho Mirage	16,650	16,804	0.9
Riverside	312,789	317,847	1.6
San Jacinto	54,503	54,593	0.2
Temecula	110,394	109,925	-0.4
Wildomar	36,928	36,632	-0.8
Balance of County	393,215	396,717	0.9
Sacramento	1,580,624	1,576,618	-0.3
Citrus Heights	87,245	86,367	-1.0
Elk Grove	176,769	176,972	0.1
Folsom	83,075	84,592	1.8
Galt	25,383	25,239	-0.6
Isleton	790	780	-1.3
Rancho Cordova	79,536	80,359	1.0
Sacramento	518,322	518,037	-0.1
Balance of County	609,504	604,272	-0.9
San Benito	64,769	65,479	1.1
Hollister	41,919	42,554	1.5
San Juan Bautista	2,120	2,093	-1.3
Balance of County	20,730	20,832	0.5

San Bernardino	2,182,343	2,187,665	0.2
Adelanto	36,569	36,357	-0.6
Apple Valley	76,160	75,628	-0.7
Barstow	25,405	25,202	-0.8
Big Bear Lake	5,054	5,041	-0.3
Chino	89,824	91,998	2.4
Chino Hills	78,437	77,964	-0.6
Colton	53,853	53,617	-0.4
Fontana	209,889	212,809	1.4
Grand Terrace	13,131	13,042	-0.7
Hesperia	100,225	100,324	0.1
Highland	56,915	56,546	-0.6
Loma Linda	25,310	25,349	0.2
Montclair	38,052	37,846	-0.5
Needles	4,915	4,876	-0.8
Ontario	176,689	179,516	1.6
Rancho Cucamonga	174,484	174,476	0.0
Redlands	72,933	72,585	-0.5
Rialto	104,050	103,954	-0.1
San Bernardino	222,024	220,840	-0.5
Twentynine Palms	27,486	27,685	0.7
Upland	78,891	79,139	0.3
Victorville	134,700	136,561	1.4
Yucaipa	54,830	54,494	-0.6
Yucca Valley	21,846	21,813	-0.2
Balance of County	300,671	300,003	-0.2
San Diego	3,288,503	3,287,306	0.0
Carlsbad	115,680	115,585	-0.1
Chula Vista	276,922	276,785	0.0
Coronado	22,611	22,277	-1.5
Del Mar	3,957	3,929	-0.7
El Cajon	106,447	105,638	-0.8
Encinitas	61,724	61,515	-0.3
Escondido	151,389	150,679	-0.5
Imperial Beach	26,448	26,243	-0.8
La Mesa	60,608	60,472	-0.2
Lemon Grove	27,422	27,242	-0.7
National City	61,755	61,471	-0.5
Oceanside	173,932	173,048	-0.5
Poway	48,850	48,759	-0.2
San Diego	1,371,832	1,374,790	0.2
San Marcos	92,958	93,585	0.7
Santee	59,146	59,015	-0.2
Solana Beach	12,909	12,812	-0.8
Vista	99,536	100,291	0.8
Balance of County	514,377	513,170	-0.2
San Francisco	849,475	842,754	-0.8
San Joaquin	782,372	784,298	0.2

Escalon	7,439	7,362	-1.0
Lathrop	29,384	31,331	6.6
Lodi	66,145	66,570	0.6
Manteca	84,995	86,859	2.2
Ripon	16,162	15,979	-1.1
Stockton	323,884	322,489	-0.4
Tracy	93,624	94,538	1.0
Balance of County	160,739	159,170	-1.0
San Luis Obispo	279,710	280,721	0.4
Arroyo Grande	18,533	18,294	-1.3
Atascadero	30,823	30,480	-1.1
El Paso de Robles	31,659	31,176	-1.5
Grover Beach	12,879	12,707	-1.3
Morro Bay	10,638	10,466	-1.6
Pismo Beach	8,095	7,981	-1.4
San Luis Obispo	47,541	47,653	0.2
Balance of County	119,542	121,964	2.0
San Mateo	751,596	744,662	-0.9
Atherton	6,806	6,718	-1.3
Belmont	27,587	27,203	-1.4
Brisbane	4,789	4,721	-1.4
Burlingame	30,699	30,283	-1.4
Colma	1,391	1,370	-1.5
Daly City	103,930	102,875	-1.0
East Palo Alto	29,423	28,963	-1.6
Foster City	33,325	33,056	-0.8
Half Moon Bay	11,462	11,308	-1.3
Hillsborough	11,110	11,018	-0.8
Menlo Park	33,509	33,034	-1.4
Millbrae	22,807	22,512	-1.3
Pacifica	38,088	37,533	-1.5
Portola Valley	4,355	4,289	-1.5
Redwood City	81,771	82,344	0.7
San Bruno	43,169	42,656	-1.2
San Carlos	30,207	29,837	-1.2
San Mateo	104,719	103,779	-0.9
South San Francisco	65,090	64,492	-0.9
Woodside	5,271	5,212	-1.1
Balance of County	62,088	61,459	-1.0
Santa Barbara	443,674	445,164	0.3
Buellton	5,185	5,055	-2.5
Carpinteria	13,267	12,963	-2.3
Goleta	33,315	32,591	-2.2
Guadalupe	8,622	8,544	-0.9
Lompoc	44,044	43,845	-0.5
Santa Barbara	88,499	86,591	-2.2
Santa Maria	110,969	109,910	-1.0
Solvang	5,858	5,709	-2.5

Balance of County	133,915	139,956	4.5
Santa Clara	1,907,693	1,894,783	-0.7
Campbell	43,086	42,833	-0.6
Cupertino	59,884	59,610	-0.5
Gilroy	59,396	59,269	-0.2
Los Altos	31,651	31,526	-0.4
Los Altos Hills	8,414	8,400	-0.2
Los Gatos	33,193	33,062	-0.4
Milpitas	80,287	80,839	0.7
Monte Sereno	3,458	3,488	0.9
Morgan Hill	46,626	46,451	-0.4
Mountain View	83,128	83,864	0.9
Palo Alto	67,422	67,473	0.1
San Jose	991,144	976,482	-1.5
Santa Clara	129,122	130,127	0.8
Saratoga	30,772	30,667	-0.3
Sunnyvale	155,326	156,234	0.6
Balance of County	84,784	84,458	-0.4
Santa Cruz	266,553	266,564	0.0
Capitola	10,112	9,794	-3.1
Santa Cruz	57,594	64,075	11.3
Scotts Valley	12,407	12,049	-2.9
Watsonville	52,147	50,669	-2.8
Balance of County	134,293	129,977	-3.2
Shasta	182,020	180,531	-0.8
Anderson	11,181	11,088	-0.8
Redding	93,879	92,963	-1.0
Shasta Lake	10,318	10,237	-0.8
Balance of County	66,642	66,243	-0.6
Sierra	3,225	3,229	0.1
Loyalton	737	737	0.0
Balance of County	2,488	2,492	0.2
Siskiyou	43,931	43,830	-0.2
Dorris	859	847	-1.4
Dunsmuir	1,705	1,681	-1.4
Etna	684	674	-1.5
Fort Jones	694	684	-1.4
Montague	1,232	1,215	-1.4
Mount Shasta	3,247	3,204	-1.3
Tulelake	899	886	-1.4
Weed	2,826	2,828	0.1
Yreka	7,777	7,772	-0.1
Balance of County	24,008	24,039	0.1
Solano	449,964	447,241	-0.6
Benicia	26,995	26,656	-1.3
Dixon	19,094	19,083	-0.1
Fairfield	120,421	119,897	-0.4
Rio Vista	9,961	9,925	-0.4

Suisun City	29,266	28,896	-1.3
Vacaville	101,286	101,257	0.0
Vallejo	124,410	123,190	-1.0
Balance of County	18,531	18,337	-1.0
Sonoma	484,674	482,404	-0.5
Cloverdale	9,029	8,905	-1.4
Cotati	7,512	7,397	-1.5
Healdsburg	11,174	11,030	-1.3
Petaluma	59,756	58,945	-1.4
Rohnert Park	44,287	43,998	-0.7
Santa Rosa	177,396	175,775	-0.9
Sebastopol	7,520	7,489	-0.4
Sonoma	10,755	10,779	0.2
Windsor	26,134	25,942	-0.7
Balance of County	131,111	132,144	0.8
Stanislaus	551,737	549,466	-0.4
Ceres	48,762	48,386	-0.8
Hughson	7,495	7,495	0.0
Modesto	218,745	217,880	-0.4
Newman	12,326	12,244	-0.7
Oakdale	23,110	23,071	-0.2
Patterson	23,839	24,370	2.2
Riverbank	24,735	24,583	-0.6
Turlock	71,734	71,531	-0.3
Waterford	8,944	8,872	-0.8
Balance of County	112,047	111,034	-0.9
Sutter	98,908	99,145	0.2
Live Oak	9,191	9,394	2.2
Yuba City	69,614	69,663	0.1
Balance of County	20,103	20,088	-0.1
Tehama	65,374	65,052	-0.5
Corning	8,157	8,100	-0.7
Red Bluff	14,698	14,605	-0.6
Tehama	427	424	-0.7
Balance of County	42,092	41,923	-0.4
Trinity	16,050	16,023	-0.2
Tulare	474,032	475,014	0.2
Dinuba	24,872	25,127	1.0
Exeter	10,305	10,257	-0.5
Farmersville	10,308	10,239	-0.7
Lindsay	12,624	12,566	-0.5
Porterville	62,515	62,345	-0.3
Tulare	69,229	69,462	0.3
Visalia	141,279	142,091	0.6
Woodlake	7,513	7,648	1.8
Balance of County	135,387	135,279	-0.1
Tuolumne	54,791	55,291	0.9
Sonora	5,121	5,144	0.4

Balance of County	49,670	50,147	1.0
Ventura	840,093	833,652	-0.8
Camarillo	70,739	70,171	-0.8
Fillmore	16,681	16,469	-1.3
Moorpark	35,821	35,399	-1.2
Ojai	7,523	7,466	-0.8
Oxnard	200,480	200,050	-0.2
Port Hueneme	22,188	21,599	-2.7
San Buenaventura	109,821	108,231	-1.4
Santa Paula	30,629	30,892	0.9
Simi Valley	126,478	124,985	-1.2
Thousand Oaks	125,995	124,592	-1.1
Balance of County	93,738	93,798	0.1
Yolo	217,237	221,165	1.8
Davis	66,687	64,869	-2.7
West Sacramento	53,776	52,837	-1.7
Winters	7,399	7,422	0.3
Woodland	60,999	60,137	-1.4
Balance of County	28,376	35,900	26.5
Yuba	81,988	82,275	0.4
Marysville	13,003	12,824	-1.4
Wheatland	3,708	3,664	-1.2
Balance of County	65,277	65,787	0.8

Department of Finance

Demographic Research Unit

Phone: (916) 323-4086

For more information: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>

Released on May 2, 2022

[About the Data](#)

E-1: City/County Population Estimates with Annual Percent Change

January 1, 2020 and 2021

State/County/City	Total Population		Percent
	1/1/2020	1/1/2021	Change
California	39,648,938	39,466,855	-0.5
Tulare	479,403	481,733	0.5
Dinuba	25,759	26,517	2.9
Exeter	11,023	10,997	-0.2
Farmersville	11,384	11,327	-0.5
Lindsay	13,131	13,090	-0.3
Porterville	59,491	59,571	0.1
Tulare	68,058	69,246	1.7
Visalia	138,456	139,254	0.6
Woodlake	7,825	8,054	2.9
Balance of County	144,276	143,677	-0.4

Department of Finance

Demographic Research Unit

Phone: (916) 323-4086

For more information: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>

Released on May 7, 2021



CITY COUNCIL AGENDA – JUNE 6, 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 17, 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 ____-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 July 6, 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 6th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 6, 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 17, 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

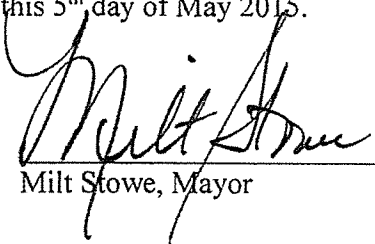
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

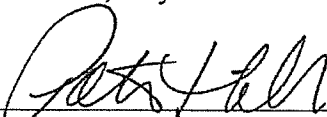
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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

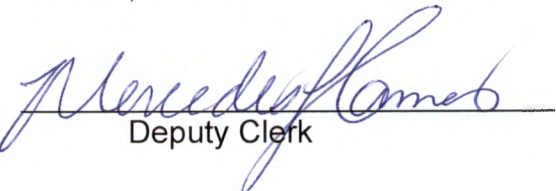
ABSTAIN: NONE

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

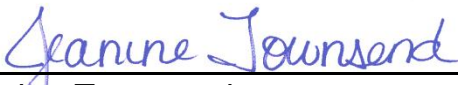
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

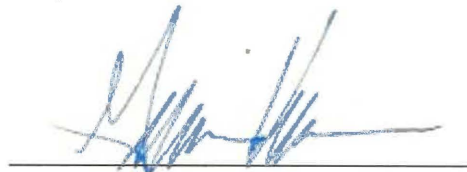
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water 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")



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

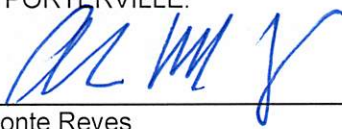
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

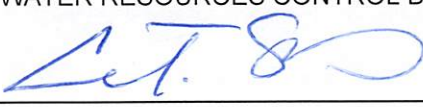
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 – JUNE 6, 2022

SUBJECT: Consideration of Conditional Use Permit to Establish a Nursery at 180 South E Street

SOURCE: Community Development

COMMENT: The City received an application requesting the approval of a Conditional Use Permit (CUP) to establish the use of a nursery for “Sunburst Packing Company” located at 180 South E Street. On November 24, 2021, the Project Review Committee (PRC) reviewed the application that proposed the establishment of a nursery for Sunburst Packing Company. The subject site has General Plan Land Use Designation and Zoning Standards for Downtown Mixed Use (D-MX). The use of a nursery may be established in the D-MX zone district with the approval of a CUP.

The Sunburst Packing Company is proposing to utilize the existing facility of approximately 53,700± sf. in order to establish a nursery with the potential for indoor and outdoor growing areas. The facility was previously used for the operation of a packing facility for citrus. The site plan identifies indoor growing areas within the preexisting buildings, specifically Building A with 13,400 sf of main floor area and 13,400 sf of basement floor area, Building C with 4,800 sf and Building D with 5,600 sf of floor area. The site plan also includes Building B with 10,400± of floor area as an Open Loading Area for the operation. Building E with 2,500± sf and Building F with 3,600± sf are designated as storage areas. In addition to the preexisting buildings that are being proposed to be repurposed for the use of a nursery, the applicant proposes the use of a newly constructed unpermitted shade structure as an outdoor grow area of approximately 49,050± sf. The operation would consist of growing the plants in the identified outdoor grow area during the majority of the year in which the plants would only be transferred into the indoor grow buildings during winter to prevent damage to the plants due to the cold weather. The shade structure requires a building permit and will need to be installed under proper permit to meet all of the requirements of the currently adopted California Fire Code and California Building Code, and any other applicable code or standard.

Following the PRC meeting, staff conducted a walkthrough of the facility on December 3, 2021, to gain a better understanding of the proposed use and layout of the facility. During the tour of the facility, staff noticed that unpermitted improvements had been made to the facility to the point of causing concern for the structural integrity of the structure. On December 23, 2021, a first Notice and Order was issued, requiring that the facility be inspected by a

structural engineer. On January 19, 2022, staff was informed that the facility was not safe to occupy. On January 21, 2022, a second Notice and Order was posted, stating that Building A was unsafe to occupy. On April 13, 2022, staff met with the applicant and reviewed the requirements for the project to meet California Fire Code, California Building Code, and Porterville Development Ordinance. On April 20, 2022, a building permit application was submitted and a permit was issued on April 22, 2022, to make required temporary improvements that were outlined in the structural engineers' report provided by the applicant. On April 24, 2022, temporary occupancy was issued for Building A, allowing for the use of the restroom and office in the building pending the submission and approval of a full set of plans including a structural evaluation.

The CUP application is a request to establish the use of a nursery within the DMX zoning district. The draft conditions of approval of the CUP include provisions requiring the applicant to submit plans and apply for building permits to ensure the unpermitted improvements meet the current adopted California Fire Code, California Building Code, and Porterville Development Ordinance, including the shade structure utilized for the outdoor growing area. Additionally, the draft conditions of approval includes a provision for a semi-annual inspection by the Building and Fire Departments of the facility, after which time staff can provide the City Council with a report following the inspections.

The proposed project is exempt pursuant to the California Environmental Quality Act per §15301 Existing Facilities.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the Conditional Use Permit for Sunburst Packing Company subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Site Plan
3. Locator Map
4. Zoning Map

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE
PERMIT (PRC 2021-037-C) FOR SUNBURST PACKING COMPANY TO ALLOW
ESTABLISHMENT OF A NURSERY LOCATED ON 180 SOUTH E STREET

WHEREAS: On November 24, 2021, the Project Review Committee met with the applicant in order to discuss a proposed establishment of a Nursery at an existing 53,700± square foot facility located at 180 South E Street; and

WHEREAS: On November 24, 2021, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to 15301 Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 6, 2022, conducted a public hearing to consider a Conditional Use (Permit 2021-037-C) to allow the establishment of a Nursery; and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties related to said Conditional Use Permit; and

WHEREAS: The City Council made the following findings with respect to the subject project:

1. That the proposed project will advance the goals and objectives of and is consistent with the policies of the General Plan and any other applicable plan that the City has adopted. The project complies with the following General Plan guiding policies:

LU-G-1: promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.

LU-G-5 Ensure that new developments pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2021-037-C) subject to the following conditions:

1. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the use is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit

expires.

3. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
4. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
5. A vector/rodent control plan shall be submitted and approved. The vector/rodent control plan will be implemented for the term of the agricultural use.
6. That any outdoor storage and growing area shall be screened from the view of the public street and shall comply with § 300.10 Screening.
7. Any changes to exterior shall comply with the Downtown Design Guidelines.
8. Signs shall comply with Downtown Design Guidelines and § 305 signs of the Development Code.
9. The developer/applicant shall submit plans for any structural upgrades based on a structural engineers report per the notice and order. The notice and order also outlined that plans shall identify any electrical, plumbing and mechanical that has been completed without property permits. The plans shall also include an egress plan from any area of any building to the exterior door(s) including pathways and clearances around the plant box layouts. The submitted plans once approved will need to be issued to a licensed contractor and all work will need to be done by a licensed contractor.
10. The developer/applicant shall submit plans for the outdoor covered growing area with documentation provided and labels attached for the mesh/cloth covering.

11. The use of a Nursery would require the developer/applicant to submit ventilation plan.
12. The developer/applicant shall submit four (4) complete sets of plans, signed by licensed Architect or Engineer, including four (4) sets of energy calculations and structural calculations. Or e-submitted at engbldg@ci.porterville.ca.us
13. Plan submittals shall comply with current access laws (both State and Federal). The most stringent Code shall prevail.
14. Plan submittals shall comply with all current applicable Codes.
15. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
16. The developer/applicant shall pay all fees according to the Municipal Code and State Law.
17. Signs require separate plan submittal and separate permit per the Development Ordinances.
18. The Building Official has designated the proposed Occupancy Classification to be a "F1".
19. Allow four (4) weeks review time for the initial plan check submittal and an additional four (4) weeks review time for each subsequent re-submittal.
20. NO DEFERRED ITEMS. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
21. Will need an exit analysis plan based on how the operation of the plants are set up.
22. Indoor growing areas will require an engineer or architect to approve the design for watering and drainage purposes.
23. The facility will be subject to a semi-annual inspection starting June 6, 2022, with the first (1st) inspection completed within the first six (6) months of the year and the second (2nd) inspection completed within the last six (6) months of the year. The inspection shall be conducted by the Building and Fire Departments.
24. Approved fire apparatus access roads shall be provided. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

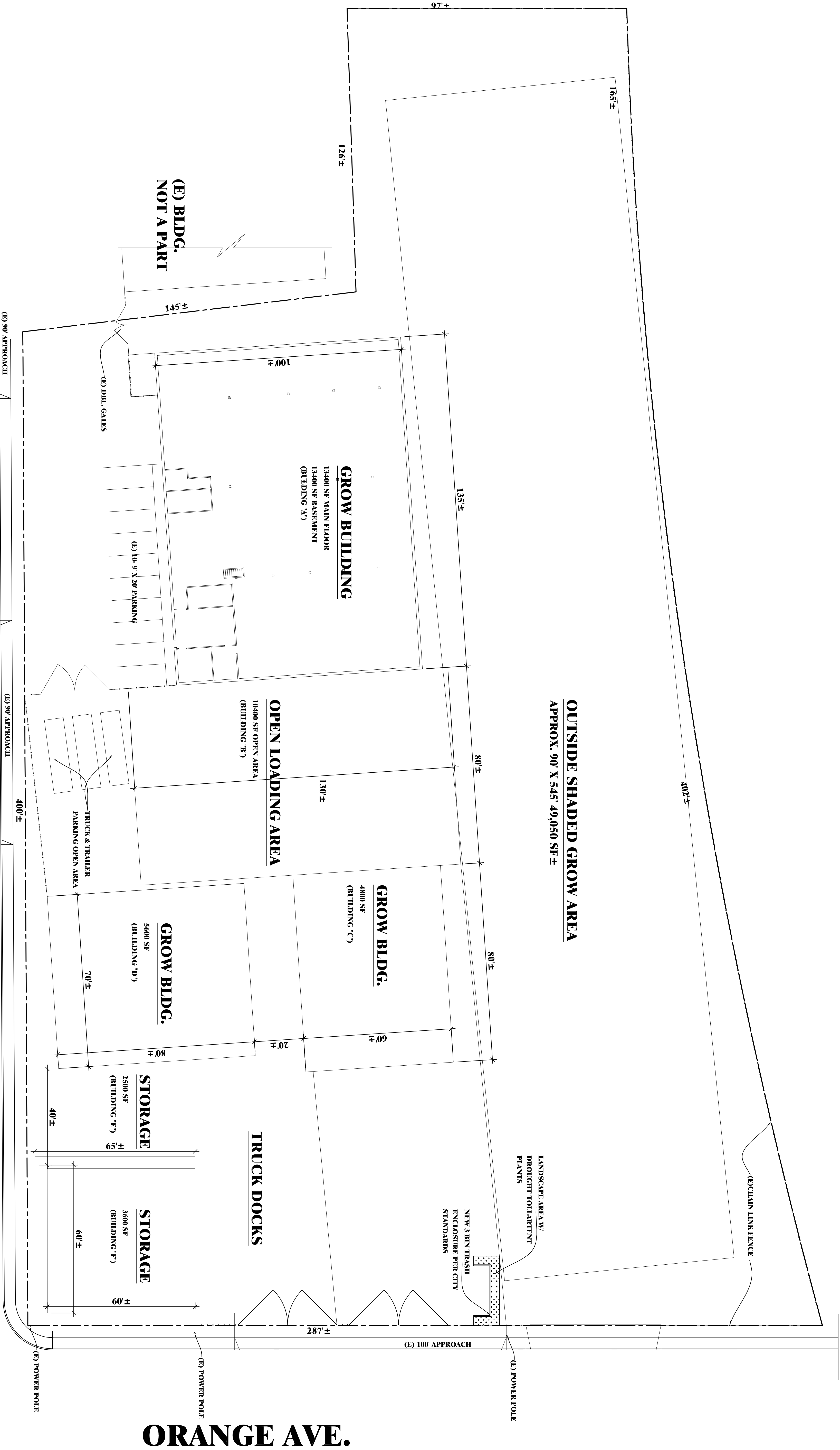
25. Fire apparatus access roads shall comply with Section 503 of the currently adopted edition California Fire Code
26. If common/private driveways or dead end roadways exceed 150' in length from the public street or intersection, or the Fire Department access road, a required turn around shall comply with the currently adopted edition of the California Fire Code
27. Permits will be required for the membrane structure being utilized for the shaded grow area if it is to remain, be modified, and/or demolished. The membrane structure shall comply with Chapter 31 of the most recently adopted edition of the California Fire Code and California Building Code.
28. Knox box and gate access required (www.knoxbox.com)
29. Fire Extinguishers shall be placed to comply with the currently adopted edition of the California Fire Code
30. A back-flow device is required on the water meter.
31. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
32. The developer/applicant shall install a refuse container enclosure according to City standards. Enclosure location to be approved by City prior to issuance of building permit. Enclosure should be oriented for direct stab pick up. The developer/ applicant shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

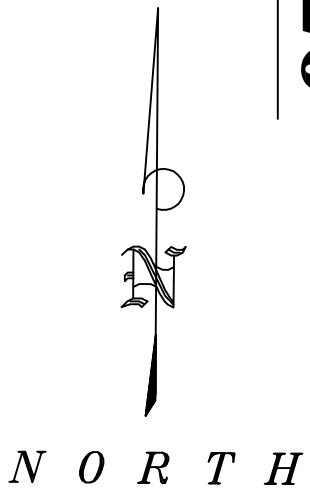
BY _____
Patrice Hildreth, Chief Deputy City Clerk



"E" STREET

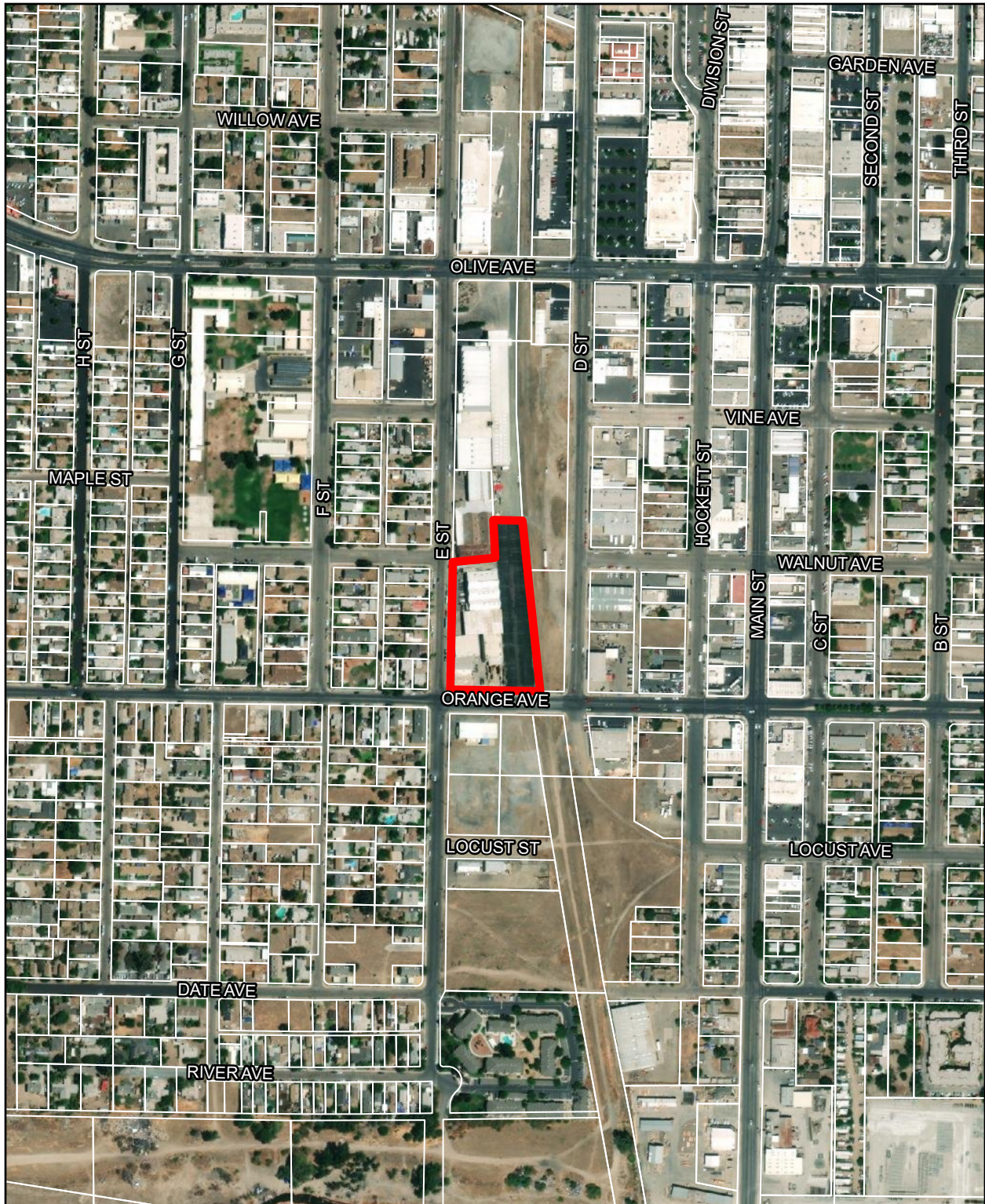
SITE PLAN 1"=20'

APN: 266-232-008
ADD: 180 SOUTH "E" STREET
PORTERVILLE, CA



ORANGE AVE.

Locator Map PRC 2021-037



Sunburst Packing Company
@ 180 South E. Street

 Project Location

1 in = 500 feet



Date Printed: 5/31/2022 by the Community Development Department

Zoning PRC 2021-037



**Sunburst Packing Company
@ 180 South E. Street**

Project Location

1 in = 400 feet



Date Printed: 5/31/2022 by the Community Development Department



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Public Health Goal Report

SOURCE: Public Works

COMMENT: Senate Bill 1307 added new provisions to the California Health and Safety Code specifying that larger water utilities (>10,000 service connections) prepare a special report if its water quality measurements have exceeded any Public Health Goals (PHGs). Established by the Cal-EPA'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 California Department of Health Services and the US EPA.

RECOMMENDATION: That City Council conduct a Public Hearing to solicit comments on the Public Health Goal Report.

ATTACHMENTS:

1. Public Health Goal Report-2022
2. Consumer Confidence Report-2021

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 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

In order to ensure that tap water meets standards, USEPA and the State Water Resources Control Board prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. Department regulations also establish limits for contaminants in bottled water that provide the same protection for public health. The City of Porterville tests its water at each well site and at numerous locations throughout the distribution system on a regular basis in order to comply with all state and federal standards.

City of Porterville water comes from 37 municipal water wells and 1 standby well located throughout the city. Before being pumped into the distribution system, a disinfectant is added to the water to protect you from potential microbial contaminants.

An assessment of all the drinking water sources for the City of Porterville was completed in November of 2018. Of the 37 wells, six have been determined to be vulnerable to PCE contamination, and seven have been determined to be vulnerable to nitrate contamination, and one vulnerable to DBCP contamination; however, none of these constituents have been detected at concentrations over the drinking water standards. A copy of the complete assessment is available at the City Corporation yard, 555 N. Prospect Street.

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. For additional water quality data, please contact David Payne at 782-7518. Your concerns can also be addressed to the Porterville City Council. Meetings are held at 6:30 p.m. on the first and third Tuesdays of each month at City Hall, 291 N. Main Street. Council sessions are open to the public. Property owners, with any type of tenants, please make copies of this report and distribute them to your tenants and/or post on your community board if available.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include: microbial contaminants such as viruses and bacteria; inorganic contaminants such as salts and metals; pesticides and herbicides that may come from a variety of sources; organic chemical contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and radioactive contaminants that can be naturally occurring.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (800) 426-4791.

IMPORTANT REMINDER FOR AQUARIUM OWNERS AND HOME DIALYSIS PATIENTS

To meet USEPA regulations the water supply will contain chlorine. Residents with aquariums or fish ponds should remove the chlorine with water conditioning chemicals or granular activated carbon. Contact your local tropical fish store to determine the best water treatment for your fish. If you are receiving kidney dialysis treatment, please contact your doctor or dialysis technician to be sure that the equipment is adequately removing the chlorine.

OTHER PRECAUTIONS THE PUBLIC SHOULD CONSIDER

Some people may be more vulnerable to contaminants in drinking water than the general population. Immune-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800) 426-4791.

DEFINITIONS:

0 – Indicates a value less than the detection reporting level

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

MCL - Maximum Contaminant Level - 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 feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

MCLG - Maximum Contaminant Level Goal - 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 (USEPA).

ND – Non-Detected – constituent not detectable in test sample

pCi/l – Picocuries per liter

ppm/b/t – Parts Per Million / Billion / Trillion

Primary Drinking Water Standard - Primary MCLs, specific treatment techniques adopted in lieu of primary MCLs, and monitoring and reporting requirements for MCLs that are specific in regulations.

PHG - Public Health Goal - 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.

Range of Detection – the highest (maximum) and lowest (minimum) level of contamination detected in a sample set (a group of samples accompanied by a suite of properties that describe shared characteristics of all samples in the group)

CONSUMER CONFIDENCE REPORT

CITY OF PORTERVILLE

FOR PERIOD 01/01/2021 TO 12/31/2021

ENGLISH

Este informe contiene informacion muy importante sobre su agua potable de beber. Traduzca este informacion o si tiene preguntas, pueden hablar con Bertha Yarbrough a (559) 782-7518.



Field Services Division
Public Works Department
Water Utilities
555 N. Prospect St.
Porterville, CA 93257
Phone: (559) 782-7514

TABLE I: PRIMARY STANDARDS AND UNREGULATED CONTAMINANTS								
Constituent	MCL	PHG	Range of Detection		Average	Meets Standards	Year(s) Sampled	Typical Source of Contaminant
Volatile Organic Contaminants			Min	Max				
1,1-Dichloroethylene (DCE) (ppb)	6	10	-	-	-	YES	2020	Discharge from industrial chemical factories
Tetrachloroethylene (PCE) (ppb)	5	0.6	-	2.8	2.63	YES	2021	Discharge from factories, dry cleaners, and auto shops (metal degreaser)
Synthetic Organic Contaminants including Pesticides, Insecticides, and Herbicides								
Dibromochloropropane (DBCP) (ppt)	200	1.7	-	20	2.63	YES	2020	Runoff/leaching from former use of nematocide on soybeans, cotton, vineyards, tomatoes, and tree fruit
Inorganic Contaminants								
Arsenic (ppb)	10	0.004	-	3.0	0.18	YES	2020	Erosion of natural deposits
Barium (ppm)	1	2	-	0.23	0.01	YES	2020	Erosion of natural deposits
Fluoride (ppm)	2	1	-	0.3	0.10	YES	2020	Erosion of natural deposits
Nitrate (ppm)	10	10	-	9.7	3	YES	2021	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
NITRATE: Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women.								
Radionuclides								
Gross Alpha (pCi/L)	15	-	1.06	8.67	4.27	YES	2020	Erosion of natural deposits-One sample above MCL- meets standards on running annual average
Uranium (pCi/L)	20	0.43	1.28	6.49	3.46	YES	2020	Erosion of natural deposits
Disinfection Byproducts, Dininfectant Residuals and Disinfection Precursors								
Total Trihalomethanes (TTHM) (ppb)	80	N/A	-	1.0	0.40	YES	2021	Byproduct of drinking water chlorination
Chlorine (ppm)	4	4	0.4	0.47	0.43	YES	2021	Disinfectant added for treatment
TABLE II: MICRO BIOLOGICAL CONTAMINANTS (2020)								
Constituent	MCL	MCLG/PHG		Sampling Frequency		Meets Standards	Amount Detected	Possible Source
Total Coliform Bacteria	Presence in more than 5% of monthly samples	0		18-19 samples/week		YES	1 tests for a one month period	Naturally present in the environment
COLIFORMS are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful bacteria may be present. If a representative system sample tests present for Coliforms, the sample is then retested. The sample is retaken up-stream, down-stream, and at the original system location to confirm and/or identify initial result. If the result remains present, a notification process is implemented and the affected area will be flushed and resampled until Bacteria Coliform sample results are absent.								
TABLE III: LEAD AND COPPER (2019)								
Constituent	MCLG	Action Level (AL)	90th Percentile Level Detected		Meets Standards	Sites Exceeding AL	Samples Collected	Possible Source
Lead (ppb)	0.2	15	0.01		YES	0	35	Internal corrosion of household water plumbing systems; erosion of natural deposits
Copper (ppm)	0.3	1.3	0.2		YES	0	35	
LEAD: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. City of Porterville is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead .								
TABLE IV: SECONDARY STANDARDS - AESTHETIC STANDARDS								
Constituent	MCL	Range of Detection		Average	Meets Standards	Year(s) Sampled		
Chloride (Cl) (ppm)	500	8	26	13.60	YES	2020		
Color (units)	15	1	3	1.21	YES	2020		
Sodium (ppm)	N/A	16	39	23.47	YES	2020		
Specific Conductance (micromhos)	1,600	299	543	379.00	YES	2020		
Sulfate (SO4) (ppm)	500	6	20	11.30	YES	2020		
Total Dissolved Solids (TDS) (ppm)	1,000	25	530	229.79	YES	2020		
Total Hardness as (CaCO3) (ppm)	N/A	80	210	135.29	YES	2020		
Turbidity (Lab) (units)	5	-	3.2	0.81	YES	2020		

Porterville's Water Conservation Plan

The City of Porterville has a five phase water conservation plan in place to help conserve water resources during times of drought. Each phase has specific regulations in place to help maintain the city's water supply. It is important to be aware of the current phase the city is observing so that our joint water conservation efforts can be more effective. Visit www.ci.porterville.ca.us to learn more about our current water conservation phase.



To DO List:

- ☒ Turn sprinklers off
- ☒ Mulch around trees
- ☐ Fix leaky toilet

♥, California



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Consideration of Appointment to the Animal Control Commission

SOURCE: Administrative Services

COMMENT:

The Animal Control Commission is an advisory body to the City Council on matters concerning animal control services within the city of Porterville. It is comprised of five city residents representing a cross-section of the community who serve staggered four-year terms.

At its last meeting of the Animal Control Commission on May 9th, 2022, Commissioner Florenza Pizanis tendered her resignation from the Commission. This has created a vacancy on the Animal Control Commission with a term to expire in September of 2024.

On January 03, 2022, City staff received a Request for Appointment from Shawn Schwartzenberger, but at the time of receipt, there was no vacancy. Staff has confirmed Schwartzenberger's continued interest in serving and also eligibility.

RECOMMENDATION: That the City Council consider the appointment request of Shawn Schwartzenberger to serve on the Animal Control Commission to a term expiring in September of 2024.

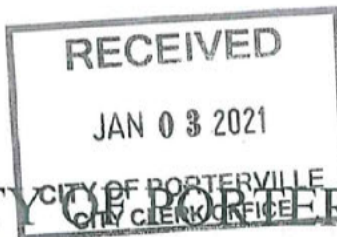
ATTACHMENTS: 1. Request for Appointment - Shwartzenberger

Appropriated/Funded: N/A

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



DEC 27 2021

Received



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT

Please complete all blanks.

Name: Shawn Schwartzenberger
(Please Print)

Appointment to: Animal Control Commision
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED]
Porterville, Ca. 93257

Mailing Address: same

Name of Business: S-15 Tee's +

☒ Own ☐ Operate

Business Address: [REDACTED]
Porterville, Ca. 93257

Telephone: Home cell [REDACTED]
Work cell [REDACTED]
FAX N/A
E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☒ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

very involved in the community, in animals, in the veterans and children of the city, I have run for City council and been on the ACC before I moved. I am now prepping my son to run his own business and to take over mine, thus giving me more time for the city. it would be a pleasure to be part of what makes this city grow.

Please tell us why you are interested in this position.

very involved in the community with animals, mostly cats, my wife and I foster cats for Hope for Porterville cats, we have 2 dogs and 2 cats all rescues that are fixed and chipped. I was chair of the commission a while back but when I moved to the county I was asked to step down. i would love to get involved again.

☐ Resume attached

☒ Letter of request attached

Submitted By:



12/23/2021

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Bid Results - Island Annexation Area 457 Sewer Project

SOURCE: Engineering and Project Management

COMMENT: On May 27, 2022, staff received four bids for the Island Annexation Sewer Project - Area 457. Area 457 is generally bound by State Route Highway 65 to the west, State Route Highway 190 to the north, and Chess Terrace Street to the east.

The Engineer's Estimate of Probable Cost for the project was \$1,384,036. The low bid presented by Bill Nelson Construction of Fresno is \$1,797,530, which is \$413,494 higher than the Engineer's Estimate (29.88%). An additional \$179,753 is necessary for construction contingency (10%) and \$179,753 is required for construction management, surveying, quality control and inspection services (10%); equating to a total construction cost of \$2,157,036.

It has been the City Council's policy to reject all bids when the bid exceeds ten percent (10%) of the Engineer's Estimate. Although the possibility exists that the City will receive favorable bids if re-advertised, the indicators in the current market suggest the chances of such are very small and the delays created in re-advertising could jeopardize the funding source of the project.

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
Bill Nelson Construction Fresno, CA	\$1,797,530
Floyd Johnston Construction Co, Inc Clovis, CA	\$2,130,000
EverLevel Holdings, LLC Chino Hills, CA	\$2,324,485
Emmett's Excavation, Inc Clovis, CA	\$2,330,043

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Island Annexation Area 457 Sewer Project to Bill Nelson Construction in the amount of \$1,797,530;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs;
4. Authorize an additional \$179,753 for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922.

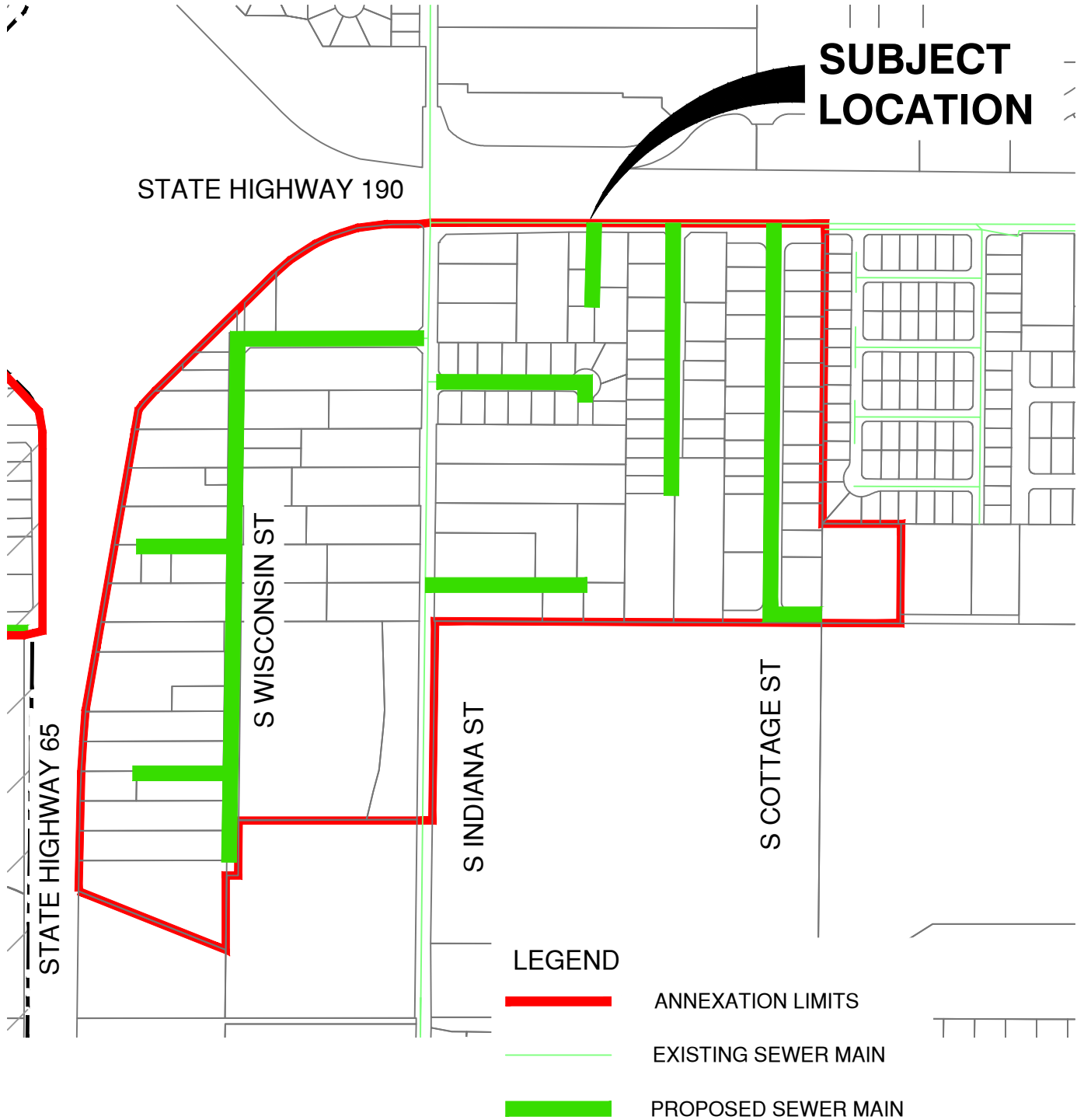
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

SEWER ANNEXATION NUMBER 457

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Consideration of Proposed Fiscal Year 2022-2023 Budget and Setting of Date for Public Hearing

SOURCE: City Manager's Office

COMMENT: Consistent with the City Charter, the City Manager must submit for the City Council's consideration a proposed Budget for the 2022-2023 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year. The budget message presented with the draft document is attached, which emphasizes the significant projects and factors involved with the Budget's development and composition, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary). Generally, any overall reduction in Fund balances proposed will result from the use of accumulated monies for capital expenditures in the implementation of projects. The City Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted." All spending authority from the current 2021- 2022 Fiscal Year budget expires after June 30, 2022. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2022. The Charter is not specific as to the duration of the adoption, thus accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

RECOMMENDATION: That the City Council:

1. Consider the proposed 2022-2023 Fiscal Year Budget, providing any direction on modifications; and
2. Schedule a Public Hearing on the proposed Budget for Monday, June 20, 2022.

ATTACHMENTS:

1. Budget Message
2. Draft FY 2022-2023 General Fund Budget
3. Draft FY 2022-2023 Budget - Other Funds
4. Draft FY 2022-2023 Capital Improvement Program
5. Draft FY 2022-2023 Budget - Fund Details
6. Draft FY 2022-2023 Equipment Replacement Schedule

7. Ennis Builders Preliminary Layout: West Castle Avenue
8. Porterville Mural Committee Request Letter - March 11, 2022

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

FY 2022-2023 Preliminary Budget
June 6, 2022

Honorable Mayor, Vice Mayor and Members of Council:

More than a decade now removed from the beginning of the “Great Recession,” the City endured extraordinary budgetary challenges through diligent fiscal stewardship and strategic planning, and has continued to make progress toward improving services to the community and overall quality of life for its residents, and at the same time preparing for future opportunities and fiscal challenges. The catastrophic Library fire on February 18, 2020, combined with the COVID-19 pandemic has presented tremendous financial and service challenges, yet the City has continued to endure and strategize for the community’s recovery from both and continued growth. The continued recovery from the Library fire, combined with the relocation opening of the Eagle Mountain Casino near the Porterville Municipal Airport, present both the greatest challenges and opportunities in the next fiscal year.

In regard to the Library fire, the City Council has previously taken action to restrict any insurance proceeds received for the express purpose of reimbursement of expenditures related to the loss of the library and the establishment of the new library, with a current estimated restricted reserve received of \$4.7 million. The City entered into up to a 6-year lease agreement of an approximate 8,000-square foot commercial space in the Downtown area next to Grocery Outlet on D Street/Olive Avenue to serve as an interim temporary library facility while a new library is being developed. The temporary library facility is expected to open for service to the public in the month of June 2022, with \$336,105 in insurance proceeds have been proposed in the upcoming 2022-2023 fiscal year budget, including the temporary facility lease (\$146,000), equipment acquisition (\$55,000) and books (\$100,000). Complimentary to the interim temporary facility is the deployment of an electric vehicle mobile library into the community, which was funded through a State library grant award. A Library Facility Planning Committee was formed this past fiscal year, chaired by Vice Mayor Carrillo, which with the assistance of a planning consultant prepared a Needs Assessment for a new 40,000-square foot community library that was presented and accepted by the Council. The Committee also undertook a site location analysis, which recommended the construction of the new facility in the vicinity of Olive Avenue adjacent to vacant City land near the Heritage Community Center. Staff is currently in negotiations on the acquisition of property and proposed development agreement for the construction of a 40,000-square foot facility at an estimated cost of \$30 million. Staff has applied for a \$10 million State Library “Building Forward” grant, as well as remains in communication with its adjustor and third party consultant in regard to insurance proceeds. Staff is also pursuing potential financing and other funding opportunities toward the development of the new facility.

One of the investigations into the Library fire, requested by Fire Chief LaPere, was the Serious Accident Review Team (SART). The SART Report was released in the 2021 calendar year, which among the recommendations of the Report was to increase fire personnel staffing and the creation of a Deputy Fire Chief position. Consistent with the

recommendations, the City applied and was selected for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant that will provide full-funding for six new Firefighters for three fiscal years, with the City becoming financially responsible for the personnel in the fourth year (proposed to be funded by Measure I). The Council also approved the creation of the Deputy Fire Chief position, funded by Measure I, to which the appointee (Bryan Cogburn) is currently serving as the Acting Fire Chief with a Battalion Chief (Shannon Skiles) serving as Acting Deputy Fire Chief. Given the facility needs to house the new personnel and the requisite apparatus, each of the City's three fire stations are currently under design for expansion and modification.

Compounding the effects of the Library fire for the City has been the ongoing COVID-19 pandemic. Effective April 1, 2022, the United States Treasury Department made its Final Rule for the American Rescue Plan Act (ARPA) funds, which allocates \$19,984,717 in federal funds to assist the city and its residents in economic recovery. Consistent with Treasury's guidelines, Council has directed the funds be prioritized toward water and sewer infrastructure projects, broadband infrastructure and technology enhancements, provision of services addressing homelessness, local business assistance (in particular the restaurant industry), local vaccination efforts and recovering City revenue losses and funding ongoing public safety services. Given the requirement that funds must be obligated by December 31, 2024 and expended by December 31, 2026, City staff has continued to coordinate with the Council in the use and expenditure of funds consistent with its direction. As part of the Final Rule, the Treasury determined that a recipient jurisdiction may spend up to \$10 million in support of "unrestricted" general government activities, including capital improvements.

Of the approximate \$20 million in ARPA funds received, the City has expended approximately \$3 million in "restricted" funds, including approximately \$1.8 million in support of the vaccine local business incentive program, \$480,000 for employee testing and quarantine, \$435,000 in public safety premium pay, \$250,000 in support of the Finca Serena affordable and permanent supportive housing project. The Police Department has proposed the creation of a full-time limited-term social worker position to assist Officers in critical incidents involving behavioral health, to be funded by ARPA (\$250,000) through December 31, 2024. Staff continues to coordinate with County staff and affordable housing non-profits on how to expand housing and services to local individuals experiencing homelessness.

Staff proposes the allocation of the \$10 million in "unrestricted" ARPA funds to support Council priority capital projects, including the new animal shelter (\$5 million), new indoor recreation facility (\$3 million), lighted baseball field (\$1 million) and Hayes Field lighting replacement (\$700,000). At its annual Priority Project and Goal Setting meeting on April 12, 2022, the Council gave direction to also include the replacement of poles supporting the netting at the golf course driving range (\$300,000).

The relocation of Eagle Mountain Casino from the Tule River Reservation to the Tule River Tribe's trust property by the Airport is under construction, with the Casino expected to open in December 2022. In support of the project and projected overall economic development growth in the Airport area, the City is funding significant water

projects, including the development of a tertiary wastewater treatment facility on City property (\$15 million), as well as the relocation and development of a new storm drain/recharge basin on City property (\$14 million). In the 2021 calendar year, the City issued approximately \$36 million in certificates of participation in support of these projects. The City also continues to coordinate with the County and the Tribe on both near-term and long-term road improvements in the Airport area, especially in consideration of the planned Airport runway relocation project.

Although the ongoing pandemic has significantly impacted the retail industry, there continues to be significant interest by national-brand commercial retailers to locate in Porterville, primarily either on Henderson Avenue or Highway 190 commercial corridors. Near the northeast corner of Henderson Avenue/Prospect Street, construction was completed of Phase II of Porter's Crossing, including Dutch Bros. Coffee and Panda Express. The development of a new 103-room hotel (Fairfield Inn & Suites) continues to be planned for on adjacent property to the east, with further retail development proposed along Henderson Avenue to State Route 65. Although the decision by Walmart not to construct the long-planned Super Walmart at Riverwalk Phase II has significantly hampered retailer recruitment efforts within the commercial center, the developer of Riverwalk Phase I continues to pursue major retailers, with Boot Barn having opened earlier this calendar year. The development of a new hotel (Hampton Inn & Suites) is also proposed in the area on property adjacent to the existing Holiday Inn Express & Suites.

In regards to new residential housing, Smee Builders has completed significant construction of Summit Estates II, Phase II (118-unit single family), with the smaller Villas at Sierra Meadows (106-unit single family) beginning construction of Phase I (28-units). Greenvine has begun construction of Royal Oaks (191-unit single family), with Phase I (69-units) currently being constructed. San Joaquin Valley Homes completed construction of Windsor Court (80-unit single-family), and the proposed Brookside Subdivision (229-unit single-family) is scheduled to be considered for annexation at the Local Agency Formation Commission (LAFCO) meeting in July 2022. Several other proposed single-family residential development projects are currently being considered. In regard to multi-family housing, the Finca Serena affordable housing development (80-unit, including 40 permanent supportive housing units and 40 general public units) is under construction, as is the Carolita affordable housing development (68-units), and several other proposed projects are currently being considered.

Given the Supreme Court's 2018 *Wayfair* decision regarding the collection of online sales tax, as well as the tremendous growth of online sales during the pandemic, sales tax revenue forecasts for the next couple of years are expected to moderately increase. Over the past five years, the City's General Fund revenues have increased approximately 20%, from \$26.77 million in 2017-2018 to an estimated \$32.06 million in the current 2021-2022 fiscal year. As tax revenues have been moderately improving, staff has conservatively estimated General Fund revenues for the upcoming 2022-2023 fiscal year at approximately \$32.79 million, which represents a very modest 2.25% increase over the current fiscal year estimate.

Over the past five years, General Fund expenditures have increased approximately 4.8%, from \$25.85 million in 2017-2018 to an estimated \$27.10 million in the current 2021-2022 fiscal year. Expenditures for the upcoming 2022-2023 fiscal year are currently budgeted at \$31.82 million, which represents an approximate 1.55% increase over the current fiscal year, resulting in an estimated \$173,741 budget surplus after considering transfers and debt service.

General Fund Summary: 2017 – 2022

<u>Fiscal Year:</u>	<u>Revenue:</u>	<u>Expenditures:</u>	<u>Transfers:</u>	<u>Balance:</u>
2017-2018	\$26,775,712	\$25,857,092	(\$ 620,896)	\$ 297,724
2018-2019	\$28,212,158	\$27,062,006	(\$ 875,456)	\$ 274,696
2019-2020	\$28,667,785	\$28,801,011	(\$1,028,253)	(\$1,161,479)
2020-2021	\$32,230,698	\$30,294,257	\$1,579,125	\$3,515,566
2021-2022*	\$32,068,566	\$27,103,273	\$ 106,791	\$5,072,084
2022-2023**	\$32,791,294	\$31,822,817	(\$ 794,736)	\$ 173,741

* Estimate

** Proposed

Based on estimates for the fiscal year 2021-2022 ending, both the City's "Budget Stabilization" Reserve Fund (15% of annual budgeted operating expenditures; \$4.68 million) and the "Catastrophic/Emergency" Reserve Fund (10% of annual budgeted operating expenditures; \$3.12 million) are fully-funded, with current funding levels in the "Infrastructure Deferred Maintenance/Improvement" Designated Fund of \$946,000, the "Capital Construction/Improvement" Designated Fund of \$864,000, the "Facility Deferred Maintenance/Equipment Replacement" Designated Fund of \$750,000 and "Special Purposes" Reserve Fund of \$100,000. Given the accumulation of funds in the Catastrophic/Emergency Reserve Fund, it has been considered to revise the City's "Reserve and Designated Funds" Policy to establish a fixed amount (\$1 million?), allowing the surplus of funds to further fund the Budget Stabilization Reserve Fund at a higher level (20%) and/or fund one-time capital projects. Additionally, it is staff's recommendation that the City establish a "Pension Rate Stabilization" Reserve Fund and to begin making annual additional payments of \$500,000 to California Public Employees Retirement System (CalPERS) in continuing to address the City's pension unfunded actuarial liability (UAL), the payment prorated to the City's funds based upon payroll allocation.

Staff recommends the appropriation of several new positions to be paid from the General Fund this coming fiscal year at an estimated expense of \$570,000, including: Administrative Assistant (Code Enforcement), Assistant City Engineer, Chief Financial Officer, Clerical Assistant (Administration), Code Enforcement Officer (2), Information Technology Technician, and Parks Maintenance Worker II (weed abatement).

In consideration of the "Special Purposes" Reserve Fund, the Porterville Mural Committee has requested that the Council consider the appropriation of \$40,000 for the restoration of the Marching Through Time Band Mural in Centennial Park (attached). At its meeting on May 24, 2022, the Arts Commission considered the request and

recommends approval to the Council.

MEASURE H

The Measure H Expenditure Plan has been fully-implemented and is essentially in maintenance mode, with the exception that Library & Literacy expenditures have been limited in the current and past fiscal years due to the Library fire. An estimated Fund Reserve balance of \$5,025,187 exceeds the recommended fifteen percent (15%) of annual budgeted operating expenditures of \$668,650.

The Transactions and Use Tax Oversight Committee (TUTOC) recently met and had no issue with the proposed Measure H budget as presented.

MEASURE I

The Measure I Expenditure Plan continues to be implemented, with proposed total appropriation of \$18,139,759, including the Police Department (\$3.69 million), Fire Department (\$1.86 million) and local street improvements (\$7.81 million). Consistent with the additional staffing recommendations from the SART, the hiring of six additional Firefighters has begun that are initially fully-funded for the next three fiscal years by the federal SAFER grant, which Measure I is the planned funding source for the additional personnel upon the culmination of the grant funding. To accommodate the additional personnel and supporting apparatus, the expansion and modernization of the City's three fire stations are under design, with an estimated construction cost of \$3.3 million. Also consistent with the SART recommendations for improved training, the development of a commercial fire training prop and other improvements at the Fire Training Facility is recommended for appropriation (\$1.55 million). The Fire Department recommends the appropriation of an additional full-time Code Enforcement Officer (\$70,000), given the increasing workload for the Code Enforcement Division. The Police Department recommends the appropriation of a new Crime Analyst position (\$94,000), to better utilize the data that is being collected by recent technological advances to assist in predictive community policing. The revenue performance of Measure I has been better than expected, with an estimated Fund Reserve balance of approximately \$7.66 million, largely dedicated to street improvement projects currently under design.

TUTOC recently met and had no issue with the proposed Measure I budget as presented.

LOCAL STREET IMPROVEMENT PROJECTS

Approximately \$16.39 million in previously appropriated street projects are anticipated to progress to construction the coming fiscal year, including: 1) Villa Street Reconstruction – Olive Avenue to Westfield Avenue (\$5.14 million); 2) Main Street Reconstruction – Morton Avenue to Olive Avenue (\$3.44 million); 3) Newcomb Street Reconstruction – Olive Avenue to Morton Avenue (\$2.93 million); 4) Henderson Avenue Rehabilitation – Westwood Street to Patsy Street (\$2.90 million); 5) Grand Avenue Reconstruction – Henrahan Street to Plano Street (\$1.15 million); and 5) Montgomery

Avenue Reconstruction – Jaye Street to H Street (\$833,000).

Approximately \$20.03 million in previously appropriated street projects that will continue design next fiscal year include: 1) Morton Avenue Reconstruction – Westwood Street to Plano Street (\$10.92 million); 2) Date Avenue Reconstruction – Jaye Street to H Street and Kessing Street (\$3.23 million); 3) Westwood Street Reconstruction – Henderson Avenue to Westfield Avenue (\$3.09 million); 4) Union Avenue Reconstruction – Indiana Street to Jaye Street (\$2.39 million); and 6) Henry Street Reconstruction – Putnam Avenue to Cleveland Avenue (\$400,000).

Significant staff time will be spent in continued facilitation with Caltrans on the implementation of the Highway 190 Corridor Study and the immediate term interchange and intersection improvements, with TCAG Measure R “Regional” source funds. In support of the Mighty 190 local tourism promotion effort, the City is collaborating with Caltrans and TCAG on mile markers and other State Route 190 amenities, as well as partnering on a new local highway cleanup effort, with Caltrans providing \$80,000 in funding and matched by TCAG (\$42,000) and the City (\$40,000).

At its annual Priority Project and Goal Setting meeting on April 12, 2022, the Council gave direction to staff to evaluate with the Ennis family a proposed connection of Lombardi Street to Castle Avenue considerate of future development of its property. Ennis Builders has presented the attached proposed preliminary layout for the extension of Castle Avenue, which City staff has provided an initial construction estimate of \$1.55 million.

WATER ENTERPRISE

As the state has unfortunately again entered a drought cycle, significant staff time will continue to be devoted to the completion of the East Porterville Water Connection Project and the development of supporting City facilities in collaboration with State representatives, including the development of a new well (\$3.5 million). As critical supporting components of the Eagle Mountain Casino relocation project to the Airport area, City staff is overseeing the development of a tertiary treatment recycled water facility (\$15 million) and storm drain/recharge basin (\$14 million) on City properties – with State Senator Hurtado’s support, the City did receive notification of \$2.7 million in grant-funding assistance from Assembly Bill 74 (AB 74) for the tertiary treatment facility. Technological upgrades to the City’s Supervisory Control and Data Acquisition (SCADA) system (\$2.5 million) and transition to a water meter fixed network data collection system (\$5 million) are being planned for the upcoming fiscal year. In continued efforts toward meeting Sustainable Groundwater Management Act (SGMA) regulations, significant staff time will also be spent in toward the development of several surface water recharge basins. On October 1, 2020, the City implemented the final scheduled rate increase of a five-year implementation plan, which a new water rate study is underway for presentation to and direction from the Council during the coming fiscal year. By its direction as an eligible “restricted” expenditure, the Council has prioritized the use of ARPA funds in support of water projects.

SEWER ENTERPRISE

Significant staff time will be spent in the design of extending sewer lines into former unincorporated areas annexed into the city and lacking sewer infrastructure, with an estimated project cost of \$15 million to serve over 1,100 properties. A sewer rate study is underway for presentation to and direction from the Council during the coming fiscal year.

REFUSE ENTERPRISE

Due to increased costs of recycling due to the lack of recycling markets, as well as increasing State organic recycling regulations, the refuse enterprise had a \$308,664 deficit for the prior 2020-2021 fiscal year, with a projected \$208,581 deficit for the current 2021-2022 fiscal year and a projected \$362,568 deficit for the upcoming 2022-2023 fiscal year. The Refuse Fund currently has an estimated \$4.3 million reserve after a \$200,000 transfer this current fiscal year and another \$300,000 in the next fiscal year, which a refuse rate study is underway for presentation to and direction from the Council during the coming fiscal year.

“OTHER” MAJOR CAPITAL PROJECTS

Significant capital projects anticipated for construction in the upcoming 2022-2023 fiscal year include: 1) Community Recreation Center (\$11 million); 2) Butterfield Stage Corridor Improvements (\$8.55 million); 3) Downtown Animal Shelter Facility improvements (\$7 million); 4) Airport Taxiway Rehabilitation (\$5.46 million); 5) Rails-To-Trails Corridor Improvements (\$3.6 million); 6) Tule River Parkway – Phase III Construction (\$1.99 million); 7) Veterans Park Trail – Phase II Construction (\$1.84 million); 8) Mini-Pitch Multi-Use Sports Complex (\$1.76 million); 9) Hockett Street Public Parking Lot (\$500,000); 10) City Hall Americans with Disability Act (ADA) Improvements (\$200,000); and 11) Skate Park Improvements (\$180,000).

In summary, the Preliminary Budget proposed for the upcoming 2022-2023 fiscal year represents the significant activities planned to continue to improve our community, even during a challenging economic environment. Toward ensuring that the City's planned revenues and spending remain in balance, it is recommended that the Council continue its regular quarterly budget review.

Sincerely,

John D. Lollis
City Manager

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022 – 2023**

GENERAL FUND

The General Fund was established by the original Charter of the City. Activities financed from this fund include legislative, administrative, legal and fiscal functions; police and fire protection services; planning and community promotion, engineering and construction safety, inspection, and regulation services; street and storm drain maintenance and traffic safety services; and parks, recreational, and library services. The primary sources of revenue for this fund include property tax, sales tax, utility users tax, and charges for services.

The projects proposed for fiscal year 2022-2023 total \$5,644,821 and include the following:

	<u>Appropriation</u>
ADA playground wood fiber	\$ 25,000
Animal shelter	1,800,000
City Hall mechanical screening	25,000
City Hall painting and rehab (inside)	50,000
City Hall roof replacement	290,000
Development ordinance update	160,000
Housing element update	325,000
Murry Park pavilion 2 renovations	30,000
Murry Park pool replaster	70,000
New library	2,500,000
Putnam property improvements	300,000
Sports complex lighting	61,821
Records management digitization	<u>8,000</u>
Total	\$ <u><u>5,644,821</u></u>

CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023
GENERAL FUND SUMMARY

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Revenues from:				
Property Taxes	\$ 7,972,417	\$ 8,083,000	\$ 8,269,887	\$ 8,373,700
Sales and Use Taxes	7,445,539	6,771,812	8,142,065	8,361,626
Utility Users Taxes	4,251,538	4,000,000	4,602,955	4,600,000
Other Taxes	3,257,137	3,016,134	3,454,603	3,421,134
Permits	815,028	632,100	824,468	761,300
Other agencies	1,060,630	322,000	305,341	257,538
Invested assets	214,851	397,414	363,444	304,000
Fines	35,541	22,200	36,497	32,500
Charges for services	5,011,240	4,875,590	5,358,203	6,272,391
Insurance proceeds - Library	2,074,125	1,340,000	633,988	336,105
Other revenues	92,652	59,000	77,115	71,000
Total operating revenues	32,230,698	29,519,250	32,068,566	32,791,294
Appropriations for:				
Legislation	3,243,657	2,027,837	1,017,710	889,974
Administration	832,845	877,816	884,532	1,077,660
City Attorney	140,734	225,000	139,023	225,000
Finance	1,534,138	1,818,673	1,642,556	2,201,198
Police Services	10,434,436	11,023,315	9,328,349	10,958,716
Fire Services	4,224,093	4,078,865	4,422,194	4,661,381
Community/Economic Development	943,531	1,082,653	936,806	1,235,826
Engineering & Project Management	1,480,760	1,553,852	1,476,506	1,687,371
Public Works	1,494,418	1,528,639	1,528,780	1,548,181
Parks and Leisure Services	5,942,223	7,092,945	5,711,298	7,301,004
Parks and Leisure Services - grant prog	23,422	24,775	15,519	36,506
Total departmental expenditures	30,294,257	31,334,370	27,103,273	31,822,817
Revenue over (under) expenditures	1,936,441	(1,815,120)	4,965,293	968,477
Other financing sources (uses):				
Transfers:				
American Rescue Plan Act Grant	9,566	2,000,000	-	-
Special Gas Tax	1,085,377	1,054,745	1,087,423	1,085,928
Community Development Block Grant	-	100,000	-	96,217
Traffic Safety Fund	107,393	100,200	112,235	100,200
Transportation Development	150,000	150,000	150,000	150,000
Park Development	125,800	93,828	193,086	118,264
Building Construction Fund	2,298	1,000	1,500	1,000
Zalud Estate support	(10,000)	(10,000)	(10,000)	(10,000)
Golf Support	(69,000)	(69,000)	(69,000)	(69,000)
Other Transfers	(118,900)	-	-	-
Net transfers	1,282,534	3,420,773	1,465,244	1,472,609
Capital grants / donations / sale of land	-	-	-	2,021,821
GF reserve / designated funds	139,844	375,000	320,000	440,000
Restricted Fund Balance	2,074,125	211,821	633,988	2,800,000
Special Purpose Reserve	2,940	100,000	15,000	100,000
Capital Outlay	(246,133)	(476,821)	(755,098)	(5,644,821)
Debt Service	(1,674,185)	(1,634,345)	(1,572,343)	(1,634,345)
CalPERS UAL discretionary payment	-	-	-	(350,000)
Total other financing sources (uses)	1,579,125	1,996,428	106,791	(794,736)
Net Resources / (Appropriations)	\$ 3,515,566	\$ 181,308	\$ 5,072,084	\$ 173,741

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GENERAL FUND REVENUE ESTIMATES

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
Property taxes				
Current Secured	\$ 3,217,220	\$ 3,334,000	\$ 3,363,967	\$ 3,500,700
Current Unsecured	182,470	184,000	208,000	208,000
Prior Secured/Unsecured	77,349	65,000	59,095	65,000
In lieu of VLF	4,495,378	4,500,000	4,638,825	4,600,000
Total	7,972,417	8,083,000	8,269,887	8,373,700
Other taxes				
Sales & use tax	7,445,539	6,771,812	8,142,065	8,361,626
Utility Users tax	4,251,538	4,000,000	4,602,955	4,600,000
Transient occupancy tax	764,374	575,000	840,811	840,000
Property transfer tax	111,485	105,000	122,634	120,000
Franchises	658,835	650,000	667,930	660,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	289,986	260,000	318,985	300,000
Business license tax	431,323	425,000	503,109	500,000
Total	14,954,214	13,787,946	16,199,623	16,382,760
Permits				
Building permits	361,176	300,000	310,085	300,000
Plumbing permits	244,823	170,000	282,175	250,000
Electrical permits	196,193	150,000	220,714	200,000
Other permits	12,836	12,100	11,494	11,300
Total	815,028	632,100	824,468	761,300
Revenue from Other Agencies				
Vehicle license fees in excess	43,753	43,000	68,820	68,000
Sales tax - Measure R (Alt)	-	100,000	-	-
Homeowners tax exemption	22,863	24,000	21,716	22,000
State & Federal operating grants	931,440	125,000	197,216	137,538
State Reimbursements	62,574	30,000	17,589	30,000
Total	1,060,630	322,000	305,341	257,538
Use of money & property				
Investment income	85,884	175,000	234,066	175,000
Rental income	128,967	222,414	129,378	129,000
Total	214,851	397,414	363,444	304,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GENERAL FUND REVENUE ESTIMATES

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Fines & forfeitures				
Parking fines	13,930	8,000	18,031	15,000
Vehicle code fines	3,158	2,200	2,508	2,500
Other fines	18,453	12,000	15,958	15,000
Total	35,541	22,200	36,497	32,500
Charges for services				
Planning & zoning fees	69,386	60,000	29,315	30,000
Engineering & inspection fees	110,491	63,500	96,320	93,000
Police services	222,320	363,000	181,707	351,500
Fire services	(1,708)	26,500	105,610	40,500
Library services	537	10,000	123	10,000
Recreation facility rentals	57,634	35,500	59,698	55,000
Recreation program revenues	1,956,770	1,887,000	2,097,212	3,003,755
Senior program revenues	-	-	-	-
Swimming fees	35,277	8,500	40,221	40,000
Passport services	16,091	12,500	32,081	35,000
Interfund services	2,527,067	2,400,000	2,680,174	2,600,000
Other service charges	17,375	9,090	35,742	13,636
Total	5,011,240	4,875,590	5,358,203	6,272,391
Insurance proceeds - Library	2,074,125	1,340,000	633,988	336,105
Other revenues	92,652	59,000	77,115	71,000
TOTAL GENERAL FUND	32,230,698	29,519,250	32,068,566	32,791,294

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GENERAL FUND EXPENDITURE ESTIMATES

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
LEGISLATIVE				
City Council	\$ 89,842	\$ 122,917	\$ 108,643	\$ 122,917
- Reserves / Designated Funds	139,844	295,000	15,469	100,000
Community Promotion	153,664	269,920	259,610	330,952
Emergency Operations - Library Fire	2,074,125	1,340,000	633,988	336,105
Emergency Operations - COVID-19	786,182	-	-	-
Total	<u>3,243,657</u>	<u>2,027,837</u>	<u>1,017,710</u>	<u>889,974</u>
ADMINISTRATIVE				
City Manager	321,330	338,118	365,349	398,209
City Clerk	204,970	230,830	205,914	243,704
Human Resources	306,545	308,868	313,269	435,747
Total	<u>832,845</u>	<u>877,816</u>	<u>884,532</u>	<u>1,077,660</u>
CITY ATTORNEY	<u>140,734</u>	<u>225,000</u>	<u>139,023</u>	<u>225,000</u>
FINANCE				
General Accounting	533,418	559,644	547,247	792,089
Information Technology Services	399,190	523,625	479,644	683,476
General Services	293,129	337,510	265,407	323,154
Utility Billing	308,401	397,894	350,258	402,479
Total	<u>1,534,138</u>	<u>1,818,673</u>	<u>1,642,556</u>	<u>2,201,198</u>
POLICE SERVICES	<u>10,434,436</u>	<u>11,023,315</u>	<u>9,328,349</u>	<u>10,958,716</u>
FIRE SERVICE	<u>4,224,093</u>	<u>4,078,865</u>	<u>4,422,194</u>	<u>4,661,381</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GENERAL FUND EXPENDITURE ESTIMATES

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
LEGISLATIVE				
City Council	\$ 89,842	\$ 122,917	\$ 108,643	\$ 122,917
- Reserves / Designated Funds	139,844	295,000	15,469	100,000
Community Promotion	153,664	269,920	259,610	330,952
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Emergency Operations - COVID-19	786,182	-	-	-
Total	<u>3,243,657</u>	<u>2,027,837</u>	<u>1,017,710</u>	<u>889,974</u>
ADMINISTRATIVE				
City Manager	321,330	338,118	365,349	398,209
City Clerk	204,970	230,830	205,914	243,704
Human Resources	306,545	308,868	313,269	435,747
Total	<u>832,845</u>	<u>877,816</u>	<u>884,532</u>	<u>1,077,660</u>
CITY ATTORNEY	<u>140,734</u>	<u>225,000</u>	<u>139,023</u>	<u>225,000</u>
FINANCE				
General Accounting	533,418	559,644	547,247	792,089
Information Technology Services	399,190	523,625	479,644	683,476
General Services	293,129	337,510	265,407	323,154
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**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GENERAL FUND EXPENDITURE ESTIMATES

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
COMMUNITY DEVELOPMENT				
Planning	650,769	685,514	620,643	742,784
Economic Development	292,762	397,139	316,163	493,042
Total	943,531	1,082,653	936,806	1,235,826
ENGINEERING & PROJECT MANAGEMENT	1,480,760	1,553,852	1,476,506	1,687,371
PUBLIC WORKS				
Street Maintenance	480,297	517,194	554,365	546,410
Traffic Control	277,865	318,999	251,133	301,459
Street Lighting	605,083	537,551	533,058	539,518
Storm Drain Maintenance	63,543	90,344	111,805	92,585
Parking Lot Maintenance	67,630	64,551	78,419	68,209
Total	1,494,418	1,528,639	1,528,780	1,548,181
PARKS & LEISURE SERVICES				
Parks Maintenance	2,734,097	2,724,586	2,615,695	2,858,671
Community Centers	13,953	-	293	-
Leisure Services	2,401,465	3,282,958	2,416,331	3,346,277
Swimming Pool	167,907	173,950	157,225	173,950
Youth Center	-	100,000	-	96,217
Library	624,801	811,451	521,754	825,889
Subtotal	5,942,223	7,092,945	5,711,298	7,301,004
Grant-funded Parks programs	23,422	24,775	15,519	36,506
Total	5,965,645	7,117,720	5,726,817	7,337,510
TOTAL GENERAL FUND	\$ 30,294,257	\$ 31,334,370	\$ 27,103,273	\$ 31,822,817

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 1,727,785	\$ 1,973,901	\$ 2,787,024	\$ 4,022,257
Add:				
Revenues from:				
Sales tax - Measure H	4,906,981	4,423,052	5,220,927	5,434,597
Interest income	11,037	10,000	20,720	20,000
Police services	30,156	1,000	1,581	3,000
Contributions	-	-	3,000	3,000
Total	4,948,174	4,434,052	5,246,228	5,460,597
Less:				
Appropriations for:				
Police services	1,720,961	1,873,921	1,696,579	1,913,032
Fire services	1,653,026	1,612,114	1,759,876	1,737,556
Public Safety Station	48,180	158,000	171,955	176,000
Library & literacy	298,419	597,099	366,605	631,079
Total	3,720,586	4,241,134	3,995,015	4,457,667
Capital projects				
Animal shelter	168,349	-	15,980	-
Total	168,349	-	15,980	-
Available balance, end of year	\$ 2,787,024	\$ 2,166,819	\$ 4,022,257	\$ 5,025,187

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

MEASURE I SALES TAX FUND

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 7,435,614	\$ 10,332,386	\$ 11,315,218	\$ 15,585,002
Add:				
Revenues from:				
Sales tax - Measure I	9,868,321	8,846,104	10,220,050	10,639,776
Interest income	115,283	75,000	102,717	100,000
Police services	29,765	2,000	2,000	2,000
Total	10,013,369	8,923,104	10,324,767	10,741,776
Less:				
Appropriations for:				
Police services	3,345,480	3,264,918	3,670,583	3,696,893
- PD evidence storage facility	14,354	131,500	160,000	-
Fire services	1,104,206	1,330,556	1,701,803	1,869,525
- Emergency response vehicle retrofit	-	65,000	-	65,000
- Fire Stations remodel	-	-	-	3,300,000
- Training facility improvemnets	-	-	-	1,550,000
Streets maintenance	45,791	295,410	107,597	314,632
Litter abatement program	-	-	-	50,000
Total	4,509,831	5,087,384	5,639,983	10,846,050
Appropriations for streets program:				
AC pavement repair and overlay program	197,420	500,000	300,000	500,000
Butterfield Corridor - W N Grand to PC (CGS)	-	-	-	400,000
Grand Ave reconstruction - 4th to Plano - design	46,770	166,134	20,000	148,143
Grand Ave reconstruction - Plano to Leggett	-	250,000	-	-
Henderson Ave reconstruction - 2nd to Plano	759,223	-	-	-
Montgomery Ave reconstruction - Jaye to H	2,715	832,855	5,000	827,603
Morton Ave reconstruction - design	-	150,000	-	150,000
N Kessing St asphalt pavement improvements	14,904	-	-	-
Newcomb - Putnam/Tomah concrete improvements	-	400,000	-	400,000
Pavement management program	225,860	30,000	30,000	130,000
Sidewalk and ADA improvements	-	400,000	-	400,000
Street median rehabilitation	14,805	50,000	10,000	50,000
Union Ave reconstruction - environmental/row acquis	14,873	89,235	20,000	345,000
Villa Street reconstruction - Olive to Henderson	31,833	2,960,766	30,000	3,907,500
Villa Street reconstruction - Westfield to 650' South	-	-	-	555,000
Villa Street improvements (Nupchi Xo'Oy)	315,531	-	-	-
Total	1,623,934	5,828,990	415,000	7,813,246
Available balance, end of year	\$ 11,315,218	\$ 8,339,116	\$ 15,585,002	\$ 7,667,482

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

AMERICAN RESCUE PLAN ACT

	2020-2021 Actual	2021-2022		2022-2023 Estimate
		Original Estimate	Revised Estimate	
Available balance, beginning of year	\$ -	\$ -	\$ 64,359	\$ -
Add:				
Revenues from:				
Federal grant - ARPA	9,566	-	3,105,892	10,663,000
Interest income	64,359	-	84,000	150,000
Total	73,925	-	3,189,892	10,813,000
Less:				
Appropriations for:				
Public health	9,566	-	2,800,000	-
- Social worker	-	-	-	73,000
- Homeless outreach vehicle	-	-	-	70,000
- PD dispatch computer consoles	-	-	-	400,000
- Technology infrastructure upgrades	-	-	-	1,170,000
Premium pay	-	-	434,940	-
Revenue replacement	-	-	3,331	-
- Animal shelter	-	-	-	4,850,000
- Sports complex lighted baseball fields	-	-	-	1,000,000
- Hayes Field lights	-	-	-	750,000
Water infrastructure				
- SCADA system upgrade	-	-	-	2,500,000
Total	9,566	-	3,238,271	10,813,000
Available balance, end of year	\$ 64,359	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

SPECIAL GAS TAX FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,797,137	\$ 2,444,028	\$ 2,288,995	\$ 3,361,503
Add:				
Revenues from:				
State Gas Tax, Section 2105	303,922	346,869	352,340	384,343
State Gas Tax, Section 2107	411,258	441,418	480,163	525,074
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	170,249	189,031	191,213	208,486
State Gas Tax, Section 2103	398,002	532,331	505,166	586,714
RMRA - SB1	1,105,917	1,177,763	1,233,864	1,357,901
Grants	919,714	1,503,435	676,015	1,662,420
Interest income	8,156	20,000	33,670	25,000
Total	3,324,718	4,218,347	3,479,931	4,757,438
Less:				
Appropriations for:				
Capital projects	1,747,483	5,382,022	1,320,000	5,661,007
Total	1,747,483	5,382,022	1,320,000	5,661,007
Transfers to General Fund for:				
Street Maintenance	480,297	546,410	554,365	546,410
Street Lighting	605,080	539,518	533,058	539,518
Total	1,085,377	1,085,928	1,087,423	1,085,928
Available balance, end of year	\$ 2,288,995	\$ 194,425	\$ 3,361,503	\$ 1,372,006

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 12,083,071	\$ 15,162,963	\$ 9,086,084	\$ 11,609,759
Add:				
Revenues from:				
State Gas Tax, Section 325	2,408,704	2,500,000	3,800,000	2,500,000
Sales Tax - Measure R - Local	1,321,391	1,200,000	1,584,358	1,500,000
Sales Tax - Measure R - Regional	-	10,375,000	-	10,660,000
Sales Tax - Measure R - Alternative	-	2,822,488	-	3,074,511
Grants	21,119	-	-	15,035,441
Interest income	44,605	125,000	80,000	80,000
Total	3,795,819	17,022,488	5,464,358	32,849,952
Less:				
Appropriations for:				
Capital projects - LTF	5,799,834	4,954,315	1,445,733	7,796,677
Capital projects - grants	21,119	-	-	15,035,441
Capital projects - Measure R - Local	971,853	3,063,985	1,453,950	5,718,000
Capital projects - Measure R - Regional	-	10,375,000	1,000	10,660,000
Capital projects - Measure R - Alternative	-	2,822,488	40,000	3,074,511
Total	6,792,806	21,215,788	2,940,683	42,284,629
Less:				
Transfer to Measure I - streets program	-	-	-	-
Available balance, end of year	\$ 9,086,084	\$ 10,969,663	\$ 11,609,759	\$ 2,175,082

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

TRAFFIC SAFETY FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 15,545	\$ -	\$ 12,035	\$ -
Add:				
Revenues from:				
Interest Income	302	200	200	200
Vehicle Code Fines	103,581	100,000	100,000	100,000
Total	103,883	100,200	100,200	100,200
Less:				
Transfers to General Fund for:				
Street Maintenance	107,393	100,200	112,235	100,200
Total	107,393	100,200	112,235	100,200
Available balance, end of year	\$ 12,035	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

ZALUD ESTATE FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 46,005	\$ 47,136	\$ 41,491	\$ 37,172
Add:				
Revenues from:				
Interest income	(133)	500	285	250
User fees	1,584	4,700	5,045	4,900
Grants	-	-	14,094	-
Other income	61	650	385	500
Total	1,512	5,850	19,809	5,650
Transfers from:				
General Fund	10,000	10,000	10,000	10,000
Total Revenues and Transfers	11,512	15,850	29,809	15,650
Less:				
Appropriations for:				
Operations	16,026	18,855	34,128	31,855
Total	16,026	18,855	34,128	31,855
Available balance, end of year	\$ 41,491	\$ 44,131	\$ 37,172	\$ 20,967

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 581,787	\$ 401,654	\$ 655,107	\$ 1,028,154
Add:				
Revenues from:				
State grants	-	742,754	342,754	932,745
Federal grants	1,529,394	1,249,072	998,343	868,243
Interest income	50,183	30,000	67,014	50,000
Program Income/Other	464,014	300	650,576	500,500
Total	2,043,591	2,022,126	2,058,687	2,351,488
Less:				
Appropriations for:				
Operations	196,332	209,054	197,101	190,459
Loans	1,118,946	793,438	400,000	700,000
Programs/Capital	358,458	889,334	797,915	2,004,771
Subtotal	1,673,736	1,891,826	1,395,016	2,895,230
Debt service	296,535	-	290,624	-
Total	1,970,271	1,891,826	1,685,640	2,895,230
Transfer to:				
General Fund for Youth Center	-	100,000	-	96,217
Total Appropriations and Transfers	1,970,271	1,991,826	1,685,640	2,991,447
Available balance, end of year	\$ 655,107	\$ 431,954	\$ 1,028,154	\$ 388,195

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

SPECIAL SAFETY GRANTS

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 187,312	\$ 144,028	\$ 190,189	\$ 83,538
Add:				
Revenues from:				
State grants	156,727	176,284	162,577	165,000
Federal grants	83,166	120,500	63,080	614,539
Other grants	33,826	-	-	-
Interest income	2,241	2,000	1,610	1,500
Other income	640	1,000	407	500
Total	276,600	299,784	227,674	781,539
Less:				
Appropriations for:				
Police services	273,723	397,067	235,537	311,514
Fire services	-	-	98,788	481,539
Children Zone (HCZ model)	-	496	-	496
Total	273,723	397,563	334,325	793,549
Available balance, end of year	\$ 190,189	\$ 46,249	\$ 83,538	\$ 71,528

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

SEWER OPERATING FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 2,487,070	\$ 2,186,973	\$ 2,148,502	\$ 1,134,338
Add:				
Revenues from:				
Property assessments	245,788	249,471	241,474	248,027
Interest income	32,257	30,000	16,664	15,000
Rental income	107,399	112,596	83,072	101,830
Sewer user fees	6,387,360	6,302,566	6,511,868	6,511,868
Tank dumping charges	60,901	53,724	62,891	60,000
Laboratory fees	363,949	375,700	341,175	345,000
Other revenues	17,949	17,288	11,590	97,200
Total Revenues	7,215,603	7,141,345	7,268,734	7,378,925
Less:				
Appropriations for:				
Collection system expenses	1,857,885	2,264,274	2,062,059	2,123,822
Treatment plant expense	3,462,689	3,655,665	3,487,238	4,085,638
Industrial monitoring	64,613	134,828	71,307	128,400
Laboratory	471,224	474,990	449,909	482,400
Subtotal	5,856,411	6,529,757	6,070,513	6,820,260
Debt service principal	1,097,760	1,212,385	1,212,385	1,328,178
Total Appropriations	6,954,171	7,742,142	7,282,898	8,148,438
Less:				
Transfers to:				
Sewer revolving fund	300,000	500,000	500,000	-
Wastewater Treatment Capital Reserve	300,000	500,000	500,000	-
Total Transfers	600,000	1,000,000	1,000,000	-
Available balance, end of year	\$ 2,148,502	\$ 586,176	\$ 1,134,338	\$ 364,825

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

SEWER REVOLVING FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 7,143,866	\$ 7,770,170	\$ 7,591,435	\$ 8,504,075
Add:				
Revenues from:				
Interest income	(6,309)	100,000	75,000	75,000
Service fees	39,236	38,732	40,000	40,000
Development fees	187,647	173,776	105,000	105,000
Interdepartmental service charges	182,712	182,713	182,898	182,898
Depreciation reserve	45,000	45,000	45,000	45,000
COP financing	126,943	10,758,018	300,000	13,250,000
Total	575,229	11,298,239	747,898	13,697,898
Add:				
Transfer from:				
Sewer operating fund	300,000	500,000	500,000	-
Total	300,000	500,000	500,000	-
Less:				
Appropriations for:				
Equipment replacement	-	80,900	35,258	90,000
Capital projects	427,660	13,606,027	300,000	18,239,760
Total	427,660	13,686,927	335,258	18,329,760
Available balance, end of year	7,591,435	5,881,482	8,504,075	3,872,213
Less:				
Equipment replacement fund	1,007,939	1,067,860	1,165,579	1,740,392
Available for capital projects	\$ 6,583,496	\$ 4,813,622	\$ 7,338,496	\$ 2,131,821

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 7,941,524	\$ 9,077,796	\$ 8,535,381	\$ 9,136,507
Add:				
Revenues from:				
Interest income	33,861	100,000	80,000	80,000
Development fees	665,990	655,500	950,000	700,000
Interdepartmental service charges	79,872	79,871	82,502	87,204
Depreciation reserve	125,000	125,000	125,000	125,000
Total	904,723	960,371	1,237,502	992,204
Add:				
Transfer from:				
Sewer operating fund	300,000	500,000	500,000	-
Water revolving fund	110,000	-	-	-
Total	410,000	500,000	500,000	-
Less:				
Appropriations for:				
Equipment replacement	-	45,000	98,465	-
Capital projects	720,866	5,839,965	1,037,911	5,990,000
Total	720,866	5,884,965	1,136,376	5,990,000
Available balance, end of year	8,535,381	4,653,202	9,136,507	4,138,711
Less:				
Equipment replacement fund	480,369	471,302	533,615	506,519
Available for capital projects	\$ 8,055,012	\$ 4,181,900	\$ 8,602,892	\$ 3,632,192

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

SOLID WASTE FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 173,053	\$ 877,667	\$ 864,389	\$ 855,808
Add:				
Revenues from:				
State grants	14,942	20,000	19,360	35,000
Residential charges	3,236,655	3,153,651	3,306,465	3,307,525
Commercial charges	2,479,869	2,413,768	2,568,492	2,577,905
Roll-Off charges	612,227	545,829	665,973	649,140
Recycling charges	1,147	1,375	1,351	1,351
Other revenues	11,681	16,243	11,999	65,545
Total	6,356,521	6,150,866	6,573,640	6,636,466
Less:				
Appropriations for:				
Refuse collection	4,550,800	4,717,814	4,674,396	4,824,004
Green waste program	928,292	934,718	895,288	921,900
Street sweeping	257,126	259,388	252,328	255,250
Curbside recycling	522,966	503,418	512,491	531,480
Waste recycling	312,282	327,741	346,262	360,800
Graffiti removal	93,719	103,821	101,456	105,600
Total	6,665,185	6,846,900	6,782,221	6,999,034
Add:				
Transfers from:				
Solid Waste Capital Reserve Fund	1,000,000	500,000	200,000	300,000
Total Transfers	1,000,000	500,000	200,000	300,000
Available balance, end of year	\$ 864,389	\$ 681,633	\$ 855,808	\$ 793,240

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

SOLID WASTE CAPITAL RESERVE FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 6,961,213	\$ 6,265,449	\$ 6,279,331	\$ 6,664,193
Add:				
Revenues				
Federal/State grants	800,982	-	-	70,000
Interest income	12,960	90,000	54,678	50,000
Interdepartmental service charges	833,442	833,442	833,070	833,070
Total	1,647,384	923,442	887,748	953,070
Less:				
Appropriations for:				
Equipment	1,174,020	2,145,000	276,553	2,230,000
Capital projects	155,246	401,333	26,333	760,000
Total	1,329,266	2,546,333	302,886	2,990,000
Less:				
Transfer to:				
Solid Waste Fund	1,000,000	500,000	200,000	300,000
Total	1,000,000	500,000	200,000	300,000
Available balance, end of year	\$ 6,279,331	\$ 4,142,558	\$ 6,664,193	\$ 4,327,263

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

AIRPORT OPERATING FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 2,938,332	\$ 3,296,466	\$ 3,662,814	\$ 4,139,369
Add:				
Revenues from:				
Interest income	47,596	40,000	40,000	40,000
State grants	10,000	10,000	10,000	10,000
Federal grants	30,000	-	45,000	-
Rental income	261,046	165,997	276,934	280,300
Concessions	3,065	7,356	15,105	15,500
Fueling operations	1,597,742	1,255,000	1,636,065	1,630,000
Service fees	100,378	50,600	103,107	100,600
Other revenues	4,678	4,600	4,933	5,100
Total	2,054,505	1,533,553	2,131,144	2,081,500
Less:				
Appropriations for:				
Operations	1,330,023	1,407,844	1,654,589	1,737,875
Capital	-	150,000	-	30,000
Total	1,330,023	1,557,844	1,654,589	1,767,875
Less:				
Transfers to:				
Airport Development Fund	-	-	-	402,398
Total Transfers	-	-	-	402,398
Available balance, end of year	\$ 3,662,814	\$ 3,272,175	\$ 4,139,369	\$ 4,050,596

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 371,466	\$ 342,993	\$ 370,550	\$ 447,626
Add:				
Revenues from:				
Interest income	(23,995)	4,000	3,747	1,000
State grants	49,170	-	-	245,700
Federal grants	162,896	270,000	48,132	4,914,000
Interdepartmental service charges	84,186	84,186	84,186	96,186
Other revenues	-	-	1,011	-
Total	272,257	358,186	137,076	5,256,886
Add:				
Transfer from:				
Airport operating fund	-	-	-	402,398
Less:				
Appropriations for:				
Equipment	-	-	-	260,000
Capital projects	273,173	286,500	60,000	5,610,000
Total	273,173	286,500	60,000	5,870,000
Available balance, end of year	370,550	414,679	447,626	236,910
Less:				
Equipment replacement fund	311,027	399,220	399,724	236,910
Available for capital projects	\$ 59,523	\$ 15,459	\$ 47,902	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GOLF COURSE FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ <u>(1,717,890)</u>	\$ <u>(1,870,960)</u>	\$ <u>(1,880,514)</u>	\$ <u>(2,086,264)</u>
Add:				
Revenues from:				
Daily green fees	113,385	85,000	101,335	100,000
Membership Fees	27,100	28,000	29,760	30,000
Cart rentals	119,708	80,000	97,848	90,000
Other revenues	<u>740</u>	<u>800</u>	<u>935</u>	<u>900</u>
Total	<u>260,933</u>	<u>193,800</u>	<u>229,878</u>	<u>220,900</u>
Transfers from:				
General Fund	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>
Total Revenues and Transfers	<u>329,933</u>	<u>262,800</u>	<u>298,878</u>	<u>289,900</u>
Less:				
Appropriations for:				
Operations	<u>492,557</u>	<u>460,151</u>	<u>504,628</u>	<u>500,496</u>
Total	<u>492,557</u>	<u>460,151</u>	<u>504,628</u>	<u>500,496</u>
Available balance, end of year	\$ <u><u>(1,880,514)</u></u>	\$ <u><u>(2,068,311)</u></u>	\$ <u><u>(2,086,264)</u></u>	\$ <u><u>(2,296,860)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GOLF COURSE REPLACEMENT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 206,474	\$ 246,813	\$ 258,990	\$ 302,402
Add:				
Revenues from:				
Interest income	845	3,000	2,700	2,500
Interdepartmental service charges	51,408	51,408	51,408	51,408
Other revenues	263	-	150	-
Total	52,516	54,408	54,258	53,908
Less:				
Appropriations for:				
Equipment replacement	-	-	10,846	145,000
Total	-	-	10,846	145,000
Available balance, end of year	\$ 258,990	\$ 301,221	\$ 302,402	\$ 211,310

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

WATER OPERATING FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 1,857,981	\$ 3,058,416	\$ 2,880,095	\$ 2,451,331
Add:				
Revenues from:				
Interest income	68,735	70,000	44,966	40,000
Water sales	12,949,264	12,869,254	12,812,693	13,073,738
Service fees	36,694	32,652	20,072	22,267
Other revenues	23,983	13,374	21,276	110,000
Total	13,078,676	12,985,280	12,899,007	13,246,005
Less:				
Appropriations for:				
Operations	5,950,208	6,538,176	7,043,830	7,946,982
Meter Reading	349,669	366,400	354,852	366,600
Water Quality Assurance	514,269	626,800	519,592	564,800
Hydrant Testing	3,420	573,000	170,501	576,500
Subtotal	6,817,566	8,104,376	8,088,775	9,454,882
Debt service principal	238,996	677,458	238,996	677,458
Total	7,056,562	8,781,834	8,327,771	10,132,340
Less:				
Transfers to:				
Water Replacement Fund	5,000,000	5,000,000	5,000,000	5,000,000
Total Transfers	5,000,000	5,000,000	5,000,000	5,000,000
Available balance, end of year	\$ 2,880,095	\$ 2,261,862	\$ 2,451,331	\$ 564,996

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

WATER REPLACEMENT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 18,991,261	\$ 22,730,224	\$ 24,435,575	\$ 16,001,957
Add:				
Revenues from:				
Federal & State grants	1,817,901	13,354,656	1,395,000	3,575,000
Interest income	76,799	230,000	179,103	180,000
Service fees	20,814	22,042	25,387	25,000
Development fees	332,954	300,000	328,330	200,000
Interdepartmental service charges	404,460	404,461	404,833	404,838
Depreciation reserve	155,162	155,162	155,162	155,162
COP financing	-	29,000,000	3,000,000	26,000,000
Other revenue	3,223	-	-	-
Total	2,811,313	43,466,321	5,487,815	30,540,000
Add:				
Transfer from:				
Water Operating Fund	5,000,000	5,000,000	5,000,000	5,000,000
Total	5,000,000	5,000,000	5,000,000	5,000,000
Less:				
Appropriations for:				
Equipment replacement	-	98,000	459,873	90,000
Capital projects	2,366,999	18,223,109	4,100,000	31,193,110
Capital projects - bond proceeds	-	29,000,000	13,254,560	10,370,440
Capital projects - grants	-	13,354,656	1,107,000	3,575,000
Total	2,366,999	60,675,765	18,921,433	45,228,550
Available balance, end of year	24,435,575	10,520,780	16,001,957	6,313,407
Less:				
Equipment replacement fund	2,759,526	2,972,168	2,732,486	3,075,524
Available for capital projects	\$ 21,676,049	\$ 7,548,612	\$ 13,269,471	\$ 3,237,883

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

GENERAL GOVERNMENT - DEBT SERVICE FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,015,570	\$ 1,027,418	\$ 1,063,922	\$ 1,063,922
Add:				
Revenues from:				
Interest income	70	-	-	-
Interdepartmental service charges	609,888	-	-	-
Other revenues	35,869	-	-	-
Total	645,827	-	-	-
Less:				
Appropriations for:				
Administrative expense	3,700	1,350	1,500	1,700
Debt redemption	2,267,960	1,632,995	1,570,843	1,596,469
Total	2,271,660	1,634,345	1,572,343	1,598,169
Other financing sources (uses):				
Transfers from General Fund	1,674,185	1,634,345	1,572,343	1,634,345
Total	1,674,185	1,634,345	1,572,343	1,634,345
Available balance, end of year	\$ 1,063,922	\$ 1,027,418	\$ 1,063,922	\$ 1,100,098

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

RISK MANAGEMENT

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,573,799	\$ 1,591,803	\$ 824,197	\$ (1,109,619)
Add:				
Revenues from:				
Interest income	(10,990)	10,000	-	-
Liability Program	514,916	514,916	621,116	621,116
Health and Life	5,189,858	5,175,000	5,058,035	5,100,000
Unemployment	121,130	120,000	124,029	125,000
Worker's Comp	1,411,309	1,450,000	1,498,439	1,500,000
Automobile/Property	178,110	175,000	188,949	186,000
Other revenues	942	800	901	900
Total Revenues	7,405,275	7,445,716	7,491,469	7,533,016
Less:				
Appropriations for:				
Liability Program	821,294	884,638	918,371	1,200,000
Health and Life	4,697,709	4,900,000	5,602,136	5,500,000
Unemployment	93,675	60,000	44,492	60,000
Worker's Comp	1,474,033	950,563	1,584,318	1,115,000
Automobile/Property	524,734	751,394	801,756	890,000
Employment Practices	236,695	220,000	230,419	325,000
Administration	233,174	221,725	233,793	250,625
Subtotal	8,081,314	7,988,320	9,415,285	9,340,625
Capital Projects	73,563	205,000	10,000	405,000
Total Expenditures	8,154,877	8,193,320	9,425,285	9,745,625
Available balance, end of year	\$ 824,197	\$ 844,199	\$ (1,109,619)	\$ (3,322,228)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

EQUIPMENT MAINTENANCE FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 90,407	\$ 438,239	\$ 76,225	\$ 157,321
Add:				
Revenues from:				
Interest income	(3,105)	2,000	1,304	1,200
Rental income	21,081	21,009	18,700	18,000
Fuel sales	1,292,431	1,242,388	1,568,209	1,600,000
Interdepartmental service charges	556,214	542,432	517,312	500,000
Other service charges	1,899,122	1,893,431	1,618,768	1,735,000
Total	3,765,743	3,701,260	3,724,293	3,854,200
Less:				
Appropriations for:				
Equipment maintenance	3,779,925	3,632,540	3,643,197	3,802,800
Total	3,779,925	3,632,540	3,643,197	3,802,800
Available balance, end of year	\$ 76,225	\$ 506,959	\$ 157,321	\$ 208,721

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 1,029,495	\$ 1,037,111	\$ 1,187,065	\$ 1,298,598
Add:				
Revenues from:				
Interest income	4,954	15,000	11,395	12,000
Interdepartmental service charges	150,606	150,606	150,606	150,606
Other revenue	2,010	-	-	-
Total	157,570	165,606	162,001	162,606
Less:				
Appropriations for:				
Equipment replacement	-	62,200	50,468	288,000
Total	-	62,200	50,468	288,000
Available balance, end of year	\$ 1,187,065	\$ 1,140,517	\$ 1,298,598	\$ 1,173,204

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

LANDSCAPE MAINTENANCE DISTRICTS FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 210,160	\$ 194,908	\$ 189,427	\$ 162,563
Add:				
Revenues from:				
Property assessments	150,930	154,753	158,204	132,682
Total	150,930	154,753	158,204	132,682
Less:				
Appropriations for:				
Maintenance and repair	171,663	192,995	185,068	222,738
Total	171,663	192,995	185,068	222,738
Available balance, end of year	\$ 189,427	\$ 156,666	\$ 162,563	\$ 72,507

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

TRANSPORTATION DEVELOPMENT FUND

		2021-2022		
	2020-2021	Original	Revised	2022-2023
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,939,911	\$ 2,026,392	\$ 2,046,098	\$ 2,316,098
Add:				
Revenues from:				
Interest income	7,602	15,000	20,000	15,000
Development fees	248,585	200,000	400,000	280,000
Total	256,187	215,000	420,000	295,000
Less:				
Appropriations for:				
Capital projects	-	91,750	-	45,875
Less:				
Transfers to:				
General Fund	150,000	150,000	150,000	150,000
Available balance, end of year	\$ 2,046,098	\$ 1,999,642	\$ 2,316,098	\$ 2,415,223

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

PARK DEVELOPMENT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
State grants	-	-	-	1,680,000
Interest income	165	50	150	100
Development fees	<u>131,796</u>	<u>100,000</u>	<u>199,325</u>	<u>125,000</u>
Total	<u>131,961</u>	<u>100,050</u>	<u>199,475</u>	<u>1,805,100</u>
Less:				
Appropriations for:				
Capital projects	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,680,000</u>
Less:				
Transfers to General Fund:				
Debt Service	125,800	93,828	193,086	118,264
Transfers to Airport Fund:				
Sports Complex Lease	<u>6,161</u>	<u>6,222</u>	<u>6,389</u>	<u>6,836</u>
Total	<u>131,961</u>	<u>100,050</u>	<u>199,475</u>	<u>125,100</u>
Available balance, end of year	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

STORM DRAIN DEVELOPMENT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 2,036,900	\$ 2,689,297	\$ 2,267,837	\$ 2,691,920
Add:				
Revenues from:				
Interest income	6,254	20,000	22,623	20,000
Development fees	279,852	250,000	421,460	300,000
Total	286,106	270,000	444,083	320,000
Add:				
Transfer from:				
General fund	104,154	-	937	-
Total	104,154	-	937	-
Less:				
Appropriations for:				
Capital projects	159,323	2,441,655	20,000	2,441,655
Total	159,323	2,441,655	20,000	2,441,655
Available balance, end of year	\$ 2,267,837	\$ 517,642	\$ 2,691,920	\$ 570,265

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

BUILDING CONSTRUCTION FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 180,674	\$ 173,106	\$ 175,344	\$ 175,344
Add:				
Revenues from:				
Interest income	(3,032)	1,000	1,500	1,000
Total	(3,032)	1,000	1,500	1,000
Less:				
Appropriations for:				
Transfers to General Fund	2,298	1,000	1,500	1,000
Total	2,298	1,000	1,500	1,000
Available balance, end of year	\$ 175,344	\$ 173,106	\$ 175,344	\$ 175,344

CAPITAL IMPROVEMENT STRATEGIES - FUNDING SUMMARY FISCAL YEAR 2022/2023

FUNDING SOURCE	22/23
General Fund (GF)	\$333,000
General Fund Reserve Capital Improvement (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$490,000
General Fund Carryover (GF CO)	\$0
General Fund - Donations (GF Donations)	\$1,300,000
Air District	\$0
Air Resources Board (CARB)	\$0
Airport Operating Fund (AOF)	\$450,300
Active Transportation Program Grant (ATP)	\$7,594,000
American Rescue Plan Act (ARPA)	\$10,970,000
Asset Forfeitures	\$50,000
Building Construction Fund (BCF)	\$0
California Division of Aeronautics (CA Div of Aero)	\$245,700
CEQA Mitigation	\$61,821
Certificates of Participation (COP)	\$24,060,000
Clean California (Clean CA)	\$3,601,826
Community Development Block Grant (CDBG)	\$1,457,790
Congestion Mitigation and Air Quality Grant (CMAQ)	\$5,394,615
Department of Water Resources (DWR)	\$0
Equipment Replacement Fund (ERF)	\$360,000
Equipment Replacement - Measure H Funds (ERF(H))	\$0
Federal Aviation Admin. Airport Improvement Program Grant (FAA/AIP)	\$4,914,000
Federal Transit Authority (FTA)	\$3,130,000
Highway Bridge Program (HBP)	\$500,000
Highway Safety Improvement Program (HSIP)	\$987,420
Land Sale Revenue (Land Sale)	\$500,000
Local Transportation Funds (LTF)	\$7,796,677
Local Transportation Funds - Transit (LTF Transit)	\$1,498,000
Measure H (MH)	\$0
Measure I (MI)	\$12,728,246
Measure R - Alternative Transportation (Measure R AT)	\$3,074,511
Measure R - Local (Measure R Local)	\$5,718,000
Measure R - Regional (Measure R Reg)	\$10,660,000
Measure R - Transit	\$0
Proposition 68 (Prop 68)	\$1,680,000
Regional Early Action Planning Grant (REAP)	\$160,000
Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	\$0
Risk Management (RM)	\$405,000
Risk Management Insurance (RM Insurance)	\$2,800,000
Road Repair and Accountability Act (SB1)	\$2,627,990
Sewer Bond Refinance (Sewer Bond Refi)	\$13,503,645
Sewer Developer Fees (Sewer DF)	\$563,009
Sewer Revolving Fund (SRF)	\$4,173,106
Solid Waste Reserve (SW Reserve)	\$760,000
Special Gas Tax (SGT)	\$520,000
Storm Drain - Developer Fees (Storm Dr DF)	\$2,431,655
Storm Drain Reserve (Storm Drain Res)	\$10,000
Surface Transportation Program (STP)	\$1,525,597
State Water Resources Control Board (SWRCB)	\$3,575,000
Traffic Impact Fees (TIF)	\$45,875
Tulare Council of Associated Governments Grant (TCAG Grant)	\$0
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$5,990,000
Water - Developer Fees (Water DF)	\$610,244
Water Replacement Fund (WRF)	\$28,082,866
Unfunded Projects	\$0
TOTALS	\$177,339,893

Council Priority Projects: (Current FY allocations)

Street Improvement Projects-	
Grand Avenue Construction (4th to Plano)	\$1,348,143
Henderson Rehabilitation (Westwood to Patsy)	\$4,287,000
Main Street Reconstruction (Olive to Morton Avenue)	\$1,950,947
Morton Avenue Overlay Project	\$500,000
Morton Avenue Rehab/Reconstruction (Westwood to Plano)	\$150,000
Newcomb Street Improvements (Olive to Porter Slough)	\$6,341,377
Union Avenue Improvements (Indiana to Jaye Street)	\$365,000
Villa Street Improvements (Olive to Henderson Avenue)	\$7,927,220
Westwood Street Bridge Widening	\$0
Animal Shelter - 185 N. D Street	\$7,000,000
Community Recreation Center	\$1,500,000
Council Chambers Infrastructure	\$10,000
Drought Tolerant Exhibition Garden	\$140,500
Golf Course Driving Range Poles/Netting	\$300,000
Henderson Ave & Olive Ave Medians - Drought Tolerant Landscaping	\$50,000
Henry Street Park Improvements	\$300,000
Library - New Facility	\$2,500,000
Main Street Parking Lot	\$100,000
Skate Board Park Lighting & Shade Structure	\$30,000
Sports Complex Completion/Adult Baseball Field	\$1,000,000
SOTU Conceptual Plan, including circulation planning	\$80,000
Tertiary Treatment	\$1,300,000
Welcome Signage	\$130,000
	\$37,310,187

General Fund Carry Over:

	\$0
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General Fund Projects:

ADA Playground Wood Fiber - Various Parks	\$25,000
Animal Shelter Bldg. Improvements - Alternate #2	\$1,300,000
City Hall Painting/Rehab (Inside)	\$50,000
City Hall Roof Replacement	\$290,000
Digitization of Records & Records Management	\$8,000
Housing Element Update	\$325,000
Murry Park Pavilion 2 Renovations	\$30,000
Murry Park Pool Replaster	\$70,000
Mechanical Screening - City Hall	\$25,000
	\$2,123,000

Casino Relocation Partnership Efforts:

DR #30 (near Casino) dual recharge basin	\$14,000,000
Casino JPA Tertiary Project	\$9,625,000
	\$23,625,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STREET PROGRAMS:											
Annual Sidewalk and ADA Improvements	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	MI
Alleys	\$75,000										STP
Curb, Gutter and sidewalk maintenance	\$150,000										STP
Utility Cover Adjustments	\$300,000										SRF
	\$200,000										WRF
Corporation Yard Parking lots Rehab	\$180,000										WRF
	\$60,000										SRF
	\$60,000										SW Reserve
GHHS Streets Record of Survey	\$75,000										STP
Rock Crushing and Screening	\$60,000					\$70,000					STP
MICROSURFACING											
Date Avenue											
Plano to Park Street (1080')	\$75,000										Measure R Local
Main to Plano	\$300,000										Measure R Local
Henderson Avenue											
Indiana to Jaye					\$300,000						Measure R Local
Jaye to Second Street (1440')	\$500,000										Measure R Local
Second to Plano					\$300,000						Measure R Local
Indiana Street											
Vandalia Ave to Springville Ave (1080')		\$67,000									Measure R Local
Main Street											
Date Ave to 1/4 mile South of College Ave (5280')	\$500,000										Measure R Local
Mathew Street											
Westfield Ave to Castle Ave (2800')	\$230,000										Measure R Local
Newcomb Street											
Westfield Ave to Castle Ave (2640')		\$430,000									Unfunded
Scranton Ave to 600 feet North of Scranton Ave		\$35,000									Measure R Local
Orange Avenue											
Main to Date		\$300,000									Measure R Local
W North Grand Avenue											
Rose St to N Main St	\$1,000,000										Measure R Local
Plano Street											
Westfield Ave to 1/4 mile N of Westfield Ave	\$43,000										Measure R Local
Scranton Avenue											
Indiana St to SR 65			\$40,000								Unfunded
Springville Avenue											
Jaye Street to E Street (1700')			\$110,000								Unfunded
Vandalia Avenue											
Indiana Street to Jaye Street (1400')	\$100,000										LTF
Villa Street											
Theta Avenue to Mulberry Avenue (750')			\$70,000								Unfunded
Westfield Avenue											
Westwood St to Mathew St (2640')			\$150,000								Unfunded
SR 65 to Indiana Street (1080')			\$75,000								Unfunded
Total	\$2,748,000	\$832,000	\$445,000								

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
SELF PERFORMANCE STREETS PROGRAM											
Cold-mix Overlay Program	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	STP
	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	Measure R Local
Cold Milling Machine Rental	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	SGT
AC Pavement Repair and Overlay Program	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	MI
Public Parking Lot & Street Median Rehabilitation	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	LTF
	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	MI
Pavement Management Program											
Citywide Evaluation	\$100,000			\$100,000			\$100,000			\$100,000	MI
Implementation & Maintenance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	MI
CITY PARKING LOTS:											
DOWNTOWN PARKING LOTS											
Main Street Parking Lot	\$100,000	\$900,000									LTF
Hockett & Cleveland Parking Lot	\$100,000	\$500,000									LTF
BRIDGES:											
Jaye Street Bridge Project											
Revegetation Plan & Monitoring	\$10,000	\$10,000	\$10,000	\$10,000							LTF
Olive Ave Bridge Widening Project - City/County Partnership											
Preliminary Design and Scoping (Federal funds)	\$500,000										HBP
City Participation				\$5,000,000							Measure R Reg
Plano Bridge Project											
Revegetation Plan & Monitoring	\$10,000	\$10,000	\$10,000	\$10,000							LTF
SOTU Specific Plan Connectivity											
Newcomb Bridge - Tule River to Hwy 190 Connection											
Alignment Plan	\$20,000										Measure R Reg
Preliminary Design and Environmental	\$200,000										Measure R Reg
Design & Land Acquisition								\$500,000	\$600,000	\$300,000	Measure R Reg
Newcomb - Tule River/SR 190 (4 lanes)										\$1,220,000	Measure R Reg
Bridge Construction										\$10,000,000	Measure R Reg
SR 190 Connection Improvements											
Roundabout at Newcomb										\$7,000,000	Measure R Reg
Prospect Bridge - Tule River to northerly frontage road											
Alignment Plan	\$20,000										Measure R Reg
Preliminary Design and Environmental	\$200,000										Measure R Reg
Design & Land Acquisition								\$500,000	\$600,000	\$300,000	Measure R Reg
Bridge Construction										\$10,000,000	Measure R Reg
Frontage road btwn Tule River and SR 190 (northerly frontage)											
Alignment Plan	\$20,000										Measure R Reg
Preliminary Design and Environmental						\$200,000					Measure R Reg
Design & Land Acquisition							\$500,000	\$600,000	\$300,000		Measure R Reg
Construction										\$10,000,000	Unfunded
Frontage road south of SR 190 (Worth Alignment)											
Alignment Plan	\$20,000										Measure R Reg
Preliminary Design and Environmental						\$200,000					Measure R Reg
Design & Land Acquisition							\$500,000	\$600,000	\$300,000		Measure R Reg
Construction										\$10,000,000	Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Scranton/Westwood/West/Worth Realignment to accommodate Airport Runway Shift											
Design and Environmental	\$200,000										Measure R Reg
Land Acquisition	\$500,000	\$600,000	\$300,000								Measure R Reg
Phase 1 Construction (Interim)	\$2,500,000										Measure R Reg
Phase 2 Construction				\$11,500,000							Measure R Reg
Westwood Bridge											
Design, Environmental & Land Acquisition										\$1,100,000	Unfunded
Bridge Construction Cross Tule River										\$10,000,000	Unfunded
STREETS:											
Castle Avenue Extension											
Design	\$250,000										STP
Construction		\$1,750,000									STP
Date Avenue Widening - "H" to Jaye & Kessing Extension (Date to River)											
Topo, Design (CEQA included)	\$28,050										LTF
ROW Acquisition	\$200,000										LTF
Construction		\$3,000,000									Unfunded
Fourth Street Improvements											
Design & Environmental (Grand to Henderson)	\$60,000										LTF
Construction		\$1,000,000									LTF
Water Main Replacement - Fourth St: Henderson to Morton		\$400,000									WRF
Gibbons Avenue Street Reconstruction											
Phase 1 - Jaye to Indiana											
Gibbons - Main to Indiana (Right of Way)	\$100,000										LTF
Gibbons - Design and Construction			\$525,000								Unfunded
Gibbons - Storm Drain - Jaye to Indiana					\$200,000						Unfunded
Phase 2 - Main to Jaye											
Gibbons - Storm Drain - Jaye to Main						\$200,000					Unfunded
Gibbons - Main to Jaye						\$1,000,000					Unfunded
Grand Avenue Reconstruction - 4th to Plano											
Design connection between 4th & Plano (includes lighted crosswalk @ Rails to Trails)	\$148,143										MI
6" line from 4th Street to 380' east of Henrahan	\$200,000										WRF
Grand Avenue - Construction Henrahan to Plano Street	\$1,000,000										SB1
Grand Avenue Improvements											
Grand - E St (Zalud Park) to Porter Road		\$427,000	\$441,000								Unfunded
Grand - E St (Zalud Park) to Porter Road		\$454,000	\$469,000								Unfunded
Grand - G St to Porter Road		\$443,000	\$458,000								Unfunded
Grand Ave. Line - Water (Villa to Zalud Park)		\$221,000									Unfunded
Grand Ave. ext. - W/o Prospect to Prospect - Pipe				\$201,000							Unfunded
Grand Ave. - Treatment Plant to W/o Prospect - Pipe				\$141,000							Unfunded
Grand Ave. - Prospect St. to SR 65 - Pipe			\$341,000								Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Henderson Ave. Rehabilitation (Patsy to Balmayne)											
Design Improvements	\$15,000										Measure R Local
Construction	\$482,000										SB1
	\$1,268,000										Measure R Local
Recycled Water line	\$1,200,000										WRF
ADA Improvements	\$150,000										Measure R Local
Potential Lift Station #11 Remediation	\$150,000										SRF
Relocation of PRV Station	\$35,000										WRF
Henderson Ave. Rehabilitation (Balmayne to Westwood)											
Design Improvements - Overlay	\$37,000										Measure R Local
Construction	\$850,000										Measure R Local
ADA Improvements	\$100,000										Measure R Local
Henry Street Improvements (Putnam to Cleveland, and Cleveland east to Sierra Vista)											
Design	\$150,000										LTF
6" Water main (Henry from Putnam to Thurman, and Cleveland from Henry to Sierra Vista) Includes PRV		\$100,000									WRF
6" Sewer main (Sierra Vista midblock to Putnam)		\$50,000									SRF
Street widening, CGS (Henry from Putnam to Cleveland, and Cleveland from Henry to Sierra Vista)		\$400,000									LTF
Hillcrest - Morton, north 1/2 mile							\$1,980,000				MI
Indiana Street - Culvert Extension and Sidewalk											
Design	\$75,000										Measure R Local
Construction		\$325,000									Measure R Local
Leggett - Grand to Henderson Avenue							\$1,690,000				Unfunded
Leggett - Morton to Putnam					\$2,000,000						Unfunded
Lime Street											
RR to Reid (Construction)								\$1,400,000			Unfunded
Main Street											
Downtown Reconstruction											
Design	\$138,897										LTF
Phase I - Stormdrain Improvements (DI's & pipelines)	\$812,050										LTF
Phase II - Morton to Putnam Reconstruction	\$1,000,000										LTF
Phase III - Putnam to Olive Reconstruction		\$1,000,000									LTF
Phase IV - Intersection Improvements			\$300,000								Measure R Local
Main - Henderson to 300 ft. N of Westfield				\$1,933,000							Unfunded
Mathew Street Reconstruction Project											
Henderson to Monache Avenue Recons. (ROW)					\$25,000						Unfunded
Henderson to Monache Avenue Recons. (Design)					\$50,000						Unfunded
Henderson to Monache Avenue Recons. (Recon)					\$738,000						Unfunded
Sewer Analysis	\$25,000										SRF
Henderson to Monache Recycled Water	\$200,000										WRF
Henderson to Monache - Pipe Porter Slough ditch	\$250,000										WRF

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Montgomery Avenue Reconstruction Project - Jaye to "H"											
Design	\$77,603										MI
Construction	\$750,000										MI
Morton Avenue											
Overlay	\$500,000										LTF
Morton Avenue Rehabilitation/Reconstruction Project:											
Design	\$150,000	\$150,000									MI
Division to Plano		\$1,750,000									Unfunded
Water line replacement		\$325,000									WRF
Sewer line replacement		\$250,000									SRF
Recycled Water line		\$325,000									WRF
Conley to Division			\$1,600,000								Unfunded
Water line replacement			\$383,000								WRF
Sewer line replacement			\$294,000								SRF
Recycled Water line			\$383,000								WRF
Indiana to Conley				\$1,450,000							Unfunded
Water line replacement				\$346,000							WRF
Sewer line replacement				\$266,000							SRF
Recycled Water line				\$346,000							WRF
Prospect to Indiana					\$1,450,000						Unfunded
Water line replacement					\$346,000						WRF
Sewer line replacement					\$266,000						SRF
Recycled Water line					\$346,000						WRF
Mathew to Prospect						\$2,900,000					Unfunded
Water line replacement (Newcomb to Prospect)						\$350,000					WRF
Sewer line replacement (Newcomb to Prospect)						\$270,000					SRF
Recycled Water line						\$350,000					WRF
Westwood to Mathew							\$1,470,000				Unfunded
Lift Station #9 Upgrade and forced main							\$800,000				SRF
Recycled Water line							\$350,000				WRF
Mulberry - Lime/Williford Rehabilitation											
					\$1,000,000						Unfunded
Newcomb St Rehabilitation Project											
Newcomb - Henderson to North Grand			\$3,625,000								Unfunded
Newcomb - Henderson to Westfield - Pipe	\$1,000,000										WRF
Recycled Water Line	\$1,000,000										WRF
Newcomb - W North Grand Pump Upgrade (LS4)	\$35,000										Sewer DF
Newcomb - N of Mulberry - Pump Upgrade (LS3)	\$50,000										Sewer DF
Newcomb - Olive to Porter Slough Reconstruction Project											
Street Reconstruction	\$1,383,835										LTF
	\$1,145,990										SB1
Concrete Improvements to Waukesha Street along Putnam and Tomah Avenues	\$400,000										MI
Water line replacement	\$761,676										WRF
Storm line installation	\$888,200										Storm Dr DF
Replace 30" Sewer line	\$1,000,000										SRF
Recycled Water line	\$761,676										WRF
Total	\$6,341,377										
Olive Avenue Gateway Improvements											
Rehabilitation between city limit and Westwood, incl new monument sign and landscaped medians						\$15,000,000					Measure R Reg

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Olive Avenue Median Island Safety Project (Beverly to Maston)											
Design	\$75,000										Measure R Local
Construction	\$150,000										Measure R Local
Plano Street Rehabilitation Project											
Vandalia to SR 190 (Caltrans ROW - HQ approval req)		\$500,000									LTF
Plano - Henderson to Mulberry			\$750,000								Unfunded
Prospect Street Rehabilitation Project											
Prospect - Olive to Morton Reconstruction							\$1,300,000				Unfunded
Property acquisition						\$500,000					Unfunded
Prospect - Olive to Morton Water line							\$225,000				Unfunded
Putnam Avenue Slough Crossing - East of Jaye Street at Putnam and Kessing, across from SVMC parking lot											
Construction of culvert and TBD						\$3,000,000					LTF
Putnam Avenue at Elderwood Curb/Gutter/Sidewalk for pedestrian connectivity to Westwood @ Thurman											
Property acquisition	\$150,000										Measure R AT
Design	\$80,000										Measure R AT
Environmental	\$80,000										Measure R AT
Construction	\$494,000										ATP
	\$300,000										Measure R AT
SR 65 Corridor Improvements											
SR 65 Frontage Road - West North Grand to Linda Vista									\$1,000,000		Unfunded
SR 65 Frontage Road - Pioneer to West North Grand									\$750,000		Unfunded
SR 190 Corridor Improvements											
*Riverwalk Marketplace Commercial Center Mitigation Projects - Phase II											
SR 65 Interchange: Construct westbound auxiliary lane from Jaye Street to SR65 onramp*											
Design		\$1,310,000									Measure R Reg
Property Acquisition			\$500,000								Measure R Reg
Construction						\$3,300,000					Measure R Reg
Main Street Intersection Improvements: Construct intersection improvements at Main St off-ramp terminal*											
Design		\$650,000									Measure R Reg
Property Acquisition			\$300,000								Measure R Reg
Construction						\$1,710,000					Measure R Reg
Plano Street Intersection: Reconstruct Plano St/SR 190 Intersection to accommodate a dual lane roundabout with bypass lanes and bike/ped trail to east											
Design		\$1,570,000									Measure R Reg
Property Acquisition			\$600,000								Measure R Reg
Construction			\$4,200,000								Measure R Reg
Plano Street Intersection @ College Ave: Reconstruct intersection to accommodate a single lane roundabout											
Design		\$1,080,000									Measure R Reg
Property Acquisition			\$410,000								Measure R Reg
Construction			\$2,800,000								Measure R Reg
Westwood Street Intersection: Construct single lane hybrid roundabout @ Westwood Street											
Construction	\$3,700,000										Measure R Reg
Newcomb Street Intersection: New SR 190 access @ Newcomb Street alignment. Construct four lane roadway from Tule River to SR190, including intersection improvements which may include an overpass											
Design					\$2,000,000						Unfunded
Construction								\$25,300,000			Measure R Reg

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Newcomb Street Rehabilitation: Teapot Dome to SR 190 (4 lanes)											
Design					\$500,000						Unfunded
Construction								\$6,800,000			Measure R Reg
Westwood St. Rehabilitation: Scranton to SR 190											
Design				\$500,000							Unfunded
Environmental & ROW acquisition				\$500,000							Measure R Reg
Construction					\$1,900,000						Measure R Reg
Conversion to Expressway btwn Westwood and SR 65											
Design					\$1,000,000						Unfunded
Construction								\$8,700,000			Measure R Reg
Frontage Streets and local connectivity between Westwood and SR 65											
Prospect St - Poplar to Worth Avenue, incl. Poplar Ditch crossing											
Design				\$350,000							Measure R Reg
Environmental & ROW acquisition				\$500,000							Measure R Reg
Construction					\$1,250,000						Measure R Reg
Worth Avenue - Prospect to Newcomb											
Design						\$350,000					Measure R Reg
Environmental & ROW acquisition						\$500,000					Measure R Reg
Construction							\$1,400,000				Measure R Reg
Worth Avenue - Newcomb to Westwood											
Design								\$500,000			Measure R Reg
Environmental & ROW acquisition								\$750,000			Measure R Reg
Construction									\$2,650,000		Measure R Reg
Total	\$3,700,000	\$4,610,000	\$8,810,000	\$1,850,000	\$6,650,000	\$5,860,000	\$1,400,000	\$42,050,000	\$2,650,000		
Scranton Avenue - SR 65 to Westwood (2 lanes)											
Teapot Dome Airport Gateway Reconstruction Project								\$5,300,000			Unfunded
Environmental & Design	\$500,000										Measure R Reg
Land Acquisition		\$1,000,000									Measure R Reg
Teapot Dome - West St to SR 65								\$6,560,000			Measure R Reg
West Roundabout											Unfunded
Newcomb Roundabout											Unfunded
Union Avenue Reconstruction Indiana Street to Jaye Street											
Design	\$20,000										LTF
ROW Acquisition	\$345,000										MI
Utility Relocation		\$300,000									Unfunded
Construction			\$1,500,000								Unfunded
Cottage Street and Union Ave. Meter Project			\$100,000								WRF
Construction Management			\$225,000								Unfunded
Vandalia Median Island Project (Jaye St.)	\$100,000										LTF
Villa Olive to Henderson - Reconstruction (including Porter Slough Crossing)											
Environmental/Permitting	\$50,000										MI
Design	\$19,720										LTF
ROW Acquisition & Easements	\$100,000										MI
Utility Relocation	\$100,000										MI
Water line replacement	\$1,000,000										WRF
Sewer line replacement	\$1,000,000										SRF
Storm line installation	\$1,000,000										WRF
Recycled Water line	\$1,000,000										WRF
Construction - Street Reconstruction	\$2,500,000										MI

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Construction Management - Street Reconstruction	\$180,000										MI
Construction - Slough Crossing	\$850,000										MI
Construction Management - Slough Crossing	\$127,500										MI
Total	\$7,927,220	\$0									
Villa from Westfield to 650" South - Construction											
Environmental	\$75,000										MI
Design	\$130,000										MI
ROW Acquisition & Easements	\$350,000										MI
Water line		\$65,000									WRF
Sewer line		\$65,000									SRF
Storm line		\$65,000									SRF
Construction		\$600,000									MI
Construction Management		\$60,000									MI
Total	\$555,000	\$855,000	\$0								
West/Worth Runway Realignment											
Environmental	\$60,000										Measure R Reg
Design	\$200,000										Measure R Reg
Acquisition	\$50,000			\$300,000							Measure R Reg
Construction	\$2,200,000			\$12,000,000							Measure R Reg
Construction Management	\$250,000			\$1,000,000							Measure R Reg
Total	\$2,760,000										
Westwood St. - Partial Reconstruction Project - Henderson Ave. to Westfield Including Porter Slough Crossing											
Environmental	\$75,000										COP
Design	\$185,000										COP
ROW Acquisition & Easements	\$175,000										COP
Construction		\$1,500,000									LTF
Construction of bridge			\$900,000								LTF
Construction		\$150,000									SRF
Construction		\$150,000									WRF
Construction		\$50,000									Storm Dr DF
Construction Management		\$150,000	\$100,000								LTF
White Chapel - Westwood to western City Limits					\$800,000						Unfunded
Worth - Plano to Martin Hill Tank			\$3,000,000								Unfunded
Worth - City limits fronting PDC				\$2,620,000							Unfunded
BRIDGES AND STREETS FY 22/23 TOTAL	\$47,037,340										

Street Projects
Storm Drain Projects
Sewer Projects
Water Projects

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER PROGRAMS:											
Rehabilitate Wells	\$150,000										WRF
Electrical Upgrades for water facilities	\$400,000										WRF
Downtown Pipe Replacement Program	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000						WRF
Water Infrastructure Review	\$25,000										WRF
Water Capacity Program											
Well No. 36 - Site TBD											
Property Acquisition		\$300,000									Water DF
Phase I - Well Drilling			\$1,600,000								Water DF
Phase II - Facility Equipping & Pipeline			\$2,400,000								Water DF
Well No. 37 - Includes Piping (Tule River)	\$3,500,000										WRF
Well No. 38 - Site TBD			\$3,500,000								Unfunded
Sustainable Groundwater Management Act (SGMA) Compliance											
Eastern Tule GSA/Tule Sub-basin coordination agreement and on-going administration	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	WRF
Eastern Tule GSA/JPA local governance	\$120,000	\$70,000	\$70,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	WRF
Alternative water capacity sources	\$1,032,500	\$1,066,056	\$1,100,703	\$1,136,476	\$1,173,411	\$1,211,547	\$1,250,923	\$1,291,578	\$1,333,554	\$1,333,554	WRF
Construction of monitoring wells	\$500,000	\$500,000	\$500,000								WRF
Monitoring Well Water Quality Testing	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	WRF
SGMA RECHARGE PROGRAM											
DR #23 (Center Basin) dual-recharge basin and infrastructure improvements - Hager Pit											
Environmental Review & Engineering/Design	\$108,977										WRF
Construction	\$650,000										WRF
North recharge basin and infrastructure improvements - NW of FKC, W of Westwood											
Environmental Review & Engineering/Design	\$160,911										WRF
Construction	\$850,000										WRF
DR #28 (S Jaye St) dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$135,000										WRF
Construction	\$1,000,000										WRF
Tule River/Jaye Street dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$175,000										WRF
Construction	\$800,000										WRF
Rails to Trails/Vandalia ID recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design		\$100,000									WRF
Construction		\$500,000									WRF
Heritage Center Drainage Reservoir #58		\$125,000									WRF
Indiana - Roberts Drainage Reservoir #59		\$125,000									WRF
Drainage Basin #30 - Airport System	\$14,000,000										COP
Stormwater Capture & Recharge (Land acquisition and construction)	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	WRF
Total	\$20,327,388										
TERTIARY TREATMENT											
Tertiary Treatment - Corporation Yard											
CEQA	\$300,000										WWTRF

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Design	\$500,000	\$500,000									WWTRF
Nitrification/De-nitrification Project											
Consultant Services - Plant Expansion	\$500,000	\$500,000									WWTRF
Construction		\$60,000,000									Unfunded
Construction Phase II			\$40,000,000								Unfunded
Total	\$1,300,000	\$61,000,000									
Tertiary Treatment - Satellite Plant (PADA)											
Construction	\$9,625,000										COP
	\$2,375,000										SWRCB
EAST PORTERVILLE WATER INFRASTRUCTURE											
Phase 2 Improvements											
East Porterville Booster Pump 1 & 2 Upgrade											
Property Acquisition	\$100,000										WRF
Design	\$450,000										WRF
Construction		\$1,900,000									WRF
Well No. 34 - Construction and Equipping	\$1,200,000	\$2,300,000									SWRCB
Hillcrest Water Main Replacement - EP 3MG Reservoir to Morton Avenue (18" main)											
Design & Environmental		\$50,000									WRF
Construction		\$800,000									WRF
Hillcrest Water Main Replacement - Morton to Olive Avenue (18" main)											
Design & Environmental				\$50,000							WRF
Construction					\$800,000						WRF
Generator - 100kW	\$95,000	\$95,000	\$95,000								WRF
Generator - 200kW	\$95,000										WRF
Generator - 400kW	\$200,000										WRF
Martin Hill 3MG Tank Booster Pump Upgrade (VFD)											
Olive - D St. to E St. - Pipe					\$150,000						Water DF
Pioneer - Cross SR 65 - Casing	\$100,000										Water DF
Putnam Water Line Replacement											
Putnam - Plano to Fourth		\$86,000									WRF
Putnam - Plano to Henry		\$86,000									WRF
Putnam @ Henry - PRV		\$23,000									WRF
Storage Reservoir Rehabilitation Program											
East Porterville - 3MG Tank Cathodic Protection	\$80,000										WRF
Highland 305K Tank Cathodic Protection	\$50,000										WRF
Scenic Heights 3MG Tank Coating & Repair	\$1,200,000	\$2,000,000									WRF
Scenic Heights 3MG Tank Overflow	\$250,000										WRF
Airport 300K Water Tank Cathodic Protection	\$50,000										WRF
Success Reservoir Enlargement Project (City Share)											
Interagency Coordination, Environmental, ROW Acquisition, and Design	\$175,000	\$175,000	\$175,000	\$175,000							WRF
Radio Read Water Meter Replacement Program											
Citywide meter replacement	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	WRF
Citywide radio meter replacement	\$3,800,000										WRF
Water Meter Fixed Network Data Collector	\$800,000										WRF
River Clean-Up	\$200,000										WRF

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
SCADA (Supervisory Control And Data Acquisition) System											
Design	\$500,000										ARPA
Equipping	\$2,000,000										ARPA
Pioneer Ditch Conversion from Zalud Park to Westfield, incl. acquisition of PWC's easement	\$200,000										Storm Dr DF
Westfield Pipe from SR65 to Main (Part of Main St. Project)		\$500,000									Storm Dr DF
ANNUAL WATER MASTER PLAN COMPLIANCE AND REIMBURSEMENT PROGRAM:											
Master Plan Payback	\$385,244	\$400,000	\$413,000	\$426,423	\$440,281	\$454,590	\$469,365	\$484,619	\$500,369	\$516,631	Water DF
STUDIES:											
Master Plan Update - Water	\$125,000										Water DF
Urban Water Management Plan - 2025 Update				\$80,000							WRF
Integrated Regional Water Management Plan and Implementation	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	WRF
Tule River/Porter Slough - Clean Up	\$36,138	\$37,312	\$38,525	\$39,777	\$41,069	\$42,404	\$43,782	\$45,205	\$46,674	\$48,191	WRF
Tule River - JPA Administration	\$15,488	\$15,991	\$16,511	\$17,048	\$17,602	\$18,174	\$18,764	\$19,374	\$20,004	\$20,654	WRF
WATER INFRASTRUCTURE FY 22/23 TOTAL	\$50,964,258										

SUMMARY OF WATER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Water - Developer Fees (Water DF)	\$610,244
Department of Water Resources (DWR)	\$0	Water Replacement Fund (WRF)	\$19,154,014
SWRCB Loan/Grant (SWRCB)	\$3,575,000	Wastewater Treatment Facility Reserve (WWTFR)	\$1,300,000
Equipment Replacement Funds (ERF)	\$0	Certificates of Participation (COP)	\$23,625,000
American Rescue Plan Act (ARPA)	\$2,500,000		
Storm Drain Developer Fees (Storm Dr DF)	\$200,000	Unfunded	\$0
Total			\$50,964,258

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - SEWER INFRASTRUCTURE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL SEWER PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$323,009	\$333,507	\$345,000	\$357,000	\$369,000	\$381,000	\$394,000	\$407,000	\$421,000	\$435,000	Sewer DF
STUDIES:											
Master Plan Update - Sewer	\$125,000										Sewer DF
SEWER REPLACEMENT PROGRAM:											
Phase III - Putnam/RR to Plano		\$215,000									SRF
Phase IV - Baker/Murry			\$100,000								SRF
Phase V - Murry/Harrison to Putnam				\$250,000							SRF
Phase VI - Roche/Alley/Henrahan					\$175,000						SRF
Annexation Sewer Projects											
Annexation 457 - Poplar/Brown/Wisconsin/Jaye St	\$1,351,968										SRF
Boyles/Beverly/Prospect/Maston Sts	\$348,032										Sewer Bond Refi
Annexation 475 - Westfield/Jaye Area	\$2,500,000										Sewer Bond Refi
Villa/Woods/Jaye/Mulberry	\$2,058,000										Sewer Bond Refi
Annexation 476 - Akin/Ponca Area											
Yates/Worth/3rd/4th/Lincoln/Gibbons	\$2,850,000										Sewer Bond Refi
Annexation 478 - Cobb/Dogwood Areas											
Cobb/Dogwood/Elderwood/Putnam/Thurman/Harrison	\$3,200,000										Sewer Bond Refi
Annexation 479 - Roby Island Area											
Atkins/Lucy/Waukesha/Maston/Cobb/ Slaughter/Roby	\$2,547,613										Sewer Bond Refi
Annexation 480 - Chelsea Rose Area North Grand (W of Newcomb)/Rose/Baker		\$655,000									Unfunded
Miscellaneous City Areas		\$1,470,000									Unfunded
Total Annexation Sewer Projects	\$14,855,613										
Lift Station Upgrade	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	SRF
Main St. @ SR 190 Casing (Poplar conn)					\$58,853						Unfunded
Main St. @ SR 190 Vandalia Ave Pipe (Poplar conn)					\$85,698						Unfunded
Mathew St Capacity Analysis - Lift St. No. 11 Mulberry to Henderson	\$15,000										Sewer DF
Lift St. No. 18 Capacity Analysis Westfield & Westwood	\$15,000										Sewer DF
SEWER INFRASTRUCTURE FY 21/22 TOTAL	\$15,433,622										

SUMMARY OF SEWER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Sewer Bond Refinance (Sewer Bond Refi)	\$13,503,645
Measure I (MI)	\$0	Sewer Developer Fees (Sewer DF)	\$478,009
		Sewer Revolving Fund (SRF)	\$1,451,968
		Unfunded	\$0
		Total	\$15,433,622

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - STORM DRAIN INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STORM DRAIN PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$144,086	\$149,000	\$154,000	\$160,000	\$166,000	\$172,000	\$178,000	\$184,000	\$190,000	\$197,000	Storm Dr DF
STUDIES:											
Master Plan Update - Storm Drain	\$125,000										Storm Dr DF
MUNICIPAL STORM SEWER SEPARATE SYSTEM (MS4) PROJECTS:											
Permit Fee	\$36,138	\$37,312	\$38,525	\$39,777	\$41,070	\$42,405	\$43,783	\$45,206	\$46,675	\$48,192	SRF
Compliance Program	\$50,000										SRF
Discharge Improvements	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	SRF
DRAINAGE RESERVOIR PROJECTS:											
Drainage Reservoir No. 14 Expansion - (east of Plano St., north of Grand Ave & Leggett St)											
Design, Environmental & Land Acquisition			\$60,000								Storm Dr DF
Construction			\$100,000								Storm Dr DF
Drainage Reservoir No. 15 (Master Plan Facility Villa Street, north of Westfield Avenue)											
Acquisition & Environmental		\$100,000									Storm Dr DF
Drainage Reservoir No. 18 (Master Plan Facility SW Cor. SR 65 & W. North Grand)											
Construction	\$500,000										Storm Dr DF
Drainage Reservoir No. 47 (Master Plan Facility Hillcrest Street, north of Henderson Avenue - Canyon Springs)											
Acquisition			\$94,000								Storm Dr DF
Construction & Reimbursement						\$700,000					Unfunded
Drainage Reservoir No. 49 (Master Plan Facility - Red Hawk Estates)											
Acquisition						\$250,000					Storm Dr DF
Construction & Reimbursement							\$458,000				Unfunded
Floodplain Management	\$10,000										Storm Dr Res
Hockett St - Willow Alignment to Porter Slough		\$250,000									Storm Dr Res
Mill Ave. - Hockett/"D"		\$53,000									Unfunded
Mulberry - Newcomb to Westwood			\$661,000								Unfunded
North Grand Storm Drain SR 65 Crossing	\$338,531										Storm Dr DF
Outfall pipeline to SR 65 Pond No. 24 (N of Linda Vista)				\$751,660							Unfunded
Zalud Park Storm Dr. Upgrade (pipeline work)	\$175,838										Storm Dr DF
Zalud Park Storm Dr. Pump Upgrade	\$60,000										Storm Dr DF
STORM DRAIN INFRASTRUCTURE FY 22/23 TOTAL \$1,539,593											

SUMMARY OF STORM DRAIN INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Storm Drain - Developer Fees (Storm Dr DF)	\$1,343,455
Measure I (MI)	\$0	Storm Drain Reserve (Storm Dr Res)	\$10,000
Sewer Revolving Fund (SRF)	\$186,138	Unfunded	\$0
Total			\$1,539,593

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Upgrade of signals to ITS Technology	\$100,000	\$103,250	\$106,606	\$110,070	\$113,648	\$117,341	\$121,155	\$125,092	\$129,158	\$133,355	SGT
Synchronization of signals				\$100,000							SGT
Traffic Management Center									\$1,000,000		SGT
Street Intersection Safety Evaluations	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	STP
Sign & Signal - Upgrade (Signal Countdown timers)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000		SGT
Rapid Flashing Beacons - Pedestrian Crossings											
Elderwood @ BMS, incl. curb ramps	\$60,000										SGT
Mulberry and Verdugo, incl. curb ramps		\$60,000									SGT
Mulberry and Belmont, incl. curb ramps		\$60,000									SGT
Putnam @ W Putnam School, incl. curb ramps	\$60,000										SGT
Westfield and Linda Way, incl. curb ramps	\$60,000										SGT
Westfield and Villa			\$15,000								SGT
Lighted Crosswalks - Collector & Arterial											
Morton @ El Granito St			\$100,000								SGT
Morton @ Kessing St			\$100,000								SGT
Morton @ Roche St			\$100,000								SGT
Henderson @ Mathew	\$600,000										LTF
Henderson @ Plano						\$600,000					Unfunded
Henderson @ Second				\$600,000							LTF
Mathew @ Morton		\$600,000									Unfunded
Newcomb @ Mulberry	\$600,000										LTF
Newcomb @ N. Grand						\$600,000					Unfunded
Newcomb @ Olive											
Construction (Total cost \$566,516)	\$327,420										HSIP
Construction - City match	\$239,096										STP
Construction Management	\$51,501										STP
Total	\$618,017										
Olive @ Prospect						\$600,000					Unfunded
Porter Road @ Olive Avenue											
Design	\$40,000										SGT
Construction	\$660,000										HSIP
Orange @ D						\$600,000					Unfunded
Plano @ Vandalia/Poplar (HAWK)			\$600,000								Unfunded
Prospect @ Bel Air									\$600,000		Unfunded
Prospect @ North Grand					\$600,000						Unfunded
Prospect @ Pioneer					\$600,000						Unfunded
Putnam @ Crestview						\$600,000					Unfunded
Putnam @ Leggett				\$600,000							Unfunded
Westfield @ Indiana				\$600,000							Unfunded
Westfield @ Lombardi	\$600,000										LTF
Westfield @ Mathew - Burton Traffic Mitigation		\$45,875									TIF
City Share (Design, ROW & Environmental)		\$554,125									Unfunded
Westfield @ Westwood - Burton Traffic Mitigation											TIF
City Share (Design, ROW & Environmental)	\$45,875										LTF
	\$554,125										
SIGNALS FY 22/23 TOTAL \$4,173,017											

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	

SUMMARY OF SIGNAL FUNDING	
Local Transportation Funds (LTF)	\$2,354,125
Special Gas Tax (SGT)	\$470,000
Highway Safety Improvement Program (HSIP)	\$987,420
Surface Transportation Program (STP)	\$315,597
Traffic Impact Fees (TIF)	\$45,875
Unfunded	\$0
Total	\$4,173,017

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PUBLIC WORKS - WWTF											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Biosolids Hauling	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$185,850	WWTFR
Boiler Replacement	\$55,000										WWTFR
Digester #1 and #4 Repairs											
Design	\$325,000										WWTFR
Construction	\$1,500,000										WWTFR
Digester #4 Valve and Pump Replacement	\$200,000										WWTFR
Digester Cleaning/Coating/Equipment Replacement	\$110,000	\$113,575	\$117,266	\$121,077	\$125,012	\$129,075	\$133,270	\$137,601	\$142,074	\$146,691	WWTFR
Effluent Outfall Pump Maintenance	\$120,000		\$600,000								WWTFR
Emergency Generator for WWTF (200kW)	\$150,000										WWTFR
Headworks Grinder Replacement	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	WWTFR
Manhole 10A Inspection/Repair	\$100,000										WWTFR
Odor Control Project - Phase 2											
Design			\$250,000								WWTFR
Construction				\$1,750,000							Unfunded
Office Building Replacement											
Design	\$200,000										WWTFR
Construction		\$2,000,000									WWTFR
Total	\$200,000										
Plant #2 Evaluation & Repairs											
Evaluation	\$25,000										WWTFR
Design	\$125,000										WWTFR
Construction		\$400,000									Unfunded
Total	\$150,000	\$400,000									
Plant #1 Evaluation & Repairs											
Evaluation		\$25,000									WWTFR
Design incl re-asphalt		\$125,000									WWTFR
Construction incl asphalt repairs			\$600,000								Unfunded
Total	\$0										
Reclamation Area Pipeline Installation	\$150,000	\$100,000									WWTFR
Safe Drinking Water Supply Deliveries	\$700,000										WWTFR
Septic Station Retrofit	\$70,000										WWTFR
Sludge/Grit Staging Area											
Design	\$150,000										WWTFR
Construction		\$150,000									WWTFR
Sludge Line - Westwood Bridge over Tule River	\$30,000										WWTFR
Treatment Water Filling Station	\$150,000										WWTFR
WAS/RAS Pump Replacement	\$300,000										WWTFR
WWTF FY 22/23 TOTAL \$4,690,000											

SUMMARY OF WASTEWATER TREATMENT FUNDING	
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$4,690,000
Unfunded	\$0
Total	\$4,690,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

COMMUNITY DEVELOPMENT											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
PLANS & STUDIES											
Update Circulation Element, incl fee structure, State mandated amendments, etc.		\$225,000									LTF
Comprehensive General Plan Update incl CEQA					\$500,000						Unfunded
Development Ordinance Update	\$160,000										REAP
Five year Consolidated Plan			\$75,000								GF
Housing Element	\$325,000										GF
Hillside Development - Standards & Specifications		\$76,367									LTF
(Hillside Development, Landscape and Irrigation and Update Existing Standards and Specifications)		\$70,000									Unfunded
Industrial Annexations incl Environmental		\$175,000									Unfunded
COMMUNITY DEVELOPMENT FY 22/23 TOTAL \$485,000											

SUMMARY OF COMMUNITY DEVELOPMENT FUNDING	
General Fund (GF)	\$325,000
Local Transportation Funds (LTF)	\$0
REAP Grant (REAP)	\$160,000
Tulare Council of Associated Governments Grant (TCAG Grant)	\$0
Unfunded	\$0
Total	\$485,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PARKS AND LEISURE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
City Hall Improvements											
City Hall Painting & Rehab (Inside)	\$50,000										GFRDM
City Hall Key card/security	\$5,000										RM
City Hall Exterior Doors		\$12,000									Unfunded
City Hall Roof Replacement	\$290,000										GFRDM
City Facilities ADA Improvements											
Short-term ADA improvements to City Hall	\$200,000										RM
Long-term (ADA Self Evaluation Plan)	\$200,000										RM
ADA Transition Plan											
Facility Improvements		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	GFRDM
ADA Playground Wood Fiber - Various Parks	\$25,000		\$25,000		\$25,000		\$25,000		\$25,000		GFRDM
Butterfield Corridor Improvements - West North Grand to Porterville College											
Design and Environmental	\$300,000										Measure R - AT
Construction	\$7,100,000										ATP
Curb, Gutter, Sidewalk, Streetlights	\$400,000										MI
Butterfield Corridor Improvements - Tule River Bridge											
Design and Environmental	\$750,000										Measure R - AT
Construction		\$3,000,000									Measure R - AT
Butterfield Corridor Improvements - Porterville College to Yates											
Design and Environmental	\$50,000										Measure R - AT
Construction	\$250,000										Measure R - AT
Butterfield Corridor Improvements - West North Grand to Strathmore											
Design and Environmental		\$500,000									Measure R - AT
Construction			\$8,000,000								ATP
Butterfield Corridor Improvements - Yates to Teapot Dome											
Design and Environmental		\$250,000									Measure R - AT
Construction			\$4,000,000								ATP
Community Sports Lighting											
Hayes Field Lights	\$750,000										ARPA
Sports Complex	\$61,821										CEQA Mitigation
Centennial Park Improvements											
PA System			\$50,000								Unfunded
Centennial Plaza Improvements											
Elevator Floor		\$5,000									Unfunded
Signage		\$5,000									Unfunded
Downtown Holiday Décor				\$15,000							Unfunded
Drought Tolerant Exhibition Garden	\$140,500										WRF
Fieldhouse/Community Center											
Design	\$1,500,000										Prop 68
Construction			\$6,300,000								Prop 68
			\$3,200,000								ARPA
Golf Course Improvements											
Perimeter Netting - Leggett Street			\$215,000								Unfunded
Perimeter Netting - Park Drive				\$170,000							Unfunded
Driving Range Poles/Netting	\$300,000										ARPA
Library - New Facility											
Site Selection and Acquisition	\$500,000										RM-Insurance
Design and Environmental	\$2,000,000										RM-Insurance
Construction		\$30,000,000									RM-Insurance

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PARKS AND LEISURE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Multi-Sport Field Improvements											
Interim Multi-use Fields	\$1,457,790										CDBG
Restroom Facilities & Storage	\$300,000										Measure R - AT
Murry Park											
Murry Park Pavilion 2 Renovations	\$30,000										GFRDM
Murry Park Pool Replaster	\$70,000										GFRDM
Murry Park Pool Snackbar Roof		\$13,000									GFRDM
Murry Park Restroom Roof (Pool)		\$40,000									GFRCI
Murry Park Improvements West					\$5,000,000						Unfunded
Putnam Property Improvements (Henry St. Community Center)											
Design											
Pond and Amenities	\$25,000										RM-Insurance
Park and Amenities (Restrooms)	\$50,000										RM-Insurance
Facility structures and improvements		\$250,000									RM-Insurance
Construction											
Restrooms	\$225,000										RM-Insurance
Park Amenities and Landscaping		\$125,000									Unfunded
Building structure and parking lot			\$4,500,000								Unfunded
Total	\$300,000	\$375,000									
Santa Fe Byway Improvements											
Design	\$645,000										Clean CA
Construction	\$2,956,826										Clean CA
Skate Board Park											
Elements	\$105,000										Prop 68
Lighting	\$30,000										Prop 68
Shade Structure	\$45,000										Prop 68
Sports Complex Improvements											
Sports Complex Access Road Dust Mitigation		\$10,000									Unfunded
Removal from FAA jurisdiction		\$250,000									Unfunded
Sports Complex New Parking Lot				\$1,750,000							Unfunded
Sports Complex Pavilion			\$85,000								Unfunded
Perimeter Fencing		\$14,000									Unfunded
Lighted Trail			\$2,060,000								Unfunded
Sports Complex Restroom/Concession			\$225,000								Unfunded
Baseball Field	\$1,000,000										ARPA
Stout Building Improvements											
ADA Improvements - Stout Building		\$100,000									Unfunded
Tule River Parkway Improvements Lighting and Amenities (Phases I-III)											
Design/Environmental	\$120,000										Measure R - AT
Construction		\$1,500,000									Measure R - AT
Tule River Parkway Phase III											
Construction - (Total cost \$1,965,000)	\$1,739,615										CMAQ
Construction - City Match	\$149,511										Measure R - AT
Construction Management (\$100,000)	\$88,530										CMAQ
Construction Management City Match	\$11,470										CMAQ
Tule River Parkway Phase IV (SR 65 to Westwood)											
Acquisition				\$800,000							Measure R - AT
Design/Environmental				\$165,000							Measure R - AT
Construction					\$2,071,916						Measure R - AT

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

PARKS AND LEISURE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Veteran's Park Trail - Phase II: Paving and Lighting (South half of trail loop, including slough crossings, and connection to trail by Helicopter Monument)											
Design/Environmental	\$150,000										Measure R - AT
Construction	\$1,500,000										CMAQ
City Match	\$195,000										Measure R - AT
Total	\$1,845,000										
Veteran's Park Trail Amenities (Restrooms, playground, Slough Crossing, Parking Lot on south side, east of pavilion)											
Design/Environmental	\$150,000										Measure R - AT
Construction		\$2,000,000									Measure R - AT
Playground		\$275,000									GFRCI
Total	\$150,000	\$2,000,000									
Zalud House Foundation Design Analysis					\$15,000						Unfunded
PARKS FY 22/23 TOTAL \$25,916,063											

SUMMARY OF PARKS FUNDING			
Active Transportation Program Grant (ATP)	\$7,100,000	GF Donations	\$0
American Rescue Plan Act (ARPA)	\$2,050,000	Local Transportation Funds (LTF)	\$0
CEQA Mitigation (CEQA Mitigation)	\$61,821	Measure I (MI)	\$400,000
Clean California (Clean CA)	\$3,601,826	Measure R - Alternative Transportation (Measure R - AT)	\$2,414,511
Community Development Block Grant (CDBG)	\$1,457,790	Proposition 68 (Prop 68)	\$1,680,000
Congestion Mitigation Air Quality Funds (CMAQ)	\$3,339,615	Risk Management (RM)	\$405,000
General Fund (GF)	\$0	Risk Management Insurance (RM-Insurance)	\$2,800,000
General Fund Reserve Capital Improvements (GFRCI)	\$0	Water Replacement Fund (WRF)	\$140,500
General Fund Reserve Deferred Maintenance (GFRDM)	\$465,000	Unfunded	\$0
		Total	\$25,916,063

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

POLICE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Animal Shelter Building Improvements											
Construction											
Base Bid	\$4,850,000										ARPA
	\$450,000										Land Sale
	\$1,200,000										GF Donations
Dog Park	\$50,000	\$500,000									Measure R AT
Alternate #1: Adoption Rooms	\$50,000										Land Sale
Alternate #2: Lobby, Grooming, Meet & Greet, Cat Room, Crate Storage	\$100,000										GF Donations
D Street Frontage Improvements and Utilities	\$300,000										LTF
TOTAL	\$7,000,000										
Generator Replacement @ D St Station, incl. new electric panel, foundation, & appurtenant components		\$100,000									ERF
		\$140,000									Unfunded
Emergency Response Vehicle Preemption Retrofit		\$200,000									Unfunded
Facility Retrofit	\$50,000										AF
Radio Encryption			\$400,000								Unfunded
Dispatch Computer Consoles	\$400,000										ARPA
PD Training Facility											
Road Improvements to site - place grindings/base		\$50,000									Land Sale
Road Improvements to site - supplement base & overlay			\$100,000								Land Sale
POLICE FY 22/23 TOTAL	\$7,450,000										

SUMMARY OF POLICE FUNDING	
American Rescue Plan Act (ARPA)	\$5,250,000
Asset Forfeitures (AF)	\$50,000
Building Construction Fund (BCF)	\$0
Equipment Replacement Fund (ERF)	\$0
General Fund (GF)	\$0
General Fund Donations (GF Donations)	\$1,300,000
Land Sale Revenue (Land Sale)	\$500,000
Local Transportation Funds (LTF)	\$300,000
Surface Transportation Program (STP)	\$0
Measure H (MH)	\$0
Measure I (MI)	\$0
Measure R - Alternative Transportation (Measure R AT)	\$50,000
Unfunded	\$0
Total	\$7,450,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

FIRE											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Fire Station Remodels											
Design	\$800,000										MI
Fire Station #71											
Construction	\$1,000,000										MI
Baur Airfill Station		\$80,000									MI
Fire Station #72											
Construction	\$1,000,000										MI
Training Facility											
Electrical Retrofit @ Training Facility		\$100,000									MI
AV Classroom Updates	\$50,000										MI
Prop Enhancements	\$1,000,000										MI
Asphalt Rehab	\$500,000										MI
Fire Station #73 (PSB)											
Construction	\$500,000										MI
Fire Station #74											
Design		\$500,000									Unfunded
Construction		\$7,000,000									Unfunded
Type 1 Engine		\$750,000									MI
Public Safety Headquarters/EOC											
Design		\$500,000									Unfunded
Construction		\$10,000,000									Unfunded
Emergency Response Vehicle Preemption Retrofit	\$65,000										MI
FIRE FY 22/23 TOTAL \$4,915,000											

SUMMARY OF FIRE FUNDING	
General Fund (GF)	\$0
General Fund Reserve Capital Improvements (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$0
Equipment Replacement Fund (ERF)	\$0
Measure H Equipment Replacement (ERF(H))	\$0
Measure H (MH)	\$0
Measure I (MI)	\$4,915,000
American Rescue Plan Act (ARPA)	\$0
Assistance for Firefighters Grant (AFG)	\$0
Homeland Security Grant (HSG)	\$0
Unfunded	\$0
Total	\$4,915,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

AIRPORT											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Runway 12-30 Improvements											
Phase 1 - Relocate Access Roads & Perimeter Fence and prelim work for Runway relocation											
Environmental Assessment (EA)		\$317,970	\$159,030	\$45,000							RAISE
		\$35,330	\$17,670	\$5,000							AOF
Design				\$342,000							FAA/AIP Grant
				\$17,100							CA Div of Aero
				\$20,900							AOF
Land Acquisition				\$114,000							RAISE
				\$186,000							AOF
Construction					\$5,310,000						FAA/AIP Grant
					\$265,500						CA Div of Aero
					\$324,500						AOF
Total	\$0	\$353,300	\$176,700	\$730,000	\$5,900,000	\$0					
Phase 2 - Runway relocation											
Design						\$378,000					FAA/AIP Grant
						\$18,900					CA Div of Aero
						\$23,100					AOF
Construction							\$2,655,000	\$2,655,000			FAA/AIP Grant
								\$265,500			CA Div of Aero
							\$265,500	\$59,000			AOF
Total	\$0					\$420,000	\$2,920,500	\$2,979,500			
Rehabilitate Parallel and Connecting Taxiways											
Construction	\$4,914,000										FAA/AIP Grant
	\$245,700										CA Div of Aero
	\$300,300										AOF
Total	\$5,460,000										
Taxilane Rehabilitation											
Design & Construction						\$405,000					FAA/AIP Grant
						\$22,500					CA Div of Aero
						\$27,500					AOF
Total	\$0					\$455,000					
Restaurant Improvements											
Restroom Hazardous Material Abatement and Renovations	\$70,000										AOF
Restaurant - Restroom Update and painting of interior and exterior	\$30,000										AOF
Restaurant Parking Lot	\$50,000										AOF
AIRPORT FY 22/23 TOTAL \$5,610,000											

SUMMARY OF AIRPORT FUNDING			
Airport Operating Fund (AOF)	\$450,300	Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	\$0
CA Division of Aeronautics (CA Div of Aero)	\$245,700	Storm Drain - Developer Fees (Storm Dr DF)	\$0
FAA/AIP Grant	\$4,914,000	Unfunded	\$0
Equipment Replacement Fund (ERF)	\$0		
		Total	\$5,610,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

TRANSIT											FUNDING FISCAL YEAR 22/23
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ZERO EMISSION VEHICLE PROGRAM											
Paratransit and Microtransit Services											
Purchase Electric Vehicles					\$533,332					\$665,000	SB1
CMAQ Fleet Replacement											
Purchase Electric Buses	\$2,055,000		\$800,000		\$800,000		\$800,000		\$800,000		CMAQ
	\$693,000		\$100,000		\$100,000		\$100,000		\$100,000		LTF Transit
Total	\$2,748,000										
FACILITY MAINTENANCE PROGRAM											
New Bus Maintenance Facility											
Design	\$1,200,000										FTA 5307
	\$300,000										LTF Transit
Construction				\$8,000,000							Unfunded
				\$2,000,000							Unfunded
Total	\$1,500,000										
Prospect St Bus Maintenance Facility Improvements											
Fuel Management System	\$160,000										FTA 5307
	\$40,000										LTF Transit
Renewable Energy Infrastructure	\$800,000										FTA 5307
	\$200,000										LTF Transit
Security Improvements	\$400,000										FTA 5307
	\$100,000										LTF Transit
Total	\$1,700,000										
Transit Center											
Transit Center Improvements Exterior and Lobby	\$15,000										LTF Transit
	\$60,000										FTA 5307
Construction of the Expansion					\$520,000						Unfunded
					\$130,000						Unfunded
Total	\$75,000										
Battery Electric Vehicle (BEV) Master Plan											
Construction		\$400,000	\$400,000								FTA 5307
		\$100,000	\$100,000								LTF Transit
Electric Vehicle Charging Stations (Public access)		\$80,000		\$80,000		\$80,000		\$80,000		\$80,000	Air District
Transit Shelters				\$80,000					\$80,000		FTA 5307
				\$20,000					\$20,000		LTF Transit
Transit Signage at Transit Shelters	\$80,000										FTA 5307
	\$20,000										LTF Transit
Transit Signal Preemption	\$400,000			\$60,000		\$60,000		\$60,000		\$60,000	FTA 5307
	\$100,000			\$15,000		\$15,000		\$15,000		\$15,000	LTF Transit
Multi-modal Corridor Rail ROW Improvements	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	FTA 5307
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	LTF Transit
TRANSIT FY 22/23 TOTAL \$6,683,000											

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

TRANSIT											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23

SUMMARY OF TRANSIT FUNDING	
Air District	\$0
Air Resources Board (CARB)	\$0
Congestion Mitigation and Air Quality (CMAQ)	\$2,055,000
FTA 5307	\$3,130,000
LTF Transit	\$1,498,000
Measure R - Transit	\$0
Unfunded	\$0
Total	\$6,683,000

CAPITAL IMPROVEMENTS STRATEGIES 2022/2023

MISCELLANEOUS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22/23
American Rescue Plan Act COVID Technology Updates											
Field Services Campus Fiber Connection	\$100,000										ARPA
Field Services Connection to City Hall	\$500,000										ARPA
Public Safety Building connection to City Hall	\$500,000										ARPA
Connection between blockhouse and IT Office	\$30,000										ARPA
Council Chambers Infrastructure	\$10,000										ARPA
Conference Rooms Equipment and Installation	\$30,000										ARPA
Blockhouse/IT Office Improvements		\$100,000									Unfunded
Digitization of Records & Records Management	\$8,000										GF
Refuse											
Transfer Station Concrete Pad (Green Waste)	\$250,000										SW Reserve
Transfer Station Cover	\$150,000										SW Reserve
Transfer Station Scales	\$300,000										SW Reserve
Entry "Welcome" Signs											
North SR 65	\$50,000										LTF
South SR 65	\$50,000										LTF
West Olive Avenue	\$10,000										LTF
Eastbound SR 190 @ Westwood	\$10,000										Measure R Reg
Westbound SR 190 @ Plano	\$10,000										Measure R Reg
Microsoft Office 2021 Suite	\$80,000										ERF
Mechanical Screening - City Hall	\$25,000										GFRDM
Shop Hydraulic Lift	\$280,000										ERF
Weed Abatement - City Transportation Facilities	\$50,000										LTF
MISCELLANEOUS FY 22/23 TOTAL \$2,443,000											

SUMMARY OF MISCELLANEOUS FUNDING	
General Fund (GF)	\$8,000
General Fund Reserve Capital Improvement (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$25,000
American Rescue Plan Act (ARPA)	\$1,170,000
Congestion Mitigation Air Quality (CMAQ)	\$0
Equipment Replacement Fund (ERF)	\$360,000
Local Transportation Funds (LTF)	\$160,000
Measure R - Regional (Measure R Reg)	\$20,000
Solid Waste Reserve (SW Reserve)	\$700,000
Unfunded	\$0
Total	\$2,443,000

PROPOSED ANNUAL BUDGET Detail Reports



FY 2022/2023

General Fund
REVENUES
PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
TAXES								
<u>PROPERTY TAXES</u>								
4001	Current Secured	2,894,129	3,062,229	3,217,220	3,334,000	1,610,944	3,363,967	3,500,700
4002	Current Unsecured	165,685	173,617	182,470	184,000	203,124	208,000	208,000
4003	Prior Secured/Unsecured	61,928	65,274	77,349	65,000	-	59,095	65,000
4005	ERAF - VLF Backfill	4,117,800	4,321,395	4,495,378	4,500,000	2,319,412	4,638,825	4,600,000
TOTAL PROPERTY TAXES		7,239,542	7,622,515	7,972,417	8,083,000	4,133,480	8,269,887	8,373,700
<u>OTHER TAXES</u>								
4011	Sales and Use Tax	6,256,098	6,147,540	7,445,539	6,771,812	2,766,139	8,142,065	8,361,626
4012	Utility Users Tax	3,911,568	3,856,020	4,251,538	4,000,000	2,201,275	4,602,955	4,600,000
4013	Transient Occupancy Tax	539,233	504,318	764,374	575,000	248,289	840,811	840,000
4014	Property Transfer Tax	91,044	102,901	111,485	105,000	82,091	122,634	120,000
4015	Franchises	629,231	631,738	658,835	650,000	54,701	667,930	660,000
4016	Municipal Franchises	1,001,134	1,001,134	1,001,134	1,001,134	500,572	1,001,134	1,001,134
4017	Sales Tax - Public Safety	260,632	260,256	289,986	260,000	187,311	318,985	300,000
TOTAL OTHER TAXES		12,688,940	12,503,907	14,522,891	13,362,946	6,040,378	15,696,514	15,882,760
TOTAL TAXES		19,928,482	20,126,421	22,495,308	21,445,946	10,173,858	23,966,401	24,256,460
<u>LICENSES & PERMITS</u>								
4401	Business Licenses	472,618	507,253	431,323	425,000	294,708	503,109	500,000
4403	Building Permits	250,543	338,772	361,176	300,000	188,730	310,085	300,000
4404	Plumbing Permits	188,792	254,390	244,823	170,000	171,793	282,175	250,000
4405	Electrical Permits	106,904	154,395	196,193	150,000	130,309	220,714	200,000
4408	Animal Licenses	15,734	13,624	12,635	12,000	4,946	11,104	11,000
4409	Other Licenses and Permits	656	185	201	100	260	390	300
TOTAL LICENSES & PERMITS		1,035,248	1,268,619	1,246,351	1,057,100	790,746	1,327,577	1,261,300

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
REV. FROM OTHER AGENCIES								
<u>TAXES</u>								
4501	Vehicle License Fees in Excess	29,183	47,693	43,753	43,000	-	68,820	68,000
4502	Sales Tax - Measure R (Alt)	-	-	-	100,000	-	-	-
4504	Homeowners Property Tax Relief	24,480	24,013	22,863	24,000	-	21,716	22,000
	TOTAL TAXES	53,663	71,706	66,616	167,000	-	90,536	90,000
<u>FEES & GRANTS</u>								
4516	State Grants	124,994	96,693	143,018	125,000	33,856	197,216	137,538
4517	Federal Grants	32,976	46,740	788,422	-	-	-	-
4518	State Reimbursements	66,252	103,543	62,574	30,000	1,752	17,589	30,000
	TOTAL FEES & GRANTS	224,223	246,976	994,014	155,000	35,608	214,805	167,538
	TOTAL REV. FROM OTHER AGENCIES	277,886	318,682	1,060,630	322,000	35,608	305,341	257,538
<u>USE OF MONEY & PROPERTY</u>								
4601	Interest on Investments	253,040	246,226	85,884	175,000	134,288	234,066	175,000
4604	Rent of Land	121,204	122,909	29,137	122,584	18,445	36,218	36,000
4607	Rent of Building	168,846	149,053	99,830	99,830	43,810	93,000	93,000
4609	Rent of Equipment	-	-	-	-	160	160	-
	TOTAL USE OF MONEY & PROPERTY	543,090	518,188	214,851	397,414	196,703	363,444	304,000
<u>FINES & FORFEITURES</u>								
4702	Parking Violations	6,189	7,932	13,930	8,000	10,124	18,031	15,000
4703	Vehicle Code Fines	1,978	2,506	3,158	2,200	1,616	2,508	2,500
4709	Other Fines	13,506	20,629	18,453	12,000	10,638	15,958	15,000
	TOTAL FINES & FORFEITURES	21,673	31,067	35,541	22,200	22,378	36,497	32,500

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2022/23

ACCT# ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
CHARGES FOR SERVICES							
<u>PLANNING & ENGINEERING</u>							
4801 Planning and Zoning Fees	55,801	89,573	69,386	60,000	10,887	29,315	30,000
4803 Engineering & Inspection Fees	82,321	105,354	100,368	60,000	31,189	86,847	85,000
4805 New Street Lighting	874	2,246	3,995	1,500	4,522	4,522	4,000
4806 New Fire Hydrants	-	2,312	6,128	2,000	4,951	4,951	4,000
4807 Street, Sidewalk and Curb	1,000	3,532	-	-	-	-	-
TOTAL PLANNING & ENGINEERING	139,996	203,017	179,877	123,500	51,549	125,635	123,000
<u>PUBLIC SAFETY</u>							
4810 Animal Control Services	41,173	38,387	15,565	15,000	8,484	17,728	15,000
4811 Police Services	116,348	156,238	90,249	100,000	58,984	95,429	95,000
4811.3Fingerprinting Fees	20,175	13,050	30	1,000	1,500	2,362	2,500
4811.5Vehicle Storage	36,907	58,384	73,240	50,000	22,182	40,026	40,000
4812 Police Cost Recoveries	248,557	160,359	19,781	175,000	-	-	175,000
4813 Police Records - Services	25,595	22,994	23,455	22,000	13,068	26,162	24,000
4815 Fire Services	8,846	7,729	6,425	6,500	265	428	500
4816 Weed Abatement Reimbursement	20,893	68,126	(108,058)	-	13,350	41,058	20,000
4818 Code Enforcement Fees	64,405	17,802	99,925	20,000	102,338	64,124	20,000
TOTAL PUBLIC SAFETY	582,898	543,068	220,612	389,500	220,171	287,317	392,000
<u>RECREATION & CULTURE</u>							
4830 Freedom Fest	25,455	26,380	-	-	-	-	25,000
4831 Library Services	36,834	19,360	537	10,000	72	123	10,000
4832 Pavilions/ballfields Rentals	46,194	32,207	13,062	10,000	12,820	28,879	25,000
4833 Community Center Rentals	515	540	-	500	-	-	-
4834 Concessions	274	-	-	-	-	-	-
4836.55Special Programs Revenue	114,324	56,925	23,716	20,000	25,738	68,936	60,000
4836.56RAP Program Revenue	161,524	114,272	308	30,000	90,864	207,225	200,000
4836.59Day Camps Program Revenue	34,786	6,509	6,796	10,000	-	-	-
4836.63Y.E.S. Elementary Program Rev	1,908,484	1,918,545	1,649,005	1,575,000	319,186	1,535,497	2,357,635
4836.64Y.E.S. Jr High Program Revenue	326,834	343,685	276,946	250,000	62,270	285,376	360,120
4836.68Tiny Tots Program Revenue	27,850	8,448	-	2,000	119	178	1,000
4837 Senior Citizen Program Revenue	14,846	9,215	-	-	-	-	-
4838 Sports Complex Parking Fees	17,807	10,983	3,867	5,000	863	6,815	5,000
4839 OHV Park Fees	30,643	15,270	40,705	20,000	5,310	24,004	25,000
TOTAL RECREATION & CULTURE	2,746,372	2,562,339	2,014,942	1,932,500	517,242	2,157,033	3,068,755

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>SWIMMING POOL</u>								
4841	Swimming Admissions	34,986	22,483	20,012	8,000	16,442	24,663	25,000
4842	Swimming Lessons	27,753	2,932	7,636	500	3,186	4,779	5,000
4843	Swimming Season Passes	-	-	6,794	-	-	-	-
4845	Swimming Pool Rentals	18,294	8,229	835	-	(181)	10,779	10,000
4846	Pool Concessions	1,000	-	-	-	-	-	-
TOTAL SWIMMING POOL		82,033	33,643	35,277	8,500	19,447	40,221	40,000
<u>MISCELLANEOUS</u>								
4891	Passport Fees	61,966	46,553	16,091	12,500	15,471	32,081	35,000
4893	Street Tree Fees	4,550	13,060	12,300	4,000	5,550	10,462	10,000
4897	Interdepartmental Serv Charges	2,297,249	2,365,715	2,527,067	2,400,000	1,372,712	2,680,174	2,600,000
4898	Special Benefit Assessments	5,272	7,981	5,075	5,090	18,268	25,280	3,636
TOTAL MISCELLANEOUS		2,369,037	2,433,310	2,560,533	2,421,590	1,412,001	2,747,997	2,648,636
CHARGES FOR SERVICES		5,920,337	5,775,376	5,011,241	4,875,590	2,220,410	5,358,203	6,272,391
<u>OTHER REVENUES</u>								
4991	Sale of Real Property	219,119	-	-	-	-	-	-
4992	Sale of Personal Property	2	3,329	314	-	1,753	1,753	-
4993	Service Initiation Fees	24,100	23,410	19,530	20,000	10,340	19,860	20,000
4994	Contributions	2,933	3,781	-	-	80	119	-
4995	Reimbursements and Refunds	5,347	3,384	4,994	4,000	3,131	4,696	4,000
4996	Other Financing Sources (Uses)	-	2,500,000	4,853,082	1,340,000	115,539	633,988	336,105
4997	Cash Variations	166	(178)	345	-	73	194	-
4998	Penalties	44,554	50,304	32,108	30,000	19,109	33,311	32,000
4999	Other Revenues	8,322	15,468	35,361	5,000	10,580	17,182	15,000
TOTAL OTHER REVENUES		304,542	2,599,498	4,945,734	1,399,000	160,605	711,103	407,105
TOTAL REVENUE		28,031,257	30,637,851	35,009,656	29,519,250	13,600,308	32,068,566	32,791,294

General Fund
LEGISLATIVE
PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
CITY COUNCIL
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>CITY COUNCIL</u>								
<u>PERSONNEL SERVICES</u>								
5010-001-010	Salaries, Regular	2,970	2,735	3,375	4,000	1,095	2,845	4,000
TOTAL PERSONNEL SERVICES		2,970	2,735	3,375	4,000	1,095	2,845	4,000
<u>OTHER EXPENSES</u>								
5010-001-140	Computer Equipment Mainenance	1,503	2,550	1,744	3,000	621	2,004	3,000
5010-001-190	Other Equipment Maintenance	-	3,091	326	3,000	-	-	3,000
5010-001-230	Professional/Temp Service	80,964	81,255	49,775	99,550	25,454	50,908	57,550
5010-001-320	Office/Computer Supplies	-	831	44	1,000	213	300	1,000
5010-001-410	Meeting Expenses	3,389	2,749	2,301	3,000	1,846	3,692	4,000
5010-001-410.03	Meeting Expenses-Hamilton	1,393	-	-	-	-	-	-
5010-001-410.09	Meeting Expenses-Ward	1,331	-	-	-	-	-	-
5010-001-410.0	Meeting Expenses-Gurrola	651	4,168	544	-	-	-	-
5010-001-410.13	Meeting Expenses-Reyes	5,027	690	1,372	4,500	1,614	2,839	4,500
5010-001-410.14	Meeting Expenses-Stowe	1,780	1,333	-	4,500	99	258	4,500
5010-001-410.15	Meeting Expenses-Flores	1,453	1,852	1,074	4,500	2,888	3,500	4,500
5010-001-410.16	Meeting Expenses - Penaloza	5,683	3,173	1,131	-	-	-	-
5010-001-410.17	Meeting Expenses - Carrillo	-	-	3,153	4,500	980	1,718	4,500
5010-001-410.18	Meeting Expenses - Tate	-	-	-	4,500	3,143	3,600	4,500
5010-001-420	Utilities	7,892	2,809	2,330	3,000	1,017	2,699	3,000
5010-001-450	Publication and Dues	19,662	20,472	18,447	21,000	-	18,980	21,000
5010-001-600	Freedom Fest	29,240	-	-	-	-	-	-
5010-001-660	Other Expense	4,106	3,893	1,286	4,867	81	300	3,867
5010-001-910	Special Purpose	97,050	15,000	2,940	100,000	7,162	15,000	100,000
5010-001-920	GF Designated Funds Expenses	-	22,095	139,844	195,000	-	15,469	-
TOTAL OTHER EXPENSES		261,124	165,961	226,311	455,917	45,118	121,267	218,917
<u>CAPITAL OUTLAY</u>								
5010-001-730	Other Machinery/Equipment	-	4,990	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	4,990	-	-	-	-	-
TOTAL CITY COUNCIL		<u>264,094</u>	<u>173,686</u>	<u>229,686</u>	<u>459,917</u>	<u>46,213</u>	<u>124,112</u>	<u>222,917</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
COMMUNITY PROMOTION
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>COMMUNITY PROMOTION</u>								
<u>PERSONNEL SERVICES</u>								
5010-010-010	Salaries, Regular	5,423	14,095	11,237	11,757	8,290	16,216	48,776
5010-010-020	Salaries, Part-time	387	-	-	-	90	180	200
5010-010-030	Salaries, Overtime	16,828	8,580	-	20,000	9,588	14,814	20,000
5010-010-090	Benefits	4,738	10,679	6,756	7,196	9,168	13,153	31,009
TOTAL PERSONNEL SERVICES		27,376	33,354	17,993	38,953	27,136	44,363	99,985
<u>OTHER EXPENSES</u>								
5010-010-230	Professional/Temp Service	40,000	35,000	35,000	35,000	9,023	35,000	35,000
5010-010-410	Meeting Expense	1,599	342	-	1,500	91	182	1,500
5010-010-450	Publication and Dues	57,206	79,156	50,846	100,770	74,590	75,065	88,000
5010-010-600	Freedom Fest	-	108	-	30,000	-	30,000	30,000
5010-010-660	Other Expense	68,056	67,070	49,825	63,697	28,286	75,000	76,467
TOTAL OTHER EXPENSES		166,862	181,677	135,671	230,967	111,990	215,247	230,967
TOTAL COMMUNITY PROMOTION		<u>194,238</u>	<u>215,031</u>	<u>153,664</u>	<u>269,920</u>	<u>139,126</u>	<u>259,610</u>	<u>330,952</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
TEMPORARY LIBRARY
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
	EMERGENCY OPERATIONS							
	TEMPORARY LIBRARY (INSURANCE PROCEEDS)							
	<u>PERSONNEL SERVICES</u>							
5010-050-010	Salaries, Regular	-	11,013	1,403	-	-	-	-
5010-050-030	Salaries, Overtime	-	5,648	-	-	-	-	-
5010-050-090	Benefits	-	7,876	719	-	-	-	-
	TOTAL PERSONNEL SERVICES	-	24,538	2,122	-	-	-	-
	<u>OTHER EXPENSES</u>							
5010-050-120	Building/Ground Maintenance	-	2,008	-	-	-	-	-
5010-050-230	Professiona/Temp Service	-	213,957	1,730,754	50,000	19,840	22,625	15,000
5010-050-260	Rent of Property & Equipment	-	2,593	46,657	150,000	60,877	146,105	146,105
5010-050-320	Office/Computer Supplies	-	427	11,231	20,000	1,200	1,800	10,000
5010-050-350	Tools & Equipment (Under \$1,000)	-	3,252	3,578	20,000	-	4,000	10,000
5010-050-360	Library Books	-	-	262,762	300,000	33,622	52,691	100,000
5010-050-410	Meeting Expense	-	100	-	-	-	-	-
5010-050-420	Utilities	-	-	1,810	20,000	-	-	-
5010-050-660	Other Expense	-	913	11,222	-	-	-	-
	TOTAL OTHER EXPENSES	-	223,249	2,068,014	560,000	115,539	227,221	281,105
	<u>CAPITAL OUTLAY</u>							
5010-050-710	Office Equipment (over \$1000)	-	-	-	-	-	-	15,000
5010-050-730	Other Machinery/Equipment	-	11,715	-	406,767	-	406,767	40,000
5010-050-740	Computer Equipment	-	-	3,989	20,000	-	-	-
	TOTAL CAPITAL OUTLAY	-	11,715	3,989	426,767	-	406,767	55,000
	TOTAL EMERGENCY OPERATIONS	-	259,502	2,074,125	986,767	115,539	633,988	336,105

General Fund
ADMINISTRATIVE
PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY MANAGER
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>CITY MANAGER</u>								
<u>PERSONNEL SERVICES</u>								
5011-001-010	Salaries, Regular	184,106	205,875	210,246	219,244	104,335	236,602	256,114
5011-001-020	Salaries, Part-time	2,739	-	-	-	-	-	-
5011-001-030	Salaries, Overtime	50	-	-	-	37	74	-
5011-001-040	Car Allowance	7,200	7,200	7,200	-	3,600	3,600	-
5011-001-090	Benefits	70,424	86,582	92,549	97,613	45,226	111,154	120,834
TOTAL PERSONNEL SERVICES		264,518	299,657	309,995	316,857	153,198	351,430	376,948
<u>OTHER EXPENSES</u>								
5011-001-140	Computer Equipment Maint	-	-	-	-	579	858	1,200
5011-001-190	Other Equipment Maint	1,135	372	372	1,200	-	-	-
5011-001-220	Printing/Copying	361	487	343	500	74	413	1,000
5011-001-260	Rent of Property & Equipment	1,807	937	-	2,500	-	-	-
5011-001-320	Office/Computer Supplies	1,292	781	922	2,000	2,101	3,503	4,000
5011-001-410	Meeting Expense	3,909	1,137	184	5,000	879	2,335	4,000
5011-001-420	Utilities	1,085	1,265	1,703	1,400	1,939	3,878	4,000
5011-001-440	Training Expense	-	683	-	1,000	-	-	500
5011-001-450	Publication and Dues	2,199	365	347	1,400	234	452	500
5011-001-460	Postage	-	-	24	-	-	-	-
5011-001-660	Other Expense	1,711	4,315	7,440	6,261	1,369	2,480	6,061
TOTAL OTHER EXPENSES		13,499	10,342	11,335	21,261	7,175	13,919	21,261
<u>CAPITAL OUTLAY</u>								
5011-001-710	Office Equipment (over \$1,000)	(16)	1,416	-	-	-	-	-
TOTAL CAPITAL OUTLAY		(16)	1,416	-	-	-	-	-
TOTAL CITY MANAGER		<u>278,001</u>	<u>311,416</u>	<u>321,330</u>	<u>338,118</u>	<u>160,373</u>	<u>365,349</u>	<u>398,209</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
CITY CLERK
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
CITY CLERK								
<u>PERSONNEL SERVICES</u>								
5011-005-010	Salaries, Regular	98,054	97,714	106,657	132,665	57,619	117,413	122,216
5011-005-030	Salaries, Overtime	24	-	-	-	-	-	-
5011-005-090	Benefits	46,898	48,361	54,755	72,765	29,486	60,359	64,088
TOTAL PERSONNEL SERVICES		144,976	146,075	161,412	205,430	87,105	177,772	186,304
<u>OTHER EXPENSES</u>								
5011-005-190	Other Equipment Maint	558	672	558	600	186	372	600
5011-005-210	Advertising	2,423	5,310	3,649	3,500	824	2,776	3,500
5011-005-220	Printing/Copying	3,061	864	11,648	500	7	11	500
5011-005-230	Professional/Temp Service	16,379	9,252	23,956	8,000	9,190	14,534	40,000
5011-005-320	Office/Computer Supplies	942	1,240	635	1,000	1,441	2,161	1,500
5011-005-410	Meeting Expense	-	-	-	-	-	-	-
5011-005-420	Utilities	1,125	1,146	1,497	600	1,323	2,662	2,000
5011-005-440	Training Expense	1,819	1,607	-	3,000	1,580	2,370	2,500
5011-005-450	Publication and Dues	668	220	101	1,000	-	152	700
5011-005-460	Postage	2,172	1,677	1,515	1,500	1,563	3,097	1,500
5011-005-660	Other Expense	38	131	-	5,700	-	7	4,600
5011-005-710	Office Equipment (over \$1,000)	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		29,185	22,119	43,558	25,400	16,113	28,142	57,400
TOTAL CITY CLERK		<u>174,161</u>	<u>168,194</u>	<u>204,970</u>	<u>230,830</u>	<u>103,218</u>	<u>205,914</u>	<u>243,704</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
HUMAN RESOURCES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>HUMAN RESOURCES</u>								
<u>PERSONNEL SERVICES</u>								
5011-010-010	Salaries, Regular	164,107	169,424	166,971	161,736	75,057	158,354	236,889
5011-010-020	Salaries, Part-time	-	-	-	-	-	2,125	5,000
5011-010-030	Salaries, Overtime	190	-	34	-	-	-	-
5011-010-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5011-010-090	Benefits	85,335	84,925	85,883	81,582	39,409	85,119	128,308
TOTAL PERSONNEL SERVICES		254,433	259,149	257,688	248,118	116,866	250,398	374,997
<u>OTHER EXPENSES</u>								
5011-010-190	Other Equipment Maint	818	558	558	600	680	1,327	1,000
5011-010-210	Advertising	7,972	3,647	5,835	4,000	2,579	4,459	4,500
5011-010-220	Printing/Copying	1,460	1,280	884	1,000	654	981	1,000
5011-010-230	Professional/Temp Service	29,962	53,285	15,154	14,000	11,988	24,867	20,000
5011-010-260	Rent of Property & Equipmt	1,186	733	432	500	635	953	1,000
5011-010-320	Office/Computer Supplies	4,652	2,649	2,246	3,000	7,635	5,407	5,000
5011-010-350	Tools/Equipment (under \$1,000)	817	-	435	-	-	5,064	-
5011-010-410	Meeting Expense	1,618	1,371	957	1,500	674	1,454	1,600
5011-010-440	Training Expense	24,250	21,926	10,860	25,000	2,080	3,120	15,000
5011-010-450	Publication and Dues	8,026	2,031	4,975	6,000	3,448	5,425	6,000
5011-010-460	Postage	6	-	14	50	17	26	50
5011-010-660	Other Expense	8,134	6,999	6,506	5,100	5,217	1,127	5,600
TOTAL OTHER EXPENSES		88,901	94,479	48,857	60,750	35,609	54,210	60,750
TOTAL HUMAN RESOURCES		343,333	353,628	306,545	308,868	152,475	304,608	435,747

General Fund
CITY ATTORNEY
PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY ATTORNEY
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>CITY ATTORNEY</u>								
<u>OTHER EXPENSES</u>								
5011-050-230	Professional/Temp Service	161,136	116,664	140,734	225,000	50,453	139,023	225,000
5011-050-410	Meeting Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		161,136	116,664	140,734	225,000	50,453	139,023	225,000
TOTAL CITY ATTORNEY		<u>161,136</u>	<u>116,664</u>	<u>140,734</u>	<u>225,000</u>	<u>50,453</u>	<u>139,023</u>	<u>225,000</u>

General Fund
FINANCE
PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
FINANCE
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>FINANCE</u>								
<u>PERSONNEL SERVICES</u>								
5012-001-010	Salaries, Regular	317,176	342,137	323,916	326,101	168,610	332,915	474,677
5012-001-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5012-001-090	Benefits	168,429	174,620	178,109	188,048	96,063	188,719	271,917
TOTAL PERSONNEL SERVICES		490,405	521,557	506,825	518,949	267,073	526,434	751,393
<u>OTHER EXPENSES</u>								
5012-001-120	Building/Grounds Maint	-	46	80	-	-	-	-
5012-001-140	Computer Equip Maint	1,134	1,116	1,116	1,860	558	1,116	1,860
5012-001-190	Other Equipment Maint	-	-	-	-	433	997	1,000
5012-001-220	Printing/Copying	1,387	1,502	1,822	1,500	731	1,097	1,500
5012-001-230	Professional/Temp Service	5,500	4,500	11,070	13,000	4,320	6,480	13,000
5012-001-260	Rent of Property & Equipmt	863	331	301	1,200	-	-	1,200
5012-001-320	Office/Computer Supplies	7,704	7,361	7,224	9,000	3,885	7,167	9,000
5012-001-350	Tools/Equipment (under \$1,000)	100	100	216	500	-	-	500
5012-001-410	Meeting Expense	2,023	-	-	2,000	-	-	2,000
5012-001-420	Utilities	750	638	558	1,000	189	656	1,000
5012-001-440	Training Expense	532	120	285	3,000	135	203	3,000
5012-001-450	Publication and Dues	1,718	1,966	2,010	2,000	310	1,380	2,000
5012-001-460	Postage	30	-	-	-	-	-	-
5012-001-660	Other Expense	2,703	2,217	1,911	5,635	897	1,817	4,635
TOTAL OTHER EXPENSES		24,443	19,896	26,593	40,695	11,458	20,913	40,695
TOTAL FINANCE		<u>514,848</u>	<u>541,453</u>	<u>533,418</u>	<u>559,644</u>	<u>278,531</u>	<u>547,347</u>	<u>792,088</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
INFORMATION TECHNOLOGY
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>INFORMATION TECHNOLOGY</u>								
<u>PERSONNEL SERVICES</u>								
5012-020-010	Salaries, Regular	172,765	188,595	156,109	175,996	87,986	177,220	279,876
5012-020-090	Benefits	87,364	95,025	79,961	97,629	48,731	98,014	163,600
TOTAL PERSONNEL SERVICES		260,129	283,620	236,070	273,625	136,717	275,234	443,476
<u>OTHER EXPENSES</u>								
5012-020-120	Building/Grounds Maint	-	-	-	-	9,714	9,714	-
5012-020-140	Computer Equipment Maint	122,903	171,300	153,444	190,000	118,838	181,974	190,000
5012-020-190	Other Equipment Maint	2,366	943	789	5,000	595	2,165	5,000
5012-020-220	Printing/Copying	-	-	2	-	-	-	-
5012-020-230	Professional/Temp Service	-	-	96	5,000	-	-	3,800
5012-020-320	Office/Computer Supplies	1,717	968	2,863	2,500	347	926	2,500
5012-020-350	Tools/Equipment (under \$1,000)	2,866	4,114	1,512	4,500	1,018	2,052	4,500
5012-020-410	Meeting Expense	-	108	-	200	-	-	200
5012-020-420	Utilities	452	545	803	600	349	758	1,000
5012-020-440	Training Expense	-	165	2,990	3,000	-	-	3,000
5012-020-450	Publication and Dues	130	130	195	1,000	260	491	1,000
5012-020-490	Software Costs (under \$1,000)	279	292	421	2,000	199	299	2,000
5012-020-660	Other Expense	17	-	5	200	440	668	1,000
TOTAL OTHER EXPENSES		130,730	178,566	163,120	214,000	131,760	199,047	214,000
<u>CAPITAL OUTLAY</u>								
5012-020-730	Other Mach/Equip (over \$1,000)	6,923	-	-	-	-	-	-
5012-020-740	Computer Equip (over \$1,000)	-	8,928	-	30,000	3,575	5,363	20,000
5012-020-750	Computer Software (over \$1,000)	-	-	-	6,000	-	-	6,000
TOTAL CAPITAL OUTLAY		6,923	8,928	-	36,000	3,575	5,363	26,000
TOTAL INFORMATION SERVICES		397,782	471,114	399,190	523,625	272,052	479,644	683,476

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
GENERAL SERVICES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>GENERAL SERVICES</u>								
<u>PERSONNEL SERVICES</u>								
5012-050-010	Salaries, Regular	72,061	76,545	72,218	76,638	22,361	52,278	68,229
5012-050-090	Benefits	36,719	38,742	38,935	42,589	10,623	28,924	41,942
TOTAL PERSONNEL SERVICES		108,781	115,286	111,153	119,227	32,984	81,202	110,171
<u>OTHER EXPENSES</u>								
5012-050-120	Building/Grounds Maint	-	-	-	100	-	-	100
5012-050-190	Other Equipment Maint	186	201	186	300	93	186	300
5012-050-220	Printing/Copying	68	81	64	800	5	100	800
5012-050-230	Professional/Temp Service	-	-	-	-	32	32	-
5012-050-260	Rent of Property & Equipmt	10,922	10,524	7,980	20,000	1,995	7,988	9,700
5012-050-320	Office/Computer Supplies	1,954	1,945	1,855	7,000	930	2,155	7,000
5012-050-350	Tools/Equipment (under \$1,000)	-	-	-	500	-	-	500
5012-050-410	Meeting Expense	-	15	-	500	-	-	500
5012-050-420	Utilities	69,744	58,525	69,380	71,650	38,578	75,629	80,000
5012-050-440	Training Expense	-	-	-	500	-	-	500
5012-050-450	Publication and Dues	165	344	344	500	165	344	500
5012-050-460	Postage	18,386	14,457	16,860	24,250	3,088	12,464	24,250
5012-050-520	Insurance, Liability	85,307	85,307	85,307	85,307	42,653	85,307	85,307
5012-050-660	Other Expense	-	-	-	6,876	-	-	3,526
TOTAL OTHER EXPENSES		186,732	171,399	181,976	218,283	87,539	184,205	212,983
TOTAL GENERAL SERVICES		<u>295,513</u>	<u>286,686</u>	<u>293,129</u>	<u>337,510</u>	<u>120,523</u>	<u>265,407</u>	<u>323,154</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
UTILITY BILLING AND COLLECTIONS
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>UTILITY BILLING & COLLECTION</u>								
<u>PERSONNEL SERVICES</u>								
5012-075-010	Salaries, Regular	212,625	229,579	182,649	215,461	90,992	182,559	208,068
5012-075-020	Salaries, Part-time	7,813	2,285	2,693	10,000	8,694	8,694	5,000
5012-075-030	Salaries, Overtime	101	-	88	1,000	-	-	1,000
5012-075-090	Benefits	129,417	137,400	116,905	146,939	59,869	123,478	148,617
TOTAL PERSONNEL SERVICES		349,956	369,264	302,335	373,400	159,555	314,731	362,685
<u>OTHER EXPENSES</u>								
5012-075-140	Computer Equipment Maint	744	744	744	744	386	672	744
5012-075-220	Printing/Copying	-	-	665	100	2	2	100
5012-075-230	Professional/Temp Service	32	-	96	50	1	1	50
5012-075-320	Office/Computer Supplies	105	141	768	500	270	460	500
5012-075-350	Tools/Equipment (under \$1,000)	591	-	732	800	874	1,674	1,000
5012-075-410	Meeting Expense	-	-	-	100	-	-	100
5012-075-440	Training Expense	160	193	137	500	-	-	300
5012-075-450	Publication and Dues	59	1,193	59	1,600	50	400	1,000
5012-075-660	Other Expense	-	-	3,164	20,100	10,365	32,318	36,000
TOTAL OTHER EXPENSES		1,692	2,270	6,365	24,494	11,948	35,527	39,794
TOTAL UTILITY BILLING & COLLECTION		<u>351,648</u>	<u>371,534</u>	<u>308,700</u>	<u>397,894</u>	<u>171,503</u>	<u>350,258</u>	<u>402,479</u>

General Fund
POLICE SERVICES
PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
POLICE ADMINISTRATION
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
POLICE ADMINISTRATION								
PERSONNEL SERVICES								
5020-001-010	Salaries, Regular	5,098,137	5,614,613	5,368,891	5,763,774	2,511,844	4,902,697	5,640,438
5020-001-020	Salaries, Part-time	79,953	68,837	32,489	130,000	15,806	35,506	125,000
5020-001-030	Salaries, Overtime	410,242	325,256	300,585	350,000	196,028	398,286	380,000
5020-001-040	Car Allowance	4,400	4,600	4,800	4,800	200	-	-
5020-001-090	Benefits	3,146,368	3,363,685	3,395,065	3,396,741	1,459,723	2,809,729	3,489,278
TOTAL PERSONNEL SERVICES		8,739,100	9,376,991	9,101,830	9,645,315	4,183,602	8,146,218	9,634,716
OTHER EXPENSES								
5020-001-110	Vehicle Maintenance	424,521	381,216	459,056	500,000	238,172	398,301	400,000
5020-001-120	Building/Grounds Maint	27,836	49,856	37,944	36,000	6,308	15,892	36,000
5020-001-140	Computer Equip Maint	129,208	132,312	39,539	25,000	16,294	36,026	30,000
5020-001-190	Other Equipment Maint	11,186	18,511	14,218	20,000	7,337	11,720	15,000
5020-001-220	Printing/Copying	9,843	9,626	11,759	11,000	2,182	5,694	10,000
5020-001-230	Professional/Temp Service	209,113	212,537	242,108	230,000	77,080	190,656	245,000
5020-001-260	Rent of Property & Equipment	13,093	9,375	-	-	-	-	-
5020-001-320	Office/Computer Supplies	30,434	27,062	19,585	26,000	9,605	16,868	25,000
5020-001-350	Tools & Equipment (under \$1,000)	19,034	25,732	23,464	22,000	8,724	15,347	20,000
5020-001-410	Meeting Expense	1,749	630	974	2,000	844	1,303	2,000
5020-001-420	Utilities	111,154	112,869	129,010	110,000	70,368	141,277	140,000
5020-001-430	Uniform Allowance	27,610	21,717	46,032	20,000	24,163	36,380	30,000
5020-001-440	Training Expense	78,093	48,705	51,660	60,000	30,983	59,730	60,000
5020-001-450	Publication and Dues	8,907	8,138	9,512	10,000	831	3,101	8,000
5020-001-460	Postage	8,635	9,378	9,409	9,000	3,477	6,969	9,000
5020-001-470	Range Expense	15,249	12,575	11,037	12,000	4,429	8,270	10,000
5020-001-480	Firearms Expense	31,238	22,669	36,591	24,000	5,802	9,312	24,000
5020-001-490	Investigation Costs	4,030	8,484	3,860	7,000	2,031	4,344	6,000
5020-001-520	Insurance/Liability	114,000	114,000	114,000	114,000	57,000	114,000	114,000
5020-001-660	Other Expense	15,163	13,429	6,536	15,000	16,633	25,476	15,000
5020-001-680	Booking Fees		-		-			
5020-001-690	Animal Control	119,484	105,864	56,501	125,000	35,478	77,883	125,000
TOTAL OTHER EXPENSES		1,409,580	1,344,684	1,322,795	1,378,000	617,740	1,178,549	1,324,000
CAPITAL OUTLAY								
5020-001-710	Office Equipment (over \$1,000)	2,351	1,027	-	-	-	-	-
5020-001-720	Automotive Equipment	7,053	-	-	-	-	-	-
5020-001-730	Other Mach/Equip (over \$1,000)	63,379	60,097	3,469	-	-	-	-
5020-001-740	Computer Equipment (over \$1,000)	-	6,749	6,341	-	2,388	3,581	-
TOTAL CAPITAL OUTLAY		72,782	67,873	9,810	-	2,388	3,581	-
TOTAL POLICE ADMINISTRATION		10,221,462	10,789,548	10,434,435	11,023,315	4,803,729	9,328,348	10,958,716

General Fund
FIRE SERVICES
PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
FIRE DEPARTMENT								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	1,859,366	2,078,896	2,161,813	2,249,846	1,141,663	2,251,931	2,478,886
5021-001-020	Salaries, Part-time	165,052	153,508	65,626	155,000	23,765	47,741	155,000
5021-001-030	Salaries, Overtime	174,736	141,006	342,032	170,000	402,070	496,499	250,000
5021-001-090	Benefits	1,263,948	1,256,858	1,435,744	1,273,269	702,483	1,315,788	1,489,845
TOTAL PERSONNEL SERVICES		3,463,103	3,630,268	4,005,215	3,848,115	2,269,981	4,111,959	4,373,731
<u>OTHER EXPENSES</u>								
5021-001-110	Vehicle Maintenance	340,602	360,569	-	-	-	-	-
5021-001-120	Building/Grounds Maint	9,132	12,769	7,523	9,000	7,222	12,929	13,000
5021-001-140	Computer Equip Maint	13,825	23,609	11,495	20,000	9,118	22,258	21,000
5021-001-190	Other Equipment Maint	158,209	19,993	-	-	-	-	-
5021-001-220	Printing/Copying	1,919	1,672	1,337	1,900	1,768	2,396	2,500
5021-001-230	Professional/Temp Service	3,557	8,699	32,597	10,000	14,098	35,471	35,000
5021-001-260	Rent of Property & Equipmt	5,027	2,887	708	3,000	162	244	3,000
5021-001-320	Office/Computer Supplies	1,912	2,678	2,336	3,000	3,448	6,993	5,000
5021-001-330	Janitorial Supplies	2,997	4,162	1,849	3,500	1,345	2,293	5,000
5021-001-350	Tools/Equipment (under \$1,000)	14,785	31,877	10,288	22,000	21,933	31,352	25,000
5021-001-410	Meeting Expense	4,011	2,343	1,102	2,500	737	1,261	2,500
5021-001-420	Utilities	43,848	44,815	54,627	52,500	37,426	70,676	70,000
5021-001-430	Uniform Allowance	6,089	26,466	7,574	15,000	12,806	23,284	15,000
5021-001-440	Training Expense	17,320	24,282	-	-	-	-	-
5021-001-450	Publication and Dues	9,807	10,943	3,703	10,000	8,741	12,115	10,000
5021-001-460	Postage	3,943	2,532	2,723	2,700	2,060	3,601	3,000
5021-001-490	Fireworks	-	-	10	200	-	-	200
5021-001-520	Insurance, Liability	55,442	55,442	55,442	55,450	27,722	55,442	55,450
5021-001-610	Weed Abatement Services	-	-	1,035	-	-	-	-
5021-001-660	Other Expense	8,323	8,241	3,962	8,000	4,961	8,566	10,000
TOTAL OTHER EXPENSES		700,747	643,980	198,312	218,750	153,549	288,881	275,650
<u>CAPITAL OUTLAY</u>								
5021-001-710	Office Equipment (over \$1,000)	-	-	7,648	3,000	-	-	3,000
5021-001-730	Other Mach/Equip (over \$1,000)	38,411	9,962	9,442	6,000	18,494	18,494	6,000
5021-001-740	Computer Equipment (over \$1,000)	171	-	3,476	3,000	-	2,860	3,000
TOTAL CAPITAL OUTLAY		38,582	9,962	20,566	12,000	18,494	21,354	12,000
TOTAL FIRE DEPARTMENT		4,202,432	4,284,209	4,224,092	4,078,865	2,442,024	4,422,194	4,661,381

General Fund

COMMUNITY DEVELOPMENT

PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PLANNING
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
PLANNING & ZONING								
PERSONNEL SERVICES								
5030-020-010	Salaries, Regular	284,447	309,519	354,985	348,257	159,633	319,692	377,256
5030-020-030	Overtime	-	-	205	-	-	-	-
5030-020-040	Car Allowance	9,600	9,600	9,040	4,800	4,800	9,600	9,600
5030-020-090	Benefits	140,738	156,352	194,517	197,003	89,166	175,507	213,724
TOTAL PERSONNEL SERVICES		434,786	475,471	558,746	550,060	253,599	504,799	600,580
OTHER EXPENSES								
5030-020-140	Computer Equipment Maint	-	5,014	4,864	2,000	7,409	11,718	8,750
5030-020-190	Other Equipment Maint	5,368	2,790	2,790	2,790	211	463	2,000
5030-020-210	Advertising	1,593	3,488	3,090	2,000	1,200	2,510	2,000
5030-020-220	Printing/Copying	1,069	1,817	2,321	1,500	828	1,627	1,500
5030-020-230	Professional/Temp Service	51,302	52,867	43,628	94,964	38,971	78,079	94,964
5030-020-260	Rent of Property & Equipmt	6,901	5,058	3,391	3,500	1,075	2,983	3,500
5030-020-320	Office/Computer Supplies	6,086	4,099	4,018	5,000	1,391	3,397	3,500
5030-020-350	Tools/Equipment under \$1000	-	348	466	-	-	-	-
5030-020-410	Meeting Expense	4,362	3,203	286	3,000	-	638	3,000
5030-020-420	Utilities	2,064	2,150	3,020	2,000	3,327	6,706	3,500
5030-020-430	Uniform Allowance	-	231	477	-	-	552	590
5030-020-440	Training Expense	3,173	1,707	1,643	2,000	650	975	2,000
5030-020-450	Publication and Dues	17,908	13,662	14,248	15,000	1,193	4,624	15,000
5030-020-460	Postage	587	906	934	500	613	1,267	700
5030-020-660	Other Expense	419	1,655	6,848	1,200	203	305	1,200
TOTAL OTHER EXPENSES		100,832	98,995	92,022	135,454	57,071	115,844	142,204
CAPITAL OUTLAY								
5030-020-730	Other Mach/Equip (over \$1,000)	-	2,370	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	2,370	-	-	-	-	-
TOTAL PLANNING & ZONING		535,618	576,836	650,768	685,514	310,670	620,643	742,784

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ECONOMIC DEVELOPMENT
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
ECONOMIC DEVELOPMENT								
PERSONNEL SERVICES								
5030-025-010	Salaries, Regular	175,546	242,630	174,384	218,037	100,979	200,643	280,416
5030-025-030	Salaries, Overtime	-	-	-	-	61	92	-
5030-025-040	Car Allowance	4,000	4,800	1,000	4,800	-	-	-
5030-025-090	Benefits	80,530	113,938	89,767	117,402	53,676	107,476	155,726
TOTAL PERSONNEL SERVICES		260,076	361,368	265,151	340,239	154,716	308,211	436,142
OTHER EXPENSES								
5030-025-110	Vehicle Maintenance	2,483	2,373	2,177	2,400	1,076	2,187	2,400
5030-025-210	Advertising	-	-	1,397	-	-	-	-
5030-025-220	Printing/Copying	223	21	10	100	2	3	100
5030-025-230	Professional/Temp Service	125	10,544	-	40,000	-	-	40,000
5030-025-320	Office/Computer Supplies	957	1,064	-	500	37	56	500
5030-025-410	Meeting Expense	5,157	5,364	-	3,000	550	3,211	3,000
5030-025-420	Utilities	497	500	463	500	192	403	500
5030-025-430	Uniform Allowance	-	139	-	-	-	-	-
5030-025-440	Training Expense	42	915	380	1,000	650	975	1,000
5030-025-450	Publication and Dues	7,772	4,482	2,615	2,400	329	735	2,400
5030-025-460	Postage	-	45	38	-	-	-	-
5030-025-490	Special Consumables	5,451	42,827	20,000	5,000	455	683	5,000
5030-025-660	Other Expense	250	2,130	531	2,000	-	-	2,000
TOTAL OTHER EXPENSES		22,956	70,404	27,611	56,900	3,292	8,253	56,900
TOTAL ECONOMIC DEVELOPMENT		283,032	431,772	292,762	397,139	158,008	316,464	493,042

General Fund
ENGINEERING & PROJECT MGT
PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ENGINEERING AND PROJECT MANAGEMENT
ENGINEERING AND PROJECT MANAGEMENT
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
ENGINEERING & PROJECT MANAGEMENT								
<u>PERSONNEL SERVICES</u>								
5030-010-010	Salaries, Regular	682,461	868,060	862,380	881,731	414,587	840,567	943,777
5030-010-020	Salaries, Part-time	9,659	-	-	-	-	-	-
5030-010-030	Salaries, Overtime	203	573	260	500	-	-	-
5030-010-040	Car Allowance	4,800	8,800	9,400	9,600	4,800	9,600	9,600
5030-010-090	Benefits	355,335	444,995	485,638	529,148	232,602	471,678	569,994
TOTAL PERSONNEL SERVICES		1,052,458	1,322,428	1,357,678	1,420,979	651,989	1,321,845	1,523,371
<u>OTHER EXPENSES</u>								
5030-010-110	Vehicle Maintenance	46,516	44,830	38,374	40,000	22,459	44,924	45,000
5030-010-140	Computer Equipment Maintenance	14,334	16,037	23,810	25,000	46,892	48,566	50,000
5030-010-190	Other Equipment Maint	13,365	11,666	11,666	14,000	4,023	12,158	14,000
5030-010-220	Printing/Copying	1,718	2,301	2,863	3,000	932	1,784	3,000
5030-010-230	Professional/Temp Service	(3,147)	23,519	14,979	12,500	3,243	16,718	15,000
5030-010-260	Rent of Property & Equipmt	8,425	6,255	3,626	8,000	1,075	2,983	3,000
5030-010-320	Office/Computer Supplies	11,196	3,677	6,880	6,000	1,325	3,950	5,000
5030-010-350	Tools/Equipment (under \$1,000)	832	959	871	1,000	296	529	1,000
5030-010-410	Meeting Expense	1,651	622	208	1,000	-	-	500
5030-010-420	Utilities	8,166	8,546	10,295	9,000	7,154	15,462	16,000
5030-010-430	Uniform Allowance	572	1,433	820	800	390	1,064	1,000
5030-010-440	Training Expense	2,275	3,533	811	5,000	344	700	3,000
5030-010-450	Publication and Dues	4,641	9,327	4,327	5,000	2,416	5,045	5,000
5030-010-460	Postage	151	119	291	500	135	237	500
5030-010-660	Other Expense	436	3,691	748	2,073	187	541	2,000
TOTAL OTHER EXPENSES		111,133	136,515	120,569	132,873	90,871	154,661	164,000
<u>CAPITAL OUTLAY</u>								
5030-010-740	Computer Equipment (over \$1,000)	-	-	2,513	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	2,513	-	-	-	-
TOTAL ENGINEERING & PROJECT MANAGEMENT		<u>1,163,590</u>	<u>1,458,943</u>	<u>1,480,760</u>	<u>1,553,852</u>	<u>742,860</u>	<u>1,476,506</u>	<u>1,687,371</u>

General Fund
PUBLIC WORKS
PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

STREET MAINTENANCE

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	30-Jun-22	2022/23 BUDGET
001 5030-030-010	Salaries, Regular	140,403	171,973	121,459	150,820	65,004	157,204	155,906
001 5030-030-030	Salaries, Overtime	771	301	114	1,500	284	604	1,500
001 5030-030-090	Benefits	96,791	109,322	91,982	106,287	46,988	110,513	109,317
001 5030-030-110	Vehicle Maintenance	175,310	199,504	200,759	190,000	111,266	222,406	210,000
001 5030-030-120	Building/Grounds Maint	2,675	4,171	4,946	3,000	1,165	2,653	3,000
001 5030-030-190	Other Equipment Maint	13,309	16,583	14,089	13,000	6,160	11,584	13,000
001 5030-030-220	Printing/Copying	24	87	81	100	7	10	100
001 5030-030-230	Professional/Temp Service	652	791	1,021	600	627	1,282	1,000
001 5030-030-260	Rent of Property & Equipment	852	737	-	1,000	-	-	-
001 5030-030-320	Office/Computer Supplies	724	1,274	1,006	1,000	1,376	1,463	1,200
001 5030-030-340	Maint & Repair Materials	15,475	8,751	4,356	9,000	312	5,578	9,000
001 5030-030-350	Tools/Equipment (under \$1,000)	1,328	279	1,845	500	315	473	500
001 5030-030-420	Utilities	6,041	4,614	4,464	4,000	2,767	5,603	5,500
001 5030-030-430	Uniform Allowance	4,692	2,966	2,753	3,000	447	2,432	3,000
001 5030-030-440	Training Expense	1,702	2,439	119	2,000	80	-	2,000
001 5030-030-450	Publication and Dues	-	45	121	100	33	50	100
001 5030-030-520	Insurance, Liability	30,287	30,287	30,287	30,287	15,143	30,287	30,287
001 5030-030-660	Other Expense	1,045	1,817	894	1,000	505	2,223	1,000
001 5030-030-730	Other Mach/Equip (over \$1000)	1,608	-	-	-	-	-	-
TOTAL STREET MAINTENANCE		493,688	555,941	480,297	517,194	252,480	554,365	546,409

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

STREET SIGNALS, SIGNS, STRIPING

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	30-Jun-22	2022/23 BUDGET
001 5030-035-010	Salaries, Regular	56,718	76,721	47,706	57,091	20,392	50,072	57,170
001 5030-035-030	Salaries, Overtime	1,482	2,269	2,129	2,000	2,060	4,313	4,000
001 5030-035-090	Benefits	31,103	46,694	29,151	40,959	14,884	35,369	41,339
001 5030-035-110	Vehicle Maintenance	20,320	18,181	15,549	17,000	9,962	19,818	20,000
001 5030-035-120	Building/Grounds Maint	-	109	1,386	1,500	-	-	1,000
001 5030-035-190	Other Equipment Maint	79	405	804	1,000	390	816	1,000
001 5030-035-230	Professional/Temp Service	21,919	46,719	21,522	50,000	6,136	18,601	30,000
001 5030-035-320	Office/Computer Supplies	587	86	-	250	12	19	250
001 5030-035-340	Maint and Repair Materials	97,794	101,372	123,482	110,000	35,269	83,472	105,000
001 5030-035-350	Tools/Equipment (under \$1,000)	1,494	316	275	500	542	813	1,000
001 5030-035-420	Utilities	31,033	30,220	34,710	35,000	14,193	36,752	38,000
001 5030-035-430	Uniform Allowance	2,158	1,123	981	1,500	346	915	1,000
001 5030-035-440	Training Expense	470	2,751	-	2,000	-	-	1,500
001 5030-035-450	Publication and Dues	-	170	170	200	170	170	200
001 5030-035-660	Other Expense	161	238	-	-	2	3	-
TOTAL STREET SIGNALS, SIGNS, STRIPING		265,317	327,374	277,865	319,000	104,360	251,133	301,459

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

STREET LIGHTING

001 5030-037-010 Salaries, Regular
001 5030-037-090 Benefits
001 5030-037-420 Utilities

TOTAL STREET LIGHTING

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	30-Jun-22	2022/23 BUDGET
1,455	1,274	1,296	1,647	710	1,417	3,016
605	633	639	905	360	720	1,502
504,521	510,665	603,145	535,000	200,593	530,921	535,000
506,581	512,572	605,080	537,552	201,663	533,058	539,517

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

STORM DRAIN MAINTENANCE

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	30-Jun-22	2022/23 BUDGET
001 5030-045-010	Salaries, Regular	15,404	22,826	16,659	26,017	10,038	20,351	25,867
001 5030-045-030	Salaries, Overtime	4,749	1,809	432	2,000	792	1,665	2,000
001 5030-045-090	Benefits	9,683	13,516	9,499	16,145	6,269	12,604	16,818
001 5030-045-110	Vehicle Maintenance	28,154	18,735	21,848	23,313	11,313	30,044	25,000
001 5030-045-120	Building/Ground Maint	683	8,524	1,314	4,000	3,200	3,200	4,000
001 5030-045-190	Other Equipment Maint	4,707	2,720	4,368	4,368	2,184	4,368	4,400
001 5030-045-230	Professional/Temp Service	1,800	-	-	-	-	-	-
001 5030-045-340	Maint and Repair Materials	15,753	10,923	7,249	10,500	5,085	10,313	10,500
001 5030-045-350	Tools/Equipment (under \$1,000)	3,786	595	-	500	-	-	500
001 5030-045-420	Utilities	1,887	1,407	1,504	1,500	585	1,837	1,500
001 5030-045-440	Training Expense	-	375	-	-	-	-	-
001 5030-045-450	Publications and Dues	-	-	-	-	26,498	26,498	-
001 5030-045-660	Other Expense	804	-	671	-	617	925	1,000
001 5030-045-730	Other Mach/Equipment	8,837	1,182	-	2,000	-	-	1,000
TOTAL STORM DRAIN MAINTENANCE		96,248	82,611	63,543	90,343	66,581	111,805	92,585

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

PARKING LOT MAINTENANCE

001 5030-050-010 Salaries, Regular
001 5030-050-030 Salaries, Overtime
001 5030-050-090 Benefits
001 5030-050-120 Building/Grounds Maint
001 5030-050-230 Professional/Temp Service
001 5030-050-420 Utilities

TOTAL PARKING LOT MAINTENANCE

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	30-Jun-22	2022/23 BUDGET
1,455	1,274	1,296	1,647	710	1,417	1,500
-	-	-	-	163	244	-
605	633	639	905	445	848	1,209
156	302	20	-	307	460	500
31,792	31,791	36,460	35,000	14,847	40,075	35,000
22,192	22,971	29,216	27,000	12,625	35,375	30,000
56,200	56,971	67,630	64,552	29,098	78,419	68,209

General Fund
PARKS & LEISURE SERVICES
PROPOSED ANNUAL BUDGET



FY 2022/2023

PARKS MAINTENANCE

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
PARKS MAINTENANCE & OPERATION								
<u>PERSONNEL SERVICES</u>								
5050-005-010	Salaries, Regular	390,991	440,054	397,211	399,517	186,448	366,055	405,328
5050-005-020	Salaries, Part-time	3,248	12,397	27,322	14,550	13,622	25,586	14,550
5050-005-030	Salaries, Overtime	1,231	1,013	905	1,800	1,299	2,403	1,800
5050-005-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5050-005-090	Benefits	229,858	230,094	232,237	245,116	113,912	222,291	244,322
TOTAL PERSONNEL SERVICES		630,127	688,358	662,476	665,783	317,680	621,135	670,800
<u>OTHER EXPENSES</u>								
5050-005-110	Vehicle Maintenance	167,186	164,428	146,588	134,599	103,161	180,232	165,791
5050-005-120	Building/Grounds Maint	56,452	75,445	87,750	55,480	49,788	80,094	55,480
5050-005-140	Computer Equip Maint	744	604	372	1,030	279	558	1,030
5050-005-190	Other Equipment Maint	14,366	14,507	13,031	12,178	8,394	13,953	12,178
5050-005-220	Printing/Copying	42	34	27	100	4	6	100
5050-005-230	Professional/Temp Service	1,375	523	708	1,400	567	1,212	1,400
5050-005-260	Rent of Property & Equipmt	1,153	711	98	1,311	84	204	1,311
5050-005-320	Office/Computer Supplies	3,993	4,348	1,356	3,500	383	595	750
5050-005-350	Tools/Equipment (under \$1,000)	203	213	1,906	-	1,431	2,463	1,895
5050-005-410	Meeting Expense	122	-	-	150	-	-	-
5050-005-420	Utilities	8,892	9,859	12,072	8,438	6,438	13,442	13,500
5050-005-430	Uniform Allowance	9,280	10,245	10,555	7,600	4,715	11,357	10,000
5050-005-440	Training Expense	1,220	225	-	500	20	30	300
5050-005-450	Publication and Dues	199	201	201	-	-	-	-
5050-005-460	Postage	-	44	-	-	-	-	-
5050-005-520	Insurance, Liability	24,000	24,000	24,000	24,000	12,000	24,000	24,000
5050-005-610	Weed Abatement	4,400	26,137	-	-	-	-	-
5050-005-660	Other Expense	1,293	1,412	1,654	2,117	708	1,217	2,117
TOTAL OTHER EXPENSES		294,920	332,937	300,317	252,403	187,971	329,363	289,852
<u>CAPITAL OUTLAY</u>								
5050-005-730	Other Mach/Equipment (over \$1000)	-	-	-	-	1,488	2,232	-
TOTAL CAPITAL OUTLAY		-	-	-	-	1,488	2,232	-
TOTAL PARK MAINT & OPERATION		925,047	1,021,295	962,794	918,186	507,139	952,730	960,652

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>LIME STREET PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-006-010	Salaries, Regular	6,617	4,743	5,144	6,220	2,669	5,018	5,691
5050-006-090	Benefits	3,785	2,811	3,089	3,822	1,666	3,145	3,781
TOTAL PERSONNEL SERVICES		10,402	7,553	8,232	10,042	4,335	8,163	9,472
<u>OTHER EXPENSES</u>								
5050-006-120	Building/Grounds Maint	289	3,226	1,801	300	22	2,361	2,000
5050-006-190	Other Equipment Maint	-	7	11	-	-	-	-
5050-006-230	Professional/Temp Service	-	-	-	-	218	-	-
5050-006-420	Utilities	1,421	1,452	2,070	1,988	1,371	2,227	1,988
TOTAL OTHER EXPENSES		1,710	4,685	3,882	2,288	1,611	4,588	3,988
TOTAL LIME STREET PARK		<u>12,112</u>	<u>12,238</u>	<u>12,115</u>	<u>12,330</u>	<u>5,946</u>	<u>12,751</u>	<u>13,460</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>LION'S PARK</u>								
<u>OTHER EXPENSES</u>								
5050-007-120	Building/Grounds Maint	849	5,794	2,280	145	51	2,457	2,000
5050-007-190	Other Equipment Maint	-	17	11	-	-	-	-
5050-007-230	Professional/Temp Service	1,947	2,210	2,159	1,735	871	2,090	2,100
5050-007-420	Utilities	1,299	1,606	1,599	1,013	583	1,385	1,400
TOTAL OTHER EXPENSES		4,096	9,627	6,049	2,893	1,504	5,932	5,500
TOTAL LION'S PARK		<u>4,096</u>	<u>9,627</u>	<u>6,049</u>	<u>2,893</u>	<u>1,504</u>	<u>5,932</u>	<u>5,500</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>MURRY PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-008-010	Salaries, Regular	48,007	49,776	48,713	47,875	26,039	51,294	51,584
5050-008-020	Salaries, Part-time	7,457	8,521	10,800	14,610	5,793	11,591	14,610
5050-008-030	Salaries, Overtime	679	774	621	375	234	351	375
5050-008-090	Benefits	26,756	31,276	31,702	31,495	17,500	34,673	34,251
TOTAL PERSONNEL SERVICES		82,898	90,347	91,835	94,355	49,565	97,909	100,820
<u>OTHER EXPENSES</u>								
5050-008-120	Building/Grounds Maint	20,399	34,218	10,055	22,000	16,228	34,605	22,000
5050-008-190	Other Equipment Maint	1,714	620	1,343	1,205	282	718	1,205
5050-008-230	Professional/Temp Service	-	300	-	-	-	-	-
5050-008-420	Utilities	21,846	35,822	37,838	30,879	25,570	38,799	35,779
5050-008-660	Other Expense	26	15	-	-	201	301	-
TOTAL OTHER EXPENSES		43,985	70,975	49,236	54,084	42,282	74,423	58,984
<u>CAPITAL OUTLAY</u>								
5050-008-730	Other Mach/Equip (over \$1,000)	2,160	1,758	1,259	-	3,967	3,967	-
TOTAL CAPITAL OUTLAY		2,160	1,758	1,259	-	3,967	3,967	-
TOTAL MURRY PARK		<u>129,043</u>	<u>163,080</u>	<u>142,330</u>	<u>148,439</u>	<u>95,814</u>	<u>176,299</u>	<u>159,804</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>NORTH PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-009-010	Salaries, Regular	4,661	1,589	1,273	1,500	479	1,106	1,500
5050-009-030	Overtime	-	-	77		-	-	-
5050-009-090	Benefits	2,744	935	789	1,000	289	674	1,000
TOTAL PERSONNEL SERVICES		7,405	2,524	2,139	2,500	768	1,780	2,500
<u>OTHER EXPENSES</u>								
5050-009-120	Building/Grounds Maint	220	1,067	145	200	42	64	200
5050-009-190	Other Equipment Maint	-	17	-	-	-	-	-
5050-009-420	Utilities	1,248	1,148	1,171	1,070	524	1,262	1,200
TOTAL OTHER EXPENSES		1,467	2,232	1,315	1,270	567	1,326	1,400
TOTAL NORTH PARK		<u>8,872</u>	<u>4,756</u>	<u>3,455</u>	<u>3,770</u>	<u>1,335</u>	<u>3,106</u>	<u>3,900</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>VETERAN'S PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-010-010	Salaries, Regular	47,695	53,962	56,997	53,792	29,807	59,859	60,908
5050-010-020	Salaries, Part-time	7,160	8,444	10,786	12,973	5,779	11,570	12,973
5050-010-030	Salaries, Overtime	377	1,117	510	745	427	641	745
5050-010-090	Benefits	27,925	35,841	38,142	36,878	20,813	42,121	42,207
TOTAL PERSONNEL SERVICES		83,157	99,363	106,435	104,388	56,825	114,191	116,833
<u>OTHER EXPENSES</u>								
5050-010-120	Building/Grounds Maint	11,922	18,842	16,995	19,900	4,946	12,091	16,000
5050-010-230	Professional/Temp Service	1,250	1,775	5,900	-	225	1,688	1,500
5050-010-260	Rent of Property & Equipment	2,490	2,895	2,411	2,100	-	-	2,100
5050-010-420	Utilities	43,933	60,767	71,163	65,150	39,994	66,718	65,150
5050-010-660	Other Expense	443	96	117	-	-	27	-
TOTAL OTHER EXPENSES		60,038	84,376	96,585	87,150	45,164	80,524	84,750
<u>CAPITAL OUTLAY</u>								
5050-010-730	Other Mach/Equipm (over \$1,000)	1,908	9,067	4,240	-	-	14,351	-
TOTAL CAPITAL OUTLAY		1,908	9,067	4,240	-	-	14,351	-
TOTAL VETERAN'S PARK		<u>145,104</u>	<u>192,806</u>	<u>207,261</u>	<u>191,538</u>	<u>101,990</u>	<u>209,066</u>	<u>201,583</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>ZALUD PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-011-010	Salaries, Regular	46,286	46,974	46,525	48,584	25,561	52,052	52,397
5050-011-020	Salaries, Part-time	7,160	8,444	10,772	12,973	5,751	11,528	12,973
5050-011-030	Salaries, Overtime	226	746	178	425	426	639	425
5050-011-090	Benefits	27,304	31,508	32,008	32,993	17,751	36,368	35,948
TOTAL PERSONNEL SERVICES		80,976	87,672	89,483	94,975	49,488	100,587	101,743
<u>OTHER EXPENSES</u>								
5050-011-120	Building/Grounds Maint	10,425	15,154	11,271	10,542	4,291	11,280	10,542
5050-011-230	Professional/Temp Services	-	-	3,500	-	-	-	-
5050-011-260	Rent of Property & Equipment	-	-	597	-	138	621	-
5050-011-420	Utilities	37,480	32,032	34,181	34,347	20,131	34,396	34,347
5050-011-660	Other Expense	26	9	24	-	79	199	-
TOTAL OTHER EXPENSES		47,931	47,195	49,572	44,889	24,640	46,496	44,889
<u>CAPITAL OUTLAY</u>								
5050-011-730	Other Mach/Equip (over \$1,000)	-	-	3,280	-	4,816	8,419	-
TOTAL CAPITAL OUTLAY		-	-	3,280	-	4,816	8,419	-
TOTAL ZALUD PARK		<u>128,908</u>	<u>134,866</u>	<u>142,336</u>	<u>139,864</u>	<u>78,944</u>	<u>155,502</u>	<u>146,632</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>MAIN STREET</u>								
<u>PERSONNEL SERVICES</u>								
5050-012-010	Salaries, Regular	-	73	-	500	-	-	500
5050-012-030	Overtime	53	-	77	-	-	-	-
5050-012-090	Benefits	22	41	39	300	-	-	300
TOTAL PERSONNEL SERVICES		76	114	115	800	-	-	800
<u>OTHER EXPENSES</u>								
5050-012-120	Building/Grounds Maint	641	195	6,673	2,200	342	513	2,200
5050-012-230	Professional/Temp Service	18,754	18,101	22,264	21,000	10,156	17,623	21,000
5050-012-420	Utilities	4,483	4,954	4,915	6,500	2,096	4,421	5,000
5050-012-660	Other Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		23,877	23,250	33,852	29,700	12,594	22,557	28,200
TOTAL MAIN STREET		<u>23,953</u>	<u>23,364</u>	<u>33,967</u>	<u>30,500</u>	<u>12,594</u>	<u>22,557</u>	<u>29,000</u>

**CITY OF PORTERVILLE
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PARKS
FISCAL YEAR 2022/23**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>HAYES FIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-013-010	Salaries, Regular	7,157	8,309	7,583	9,000	3,591	7,282	8,000
5050-013-030	Salaries, Overtime	-	-	77	-	-	-	-
5050-013-090	Benefits	4,324	4,978	4,569	5,400	2,173	4,459	5,400
TOTAL PERSONNEL SERVICES		11,480	13,286	12,229	14,400	5,764	11,741	13,400
<u>OTHER EXPENSES</u>								
5050-013-120	Building/Grounds Maint	667	1,327	1,134	1,590	2,988	6,705	1,590
5050-013-190	Other Equipment Maint	-	224	-	-	-	-	-
5050-013-230	Professional/Temp Service	950	-	-	-	-	-	-
5050-013-420	Utilities	24,838	16,715	19,077	16,611	6,470	23,068	23,000
TOTAL OTHER EXPENSES		26,456	18,267	20,210	18,201	9,459	29,773	24,590
TOTAL HAYES FIELD		<u>37,936</u>	<u>31,554</u>	<u>32,439</u>	<u>32,601</u>	<u>15,223</u>	<u>41,514</u>	<u>37,990</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>WEED ABATEMENT</u>								
<u>PERSONNEL SERVICES</u>								
5050-020-010	Salaries, Regular	-	-	20,290	46,904	23,337	44,568	93,808
5050-020-020	Salaries, Part-time	-	-	33,976	10,080	17,187	29,178	35,000
5050-020-090	Benefits	-	-	16,298	32,027	17,160	32,690	64,054
TOTAL PERSONNEL SERVICES		-	-	70,564	89,011	57,684	106,436	192,862
<u>OTHER EXPENSES</u>								
5050-020-110	Vehicle Maintenance	-	-	6,640	5,000	7,316	13,465	11,316
5050-020-120	Building/Grounds Maint	-	-	2,170	5,000	3,730	12,123	7,500
5050-020-190	Other Equipment Maint	-	-	550	1,000	1,218	2,318	2,525
5050-020-230	Professional/Temp Service	-	-	-	-	2	3	-
5050-020-350	Tools/Equipment	-	-	3,203	2,575	646	1,393	4,975
5050-020-420	Utilities	-	-	149	-	185	392	500
5050-020-430	Uniform Allowance	-	-	59	200	68	175	200
5050-020-660	Other Expenses	-	-	516	1,000	51	76	500
TOTAL OTHER EXPENSES		-	-	13,288	14,775	13,216	29,945	27,516
<u>CAPITAL OUTLAY</u>								
5050-020-720	Automotive Equipment	-	-	-	90,000	35,881	35,881	130,000
5050-020-730	Other Mach/Equip (over \$1,000)	-	-	110,046	25,400	-	-	25,000
TOTAL CAPITAL OUTLAY		-	-	110,046	115,400	35,881	35,881	155,000
TOTAL WEED ABATEMENT		-	-	193,898	219,186	106,780	136,381	375,378

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PARKS
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ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>STREET TREES/PARKWAYS</u>								
<u>PERSONNEL SERVICES</u>								
5050-025-010	Salaries, Regular	4,013	1,097	-	3,000	-	-	3,000
5050-025-020	Salaries, Part-time	-	-	70	-	-	-	-
5050-025-030	Salaries, Overtime	1,007	123	77	1,558	364	664	1,558
5050-025-090	Benefits	2,804	707	70	1,800	184	341	1,800
TOTAL PERSONNEL SERVICES		7,824	1,927	217	6,358	548	1,005	6,358
<u>OTHER EXPENSES</u>								
5050-025-110	Vehicle Maintenance	41,595	42,082	55,480	42,392	24,542	40,990	42,392
5050-025-120	Building/Grounds Maint	1,806	832	374	2,500	20	30	2,500
5050-025-190	Other Equipment Maint	7,732	9,604	11,700	8,850	3,867	6,480	8,850
5050-025-230	Professional/Temp Service	633	544	20	7,390	4,500	6,750	7,390
5050-025-350	Tools/Equipment under \$1000	120	1,995	804	-	-	-	-
5050-025-420	Utilities	-	-	-	-	-	-	-
5050-025-430	Uniform Allowance	197	227	230	288	75	199	288
TOTAL OTHER EXPENSES		52,083	55,286	68,609	61,420	33,004	54,449	61,420
TOTAL STREET TREES/PARKWAYS		<u>59,906</u>	<u>57,213</u>	<u>68,826</u>	<u>67,778</u>	<u>33,552</u>	<u>55,454</u>	<u>67,778</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>BARN THEATRE</u>								
<u>PERSONNEL SERVICES</u>								
5050-031-010	Salaries, Regular	4,483	3,817	3,867	4,000	1,644	3,832	4,000
5050-031-090	Benefits	2,565	2,238	2,285	2,400	1,000	2,364	2,500
TOTAL PERSONNEL SERVICES		7,048	6,055	6,152	6,400	2,644	6,196	6,500
<u>OTHER EXPENSES</u>								
5050-031-120	Building/Grounds Maint	3,623	11,684	40	400	-	-	400
5050-031-230	Professional/Temp Service	-	-	-	550	-	-	550
5050-031-420	Utilities	2,587	2,374	2,668	2,915	1,428	2,422	2,915
TOTAL OTHER EXPENSES		6,209	14,058	2,708	3,865	1,428	2,422	3,865
TOTAL BARN THEATRE		<u>13,257</u>	<u>20,113</u>	<u>8,859</u>	<u>10,265</u>	<u>4,072</u>	<u>8,618</u>	<u>10,365</u>

**CITY OF PORTERVILLE
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PARKS
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ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>MEDIANS</u>								
<u>PERSONNEL SERVICES</u>								
5050-034-010	Salaries, Regular	14,737	30,017	32,253	34,601	15,484	30,842	32,323
5050-034-020	Salaries, Part-time	21,185	16,504	-	28,000	-	-	18,000
5050-034-030	Salaries, Overtime	75	192	154	151	78	117	151
5050-034-090	Benefits	21,907	30,052	22,665	26,800	11,202	22,413	24,640
TOTAL PERSONNEL SERVICES		57,904	76,765	55,072	89,552	26,764	53,372	75,114
<u>OTHER EXPENSES</u>								
5050-034-110	Vehicle Maintenance	-	5,200	-	-	-	-	-
5050-034-120	Building/Grounds Maint	3,946	4,364	2,786	2,245	1,922	5,172	3,000
5050-034-190	Other Equipment Maintenance	-	201	90	-	291	436	-
5050-034-230	Professional/Temp Service	5,107	3,088	3,192	3,638	1,230	2,214	3,638
5050-034-340	Maint and Repair Material	43	64	163	-	-	-	-
5050-034-350	Tools/Equipment (under \$1000)	1,094	1,538	2,538	-	403	5,601	1,500
5050-034-420	Utilities	24,608	23,812	24,980	25,282	12,807	27,974	25,282
TOTAL OTHER EXPENSES		34,798	38,267	33,749	31,165	16,653	41,397	33,420
TOTAL MEDIANS		<u>92,702</u>	<u>115,032</u>	<u>88,821</u>	<u>120,717</u>	<u>43,417</u>	<u>94,769</u>	<u>108,534</u>

**CITY OF PORTERVILLE
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PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>MONUMENT MEDIAN</u>								
<u>PERSONNEL SERVICES</u>								
5050-035-010	Salaries, Regular	51	2,049	-	2,500	1,982	2,973	2,500
5050-035-090	Benefits	31	1,101	-	1,500	1,078	1,617	1,700
TOTAL PERSONNEL SERVICES		82	3,150	-	4,000	3,060	4,590	4,200
<u>OTHER EXPENSES</u>								
5050-035-120	Building/Grounds Maint	-	-	11	-	-	-	-
5050-035-420	Utilities	47	-	-	-	8	-	-
TOTAL OTHER EXPENSES		47	-	11	-	8	-	-
TOTAL MEDIANS		<u>128</u>	<u>3,150</u>	<u>11</u>	<u>4,000</u>	<u>3,068</u>	<u>4,590</u>	<u>4,200</u>

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PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>SPORTS COMPLEX</u>								
<u>PERSONNEL SERVICES</u>								
5050-036-010	Salaries, Regular	50,860	55,357	73,257	69,846	39,964	82,341	82,382
5050-036-020	Salaries, Part-time	17,628	14,004	14,008	22,000	6,059	11,990	14,000
5050-036-030	Salaries, Overtime	302	602	204	300	78	209	300
5050-036-090	Benefits	35,699	37,603	49,737	47,616	27,437	56,909	56,828
TOTAL PERSONNEL SERVICES		104,488	107,566	137,206	139,762	73,538	151,449	153,511
<u>OTHER EXPENSES</u>								
5050-036-110	Vehicle Maintenance	23,208	22,437	20,770	18,500	10,200	17,879	18,500
5050-036-120	Building/Grounds Maint	17,896	30,365	18,392	14,541	5,670	11,901	14,541
5050-036-130	Turf Maintenance	6,415	-	2,410	12,744	-	-	10,744
5050-036-190	Other Equipment Maintenance	3,246	2,961	2,623	1,464	1,065	1,785	1,464
5050-036-230	Professional/Temp Services	3,717	3,312	3,234	2,892	783	2,799	2,892
5050-036-260	Rent of Property and Equipment	2,464	2,003	665	1,798	-	-	1,798
5050-036-350	Tools/Equipment (under \$1,000)	1,011	3,644	2,836	-	351	526	2,000
5050-036-420	Utilities	126,351	128,270	128,544	135,213	74,271	113,717	135,213
5050-036-430	Uniform Allowance	334	517	419	223	146	386	223
TOTAL OTHER EXPENSES		184,643	193,509	179,893	187,375	92,486	148,993	187,375
<u>CAPITAL OUTLAY</u>								
5050-036-730	Other Mach/Equipm (over \$1,000)	5,889	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		5,889	-	-	-	-	-	-
TOTAL SPORTS COMPLEX		<u>295,020</u>	<u>301,074</u>	<u>317,099</u>	<u>327,137</u>	<u>166,024</u>	<u>300,442</u>	<u>340,886</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>CITY HALL</u>								
<u>PERSONNEL SERVICES</u>								
5050-040-010	Salaries, Regular	32,215	34,900	33,073	38,384	15,985	31,296	34,343
5050-040-030	Salaries, Overtime	1,358	1,407	1,325	500	409	613	500
5050-040-090	Benefits	20,308	22,730	21,539	26,363	10,565	21,106	24,042
TOTAL PERSONNEL SERVICES		53,881	59,038	55,937	65,247	26,959	53,015	58,885
<u>OTHER EXPENSES</u>								
5050-040-120	Building/Grounds Maint	12,089	27,740	55,778	26,000	4,935	15,654	18,000
5050-040-190	Other Equipment Maint	169	616	2,194	1,000	1,060	2,018	1,000
5050-040-230	Professional/Temp Service	10,732	4,444	10,552	8,880	2,947	6,030	8,880
5050-040-350	Tools/Equipment	-	-	764	-	-	-	-
5050-040-420	Utilites	-	-	334	-	370	783	950
5050-040-660	Other Expenses	35	-	13	-	13	19	-
TOTAL OTHER EXPENSES		23,025	32,799	69,636	35,880	9,324	24,504	28,830
<u>CAPITAL OUTLAY</u>								
5050-040-730	Other Mach/Equipm (over \$1,000)	-	1,092	4,836	-	-	-	-
TOTAL CAPITAL OUTLAY		-	1,092	4,836	-	-	-	-
TOTAL CITY HALL		<u>76,906</u>	<u>92,929</u>	<u>130,409</u>	<u>101,127</u>	<u>36,283</u>	<u>77,519</u>	<u>87,715</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>RAILS TO TRAILS</u>								
<u>PERSONNEL SERVICES</u>								
5050-041-010	Salaries, Regular	10,613	6,676	8,626	9,790	4,239	8,490	9,691
5050-041-030	Overtime			77	-	-	-	-
5050-041-090	Benefits	6,044	3,926	5,133	6,033	2,605	5,245	6,581
TOTAL PERSONNEL SERVICES		16,657	10,602	13,836	15,823	6,844	13,735	16,272
<u>OTHER EXPENSES</u>								
5050-041-120	Building/Grounds Maint	3,788	6,283	7,373	4,602	802	2,307	4,602
5050-041-420	Utilities	2,762	3,684	4,671	2,268	1,134	2,291	2,268
5050-041-610	Weed Abatement	8,663	25,506	-	-	-	-	-
TOTAL OTHER EXPENSES		15,213	35,473	12,044	6,870	1,936	4,598	6,870
TOTAL RAILS TO TRAILS		<u>31,870</u>	<u>46,075</u>	<u>25,880</u>	<u>22,693</u>	<u>8,780</u>	<u>18,333</u>	<u>23,142</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>BURTON BALLFIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-062-010	Salaries, Regular	745	-	-	-	-	-	-
5050-062-020	Salaries, Part-time	-	148	-	150	588	950	600
5050-062-030	Salaries, Overtime	75	76	-	-	78	118	-
5050-062-090	Benefits	439	40	-	40	48	74	48
TOTAL PERSONNEL SERVICES		1,259	264	-	190	715	1,142	648
<u>OTHER EXPENSES</u>								
5050-062-120	Building/Grounds Maint	16	729	-	999	1,032	1,630	500
5050-062-420	Utilities	9,400	5,753	-	8,492	-	-	7,000
TOTAL OTHER EXPENSES		9,416	6,482	-	9,491	1,032	1,630	7,500
TOTAL BURTON BALLFIELD		<u>10,675</u>	<u>6,746</u>	<u>-</u>	<u>9,681</u>	<u>1,747</u>	<u>2,772</u>	<u>8,148</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>OHV PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-065-010	Salaries, Regular	342	-	-	-	-	-	-
5050-065-090	Benefits	196	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES		537	-	-	-	-	-	-
<u>OTHER EXPENSES</u>								
5050-065-110	Vehicle Maintenance	21,776	9,324	19,369	25,279	21,862	32,546	7,656
5050-065-120	Building/Grounds Maint	8,229	9,339	11,101	3,100	3,157	7,961	14,100
5050-065-190	Other Equipment Maint	1,765	86	926	-	-	-	-
5050-065-220	Printing/Copying	2	-	-	-	-	-	-
5050-065-230	Professional/Temp Service	41,981	35,695	67,610	70,896	10,680	33,405	70,770
5050-065-260	Rent of Property & Equipmt	18,345	7,013	19,950	1,091	400	1,050	5,055
5050-065-350	Tools/Equipment (under \$1,000)	500	-	-	-	-	-	-
5050-065-420	Utilities	15,816	15,250	26,758	19,163	11,083	19,378	26,507
5050-065-440	Training Expenses	-	636	-	-	-	-	-
5050-065-560	Insurance Premium	10,352	4,930	12,435	12,000	-	-	12,500
5050-065-660	Other Expense	384	-	93	-	175	175	-
TOTAL OTHER EXPENSES		119,149	82,274	158,242	131,529	47,356	94,515	136,588
<u>CAPITAL OUTLAY</u>								
5050-065-720	Automobile Equipment (over \$1,000)	-	-	-	-	84,150	84,150	-
5050-065-730	Other Mach/Equip (over \$1,000)	-	1,960	75,001	85,000	-	-	-
TOTAL CAPITAL OUTLAY		-	1,960	75,001	85,000	84,150	84,150	-
TOTAL OHV PARK		<u>119,687</u>	<u>84,234</u>	<u>233,243</u>	<u>216,529</u>	<u>131,506</u>	<u>178,665</u>	<u>136,588</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>TULE RIVER PARKWAY</u>								
<u>PERSONNEL SERVICES</u>								
5050-085-010	Salaries, Regular	17,510	13,653	10,187	15,478	3,622	9,188	11,727
5050-085-090	Benefits	10,130	8,077	5,945	9,959	2,224	5,728	7,703
TOTAL PERSONNEL SERVICES		27,639	21,730	16,132	25,437	5,846	14,916	19,430
<u>OTHER EXPENSES</u>								
5050-085-120	Building/Grounds Maint	42,271	37,602	5,661	6,085	4,644	7,879	6,085
5050-085-260	Rent of Property & Equipment	207	-	-	-	-	-	-
5050-085-340	Maint and Repair Material	16	-	116	-	-	-	-
5050-085-350	Tools/Equipment (under \$1,000)	76	78	148	-	71	107	-
5050-085-420	Utilities	6,555	4,706	6,700	5,000	2,372	4,997	5,000
TOTAL OTHER EXPENSES		49,125	42,386	12,625	11,085	7,087	12,983	11,085
TOTAL TULE RIVER PARKWAY		<u>76,764</u>	<u>64,116</u>	<u>28,757</u>	<u>36,522</u>	<u>12,933</u>	<u>27,899</u>	<u>30,515</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>FALLEN HEROES PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-090-010	Salaries, Regular	18,274	25,544	22,245	26,556	9,535	18,048	21,109
5050-090-020	Salaries, Part-time	-	-	-	1,050	-	-	1,050
5050-090-030	Salaries, Overtime	528	153	231	350	-	-	350
5050-090-090	Benefits	10,676	15,565	13,433	16,598	5,953	11,304	13,865
TOTAL PERSONNEL SERVICES		29,478	41,262	35,908	44,554	15,488	29,352	36,373
<u>OTHER EXPENSES</u>								
5050-090-120	Building/Grounds Maintenance	7,770	15,513	6,939	10,000	1,979	5,361	7,000
5050-090-420	Utilities	12,605	12,821	12,222	13,240	8,335	15,464	16,240
5050-090-660	Other Expenses	26	9	-	-	-	-	-
TOTAL OTHER EXPENSES		20,401	28,343	19,160	23,240	10,314	20,825	23,240
TOTAL FALLEN HEROES PARK		<u>49,879</u>	<u>69,606</u>	<u>55,068</u>	<u>67,794</u>	<u>25,802</u>	<u>50,177</u>	<u>59,613</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>CENTENNIAL PLAZA</u>								
<u>PERSONNEL SERVICES</u>								
5050-091-010	Salaries, Regular	10,026	6,030	6,167	6,730	5,609	10,871	11,382
5050-091-020	Salaries, Part-time	-	182	-	-	-	-	-
5050-091-030	Salaries, Overtime	75	382	58	-	267	401	-
5050-091-090	Benefits	5,704	3,744	3,671	4,023	3,698	7,188	7,562
TOTAL PERSONNEL SERVICES		15,805	10,338	9,896	10,753	9,574	18,460	18,944
<u>OTHER EXPENSES</u>								
5050-091-120	Building/Grounds Maintenance	2,175	9,132	1,464	9,450	1,428	2,142	3,450
5050-091-190	Other Equipment Maintenance	-	-	32	-	939	1,408	-
5050-091-230	Professional/Temporary Service	5,237	2,062	3,082	2,070	1,633	2,914	3,070
5050-091-260	Rent of Property & Equipment	-	173	-	-	-	-	-
5050-091-420	Utilities	5,305	8,253	12,686	10,554	6,787	13,992	13,554
5050-091-660	Other Expenses	-	9	-	-	-	-	-
TOTAL OTHER EXPENSES		12,717	19,629	17,265	22,074	10,786	20,456	20,074
<u>CAPITAL OUTLAY</u>								
5050-091-710	Office Equipment (over \$1,000)	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-
TOTAL CENTENNIAL PLAZA		<u>28,522</u>	<u>29,967</u>	<u>27,160</u>	<u>32,827</u>	<u>20,361</u>	<u>38,916</u>	<u>39,018</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2022/23**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>SANTA FE DEPOT</u>								
<u>PERSONNEL SERVICES</u>								
5050-092-010	Salaries, Regular	3,245	4,055	4,000	4,690	2,321	4,225	4,691
5050-092-020	Salaries, Part-time	495	4,103	3,988	-	74	221	-
5050-092-090	Benefits	1,881	3,841	2,542	3,018	1,454	2,657	3,081
TOTAL PERSONNEL SERVICES		5,620	11,999	10,529	7,708	3,849	7,103	7,772
<u>OTHER EXPENSES</u>								
5050-092-120	Building/Grounds Maintenance	203	303	-	500	-	-	500
5050-092-420	Utilities	(8,059)	(445)	2,791	-	(889)	(1,281)	-
5050-092-660	Other Expenses	-	178	-	-	-	-	-
TOTAL OTHER EXPENSES		(7,856)	36	2,791	500	(889)	(1,281)	500
TOTAL SANTA FE DEPOT		<u>(2,236)</u>	<u>12,035</u>	<u>13,320</u>	<u>8,208</u>	<u>2,960</u>	<u>5,822</u>	<u>8,272</u>

LEISURE SERVICES

PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
LEISURE SERVICES								
PERSONNEL SERVICES								
5050-050-010	Salaries, Regular	183,363	207,264	228,060	202,228	103,431	206,641	228,962
5050-050-020	Salaries, Part-time	1,447	777	-	500	-	210	500
5050-050-030	Salaries, Overtime	-	-	-	-	-	-	-
5050-050-090	Benefits	90,164	97,725	117,470	107,955	54,283	109,569	124,632
TOTAL PERSONNEL SERVICES		274,974	305,766	345,530	310,683	157,713	316,420	354,094
OTHER EXPENSES								
5050-050-110	Vehicle Maintenance	10,087	11,125	18,340	11,200	9,650	14,625	11,200
5050-050-120	Building/Grounds Maint	7	1,260	104	-	-	541	-
5050-050-140	Computer Equipment Maint	930	7,355	4,143	4,165	3,878	6,050	6,690
5050-050-190	Other Equipment Maint	11,262	8,871	8,404	11,200	5,444	10,126	10,200
5050-050-210	Advertising	-	415	443	-	245	368	500
5050-050-220	Printing/Copying	712	310	137	675	18	128	250
5050-050-230	Professional/Temp Services	170	564	6,153	400	1,200	2,166	2,000
5050-050-260	Rent of Property & Equipmt	4,322	2,280	1,716	4,300	84	204	1,000
5050-050-320	Office/Computer Supplies	5,355	3,757	2,712	3,800	1,244	2,401	3,800
5050-050-350	Tools/Equipment (under \$1,000)	563	457	-	-	-	934	-
5050-050-420	Utilities	579	626	1,517	700	81	747	700
5050-050-430	Uniform Allowance	-	-	-	-	-	-	-
5050-050-440	Training Expense	-	-	-	-	-	-	-
5050-050-450	Publication and Dues	881	414	1,141	900	757	2,582	1,000
5050-050-460	Postage	558	385	429	500	66	109	500
5050-050-660	Other Expense	410	1,185	42	500	162	319	500
TOTAL OTHER EXPENSES		35,835	39,002	45,280	38,340	22,829	41,300	38,340
CAPITAL OUTLAY								
5050-050-710	Office Equipment (over \$1000)	-	5,344	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	5,344	-	-	-	-	-
TOTAL LEISURE SERVICES		310,809	350,112	390,810	349,023	180,542	357,720	392,434

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>LEISURE SVCS SPEC PROGS</u>								
<u>PERSONNEL SERVICES</u>								
5050-055-010	Salaries, Regular	83,403	87,495	111,672	83,028	52,840	101,900	108,671
5050-055-020	Salaries, Part-time	33,547	24,920	13,504	23,000	8,187	15,954	23,000
5050-055-090	Benefits	50,447	56,327	69,669	52,747	34,633	66,351	70,635
TOTAL PERSONNEL SERVICES		167,397	168,743	194,845	158,775	95,659	184,205	202,306
<u>OTHER EXPENSES</u>								
5050-055-140	Computer Equipment Maint	-	-	3,477	3,235	3,212	4,818	4,485
5050-055-210	Advertising	693	825	49	1,500	-	-	1,500
5050-055-220	Printing/Copying	877	338	24	800	279	418	800
5050-055-230	Professional/Temp Service	18,172	13,547	1,081	16,500	1,346	2,020	16,500
5050-055-260	Rent of Property & Equipmt	20,329	6,954	1,418	20,000	29	1,972	20,000
5050-055-320	Office/Computer Supplies	1,034	150	-	150	-	-	150
5050-055-350	Tools/Equipment (under \$1000)	4,830	6,825	6,101	6,825	6,596	10,738	7,500
5050-055-410	Meeting Expense	624	340	65	625	-	-	1,000
5050-055-420	Utilities	11	-	-	-	98	368	-
5050-055-430	Uniform Allowance	32,318	23,071	5,600	32,300	18,037	35,069	30,000
5050-055-440	Training Expense	-	250	-	300	-	-	300
5050-055-460	Postage	163	88	-	100	-	-	100
5050-055-490	Consumables	1,326	342	14	750	508	2,495	750
5050-055-660	Other Expense	15,602	11,813	9,652	14,000	8,014	16,672	14,000
TOTAL OTHER EXPENSES		95,978	64,543	27,481	97,085	38,120	74,570	97,085
TOTAL LEISURE SVCS SPEC PROGS		263,375	233,286	222,326	255,860	133,779	258,775	299,391

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>REC AFTERSCHOOL PROG-RAP</u>								
<u>PERSONNEL SERVICES</u>								
5050-056-010	Salaries, Regular	4,690	2,810	1,114	4,083	3,013	7,004	3,787
5050-056-020	Salaries, Part-time	112,678	80,796	129	115,000	53,805	106,575	115,000
5050-056-090	Benefits	7,323	4,911	771	7,140	3,857	7,331	7,230
TOTAL PERSONNEL SERVICES		124,692	88,517	2,014	126,223	60,675	120,910	126,017
<u>OTHER EXPENSES</u>								
5050-056-220	Printing/Copying	235	254	13	250	79	118	250
5050-056-230	Professional/Temp Service	307	297	32	300	136	204	300
5050-056-320	Office/Computer Supplies	143	-	-	75	-	-	75
5050-056-420	Utilities	-	-	-	-	295	1,105	-
5050-056-430	Uniform Allowance	336	241	-	330	322	483	400
5050-056-490	Consumables	4,276	2,858	-	4,275	1,828	3,610	4,000
5050-056-660	Other Expense	2,748	1,944	1,963	2,800	1,501	2,290	3,005
TOTAL OTHER EXPENSES		8,045	5,593	2,009	8,030	4,161	7,810	8,030
TOTAL REC AFTERSCHOOL PROG-RAP		<u>132,737</u>	<u>94,110</u>	<u>4,022</u>	<u>134,253</u>	<u>64,836</u>	<u>128,720</u>	<u>134,047</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>ADVENTURE DAY CAMP</u>								
<u>PERSONNEL SERVICES</u>								
5050-059-010	Salaries, Regular	1,937	2,134	1,715	2,000	-	-	2,000
5050-059-020	Salaries, Part-time	16,341	9,765	10,655	20,000	-	-	20,000
5050-059-090	Benefits	1,392	1,380	1,726	1,800	-	-	1,800
TOTAL PERSONNEL SERVICES		19,670	13,279	14,096	23,800	-	-	23,800
<u>OTHER EXPENSES</u>								
5050-059-220	Printing/Copying	65	31	5	75	-	-	75
5050-059-230	Professional/Temp Service	-	-	275	-	-	-	800
5050-059-260	Rent of Property & Equipment	-	-	-	150	-	-	500
5050-059-430	Uniform Allowance	100	100	-	100	-	-	100
5050-059-440	Training Expense	-	-	-	100	-	-	100
5050-059-660	Other Expense	1,851	1,474	450	2,825	44	67	1,675
TOTAL OTHER EXPENSES		2,016	1,605	729	3,250	44	67	3,250
TOTAL ADVENTURE DAY CAMP		<u>21,686</u>	<u>14,884</u>	<u>14,825</u>	<u>27,050</u>	<u>44</u>	<u>67</u>	<u>27,050</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>Y.E.S. GRANT-ELEMENTARY</u>								
<u>PERSONNEL SERVICES</u>								
5050-063-010	Salaries, Regular	51,441	72,162	68,055	70,091	37,554	66,971	71,313
5050-063-020	Salaries, Part-time	1,595,252	1,560,573	1,317,905	1,961,000	613,385	1,221,771	1,961,000
5050-063-030	Salaries, Overtime	260	18	-	-	-	-	-
5050-063-090	Benefits	105,690	134,946	143,016	123,289	64,468	116,723	125,656
TOTAL PERSONNEL SERVICES		1,752,643	1,767,698	1,528,976	2,154,380	715,407	1,405,465	2,157,968
<u>OTHER EXPENSES</u>								
5050-063-220	Printing/Copying	219	222	184	500	53	79	500
5050-063-230	Professional/Temp Service	2,997	2,426	2,101	4,000	1,559	3,011	4,000
5050-063-660	Other Expense	188	362	223	500	34	158	500
TOTAL OTHER EXPENSES		3,404	3,009	2,509	5,000	1,645	3,248	5,000
TOTAL Y.E.S. GRANT-ELEMENTARY		<u>1,756,047</u>	<u>1,770,708</u>	<u>1,531,485</u>	<u>2,159,380</u>	<u>717,053</u>	<u>1,408,713</u>	<u>2,162,968</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>Y.E.S. GRANT-JR HIGH</u>								
<u>PERSONNEL SERVICES</u>								
5050-064-010	Salaries, Regular	12,438	15,343	16,329	20,657	8,196	15,543	20,130
5050-064-020	Salaries, Part-time	269,199	270,438	203,597	284,000	116,976	229,224	284,000
5050-064-030	Salaries, Overtime	9	-	-	-	-	-	-
5050-064-090	Benefits	20,143	20,961	17,615	24,496	9,309	16,791	25,055
TOTAL PERSONNEL SERVICES		301,788	306,742	237,541	329,153	134,482	261,558	329,185
<u>OTHER EXPENSES</u>								
5050-064-230	Professional/Temp Service	463	432	394	1,000	74	111	1,000
5050-064-660	Other Expense	241	34	-	200	96	144	200
TOTAL OTHER EXPENSES		704	467	394	1,200	170	255	1,200
TOTAL Y.E.S. GRANT-JR HIGH		<u>302,492</u>	<u>307,208</u>	<u>237,935</u>	<u>330,353</u>	<u>134,652</u>	<u>261,813</u>	<u>330,385</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2022/23**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 BUDGET</u>	<u>Y-T-D 31-Dec-21</u>	<u>PROJECTED 30-Jun-22</u>	<u>PROPOSED FY 2022/23 BUDGET</u>
<u>TINY TOTS</u>								
<u>PERSONNEL SERVICES</u>								
5050-068-020	Salaries, Part-time	19,917	7,841	-	21,000	224	336	-
5050-068-090	Benefits	4,768	2,034	62	5,019	93	140	-
TOTAL PERSONNEL SERVICES		24,686	9,876	62	26,019	317	476	-
<u>OTHER EXPENSES</u>								
5050-068-660	Other Expense	1,017	317	1	1,000	31	47	-
TOTAL OTHER EXPENSES		1,017	317	1	1,000	31	47	-
TOTAL TINY TOTS		<u>25,703</u>	<u>10,193</u>	<u>62</u>	<u>27,019</u>	<u>348</u>	<u>523</u>	<u>-</u>

SWIMMING POOL

PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SWIMMING POOL
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>SWIMMING POOL</u>								
<u>PERSONNEL SERVICES</u>								
5050-060-010	Salaries, Regular	-	25	-	1,000	-	-	-
5050-060-020	Salaries, Part-time	99,263	79,233	86,226	110,000	66,292	99,437	110,000
5050-060-030	Salaries, Overtime	-	72	1,015	300	312	468	400
5050-060-090	Benefits	3,702	2,936	3,846	5,000	2,754	4,131	5,000
TOTAL PERSONNEL SERVICES		102,965	82,266	91,086	116,300	69,358	104,036	115,400
<u>OTHER EXPENSES</u>								
5050-060-120	Building/Grounds Maint	32,018	20,147	38,164	30,000	15,004	22,505	30,000
5050-060-190	Other Equipment Maint	127	123	45	-	-	-	-
5050-060-220	Printing/Copying	223	79	52	200	6	9	50
5050-060-230	Professional/Temp Service	1,792	4,121	1,771	2,000	173	299	2,000
5050-060-260	Rent of Property & Equipmt	-	-	120	-	-	-	-
5050-060-350	Tools/Equipment (under \$1,000)	27	159	975	-	-	-	550
5050-060-420	Utilities	22,146	18,966	25,714	21,000	11,631	20,807	22,000
5050-060-430	Uniform Allowance	627	638	505	750	-	-	750
5050-060-520	Insurance, Liability	2,700	2,700	2,700	2,700	1,350	2,700	2,700
5050-060-660	Other Expense	1,096	666	277	1,000	32	48	500
TOTAL OTHER EXPENSES		60,758	47,600	70,323	57,650	28,195	46,368	58,550
<u>CAPITAL OUTLAY</u>								
5050-060-730	Other Mach/Equip (over \$1,000)	-	-	6,497	-	4,547	6,820	-
TOTAL CAPITAL OUTLAY		-	-	6,497	-	4,547	6,820	-
TOTAL SWIMMING POOL		163,723	129,866	167,906	173,950	102,100	157,224	173,950

YOUTH CENTER

PROPOSED ANNUAL BUDGET



FY 2022/2023

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
YOUTH CENTER
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
YOUTH CENTER								
PERSONNEL SERVICES								
5050-095-010	Salaries, Regular	42,198	34,456	-	44,477	-	-	35,000
5050-095-020	Salaries, Part-time	37,013	30,867	-	27,644	-	-	30,217
5050-095-090	Benefits	26,566	32,355	-	27,879	-	-	31,000
TOTAL PERSONNEL SERVICES		105,776	97,678	-	100,000	-	-	96,217
OTHER EXPENSES								
5050-095-220	Printing/Copying	6	0	-	-	-	-	-
5050-095-230	Professional/Temp Service	3	1	-	-	-	-	-
5050-095-450	Publication and Dues	-	-	-	-	-	-	-
5050-095-660	Other Expense	19	-	-	-	-	-	-
TOTAL OTHER EXPENSES		28	1	-	-	-	-	-
TOTAL YOUTH CENTER		105,804	97,679	-	100,000	-	-	96,217

LIBRARY

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LIBRARY
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
LIBRARY								
PERSONNEL SERVICES								
5050-080-010	Salaries, Regular	388,694	407,750	353,552	394,602	145,333	301,446	400,749
5050-080-020	Salaries, Part-time	322	231	-	-	-	-	-
5050-080-030	Salaries, Overtime	1,018	688	-	-	-	-	-
5050-080-090	Benefits	216,394	231,276	199,552	244,399	85,266	178,234	252,690
TOTAL PERSONNEL SERVICES		606,428	639,945	553,104	639,001	230,599	479,680	653,439
OTHER EXPENSES								
5050-080-120	Building/Grounds Maint	5,414	3,314	177	4,000	154	231	2,500
5050-080-140	Computer Maintenance	3,342	2,691	2,947	3,000	372	744	800
5050-080-190	Other Equipment Maint	1,172	407	26	2,000	-	-	500
5050-080-210	Advertising	5,373	3,508	2,042	4,500	746	2,431	4,500
5050-080-220	Printing/Copying	3,338	2,719	1,099	4,000	-	-	2,500
5050-080-230	Professional/Temp Service	3,868	1,837	1,462	3,500	562	939	1,600
5050-080-260	Rent of Property & Equipmt	5,068	2,834	-	5,000	-	-	4,000
5050-080-320	Office/Computer Supplies	6,970	4,350	2,345	6,000	402	732	3,500
5050-080-330	Janitorial Supplies	1,171	726	-	2,000	-	-	1,500
5050-080-350	Tools/Equipment (under \$1000)	273	259	556	2,000	42	62	1,550
5050-080-360	Library Books	50,499	32,044	(19)	50,000	3,150	4,725	50,000
5050-080-410	Meeting Expense	1,476	730	-	1,000	-	-	1,000
5050-080-420	Utilities	27,246	23,848	3,824	25,000	5,090	10,583	25,000
5050-080-430	Uniform Allowance	484	24	-	200	325	487	500
5050-080-440	Training Expense	961	795	-	3,000	-	-	4,000
5050-080-450	Publication and Dues	28,832	1,156	1,165	43,550	201	301	55,000
5050-080-460	Postage	96	58	147	200	325	633	500
5050-080-490	Donations	3,000	2,308	200	-	-	-	-
5050-080-520	Insurance, Liability	11,500	11,500	11,500	11,500	5,752	11,502	11,500
5050-080-660	Other Expense	1,663	1,233	151	2,000	285	494	2,000
TOTAL OTHER EXPENSES		161,744	96,344	27,621	172,450	17,404	33,864	172,450
CAPITAL OUTLAY								
5050-080-730	Other Mach/Equipment (over \$1,000)	-	-	44,076	-	5,474	8,210	-
TOTAL CAPITAL OUTLAY		-	-	44,076	-	5,474	8,210	-
TOTAL LIBRARY		768,172	736,289	624,800	811,451	253,477	521,754	825,889

MEASURE H

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE H
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	2022/23 BUDGET
PUBLIC SAFETY SALES TAX FUND								
004 4210	Transfers from Other Funds	-	5,536	-	-	-	-	-
004 4220	Transfer to Other Funds	-	-	(168,349)	-	(7,990)	(15,980)	-
004 4011	Sales Tax - Measure H	3,840,114	4,035,590	4,906,981	4,423,052	1,762,059	5,220,927	5,434,597
004 4601	Interest on Investments	16,069	20,358	11,037	1,000	10,031	20,720	20,000
004 4811	Police Services	2,625	533	30,156	1,000	969	1,581	3,000
004 4994	Contributions	7,600	1,250	-	-	3,000	3,000	3,000
004 4999	Other Revenue	151,023	-	-	-	-	-	-
TOTAL REVENUE		4,017,431	4,057,731	4,948,174	4,425,052	1,776,059	5,246,228	5,460,597

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE H
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-005-010	Salaries, Regular	879,900	855,209	898,847	938,570	433,551	851,384	937,766
5020-005-020	Salaries, Part-time	93	-	2,742	20,000	-	-	-
5020-005-030	Salaries, Overtime	67,303	59,064	51,342	85,000	45,416	91,997	85,000
5020-005-090	Benefits	540,922	503,144	520,456	516,051	243,431	470,530	562,266
TOTAL PERSONNEL SERVICES		1,488,217	1,417,417	1,473,387	1,559,621	722,397	1,413,911	1,585,032
OTHER OPERATING COSTS								
5020-005-110	Vehicle Maintenance	128,261	121,151	171,539	140,000	79,018	151,024	150,000
5020-005-120	Building/Grounds Maint	339	2,001	2,595	6,000	806	2,051	4,000
5020-005-140	Computer Equipment Maintenance	9,377	9,088	5,538	4,200	2,852	6,277	4,200
5020-005-190	Other Equipment Maint	-	429	434	3,300	133	277	3,000
5020-005-220	Printing/Copying	2,777	3,878	3,388	3,000	321	2,332	3,000
5020-005-230	Professional/Temp Service	24,518	29,923	45,484	50,000	14,899	30,552	50,000
5020-005-260	Rent of Property & Equipment	3,161	1,473	10,000	22,000	20,000	20,000	22,000
5020-005-320	Office/Computer Supplies	-	1,695	4,030	4,300	942	1,891	4,300
5020-005-350	Tools/Equipment (under \$1,000)	2,682	3,608	4,167	5,000	1,038	1,856	2,000
5020-005-410	Meeting Expense	-	-	19	-	35	114	-
5020-005-420	Utilities	5,951	6,771	11,386	8,000	8,512	18,695	20,000
5020-005-430	Uniform Allowance	5,778	2,324	8,610	4,000	3,315	4,971	4,000
5020-005-440	Training Expense	10,810	8,018	8,440	12,000	2,018	7,041	10,000
5020-005-450	Publications & Dues	862	500	480	1,000	56	316	1,000
5020-005-460	Postage	-	-	-	1,000	-	-	-
5020-005-470	Range Expense	-	509	1,452	1,000	530	991	1,000
5020-005-480	Firearms Expense	194	953	7,118	4,500	1,126	1,770	4,500
5020-005-490	Investigation Costs	51	25	-	1,000	-	-	1,000
5020-005-660	Other Expense	16	451	362	4,000	9,142	10,851	4,000
TOTAL OTHER EXPENSES		194,776	192,798	285,042	274,300	144,743	261,009	288,000
CAPITAL OUTLAY								
5020-005-730	Other Mach/Equip (over \$1,000)	13,665	11,050	501	40,000	20,888	20,888	40,000
5020-005-740	Computer Equipment (over \$1,000)	-	-	4,655	-	514	771	-
TOTAL CAPITAL OUTLAY		13,665	11,050	5,156	40,000	21,403	21,659	40,000
TOTAL MEASURE H POLICE		1,696,658	1,621,265	1,763,586	1,873,921	888,543	1,696,579	1,913,032

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE H
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
FIRE DEPARTMENT								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	828,447	938,804	853,575	888,892	434,275	870,223	914,108
5021-001-020	Salaries, Part-time	11,820	6,720	-	13,000	-	-	13,000
5021-001-030	Salaries, Overtime	59,607	123,473	189,236	80,000	189,797	261,751	110,000
5021-001-090	Benefits	548,032	582,924	607,729	541,222	277,341	528,138	526,448
TOTAL PERSONNEL SERVICES		1,447,907	1,651,921	1,650,540	1,523,114	901,412	1,660,112	1,563,556
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	23,535	23,543	30,106	25,000	19,616	43,378	50,000
5021-001-120	Building/Grounds Maintenance	4,690	8,038	8,418	5,000	1,828	3,969	5,000
5021-001-140	Computer Equipment Maintenance	4,648	8,523	4,973	8,000	2,915	6,654	8,000
5021-001-190	Other Equipment Maintenance	5,159	10,147	7,359	10,000	7,167	9,683	12,000
5021-001-220	Printing/Copying	145	439	960	1,000	623	1,005	1,500
5021-001-230	Professional/Temp Service	614	-	-	-	-	-	2,000
5021-001-260	Rent of Property & Equipment	2,696	1,071	-	-	-	-	-
5021-001-320	Office/Computer Supplies	359	1,250	904	2,000	1,013	972	2,500
5021-001-330	Janitorial Supplies	732	347	871	1,500	-	309	1,500
5021-001-350	Tools/Equipment (under \$1,000)	4,490	7,694	2,099	5,000	5,317	6,072	7,500
5021-001-410	Meeting Expense	-	225	-	-	-	-	-
5021-001-420	Utilities	2,871	3,699	2,499	5,000	1,381	5,766	7,500
5021-001-430	Uniform Allowance	412	1,197	25	2,000	706	1,059	4,000
5021-001-440	Training Expense	2,365	4,188	1,771	20,000	4,522	13,308	45,000
5021-001-450	Publications & Dues	657	3,045	498	1,500	2,146	2,717	2,500
5021-001-660	Other Expenses	1,093	2,134	906	3,000	3,513	4,872	5,000
TOTAL OTHER EXPENSES		54,467	75,538	61,389	89,000	50,749	99,764	154,000
<u>CAPITAL OUTLAY</u>								
5021-001-730	Other Mach/Equip (over \$1,000)	1,645	5,611	-	-	-	-	20,000
TOTAL CAPITAL OUTLAY		1,645	5,611	-	-	-	-	20,000
TOTAL MEASURE H FIRE DEPARTMENT		1,504,019	1,733,070	1,711,929	1,612,114	952,161	1,759,876	1,737,556

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LIBRARY & LITERACY
MEASURE H
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
LIBRARY & LITERACY - MEASURE H								
PERSONNEL SERVICES								
5050-080-010	Salaries, Regular	136,258	137,546	127,995	141,064	60,124	114,457	143,857
5050-080-020	Salaries, Part-time	123,087	82,694	23,799	116,000	46,234	89,275	157,000
5050-080-090	Benefits	90,360	91,475	81,793	99,715	42,735	81,948	102,168
TOTAL PERSONNEL SERVICES		349,705	311,716	233,588	356,779	149,094	285,680	403,026
OTHER OPERATING COSTS								
5050-080-110	Vehicle Maintenance	-	-	-	5,000	-	-	5,000
5050-080-120	Building and Grounds Maintenance	734	-	-	1,000	-	-	4,000
5050-080-140	Computer Maintenance	95	3,445	2,575	3,000	-	-	3,000
5050-080-190	Other Equipment Maintenance	478	275	45	4,000	-	-	5,000
5050-080-210	Advertising	9,311	3,908	2,442	4,000	3,155	6,045	4,500
5050-080-220	Printing/Copying	2,402	1,117	1,011	4,000	806	3,750	4,000
5050-080-230	Professional/Temp Service	7,734	6,854	6,289	6,721	2,999	6,203	15,000
5050-080-260	Rent of Property & Equipment	2,729	345	-	2,000	-	-	5,000
5050-080-320	Office/Computer Supplies	8,862	2,317	826	8,000	272	822	4,453
5050-080-330	Janitorial Supplies	-	-	-	-	-	-	1,500
5050-080-350	Tools/Equipment (under \$1,000)	4,934	2,831	539	6,000	62	222	6,000
5050-080-360	Library Books	51,102	48,089	6,247	50,000	2,162	9,604	50,000
5050-080-410	Meeting Expense	453	15	-	2,000	-	-	2,000
5050-080-420	Utilities	19,761	18,296	9,488	30,000	5,790	12,773	30,000
5050-080-440	Training Expense	682	4,897	249	4,000	-	-	4,000
5050-080-450	Publication and Dues	6,779	18,897	21,278	40,000	15,173	19,936	40,000
5050-080-490	Consummables	18,996	4,314	2,719	20,000	4,945	8,227	20,000
5050-080-520	Insurance/Liability	4,600	4,600	4,600	4,600	2,302	4,600	4,600
5050-080-660	Other Expense	19,379	9,295	4,517	16,000	4,940	8,743	20,000
TOTAL OTHER EXPENSES		159,030	129,496	62,825	210,321	42,607	80,925	228,053
CAPITAL OUTLAY								
5050-080-710	Office Equipment (over \$1000)	11,732	4,607	806	15,000	-	-	-
5050-080-740	Computer Equipment (over \$1000)	-	-	1,200	15,000	-	-	-
TOTAL CAPITAL OUTLAY		11,732	4,607	2,006	30,000	-	-	-
TOTAL LIBRARY & LITERACY - MEASURE H		520,467	445,819	298,419	597,100	191,701	366,605	631,079

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PUBLIC SAFETY STATION
MEASURE H
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
<u>PUBLIC SAFETY STATION</u>								
<u>OTHER EXPENSES</u>								
5022-000-120	Building/Grounds Maintenance	4,589	636	638	2,000	318	636	2,000
5022-000-420	Utilities	33,899	37,804	47,541	42,000	24,703	57,319	60,000
5022-000-520	Insurance, Liability	-	-	-	114,000	57,000	114,000	114,000
TOTAL OTHER EXPENSES		38,488	- 38,440	48,179	158,000	82,021	171,955	176,000
TOTAL PUBLIC SAFETY STATION		<u>38,488</u>	<u>38,440</u>	<u>48,179</u>	<u>158,000</u>	<u>82,021</u>	<u>171,955</u>	<u>176,000</u>

MEASURE I

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	2022/23 BUDGET
MEASURE I SALES TAX FUND								
005 4210	Transfer from Other Funds	-	-	-	-	-	-	
005 4220	Transfer to Other Funds	(32,298)	(87,068)	(1,638,288)	(5,011,038)	(927,721)	(1,372,533)	(5,925,490)
005 4011	Sales Tax - Measure I	1,844,231	7,840,516	9,868,321	8,846,104	3,520,729	10,220,050	10,639,776
005 4601	Interest on Investments	1,038	76,395	115,283	75,000	56,630	102,717	100,000
005 4811	Police Services	-	1,925	-	2,000	1,586	2,115	2,000
005 4812	Police Cost Recoveries	-	1,925	29,765	-	-	-	-
TOTAL REVENUE		1,845,269	7,920,761	10,013,369	8,923,104	3,578,945	10,324,882	10,741,776

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE I
FISCAL YEAR 2022/23

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-001-010	Salaries, Regular	21,187	727,655	1,319,415	1,383,956	702,339	1,379,379	1,500,230
5020-001-030	Salaries, Overtime	495	26,988	57,050	80,000	54,273	107,626	80,000
5020-001-090	Benefits	6,906	354,702	648,429	684,862	341,304	632,163	772,163
TOTAL PERSONNEL SERVICES		28,587	1,109,345	2,024,894	2,148,818	1,097,916	2,119,168	2,352,393
OTHER OPERATING COSTS								
5020-001-110	Vehicle Maintenance	-	31,744	463,571	540,000	424,596	847,304	750,000
5020-001-120	Building/Grounds Maint	-	838	2,715	8,000	579	1,618	8,000
5020-001-140	Computer Equipment Maintenance	372	14,672	9,768	10,000	4,739	9,538	10,000
5020-001-190	Other Equipment Maint	-	971	5,787	4,500	159	292	4,500
5020-001-220	Printing/Copying	-	297	2,750	3,000	203	875	-
5020-001-230	Professional/Temp Service	226	31,293	71,345	75,000	17,127	37,035	80,000
5020-001-230	Professional/Temp Service							
5020-001-260	Rent of Property & Equipment	-	-	145,544	150,000	126,899	126,899	150,000
5020-001-320	Office/Computer Supplies	159	2,685	4,313	5,800	1,696	3,852	7,000
5020-001-350	Tools/Equipment (under \$1,000)	2,612	5,209	10,385	8,000	3,042	5,016	5,000
5020-001-410	Meeting Expense	-						
5020-001-410	Meeting Expense	-	-	10	-	-	61	-
5020-001-420	Utilities	-	716	3,466	12,000	3,656	8,790	12,000
5020-001-430	Uniform Allowance	4,627	35,551	24,420	20,000	2,574	3,996	20,000
5020-001-440	Training Expense	-	7,918	21,350	25,000	23,034	34,768	35,000
5020-001-450	Publications & Dues	-	977	1,093	3,000	756	1,420	3,000
5020-001-460	Postage	-	-	-	1,000	-	-	1,000
5020-001-470	Range Expense	-	1,563	2,233	4,800	816	1,523	4,000
5020-001-480	Firearms Expense	-	3,374	27,627	7,000	1,732	2,723	7,000
5020-001-490	Investigation Costs	-	34	-	2,000	-	-	1,000
5020-001-660	Other Expense	-	34	562	15,000	4,169	6,430	15,000
TOTAL OTHER EXPENSES		7,996	137,874	796,938	894,100	615,775	1,092,140	1,112,500
CAPITAL OUTLAY								
5020-001-720	Automotive Equip (over \$1,000)	-	381,201	370,268	-	106,371	339,750	-
5020-001-730	Other Mach/Equip (over \$1,000)	-	39,218	148,404	222,000	118,368	118,368	232,000
5020-001-740	Computer Equipment (over \$1,000)	-	-	4,976	-	771	1,157	-
TOTAL CAPITAL OUTLAY		-	420,419	523,648	222,000	225,510	459,275	232,000
TOTAL MEASURE I POLICE		36,583	1,667,639	3,345,480	3,264,918	1,939,201	3,670,583	3,696,893

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE I
FISCAL YEAR 2022/23**

ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	PROPOSED FY 2022/23 BUDGET
FIRE DEPARTMENT								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	39,677	294,338	297,629	414,680	227,466	455,513	536,942
5021-001-030	Salaries, Overtime	-	30,788	13,822	55,000	73,039	15,821	75,000
5021-001-090	Benefits	15,166	162,693	188,738	218,817	143,699	274,319	348,083
TOTAL PERSONNEL SERVICES		54,843	487,819	500,189	688,497	444,204	745,653	960,025
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	261	-	432,633	360,559	242,492	505,490	500,000
5021-001-120	Building/Grounds Maintenance	9,132	12,769	10,962	9,000	1,484	3,707	10,000
5021-001-140	Computer Equipment Maintenance	-	1,306	23,452	3,000	680	2,823	4,000
5021-001-190	Other Equipment Maintenance	-	470	22,219	31,000	10,941	27,227	35,000
5021-001-220	Printing/Copying	-	-	5,133	-	135	302	1,000
5021-001-320	Office/Computer Supplies	465	103	3,728	2,500	777	1,198	3,000
5021-001-330	Janitorial Supplies	-	-	64	-	97	233	1,000
5021-001-350	Tools/Equipment (under \$1,000)	2,765	1,078	21,645	3,000	5,481	6,499	10,000
5021-001-410	Meeting Expense	-	966	1,746	1,000	33	385	1,500
5021-001-420	Utilities	-	623	2,697	1,500	331	4,829	5,000
5021-001-430	Uniform Allowance	1,542	2,751	8,374	3,500	22	26,262	7,500
5021-001-440	Training Expense	-	5,617	29,650	145,000	49,400	98,231	175,000
5021-001-450	Publications & Dues	-	2,505	16,756	-	510	765	1,000
5021-001-460	Postage	-	-	25	-	-	-	500
5021-001-660	Other Expenses	-	222	5,341	2,000	358	669	5,000
TOTAL OTHER EXPENSES		14,164	28,410	584,424	562,059	312,739	678,620	759,500
<u>CAPITAL OUTLAY</u>								
5021-001-720	Automotive Equipment	-	-	-	50,000	-	239,362	50,000
5021-001-730	Other Mach/Equip (over \$1,000)	4,983	2,090	19,592	30,000	21,987	38,168	100,000
TOTAL CAPITAL OUTLAY		4,983	2,090	19,592	80,000	21,987	277,530	150,000
TOTAL MEASURE I FIRE DEPARTMENT		73,991	518,319	1,104,205	1,330,556	778,930	1,701,803	1,869,525

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	30-Jun-22	2022/23 BUDGET
STREET MAINTENANCE								
005 5030-030-010	Salaries, Regular	-	-	26,607	118,608	25,788	58,131	122,436
005 5030-030-030	Salaries, Overtime	-	-	-	-	56	84	1,000
005 5030-030-090	Benefits	-	-	18,225	92,802	20,670	45,014	95,696
005 5030-030-110	Vehicle Maintenance	-	-	-	10,000	-	-	10,000
005 5030-030-190	Other Equipment Maint	-	-	-	7,000	-	-	7,000
005 5030-030-340	Maint & Repair Materials	-	-	143	3,000	148	929	3,000
005 5030-030-350	Tools/Equipment (under \$1,000)	-	-	300	2,000	-	1,203	2,000
005 5030-030-430	Uniform Allowance	-	-	516	2,000	531	1,191	2,000
005 5030-030-440	Training Expense	-	-	-	5,000	-	1,045	1,500
005 5030-030-720	Automotive Equipment	-	-	-	55,000	-	-	70,000
TOTAL STREET MAINTENANCE		-	-	45,791	295,410	47,192	107,597	314,632

ZALUD ESTATE

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

	ACTUAL			BUDGET	ACTUAL		PROPOSED
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
ZALUD HOUSE FUND							
018 4210 Transfers from Other Funds	10,000	10,000	10,000	10,000	-	10,000	10,000
TOTAL TRANSFERS	10,000	10,000	10,000	10,000	-	10,000	10,000
018 4517 Federal Grants	-	-	-	-	-	14,094	-
018 4601 Interest on Investments	1,115	941	545	500	157	285	250
018 4833 Zalud House - Rental	1,893	1,332	942	2,200	998	2,646	2,500
018 4834 Zalud House - Admissions	3,244	3,092	642	2,500	1,541	2,399	2,400
018 4994 Contributions	1,209	796	56	650	385	385	500
018 4999 Other Revenues	-	-	5	-	-	-	-
TOTAL REVENUE	7,462	6,161	2,191	5,850	3,081	19,809	5,650

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

ZALUD HOUSE

018-5050-035-010 Salaries, Regular
018-5050-035-020 Salaries, Part-time
018-5050-035-030 Salaries, Overtime
018-5050-035-090 Benefits
018-5050-035-120 Building/Grounds Maint
018-5050-035-230 Professional/Temp Services
018-5050-035-350 Tools/Equipment
018-5050-035-420 Utilities
018-5050-035-520 Insurance, Liability
018-5050-035-660 Other Expense

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
433	1,691	2,745	2,500	772	1,593	2,500
12,936	9,890	4,135	5,500	7,567	15,129	14,000
-	75	154	-	78	105	-
1,035	4,688	3,382	1,500	3,414	6,929	4,800
1,618	3,545	226	2,500	2,625	2,837	2,900
2,024	1,119	1,252	1,500	801	1,145	1,500
-	316	-	-	-	117	-
4,302	3,512	2,776	4,000	2,235	5,069	4,800
1,355	1,355	1,355	1,355	677	1,204	1,355
421	334	-	-	-	-	-
24,124	26,525	16,025	18,855	18,169	34,128	31,855

CDBG

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	2022/23 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 4220	Transfers to Other Funds	(1,160,323)	(810,991)	(1,477,404)	(1,782,772)	(766,400)	(1,197,915)	(2,800,988)
019 4516	State Grants	343,501	-	-	742,754	-	342,754	932,745
019 4517	Federal Grants	625,544	745,730	1,529,394	1,249,072	190,842	998,343	868,243
019 4601	Interest on Investments	37,590	32,108	50,183	30,000	30,313	67,014	50,000
019 4998	Penalties	445	275	434	300	192	576	500
019 4999	Other Revenues	-	-	2,300	-	-	-	-
TOTAL REVENUE		1,007,080	778,113	1,582,311	2,022,126	221,348	1,408,687	1,851,488

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

COMMUNITY DEVELOPMENT BLOCK GRANT

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	2022/23 BUDGET
019 5030-025-010	Salaries, Regular	110,106	116,337	123,399	126,789	42,854	89,645	115,766
019 5030-025-090	Benefits	56,015	58,887	67,563	71,765	24,376	51,631	58,693
019 5030-025-210	Advertising	2,296	3,286	3,388	2,500	1,117	4,027	4,000
019 5030-025-220	Printing/Copying	159	287	131	1,000	174	174	1,000
019 5030-025-230	Professional/Temp Service	-	-	-	1,000	4,753	4,753	5,000
019 5030-025-320	Office/Computer Supplies	577	580	-	1,000	40	100	1,000
019 5030-025-410	Meeting Expense	1,614	322	32	500	(85)	-	500
019 5030-025-430	Uniform Allowance	-	44	-	-	-	-	-
019 5030-025-440	Training Expense	1,492	225	680	2,000	-	-	2,000
019 5030-025-450	Publication and Dues	675	1,402	500	2,000	694	694	2,000
019 5030-025-460	Postage	70	57	640	500	-	300	500
019 5030-025-620	Debt Redemption	301,378	313,916	-	-	-	290,624	-
019 5030-025-660	Other Expense	-	257,259	-	-	-	-	-
TOTAL DIVISION		474,382	752,601	196,332	209,054	73,923	441,948	190,459

SAFETY GRANTS

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
SPECIAL SAFETY GRANTS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	30-Jun-22	22/23 BUDGET
SPECIAL SAFETY GRANTS								
025 4601	Interest on Investments	2,845	3,448	2,241	2,000	745	1,610	1,500
025 4515	Grants - Miscellaneous	-	-	33,826	-	-	-	-
025 4516	State grants	148,746	155,948	156,727	176,284	95,929	162,577	165,000
025 4517	Federal grants	67,664	55,845	83,166	120,500	15,242	63,080	614,539
025 4811.9	PD Explorers Revenue	405	-	-	-	-	-	-
025 4994	Contributions		6,500	640	1,000	-	407	500
TOTAL		219,661	221,741	276,600	299,784	111,916	227,674	781,539

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
COPS GRANT
FISCAL YEAR 2022/23

		PROPOSED						
ACCT#	ACCOUNT NAME	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 BUDGET	Y-T-D 31-Dec-21	PROJECTED 30-Jun-22	FY 2022/23 BUDGET
COPS GRANT								
PERSONNEL SERVICES								
5020-005-010	Salaries, Regular	84,221	96,129	99,171	99,332	51,389	102,757	101,276
5020-005-030	Salaries, Overtime	1,126	5,234	4,396	7,000	2,973	6,009	6,500
5020-005-090	Benefits	51,346	62,637	65,137	68,952	34,403	67,618	70,738
TOTAL PERSONNEL SERVICES		136,693	164,000	168,704	175,284	88,764	176,384	178,514
OTHER OPERATING COSTS								
5020-005-440	Training Expense	-	-	363	1,000	-	-	-
TOTAL OTHER OPERATING COSTS		-	-	363	1,000	-	-	-
TOTAL COPS GRANT		136,693	164,000	169,067	176,284	88,764	176,384	178,514

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OTS - STEP GRANT
FISCAL YEAR 2022/23

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2018/19</u>	<u>FY 2019/20</u>	<u>FY 2020/21</u>	<u>FY 2021/22</u>	<u>Y-T-D</u>	<u>PROJECTED</u>	<u>PROPOSED</u>
		<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>31-Dec-21</u>	<u>30-Jun-22</u>	<u>FY 2022/23</u>
								<u>BUDGET</u>
<u>OTS - STEP GRANT</u>								
<u>PERSONNEL SERVICES</u>								
5020-011-030	Salaries, Overtime	58,865	32,131	50,403	70,000	21,646	37,653	105,000
5020-011-090	Benefits	4,245	3,369	5,345	18,000	6,333	11,213	18,000
TOTAL PERSONNEL SERVICES		63,110	35,500	55,749	88,000	27,978	48,866	123,000
<u>OTHER OPERATING COSTS</u>								
5020-011-440	Training Expense	1,932	2,642	5,427	9,500	-	-	10,000
TOTAL OTHER OPERATING COSTS		1,932	2,642	5,427	9,500	-	-	10,000
<u>CAPITAL OUTLAY</u>								
5020-011-730	Machinery/Equipment (over \$1000)	-	-	7,983	8,000	-	-	-
TOTAL CAPITAL OUTLAY		-	-	7,983	8,000	-	-	-
TOTAL OTS GRANT		<u>65,042</u>	<u>38,142</u>	<u>69,159</u>	<u>105,500</u>	<u>27,978</u>	<u>48,866</u>	<u>133,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
SAFER GRANT
FISCAL YEAR 2022/23

		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-21	30-Jun-22	FY 2022/23
								BUDGET
SAFER GRANT								
PERSONNEL SERVICES								
5021-004-010	Salaries, Regular	-	-	-	-	-	73,346	322,592
5021-004-030	Salaries, Overtime	-	-	-	-	-	-	-
5021-004-090	Benefits	-	-	-	-	-	25,442	158,947
TOTAL PERSONNEL SERVICES		-	-	-	-	-	98,788	481,539
TOTAL SAFER GRANT		-	-	-	-	-	98,788	481,539

SEWER

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SEWER OPERATING FUND								
030 4210	Transfers from Other Funds	7,356	3,892	945	-	-	-	-
030 4220	Transfers to Other Funds	(2,027,792)	(730,570)	(726,943)	(1,000,000)	-	(1,243,591)	(13,250,000)
030 4005	Assessments	180,487	182,459	245,788	249,471	124,490	241,474	248,027
030 4601	Interest on Investments	22,016	65,049	32,257	30,000	8,124	16,664	15,000
030 4606	Rent of Land - Agricultural	112,596	112,596	107,399	112,596	50,248	83,072	101,830
030 4871	Sewer Service Charges	6,320,275	6,310,583	6,387,360	6,302,566	3,262,016	6,511,868	6,511,868
030 4872	Sewer Dumping Charges	56,615	50,430	60,901	53,724	24,113	62,891	60,000
030 4875	Lab Service Charges	378,778	397,935	363,949	375,700	165,197	341,175	345,000
030 4899	Other Service Charges	4,511	4,678	4,626	4,612	1,963	4,796	4,700
030 4998	Penalties	109,211	72,817	458	471	306	471	86,000
030 4999	Other Revenues	6,979	8,727	12,866	12,205	3,671	6,323	6,500
TOTAL REVENUE		7,191,468	7,205,274	7,215,604	7,141,345	3,640,128	7,268,734	7,378,925

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SEWER OPERATING FUND								
030 5030-060-010	Salaries, Regular	141,233	176,270	141,422	275,560	86,775	174,632	210,558
030 5030-060-020	Salaries, Part-time	-	-	-	6,000	-	-	6,000
030 5030-060-030	Salaries, Overtime	7,975	8,932	11,265	12,000	3,932	9,269	12,000
030 5030-060-090	Benefits	76,284	98,782	81,460	82,764	53,210	105,453	110,000
030 5030-060-110	Vehicle Maintenance	148,744	148,149	188,306	173,073	89,178	182,854	190,000
030 5030-060-120	Building/Grounds Maint	3,055	19,061	6,430	6,500	5,528	9,180	10,000
030 5030-060-140	Computer Equipment Maint	-	6,661	4,417	5,000	-	1,055	5,000
030 5030-060-190	Other Equipment Maint	31,779	25,924	26,132	30,000	15,616	30,496	30,000
030 5030-060-220	Printing/Copying	7,797	8,279	8,183	8,000	3,285	6,134	8,000
030 5030-060-230	Professional/Temp Service	(3,659)	4,862	578	15,000	348	522	15,000
030 5030-060-260	Rent of Property & Equipmt	1,046	707	52	2,000	-	-	2,000
030 5030-060-280	Administrative Expense	131,397	128,610	132,129	128,544	65,382	133,212	134,000
030 5030-060-320	Office/Computer Supplies	3,045	2,215	3,080	3,000	941	2,152	3,000
030 5030-060-340	Maint and Repair Materials	47,260	34,537	42,946	45,000	14,854	44,106	50,000
030 5030-060-350	Tools/Equipment (under \$1,000)	3,187	2,592	1,760	2,500	1,172	2,463	3,000
030 5030-060-410	Meeting Expense	4	383	67	500	61	91	500
030 5030-060-420	Utilities	68,984	68,888	79,994	75,000	35,430	75,706	81,600
030 5030-060-430	Uniform Allowance	1,094	1,238	1,444	2,500	258	674	2,500
030 5030-060-440	Training Expense	513	341	103	2,500	-	-	2,500
030 5030-060-450	Publication and Dues	1,079	410	3,583	3,000	650	1,009	3,000
030 5030-060-460	Postage	32,043	31,220	26,211	25,906	12,798	27,528	26,000
030 5030-060-520	Insurance, Liability	26,400	26,400	26,400	26,400	13,200	26,400	26,400
030 5030-060-620	Debt Redemption/Fiscal Chgs	695,249	1,207,392	1,077,638	889,797	417,109	834,219	749,035
030 5030-060-650	Depreciation Expense	45,000	45,000	45,000	45,000	22,500	45,000	45,000
030 5030-060-660	Other Expense	1,957	2,160	2,243	6,000	973	1,579	6,000
030 5030-060-670	Franchise Fee	332,727	332,727	332,727	332,730	166,365	332,729	332,729
030 5030-060-710	Office Equipment (over \$1000)	-	-	1,431	-	-	-	-
030 5030-060-730	Other Mach/Equip (over \$1000)	48,957	53,436	20,556	60,000	10,397	15,596	60,000
TOTAL		1,853,150	2,435,176	2,265,558	2,264,274	1,019,963	2,062,059	2,123,822

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER CONSERVATION PLANT								
030 5030-065-010	Salaries, Regular	419,995	451,815	442,755	452,730	205,759	384,915	453,000
030 5030-065-030	Salaries, Overtime	18,916	20,637	19,419	20,000	11,435	24,061	24,000
030 5030-065-090	Benefits	247,975	264,961	280,384	271,638	134,534	246,920	270,000
030 5030-065-110	Vehicle Maintenance	154,353	102,834	98,693	112,000	57,028	111,005	112,000
030 5030-065-120	Building/Grounds Maint	21,154	13,801	41,378	40,000	6,031	25,473	40,000
030 5030-065-140	Computer Equipment Maintenance	1,120	12,468	5,961	5,000	1,422	4,299	5,000
030 5030-065-190	Other Equipment Maint	5,603	53,444	27,073	22,000	7,652	24,263	25,000
030 5030-065-220	Printing/Copying	464	661	484	700	545	965	700
030 5030-065-230	Professional/Temp Service	392,779	383,749	371,980	500,000	312,265	585,952	600,000
030 5030-065-260	Rent of Property & Equipmt	34,223	29,039	39,968	35,000	16,719	32,816	35,000
030 5030-065-280	Administrative Expense	523,825	524,654	528,053	514,177	261,529	532,820	539,796
030 5030-065-320	Office/Computer Supplies	3,973	2,635	3,289	5,000	3,228	5,409	5,000
030 5030-065-330	Janitorial Supplies	-	-	64	-	-	-	-
030 5030-065-340	Maint and Repair Materials	109,500	112,745	109,404	152,000	14,669	44,141	280,000
030 5030-065-350	Tools/Equipment (under \$1,000)	3,047	5,202	5,810	6,500	3,960	7,818	8,000
030 5030-065-410	Meeting Expense	-	297	-	-	-	-	500
030 5030-065-420	Utilities	436,502	449,359	511,443	515,000	102,911	553,358	575,000
030 5030-065-430	Uniform Allowance	4,174	4,888	5,189	6,000	1,788	3,979	6,000
030 5030-065-440	Training Expense	4,048	1,000	-	5,000	-	-	5,000
030 5030-065-450	Publication and Dues	4,016	2,709	3,007	5,000	1,263	6,884	7,000
030 5030-065-460	Postage	615	12	1	500	2	61	500
030 5030-065-490	Special Consumables	142,958	161,011	99,727	185,000	81,695	150,060	335,600
030 5030-065-620	Debt Redemption/Fiscal Chgs	782,299	798,620	752,476	507,420	227,226	454,452	373,542
030 5030-065-650	Depreciation Expense	125,000	125,000	125,000	125,000	62,498	124,998	125,000
030 5030-065-660	Other Expense	33	93	-	20,000	76	114	10,000
030 5030-065-720	Automotive Equipment (over \$1,000)	-	-	-	-	62,125	62,125	100,000
030 5030-065-730	Other Mach/Equip (over \$1,000)	61,685	92,152	100,614	150,000	29,375	100,350	150,000
TOTAL		3,498,256	3,613,787	3,572,170	3,655,665	1,605,735	3,487,238	4,085,638

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
INDUSTRIAL PRE-TREATMENT								
030 5030-066-010	Salaries, Regular	29,260	33,567	30,584	33,893	17,699	34,652	35,000
030 5030-066-090	Benefits	13,552	15,884	14,318	20,335	8,807	17,298	17,300
030 5030-066-110	Vehicle Maintenance	5,743	8,991	8,128	9,000	4,148	8,333	9,000
030 5030-066-120	Building/Grounds Maintenance	-	35,880	-	40,000	-	-	20,000
030 5030-066-190	Other Equipment Maint	-	-	-	2,000	-	-	2,000
030 5030-066-230	Professional/Temp Service	14,016	13,136	5,552	20,000	3,442	6,402	35,000
030 5030-066-340	Maint and Repair Materials	-	658	-	500	-	-	1,000
030 5030-066-350	Tools/Equipment (under \$1,000)	-	-	76	300	-	-	300
030 5030-066-420	Utilities	1,201	1,592	1,828	2,000	969	1,809	2,000
030 5030-066-440	Training Expense	-	-	-	1,500	-	-	1,000
030 5030-066-450	Publication and Dues	-	89	91	200	384	713	700
030 5030-066-520	Insurance, Liability	2,100	2,100	2,100	2,100	1,050	2,100	2,100
030 5030-066-660	Other Expense	-	-	-	1,000	-	-	1,000
030 5030-066-730	Other Mach/Equip (over \$1,000)	-	-	1,936	2,000	-	-	2,000
TOTAL		65,871	111,897	64,613	134,828	36,500	71,307	128,400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
LABORATORY								
030 5030-068-010	Salaries, Regular	152,277	166,865	189,109	192,275	95,550	189,472	189,500
030 5030-068-020	Salaries, Part-time	-	-	455	-	440	908	1,000
030 5030-068-030	Salaries, Overtime	1,015	1,336	609	1,000	530	1,370	1,000
030 5030-068-090	Benefits	81,180	86,201	104,758	115,365	54,907	109,013	110,000
030 5030-068-120	Building/Grounds Maint	1,992	5,580	4,955	5,000	1,591	3,414	5,000
030 5030-068-190	Other Equipment Maint	35,043	25,320	39,920	35,000	28,717	34,429	46,000
030 5030-068-220	Printing/Copying	226	256	281	250	101	216	250
030 5030-068-230	Professional/Temp Service	18,433	17,111	765	10,000	292	480	10,000
030 5030-068-260	Rent of Property & Equipmt	3,558	3,231	3,764	4,000	1,872	3,382	4,000
030 5030-068-320	Office/Computer Supplies	2,008	2,031	2,397	2,500	545	1,592	2,500
030 5030-068-340	Maint and Repair Materials	-	138	503	100	234	351	500
030 5030-068-350	Tools/Equipment (under \$1,000)	1,865	-	144	1,000	3,121	4,681	3,000
030 5030-068-420	Utilities	17,406	18,017	21,295	16,500	11,262	21,104	21,150
030 5030-068-430	Uniform Allowance	436	416	721	1,000	172	394	1,000
030 5030-068-440	Training Expense	542	-	-	1,000	-	-	1,000
030 5030-068-450	Publication and Dues	3,107	1,304	9,866	10,000	6,223	7,350	11,100
030 5030-068-460	Postage	188	137	190	200	117	207	200
030 5030-068-490	Special Consumables	66,137	55,436	76,764	72,600	24,012	59,056	68,000
030 5030-068-520	Insurance, Liability	4,200	4,200	4,200	4,200	2,100	4,200	4,200
030 5030-068-660	Other Expense	540	546	540	1,000	270	473	1,000
030 5030-068-730	Othe Machinery/Equipment	5,198	2,242	5,871	2,000	-	7,817	2,000
TOTAL		395,349	390,367	467,107	474,990	232,055	449,909	482,400

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SEWER REVOLVING								
082 4210	Transfers from Other Funds	1,727,792	430,570	426,943	500,000	-	500,000	13,250,000
082 4220	Transfers to Other Funds	(1,442,654)	(300,998)	(427,660)	(12,329,027)	(89,884)	(300,000)	(18,239,760)
082 4601	Interest on Investments	133,400	144,031	102,680	100,000	38,097	75,000	75,000
082 4891	Service Connection Fees	19,994	35,599	39,236	38,732	20,471	40,000	40,000
082 4892	Acreage Fees - Developers	51,611	102,961	187,647	173,776	51,356	105,000	105,000
082 4897	Interdepartmental Serv Charge	198,254	209,374	227,712	227,713	113,949	227,898	227,898
082 4992	Sale of Personal Property	2,873	-	-	-	-	-	-
TOTAL REVENUE		406,131	491,964	557,276	540,221	223,873	447,898	447,898

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SEWER REVOLVING - EQUIPMENT REPLACEMENT								
082 5030-095-720	Automotive Equipment	-	255,477	-	70,000	-	35,258	60,000
082 5030-095-730	Other Machinery/Equipment	-	63,985	-	10,900	-	-	30,000
082 5030-095-740	Computer Equipment	-	1,828	-	-	-	-	-
TOTAL		-	321,290	-	80,900	-	35,258	90,000

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WASTEWATER TREATMENT CAPITAL RESERVE								
086 4210	Transfers from Other Funds	300,000	300,000	410,000	500,000	-	500,000	-
086 4220	Transfers to Other Funds	(752,742)	(164,993)	(720,866)	(5,839,965)	(432,644)	(1,037,911)	(5,990,000)
086 4516	State Grants	14,632	-	-		-	-	-
086 4601	Interest on Investments	137,488	149,442	112,788	100,000	40,988	80,000	80,000
086 4873	Treatment Plant Connection F	384,153	799,697	665,990	655,500	344,923	950,000	700,000
086 4897	Interdepartmental Serv Charge	200,348	203,804	204,872	204,871	102,434	207,502	212,240
086 4999	Other Revenues	(151,023)	-	-	-	-	-	-
TOTAL REVENUE		585,597	1,152,943	983,651	960,371	488,345	1,237,502	992,240

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WASTEWATER CAPITAL RESERVE - EQUIPMENT REPLACEMENT								
086 5030-095-720	Automotive Equipment	216,096	-	-	45,000	43,932	98,465	-
086 5030-095-730	Other Machinery/Equipment	49,795	-	-	-	-	-	-
TOTAL		265,891	-	-	45,000	43,932	98,465	-

SOLID WASTE

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SOLID WASTE FUND								
031 4210	Transfers from Other Funds	-	-	1,000,000	500,000	-	200,000	300,000
031 4220	Transfers to Other Funds	-	-	-	-	-	-	-
031 4516	State Grants	35,323	24,687	14,942	20,000	4,323	19,360	35,000
031 4601	Interest on Investments	3,724	-	55	-	803	803	-
031 4861	Residential Refuse Charges	3,084,170	3,133,330	3,236,655	3,153,651	1,651,435	3,306,465	3,307,525
031 4862	Commercial Refuse Charges	2,334,736	2,411,989	2,479,869	2,413,768	1,281,308	2,568,492	2,577,905
031 4863	Roll-Off Refuse Charges	529,561	538,607	612,227	545,829	281,451	665,973	649,140
031 4864	Recycling Revenues	3,181	1,408	1,147	1,375	875	1,351	1,351
031 4998	Penalties	89,004	59,791	6,802	6,410	3,240	5,273	60,000
031 4999	Other Revenues	4,170	6,326	4,824	9,833	3,482	5,923	5,545
TOTAL REVENUE		6,083,870	6,176,138	6,356,521	6,150,866	3,226,917	6,573,640	6,636,466

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
REFUSE COLLECTION AND DISPOSAL								
031 5030-080-010	Salaries, Regular	784,585	864,796	760,804	882,092	347,278	709,141	760,800
031 5030-080-020	Salaries, Part-time	-	-	-	20,000	-	-	20,000
031 5030-080-030	Salaries, Overtime	80,025	71,370	139,855	137,700	96,999	179,748	180,000
031 5030-080-040	Car Allowance	4,800	400	-	4,800	-	-	-
031 5030-080-090	Benefits	506,002	539,344	523,203	539,344	256,999	519,271	530,000
031 5030-080-110	Vehicle Maintenance	768,125	821,815	897,827	906,200	426,133	884,521	900,000
031 5030-080-120	Building/Grounds Maint	3,655	25,570	7,713	8,000	1,654	4,141	8,000
031 5030-080-140	Computer Equipment Maint	-	6,661	20,574	21,000	676	26,366	26,366
031 5030-080-190	Other Equipment Maint	219,329	182,985	182,405	185,000	95,961	188,969	189,000
031 5030-080-220	Printing/Copying	14,697	10,813	15,172	16,000	4,379	8,668	16,000
031 5030-080-230	Professional/Temp Service	1,018,742	1,044,808	1,062,891	1,055,650	393,424	1,160,237	1,200,000
031 5030-080-260	Rent of Property & Equipmt	2,140	1,894	1,196	2,000	434	1,166	2,000
031 5030-080-280	Administrative Expense	543,533	552,812	568,959	553,578	288,789	591,628	591,090
031 5030-080-320	Office/Computer Supplies	3,782	5,107	5,109	4,200	2,564	5,146	5,000
031 5030-080-340	Maint and Repair Materials	16,369	28,149	14,217	15,000	9,748	22,582	20,000
031 5030-080-350	Tools/Equipment (under \$1,000)	1,968	1,276	3,886	3,000	1,137	4,707	4,500
031 5030-080-410	Meeting Expense	4	383	322	200	61	91	200
031 5030-080-420	Utilities	17,630	18,741	21,870	20,000	12,695	27,312	27,000
031 5030-080-430	Uniform Allowance	10,241	11,031	8,520	8,000	2,730	8,719	8,000
031 5030-080-440	Training Expense	16	207	205	1,000	202	304	1,000
031 5030-080-450	Publication and Dues	1,474	2,798	2,850	3,500	1,337	2,359	3,500
031 5030-080-460	Postage	32,365	31,484	26,390	30,000	12,827	27,665	30,000
031 5030-080-520	Insurance, Liability	42,000	42,000	42,000	42,000	21,000	42,000	42,000
031 5030-080-660	Other Expense	9,245	9,777	7,766	10,000	4,711	10,107	10,000
031 5030-080-670	Franchise Fee	249,545	249,545	249,545	249,550	124,775	249,548	249,548
031 5030-080-710	Office Equipment (over \$1000)	-	-	1,431	-	-	-	-
031 5030-080-730	Other Mach/Equipment	1,659	-	-	-	-	-	-
TOTAL		4,331,931	4,523,766	4,564,711	4,717,814	2,106,513	4,674,396	4,824,004

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
GREEN WASTE								
031 5030-081-010	Salaries, Regular	91,581	83,368	86,986	88,969	44,833	92,573	89,300
031 5030-081-090	Benefits	45,272	44,729	44,955	53,381	23,639	51,089	50,700
031 5030-081-110	Vehicle Maintenance	316,539	303,064	311,239	327,200	137,237	271,268	297,000
031 5030-081-190	Other Equipment Maint	101,438	84,000	84,000	84,000	42,000	84,000	84,000
031 5030-081-230	Professional/Temp Service	285,652	313,465	301,555	280,188	111,039	297,039	300,000
031 5030-081-340	Maint and Repair Materials	938	3,832	921	1,000	342	844	1,000
031 5030-081-430	Uniform Allowance	1,566	1,518	1,656	2,000	565	1,495	2,000
031 5030-081-520	Insurance, Liability	13,800	13,800	13,800	13,800	6,900	13,800	13,800
031 5030-081-660	Other Expense	650	300	-	1,000	-	-	1,000
031 5030-081-670	Franchise Fee	83,181	83,181	83,181	83,180	41,589	83,180	83,100
TOTAL		940,617	931,257	928,292	934,718	408,144	895,288	921,900

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

STREET SWEEPING

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
031 5030-083-010	Salaries, Regular	54,572	60,435	58,597	59,276	31,391	61,916	62,500
031 5030-083-030	Salaries, Overtime	238	16	332	1,000	270	997	1,000
031 5030-083-090	Benefits	33,029	36,298	36,333	35,566	19,900	39,289	39,600
031 5030-083-110	Vehicle Maintenance	142,558	154,339	160,027	159,446	72,629	147,638	148,000
031 5030-083-190	Other Equipment Maint	61	-	-	-	-	-	-
031 5030-083-230	Professional/Temp Service	645	16,460	649	1,000	231	432	1,000
031 5030-083-340	Maint and Repair Materials	933	1,111	777	1,000	459	934	1,000
031 5030-083-430	Uniform Allowance	1,109	868	902	1,000	455	994	1,000
031 5030-083-440	Training Expense	32	-	-	-	-	-	-
031 5030-083-450	Publication and Dues	-	85	85	100	85	128	150
031 5030-083-660	Other Expense	152	213	21	1,000	-	-	1,000
TOTAL		233,329	269,826	257,723	259,388	125,419	252,328	255,250

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

CURBSIDE RECYCLEABLES COLLECTION

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
031 5030-084-010	Salaries, Regular	71,548	65,010	73,903	76,745	37,849	73,668	75,000
031 5030-084-030	Salaries, Overtime	-	-	-	1,000	-	-	-
031 5030-084-090	Benefits	39,984	37,872	40,576	46,047	20,110	39,962	45,000
031 5030-084-110	Vehicle Maintenance	144,010	156,349	161,704	173,196	80,164	148,359	160,000
031 5030-084-190	Other Equipment Maint	72,000	60,000	60,000	60,000	30,000	60,000	60,000
031 5030-084-230	Professional/Temp Service	121,658	137,951	180,503	140,000	71,961	184,247	185,000
031 5030-084-280	Administrative Expense	3,123	3,123	3,123	3,123	1,562	3,123	3,123
031 5030-084-430	Uniform Allowance	205	200	200	350	65	173	400
031 5030-084-670	Franchise Fee	2,957	2,957	2,957	2,957	1,481	2,959	2,957
TOTAL		455,486	463,462	522,966	503,418	243,193	512,491	531,480

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
RECYCLABLE WASTE								
031 5030-085-010	Salaries, Regular	74,397	96,308	70,364	81,401	42,450	84,069	85,400
031 5030-085-030	Salaries, Overtime	718	2,561	788	1,000	1,850	2,775	3,000
031 5030-085-090	Benefits	43,569	55,704	41,698	48,840	25,589	50,946	51,000
031 5030-085-110	Vehicle Maintenance	121,305	123,610	119,661	125,000	54,740	113,716	125,000
031 5030-085-190	Other Equipment Maint	120	120	120	200	60	120	200
031 5030-085-220	Printing/Copying	18	519	-	200	-	-	-
031 5030-085-230	Professional/Temp Service	62,935	77,164	79,347	70,000	37,984	94,184	95,000
031 5030-085-320	Office/Computer Supplies	685	-	-	500	-	-	-
031 5030-085-340	Maint and Repair Materials	347	441	341	500	127	313	1,000
031 5030-085-460	Postage	147	85	20	100	83	139	200
TOTAL		304,242	356,512	312,338	327,741	162,884	346,262	360,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

GRAFFITI REMOVAL

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
031 5030-087-010	Salaries, Regular	17,466	16,465	17,083	20,763	8,855	17,863	20,000
031 5030-087-090	Benefits	10,518	10,264	10,573	12,458	5,806	11,791	12,000
031 5030-087-110	Vehicle Maintenance	1,666	1,851	1,624	2,000	517	925	2,000
031 5030-087-120	Building/Grounds Maint	-	428	-	-	-	-	-
031 5030-087-190	Other Equipment Maint	120	120	120	200	60	120	200
031 5030-087-230	Professional/Temp Service	67,673	62,002	61,161	65,000	20,531	67,591	68,000
031 5030-087-320	Office and Computer Supplies	8	-	39	-	17	25	-
031 5030-087-340	Maint and Repair Materials	1,998	2,273	2,219	2,500	597	2,241	2,500
031 5030-087-520	Insurance, Liability	900	900	900	900	450	900	900
031 5030-087-660	Other Expense	-	24	-	-	-	-	-
TOTAL		100,350	94,328	93,719	103,821	36,831	101,456	105,600

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 4210	Transfers from Other Funds	-	-	-	-	-	-	-
081 4220	Transfers to Other Funds	-	-	(1,000,000)	(875,000)	-	(200,000)	(1,060,000)
081 4516	State Grants	-	-	-	-	-	-	70,000
081 4517	Federal Grants	-	489,000	800,982	-	-	-	-
081 4601	Interest on Investments	129,946	134,053	90,733	90,000	27,779	54,678	50,000
081 4897	Interdepartmental Serv Charge	932,856	842,574	833,442	833,442	416,535	833,070	833,070
081 4992	Sale of Personal Property	1,175	7,058	-	-	-	-	-
TOTAL REVENUE		1,063,977	1,472,685	1,725,157	923,442	444,314	887,748	953,070

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 5030-095-720	Automotive Equipment	90,117	836,535	922,259	1,795,000	-	37,524	1,810,000
081 5030-095-730	Other Machinery/Equipment	251,314	310,160	251,761	350,000	142,700	239,029	420,000
081 5030-095-810	Non Fixed Asset Capital	-	-	155,246	26,333	17,058	26,333	-
TOTAL		341,431	1,146,695	1,329,265	2,171,333	159,758	302,886	2,230,000

AIRPORT

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
AIRPORT								
032 4001	Current secured	3,604	4,117	3,445	4,000	3,328	3,328	3,500
032 4516	State grants	10,000	10,000	10,000	10,000	-	10,000	10,000
032 4517	Federal grants	-	-	30,000	-	-	45,000	-
032 4601	Interest on Investments	55,240	57,980	47,596	40,000	19,464	40,000	40,000
032 4604	Rent of land	78,925	84,218	173,475	84,000	106,428	187,000	190,000
032 4606	Rent of land - agricultural	34,136	33,233	36,630	37,697	22,230	38,816	39,000
032 4607	Rent of Buildings	5,400	6,375	6,300	6,300	3,150	6,300	6,300
032 4608	Rent of hangars	38,139	39,130	38,480	38,000	21,928	44,818	45,000
032 4821	Restaurant concession	13,447	10,283	3,065	7,356	7,412	15,105	15,500
032 4822	Fuel and oil sales	1,039,993	945,142	1,568,727	1,250,000	1,139,315	1,604,780	1,600,000
032 4822.01	Fuel flow fees	1,468	1,798	29,015	5,000	31,285	31,285	30,000
032 4823	Tie-down fees	982	718	560	600	285	525	600
032 4824	Landing fees	40,020	39,960	99,818	50,000	82,200	102,582	100,000
032 4998	Penalties	358	432	882	600	371	1,305	1,000
032 4999	Other revenues	5	-	350	-	200	300	600
TOTAL REVENUES		1,321,718	1,233,387	2,048,343	1,533,553	1,437,596	2,131,144	2,081,500
032 4210	Transfers from Other Funds	-	-	-	-	-	-	-
032 4220	Transfers to Other Funds	-	-	-	(150,000)	-	-	(402,398)
NET TRANSFERS		-	-	-	(150,000)	-	-	(402,398)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
AIRPORT								
032-5070-001-010	Salaries, Regular	47,776	119,498	126,730	136,116	63,657	128,728	141,612
032-5070-001-020	Salaries, Part-time	59,653	-	-	-	1,623	5,928	10,000
032-5070-001-030	Salaries, Overtime	5,750	4,959	6,053	6,000	4,711	6,737	10,000
032-5070-001-090	Benefits	75,813	78,516	86,963	100,908	44,910	91,264	104,763
032-5070-001-110	Vehicle Maint	91,151	96,714	93,062	98,000	43,558	88,944	100,000
032-5070-001-120	Building/Grounds Maint	13,004	15,187	16,937	20,000	4,344	11,465	20,000
032-5070-001-140	Computer Maint	895	2,639	1,092	1,200	1,498	7,840	10,000
032-5070-001-180	Fueling System Maint	19,007	13,911	11,908	20,000	475	12,305	20,000
032-5070-001-190	Other Equip Maint	3,226	1,061	898	5,000	-	610	5,000
032-5070-001-210	Advertising	398	401	696	1,000	292	696	1,000
032-5070-001-230	Professional/Temp Service	1,147	4,752	61,086	3,500	373	949	3,500
032-5070-001-260	Rent of Property & Equipment	155	134	-	500	-	-	500
032-5070-001-280	Administrative Expense	49,219	56,054	114,878	66,020	68,623	96,300	91,900
032-5070-001-290	Processing Fee	36,605	34,144	58,929	50,000	39,039	56,143	60,000
032-5070-001-310	Aviation Fuels & Lubricants	729,932	561,008	733,519	800,000	657,802	1,061,144	1,060,000
032-5070-001-320	Office/Computer Supplies	1,228	408	758	1,500	133	266	1,500
032-5070-001-330	Janitorial Supplies	456	452	11	500	-	-	500
032-5070-001-350	Tools/Equipment (under \$1,000)	391	1,725	140	2,000	-	1,104	2,000
032-5070-001-410	Meeting Expense	-	1,218	-	2,000	-	-	2,000
032-5070-001-420	Utilities	61,909	47,639	53,898	60,000	26,634	61,283	65,000
032-5070-001-430	Uniform Allowance	409	414	10	500	450	455	500
032-5070-001-450	Publication and Dues	253	328	328	500	-	328	500
032-5070-001-460	Postage	16	7	-	100	-	-	100
032-5070-001-520	Insurance, Liability	22,000	22,000	22,000	22,000	11,002	22,000	22,000
032-5070-001-660	Other Expense	142	139	7,484	500	-	100	500
032-5070-001-730	Other Mach/Equip (over \$1000)	1,096	6,652	-	5,000	-	-	30,000
032-5070-001-750	Special Aviation	4,102	1,129	-	5,000	-	-	5,000
TOTAL		1,225,734	1,071,088	1,397,380	1,407,844	969,124	1,654,589	1,767,875

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2022/23

	ACTUAL			BUDGET	ACTUAL		PROPOSED
	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT							
090 4516 State grants	-	5,140	49,170	-	-	-	245,700
090 4517 Federal grants	27,175	923,746	162,896	270,000	-	48,132	4,914,000
090 4601 Interest on investments	9,956	8,968	(23,995)	4,000	1,740	3,747	1,000
090 4897 Interdepartmental serv charges	84,186	84,186	84,186	84,186	42,093	84,186	96,186
090 4992 Sale of personal Property	-	-	-	-	1,011	1,011	-
TOTAL	121,318	1,022,040	272,257	358,186	44,844	137,076	5,256,886
090 4210 Transfers from Other Funds	-	-	-	-	-	-	402,398
090 4220 Transfers to Other Funds	(72,742)	(1,053,251)	(273,173)	(286,500)	(1,095)	(60,000)	(5,610,000)
NET TRANSFERS	(72,742)	(1,053,251)	(273,173)	(286,500)	(1,095)	(60,000)	(5,207,602)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2022/23

			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT FUND						
090 5030-095-720	Automotive Equipment	-	130,782	-	-	260,000
090 5070-001-750	Special Aviation	-	-	-	-	-
TOTAL		-	130,782	-	-	260,000

GOLF COURSE

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
GOLF COURSE OPERATIONS FUND								
033 4210	Transfers from Other Funds	69,000	5,750	69,000	69,000	34,500	69,000	69,000
033 4851	Green Fees	74,922	71,287	113,385	85,000	41,865	101,335	100,000
033 4852	Golf Membership Fees	27,290	21,690	27,100	28,000	15,760	29,760	30,000
033 4853	Locker Fees	765	532	710	800	85	800	800
033 4854	Golf Cart Rentals	57,320	64,984	119,708	80,000	48,555	97,848	90,000
033 4999	Other Revenues	175	15	30	-	100	135	100
TOTAL REVENUE		160,472	158,508	260,933	193,800	106,365	229,878	220,900
GOLF COURSE REPLACEMENT FUND								
091 4601	Interest on Investments	3,910	4,671	3,140	3,000	1,293	2,700	2,500
091 4897	Interdepartmental Serv Charges	49,975	50,183	51,408	51,408	25,704	51,408	51,408
091 4992	Sale of Personal Property	-	-	263	-	150	150	-
TOTAL REVENUE		53,885	54,854	54,810	54,408	27,147	54,258	53,908

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

GOLF COURSE

033-5050-070-010 Salaries, Regular
033-5050-070-020 Salaries, Part-time
033-5050-070-030 Salaries, Overtime
033-5050-070-090 Benefits
033-5050-070-110 Vehicle Maintenance
033-5050-070-120 Building/Grounds Maint
033-5050-070-190 Other Equipment Maint
033-5050-070-230 Professional/Temp Service
033-5050-070-260 Rent of Property & Equipment
033-5050-070-280 Administrative Expense
033-5050-070-350 Tools/Equipment (under \$1,000)
033-5050-070-420 Utilities
033-5050-070-430 Uniform Allowance
033-5050-070-520 Insurance, Liability
033-5050-070-660 Other Expense
033-5050-070-730 Other Mach/Equip (over \$1,000)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
99,629	106,102	100,512	97,380	48,754	98,246	99,336
12,408	13,518	17,722	14,000	11,146	20,251	16,000
-	434	-	-	78	257	-
59,197	59,093	65,244	62,604	30,747	62,293	64,554
64,119	64,056	60,901	65,000	32,517	63,463	69,000
31,441	14,362	22,942	24,000	10,049	28,725	27,000
9,363	10,092	9,899	10,000	7,418	12,983	12,000
39,295	37,282	61,721	50,000	23,949	59,602	57,000
173	121	187	300	-	-	-
14,442	14,266	23,484	17,442	9,573	20,689	19,881
1,035	1,886	1,427	2,000	255	846	2,000
96,194	86,886	103,394	100,000	73,137	113,254	115,000
888	1,009	614	1,000	170	453	800
8,925	8,925	8,925	8,925	4,461	8,925	8,925
5,182	6,558	14,494	7,500	7,232	14,641	9,000
-	4,906	1,186	-	-	-	-
442,290	429,496	492,652	460,151	259,486	504,628	500,496

GOLF COURSE REPLACEMENT FUND

091 5030-095-720 Automotive Equipment
091 5030-095-730 Other Machinery/Equipment

TOTAL

20,952	20,405	-	-	-	10,846	-
-	38,851	-	-	-	-	145,000
20,952	59,256	-	-	-	10,846	145,000

WATER

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER OPERATING FUND								
034 4210	Transfers from Other Funds	6,858	3,629	881	-	-	-	-
034 4220	Transfers to Other Funds	(7,000,000)	(4,000,000)	(5,000,000)	(5,000,000)	-	(5,000,000)	(5,000,000)
034 4601	Interest on Investments	121,271	80,322	68,735	70,000	18,693	44,966	40,000
034 4818	Code Enforcement Fees	25,763	5,503	8,600	4,300	19,100	20,000	20,000
034 4881	Water Sales	11,244,302	11,953,269	12,949,264	12,869,254	7,591,798	12,812,693	13,073,738
034 4882	Meter Installation Charges	31,072	6,679	4,521	5,232	1,947	5,596	5,500
034 4883	Water Service Charges	108,123	62,485	32,173	27,420	7,160	14,476	16,767
034 4998	Penalties	210,790	152,659	737	727	785	1,276	90,000
034 4999	Other Revenues	2,723	1,729	14,647	8,347	(96,618)	-	-
TOTAL REVENUE		11,744,043	12,262,646	13,078,677	12,985,280	7,542,866	12,899,007	13,246,005

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER DISTRIBUTION								
034 5030-070-010	Salaries, Regular	656,979	728,995	736,263	737,573	284,617	564,323	738,000
034 5030-070-020	Salaries, Part-time	10,277	1,456	-	40,000	-	-	-
034 5030-070-030	Salaries, Overtime	17,809	21,506	15,010	22,000	7,782	15,906	20,000
034 5030-070-040	Car Allowance	4,800	4,800	4,800	9,600	2,400	4,800	4,800
034 5030-070-090	Benefits	390,017	417,968	468,935	455,000	189,132	365,507	460,000
034 5030-070-110	Vehicle Maintenance	283,396	236,531	253,099	250,000	110,012	227,067	250,000
034 5030-070-120	Building/Grounds Maint	7,612	24,915	12,179	20,000	5,660	9,938	20,000
034 5030-070-140	Computer Equipment Maint	-	8,158	7,413	8,000	5,388	9,602	10,000
034 5030-070-190	Other Equipment Maint	115,264	185,016	230,691	232,898	150,428	279,953	280,500
034 5030-070-210	Advertising	47,825	41,050	48,425	45,000	12,783	26,794	30,000
034 5030-070-220	Printing/Copying	9,569	9,248	10,066	10,000	4,132	7,405	10,000
034 5030-070-230	Professional/Temp Service	16,913	6,063	19,350	25,000	5,255	11,753	25,000
034 5030-070-260	Rent of Property & Equipmt	3,124	5,357	208	5,000	276	517	5,000
034 5030-070-280	Administrative Expense	1,069,281	1,116,311	1,189,564	1,168,675	695,747	1,181,652	1,212,140
034 5030-070-320	Office/Computer Supplies	5,720	6,503	5,895	5,000	1,129	3,972	5,000
034 5030-070-340	Maint and Repair Materials	323,266	341,107	326,784	340,000	123,991	272,785	340,000
034 5030-070-350	Tools/Equipment (under \$1,000)	25,558	27,017	24,244	30,000	13,932	27,838	30,000
034 5030-070-370	New Water Service	178,108	172,883	12,175	185,500	1,191	1,786	120,000
034 5030-070-390	Water Purchases	379,419	187,999	181,608	500,000	196,856	324,612	500,000
034 5030-070-410	Meeting Expense	914	670	291	1,000	203	390	1,000
034 5030-070-420	Utilities	1,018,567	1,052,311	1,300,362	1,220,000	798,118	1,386,148	1,462,941
034 5030-070-430	Uniform Allowance	10,683	15,285	15,640	15,000	2,936	7,768	15,000
034 5030-070-440	Training Expense	18,798	18,782	100	20,000	240	359	17,000
034 5030-070-450	Publication and Dues	4,149	4,214	4,280	5,694	3,665	5,531	6,000
034 5030-070-460	Postage	32,115	40,545	26,322	40,000	12,813	23,553	40,000
034 5030-070-520	Insurance, Liability	36,000	36,000	36,000	36,000	18,000	36,000	36,000
034 5030-070-620	Debt Redemption/Fiscal Chgs	252,853	227,259	1,200,194	223,348	722,095	1,444,190	1,420,715
034 5030-070-650	Depreciation Expense	155,162	155,162	155,162	155,164	77,582	155,163	155,162
034 5030-070-660	Other Expense	220,095	226,809	251,888	325,000	188,401	258,989	325,000
034 5030-070-670	Franchise Fee	332,724	332,724	332,724	332,724	166,362	332,724	332,724
034 5030-070-710	Office Equipment (over \$1,000)			1,431	-	-	-	-
034 5030-070-730	Other Mach/Equip (over 1,000)	69,201	68,015	56,951	70,000	37,870	56,805	70,000
034 5030-070-740	Computer Equip (over \$1,000)	4,400	-	-	5,000	-	-	5,000
TOTAL		5,700,597	5,720,660	6,928,055	6,538,176	3,838,994	7,043,830	7,946,982

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER METER READING/CUSTOMER SERVICE								
034 5030-071-010	Salaries, Regular	137,930	145,021	141,652	145,000	69,461	139,100	140,000
034 5030-071-020	Salaries, Part-time	37,436	40,508	38,823	40,000	19,568	38,869	40,000
034 5030-071-030	Salaries, Overtime	3,273	1,897	-	5,000	8	12	5,000
034 5030-071-090	Benefits	108,751	113,362	114,354	115,000	59,461	118,613	119,000
034 5030-071-110	Vehicle Maintenance	38,346	39,483	37,702	39,500	22,567	45,177	45,200
034 5030-071-190	Other Equipment Maint	8,236	4,850	8,400	8,000	2,400	4,800	5,000
034 5030-071-320	Office/Computer Supplies	27	-	-	500	-	-	-
034 5030-071-340	Maint and Repair Materials	1,678	674	759	2,500	288	640	2,500
034 5030-071-350	Tools/Equipment (under \$1,000)	373	2,928	55	1,000	-	70	1,000
034 5030-071-420	Utilities	3,056	3,101	2,851	3,500	1,198	3,003	3,500
034 5030-071-430	Uniform Allowance	2,601	2,531	2,675	3,000	711	2,168	3,000
034 5030-071-440	Training Expense	-	-	-	500	-	-	-
034 5030-071-520	Insurance, Liability	2,400	2,400	2,400	2,400	1,200	2,400	2,400
034 5030-071-660	Other Expense	-	-	-	500	-	-	-
TOTAL		344,108	356,755	349,670	366,400	176,863	354,852	366,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER QUALITY ASSURANCE								
034 5030-072-010	Salaries, Regular	222,619	220,174	210,806	225,000	109,486	218,590	220,000
034 5030-072-030	Salaries, Overtime	870	57	-	1,000	-	-	1,000
034 5030-072-090	Benefits	110,810	116,530	114,587	120,000	61,800	123,859	124,000
034 5030-072-110	Vehicle Maintenance	38,009	36,421	44,310	45,000	22,439	42,002	45,000
034 5030-072-190	Other Equipment Maintenance	270,000	208,000	60,000	100,000	30,000	60,000	60,000
034 5030-072-220	Printing/Copying		45	-	-	-	-	-
034 5030-072-230	Professional/Temp Service	121,700	89,463	50,003	80,000	20,797	46,247	60,000
034 5030-072-320	Office/Computer Supplies	68	451	384	500	-	-	500
034 5030-072-340	Maint & Repair Materials	18,912	16,431	16,579	30,000	8,789	15,177	30,000
034 5030-072-350	Tools/Equipment (under \$1,000)	8,158	4,183	1,457	5,000	550	825	5,000
034 5030-072-430	Uniform Allowance	-	55	-	-	-	-	-
034 5030-072-440	Training Expense	-	-	-	1,000	-	-	-
034 5030-072-460	Postage	13	-	-	-	-	-	-
034 5030-072-490	Special Consumables	11,897	11,312	12,842	15,000	4,545	9,592	15,000
034 5030-072-520	Insurance, Liability	3,300	3,300	3,300	3,300	1,650	3,300	3,300
034 5030-072-660	Other Expense	-	-	-	1,000	-	-	1,000
034 5030-072-730	Other Mach/Equip (over \$1,000)	10,516	-	-	-	-	-	-
TOTAL		816,870	706,422	514,269	626,800	260,057	519,592	564,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

HYDRANT TESTING

034 5030-073-010 Salaries, Regular
034 5030-073-030 Salaries, Overtime
034 5030-073-090 Benefits
034 5030-073-110 Vehicle Maintenance
034 5030-073-230 Professional/Temp Service
034 5030-073-320 Office/Computer Supplies
034 5030-073-340 Maint and Repair Materials
034 5030-073-350 Tools/Equipment (under \$1,000)
034 5030-073-660 Other Expense
034 5030-073-720 Automotive Equipment
034 5030-073-730 Other Mach/Equipment (over \$1,

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
-	-	-	215,000	53,008	99,505	215,000
-	-	-	-	429	1,031	1,000
-	-	-	129,000	34,842	65,469	129,000
	-	-	40,500	-	-	40,500
	-	-	2,500	-	-	2,500
	-	-	500	-	-	500
120	-	-	7,500	333	500	7,500
-	-	533	2,000	1,031	1,547	2,000
-	-	-	1,000	-	-	1,000
-	-	-	175,000	-	-	175,000
-	-	2,887	-	1,633	2,449	2,500
120	-	3,420	573,000	91,276	170,501	576,500

TOTAL

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER REPLACEMENT								
080 4210	Transfers from Other Funds	7,000,000	4,000,000	5,000,000	5,000,000	-	5,000,000	5,000,000
080 4220	Transfers to Other Funds	(2,375,905)	(2,639,487)	(2,366,999)	(59,577,765)	(982,260)	(14,881,950)	(45,138,550)
080 4516	State Grants	949,156	417,177	1,817,901	13,354,656	-	1,395,000	3,575,000
080 4601	Interest on Investments	221,099	312,753	245,100	230,000	109,320	179,103	180,000
080 4891	Service Connection Fees	16,567	10,662	20,814	22,042	16,924	25,387	25,000
080 4892	Acreage Fees - Developers	74,518	139,275	332,954	300,000	96,202	328,330	200,000
080 4897	Interdepartmental Serv Charge	634,253	598,424	559,622	559,623	279,998	559,995	560,000
080 4992	Sale of Personal Property	-	726	3,223	-	-	-	-
TOTAL REVENUE		1,895,593	1,479,016	2,979,613	14,466,321	502,444	2,487,815	4,540,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
WATER REPLACEMENT - EQUIPMENT REPLACEMENT								
080 5030-095-720	Automotive Equipment	135,557	28,483	-	47,000	79,216	190,028	85,000
080 5030-095-730	Other Machinery/Equipment	-	268,486	-	51,000	118,583	269,845	-
080 5030-095-740	Computer Equipment	817	1,498	-	-	-	-	5,000
TOTAL		136,374	298,466	-	98,000	197,799	459,873	90,000

RISK MANAGEMENT

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
RISK MANAGEMENT								
050 4220	Transfers to Other Funds	-	(1,903)	(73,563)	(205,000)	-	(10,000)	(405,000)
050 4601	Interest on Investments	27,954	20,527	12,496	10,000	-	-	-
050 4901	Liability Insurance	514,916	514,916	514,916	514,916	310,562	621,116	621,116
050 4902	Health & Life Insurance	4,817,414	5,010,952	5,189,858	5,175,000	2,530,388	5,058,035	5,100,000
050 4903	Unemployment Insurance	108,296	119,307	121,130	120,000	64,025	124,029	125,000
050 4904	Workers Compensation Insurance	1,361,214	1,315,381	1,411,309	1,450,000	781,301	1,498,439	1,500,000
050 4905	Automobile Insurance	161,176	171,514	178,110	175,000	94,398	188,949	186,000
050 4998	Penalties	811	725	942	800	443	901	900
TOTAL		6,991,781	7,153,322	7,428,761	7,445,716	3,781,117	7,491,469	7,533,016

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
ADMINISTRATION								
050-5011-015-010	Salaries, Regular	113,584	126,898	147,097	139,635	92,892	148,641	156,010
050-5011-015-090	Benefits	53,761	63,607	80,846	76,119	50,810	80,808	88,644
050-5011-015-190	Other Equipment Maint	186	372	372	372	93	186	372
050-5011-015-220	Printing/Copying	(55)	-	-	-	-	-	-
050-5011-015-410	Meeting Expense	513	619	-	600	88	132	300
050-5011-015-440	Training Expense	2,458	1,582	430	3,000	57	1,553	3,000
050-5011-015-450	Publication and Dues	450	-	268	500	150	225	300
050-5011-015-660	Other Expense	1,536	645	1,556	1,000	1,077	1,361	1,500
050-5011-015-710	Office equipment (over \$1,000)	10,643	-	-	500	441	887	500
TOTAL		183,075	193,722	230,569	221,726	145,607	233,793	250,625

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
RM LIABILITY								
050-5011-016-540	Administration & Premiums	696,871	619,128	815,948	884,638	791,809	907,106	1,200,000
050-5011-016-550	Loss Control Services	-	-	5,346	-	-	4,735	-
050-5011-016-560	Claims (Expected Losses)	-	-		-	1,446	6,530	-
TOTAL		696,871	619,128	821,294	884,638	793,255	918,371	1,200,000
RM PROPERTY								
050-5011-017-540	Administration & Premiums	278,454	369,666	521,634	751,394	801,756	801,756	890,000
050-5011-017-560	Claims (Expected Losses)	-	-	3,100	-	-	-	-
TOTAL		278,454	369,666	524,734	751,394	801,756	801,756	890,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
RM WORKERS COMPENSATION								
050-5011-018-540	Administration & Premiums	328,015	276,161	408,707	425,563	325,569	454,775	490,000
050-5011-018-550	Loss Control Services	35,699	36,372	25,035	25,000	9,793	28,066	25,000
050-5011-018-560	Claims (Expected Losses)	634,834	441,556	1,040,291	500,000	209,953	1,101,477	600,000
TOTAL		998,547	754,088	1,474,033	950,563	545,315	1,584,318	1,115,000
RM EMPLOYEE MEDICAL								
050-5011-019-540	Administration & Premiums	1,248,364	1,390,450	1,510,614	1,400,000	663,373	1,490,090	1,500,000
050-5011-019-560	Claims (Expected Losses)	2,688,664	3,691,913	3,187,095	3,500,000	2,728,524	4,112,046	4,000,000
TOTAL		3,937,028	5,082,363	4,697,709	4,900,000	3,391,897	5,602,136	5,500,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
RM UNEMPLOYMENT								
050-5011-020-560	Claims (Expected Losses)	51,556	151,021	93,675	60,000	7,311	44,492	60,000
TOTAL		51,556	151,021	93,675	60,000	7,311	44,492	60,000
RM EMPLOYMENT PRACTICES								
050-5011-021-540	Administration & Premiums	76,531	78,617	186,392	195,000	214,975	214,975	300,000
050-5011-021-560	Claims (Expected Losses)	24,710	14,800	50,303	25,000	-	15,444	25,000
TOTAL		101,241	93,417	236,695	220,000	214,975	230,419	325,000
GRAND TOTAL RISK MANAGEMENT		6,246,772	7,263,405	8,078,709	7,988,321	5,900,116	9,415,285	9,340,625

EQUIPMENT MAINTENANCE

PROPOSED ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
EQUIPMENT MAINTENANCE								
053 4601	Interest on Investments	11,154	8,988	2,873	2,000	756	1,304	1,200
053 4609	Rent of Equipment	15,852	16,532	21,081	21,009	9,221	18,700	18,000
053 4822	Fuel Sales	1,389,583	1,305,031	1,292,431	1,242,388	756,704	1,568,209	1,600,000
053 4897	Interdepartmental Serv Charge	514,605	499,578	556,214	542,432	247,061	517,312	500,000
053 4899	Other Service Charges	161,970	135,226	155,862	161,170	66,021	133,263	140,000
053 4995	Reimbursements & Refunds	8,615	60,592	112,126	103,941	30,752	94,892	95,000
053 4999	Other Revenues	1,502,712	1,688,222	1,631,134	1,628,320	683,992	1,390,613	1,500,000
TOTAL REVENUE		3,604,490	3,714,170	3,771,722	3,701,260	1,794,507	3,724,293	3,854,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
EQUIPMENT MAINTENANCE								
053 5030-090-010	Salaries, Regular	467,791	506,267	472,854	490,500	234,567	466,941	470,000
053 5030-090-030	Salaries, Overtime	50,967	55,503	53,811	54,500	26,844	50,299	53,500
053 5030-090-090	Benefits	270,350	285,530	284,744	294,300	147,904	289,481	290,500
053 5030-090-110	Vehicle Maintenance	76,885	76,220	60,689	59,448	26,452	57,441	59,500
053 5030-090-120	Building/Grounds Maint	22,152	41,228	17,884	20,000	5,866	13,429	20,000
053 5030-090-140	Computer Maintenance	6,366	6,361	8,104	10,000	5,453	8,320	10,000
053 5030-090-190	Other Equipment Maint	161,533	222,661	189,793	192,892	95,330	180,276	185,600
053 5030-090-220	Printing/Copying	184	282	311	500	104	212	300
053 5030-090-230	Professional/Temp Service	3,426	813	1,394	3,000	626	1,056	2,500
053 5030-090-250	Outside Automotive	1,637,406	1,742,687	1,616,377	1,500,000	611,801	1,290,168	1,400,000
053 5030-090-260	Rent of Property & Equipmt	2,604	1,923	1,276	2,000	434	983	2,000
053 5030-090-310	Fuel and Lubricants	907,784	864,202	877,287	800,000	434,461	1,104,841	1,105,000
053 5030-090-320	Office/Computer Supplies	6,215	6,496	8,467	9,000	2,870	5,865	7,000
053 5030-090-330	Janitorial Supplies	219	492	914	1,000	136	204	500
053 5030-090-340	Maint and Repair Material	3,277	2,577	616	10,000	130	320	5,000
053 5030-090-350	Tools/Equipment (under \$1,000)	13,426	27,352	23,596	23,000	8,784	19,861	25,000
053 5030-090-380	Automotive Parts	94,554	87,837	56,106	75,000	32,307	69,877	75,000
053 5030-090-420	Utilities	28,276	33,073	44,741	42,000	24,047	48,565	49,000
053 5030-090-430	Uniform Allowance	11,244	13,132	12,767	13,000	3,716	8,781	12,000
053 5030-090-440	Training Expense	4,476	5,135	235	5,000	916	1,374	3,500
053 5030-090-450	Publication and Dues	3,698	3,159	3,789	5,000	3,179	4,768	6,000
053 5030-090-460	Postage	21	180	81	500	-	-	-
053 5030-090-520	Insurance, Liability	15,900	15,900	15,900	15,900	7,950	15,900	15,900
053 5030-090-660	Other Expense	5,166	4,821	5,430	6,000	1,842	4,235	5,000
053 5030-090-730	Other Mach/Equip (over \$1000)	3,978	-	20,638	-	-	-	-
TOTAL		3,797,896	4,003,834	3,777,805	3,632,540	1,675,719	3,643,197	3,802,800

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 4516	State grants	29,263	-	-	-		-	-
093 4601	Interest on Investments	18,108	20,116	14,885	15,000	5,785	11,395	12,000
093 4897	Interdepartmental Serv Charge	136,632	147,403	150,606	150,606	75,303	150,606	150,606
093 4992	Sale of Personal Property	-	-	2,010	-	-	-	-
TOTAL REVENUE		184,003	167,519	167,501	165,606	81,088	162,001	162,606

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 5030-095-720	Automotive Equipment	78,535	52,639	-	-	-	-	-
093 5030-095-730	Other Machinery/Equipment	-	8,727	-	62,200	7,938	50,468	288,000
TOTAL		78,535	61,367	-	62,200	7,938	50,468	288,000

LANDSCAPE MAINTENANCE DISTRICTS

ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

LANDSCAPE MAINTENANCE DISTRICTS

061 4005 Assessments

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
112,298	115,624	150,930	154,753	79,102	158,204	132,682
112,298	115,624	150,930	154,753	79,102	158,204	132,682

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 41, BEVERLY GLENN

061-5050-001-230 Professional/Temp Services
061-5050-001-420 Utilities
061-5050-001-660 Other Expenses

TOTAL

DISTRICT 42, SIERRA ESTATES

061-5050-002-120 Building/Grounds Maintenance
061-5050-002-230 Professional/Temp Services
061-5050-002-420 Utilities
061-5050-002-660 Other Expenses

TOTAL

DISTRICT 43, SIERRA MEADOWS #2

061-5050-003-010 Salaries, Regular
061-5050-003-090 Benefits
061-5050-003-120 Building/Grounds Maintenance
061-5050-003-230 Professional/Temp Services
061-5050-003-420 Utilities
061-5050-003-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	-
112	117	129	150	41	122	150
-	-	-	-	-	-	-
112	117	129	150	41	122	150
-	-	168	-	-	-	-
7,156	6,731	3,664	5,500	1,089	2,613	5,500
1,515	1,698	1,756	1,850	511	1,282	1,850
-	-	-	-	-	-	-
8,671	8,429	5,588	7,350	1,600	3,895	7,350
-	24	-	-	-	-	-
-	14	-	-	-	-	-
-	605	161	800	43	229	500
-	2,296	3,866	3,500	2,190	4,320	4,500
5,196	5,967	5,177	6,000	2,351	5,207	6,000
-	-	-	-	74	111	50
5,196	8,906	9,204	10,300	4,658	9,867	11,050

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 44, SUMMIT ESTATES #1

061-5050-004-010 Salaries, Regular
061-5050-004-020 Salaries, Part-time
061-5050-004-090 Benefits
061-5050-004-120 Building/Grounds Maintenance
061-5050-004-230 Professional/Temp Services
061-5050-004-420 Utilities
061-5050-004-660 Other Expenses

TOTAL

DISTRICT 45, NEW EXPRESSIONS #5

061-5050-005-120 Building/Grounds Maintenance
061-5050-005-230 Professional/Temp Services
061-5050-005-420 Utilities
061-5050-005-660 Other Expenses

TOTAL

DISTRICT 46, MOOREA MANOR

061-5050-006-120 Building/Grounds Maintenance
061-5050-006-230 Professional/Temp Services
061-5050-006-420 Utilities
061-5050-006-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
427	291	65	-	-	-	-
-	-	562	-	712	1,428	1,500
234	164	238	-	280	567	600
373	79	110	300	-	-	-
1,866	1,711	311	1,800	-	-	-
2,178	2,041	2,248	2,400	862	2,121	2,400
41	42	17	50	74	111	50
5,119	4,327	3,551	4,550	1,928	4,227	4,550
5,983	2,573	142	2,000	-	-	4,500
-	-	-	-	-	-	-
858	900	988	1,000	312	943	1,000
-	-	-	-	-	-	-
6,841	3,473	1,130	3,000	312	943	5,500
-	-	-	-	-	-	-
280	280	2,030	2,613	871	2,613	2,613
1,104	1,007	1,033	1,300	465	1,083	1,500
-	84	17	-	74	111	100
1,384	1,370	3,080	3,913	1,411	3,807	4,213

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 50, RIVERVIEW ESTATES, PHASE 5

061-5050-007-120 Building/Grounds Maintenance
061-5050-007-420 Utilities
061-5050-007-660 Other Expenses

TOTAL

DISTRICT 47, CHELSEA GLEN

061-5050-008-120 Building/Grounds Maintenance
061-5050-008-230 Professional/Temp Services
061-5050-008-420 Utilities
061-5050-008-660 Other Expenses

TOTAL

DISTRICT 48, NADER HOMES

061-5050-009-120 Building/Grounds Maintenance
061-5050-009-230 Professional/Temp Services
061-5050-009-420 Utilities
061-5050-009-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	-
687	706	465	1,000	114	348	1,000
-	-	17	50	-	-	50
687	706	482	1,050	114	348	1,050
-	-	212	300	-	-	-
-	-	1,740	1,900	870	2,088	2,088
-	-	248	500	386	1,406	1,500
-	-	114	50	74	111	100
-	-	2,315	2,750	1,330	3,605	3,688
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	114	-	-	-	100
-	-	114	-	-	-	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 49 RANCH VICTORIA PHASE 2-4

061-5050-010-120 Building/Grounds Maintenance
061-5050-010-230 Professional/Temp Services
061-5050-010-420 Utilities
061-5050-010-660 Other Expenses

TOTAL

DISTRICT 51 SUMMIT ESTATES TWO, PHASE I

061-5050-011-120 Building/Grounds Maintenance
061-5050-011-230 Professional/Temp Services
061-5050-011-420 Utilities
061-5050-011-660 Other Expenses

TOTAL

DISTRICT 52 SUMMIT HERITAGE VILLAS

061-5050-012-120 Building/Grounds Maintenance
061-5050-012-230 Professional/Temp Services
061-5050-012-420 Utilities
061-5050-012-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	114	50	-	-	100
-	-	114	50	-	-	100
-	-	95	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	114	50	-	-	100
-	-	210	50	-	-	100
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	114	50	-	-	100
-	-	114	50	-	-	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 53 TROOPER TERRACE

061-5050-013-120 Building/Grounds Maintenance
061-5050-013-230 Professional/Temp Services
061-5050-013-420 Utilities
061-5050-013-660 Other Expenses

TOTAL

DISTRICT 54 WINDSOR COURT

061-5050-014-120 Building/Grounds Maintenance
061-5050-014-230 Professional/Temp Services
061-5050-014-420 Utilities
061-5050-014-660 Other Expenses

TOTAL

DISTRICT 55 SUMMIT EST II PH2

061-5050-015-120 Building/Grounds Maintenance
061-5050-015-230 Professional/Temp Services
061-5050-015-420 Utilities
061-5050-015-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	58	100	-	-	100
-	-	997	1,200	498	1,196	1,196
-	-	253	-	444	1,263	2,000
-	-	97	50	-	-	50
-	-	1,405	1,350	942	2,459	3,346
-	-	49	-	-	-	-
-	-	870	-	870	2,088	2,088
-	-	195	-	1,230	2,641	2,700
-	-	114	50	-	-	50
-	-	1,228	50	2,100	4,729	4,838
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	74	111	100
-	-	-	-	74	111	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 56 ROYAL OAKS 1-A

061-5050-016-020 Salaries, Part-time
061-5050-016-030 Benefits
061-5050-016-420 Utilities
061-5050-016-660 Other Expenses

TOTAL

DISTRICT 1, WESTWOOD ESTATES 1 - 3

061-5050-036-010 Salaries, Regular
061-5050-036-090 Benefits
061-5050-036-120 Building/Grounds Maintenance
061-5050-036-230 Professional/Temp Services
061-5050-036-420 Utilities
061-5050-036-660 Other Expenses

TOTAL

JASMINE RANCH, ANNEX 2

061-5050-039-010 Salaries, Regular
061-5050-039-090 Benefits
061-5050-039-120 Building/Grounds Maintenance
061-5050-039-230 Professional/Temp Services
061-5050-039-420 Utilities
061-5050-039-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	1,500
-	-	-	-	-	-	500
-	-	-	-	-	998	1,300
-	-	-	-	74	111	100
-	-	-	-	74	1,109	3,400
-	73	-	-	-	-	-
-	41	-	-	-	-	-
161	365	1,432	500	569	976	1,000
2,724	2,724	4,310	4,355	1,815	4,355	4,355
4,903	5,347	4,552	6,600	2,372	4,431	6,000
41	42	17	50	74	111	100
7,829	8,591	10,311	11,505	4,830	9,873	11,455
-	1,554	-	-	-	-	-
-	913	-	-	-	-	-
-	1,981	688	1,000	2,334	2,440	2,500
3,262	3,262	3,263	3,264	1,360	3,264	3,264
1,581	2,914	2,643	3,500	1,638	2,587	3,700
41	42	17	50	223	334	100
4,884	10,666	6,612	7,814	5,555	8,625	9,564

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

PORTER CREEK, ANNEX 3

061-5050-040-010 Salaries, Regular
061-5050-040-020 Salaries, Part-time
061-5050-040-090 Benefits
061-5050-040-120 Building/Grounds Maintenance
061-5050-040-230 Professional/Temp Services
061-5050-040-420 Utilities
061-5050-040-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	424	-	-	-	-	-
-	208	-	-	-	-	-
-	340	-	-	-	-	-
312	581	459	800	1,048	1,531	1,000
8,316	5,811	5,962	6,000	3,893	5,529	6,000
3,930	3,278	3,500	4,000	2,044	3,963	4,500
41	42	-	50	74	111	100
12,599	10,684	9,920	10,850	7,059	11,134	11,600
384	350	165	-	-	-	-
-	-	548	-	810	1,575	1,500
215	198	278	-	319	625	600
-	90	95	200	132	198	350
792	792	198	500	-	-	-
1,503	1,359	1,318	1,700	574	1,517	1,700
41	42	17	50	74	111	100
2,935	2,830	2,619	2,450	1,908	4,026	4,250

LA VIDA PARK, ANNEX 4

061-5050-041-010 Salaries, Regular
061-5050-041-020 Salaries, Part-time
061-5050-041-090 Benefits
061-5050-041-120 Building/Grounds Maintenance
061-5050-041-230 Professional/Temp Services
061-5050-041-420 Utilities
061-5050-041-660 Other Expenses

TOTAL

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

WESTWOOD ESTATES 4 - 5, ANNEX 5

061-5050-042-010 Salaries, Regular
061-5050-042-090 Benefits
061-5050-042-120 Building/Grounds Maintenance
061-5050-042-230 Professional/Temp Services
061-5050-042-420 Utilities
061-5050-042-660 Other Expenses

TOTAL

NORTHPOINTE 1, ANNEX 6

061-5050-043-120 Building/Grounds Maintenance
061-5050-043-230 Professional/Temp Services
061-5050-043-420 Utilities
061-5050-043-660 Other Expenses

TOTAL

QUAIL PARK, PHASE 2, ANNEX 7

061-5050-044-120 Building/Grounds Maintenance
061-5050-044-230 Professional/Temp Services
061-5050-044-420 Utilities
061-5050-044-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	73	-	-	-	-	-
-	41	-	-	-	-	-
161	306	1,172	1,800	-	122	1,000
3,981	3,981	4,262	4,400	1,815	4,355	4,500
1,434	1,391	1,783	1,750	1,447	2,043	2,500
41	42	17	50	74	111	100
5,616	5,834	7,234	8,000	3,336	6,631	8,100
-	-	-	-	65	97	100
-	-	-	-	-	-	-
-	751	824	800	195	792	800
-	-	-	-	-	-	-
-	751	824	800	260	889	900
-	-	-	-	-	-	-
-	-	-	-	-	-	-
75	78	86	90	27	84	90
-	-	-	-	-	-	-
75	78	86	90	27	84	90

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

WESTWOOD PARK, UN 3, ANNEX 8

061-5050-045-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-045-230	Professional/Temp Services	-	-	-	-	-	-
061-5050-045-420	Utilities	231	240	265	300	84	252
061-5050-045-660	Other Expenses	41	42	17	50	74	111
TOTAL		272	282	282	350	158	363

MASONIC TEMPLE, ANNEX 9

061-5050-046-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-046-230	Professional/Temp Services	-	-	-	-	-	-
061-5050-046-420	Utilities	45	44	50	100	16	49
061-5050-046-660	Other Expenses	-	-	-	-	-	-
TOTAL		45	44	50	100	16	49

WESTVIEW, ANNEX 10

061-5050-047-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-047-020	Salaries, Part-time	-	-	572	-	684	1,386	1,500
061-5050-047-090	Benefits	-	-	200	-	269	550	500
061-5050-047-120	Building/Grounds Maintenance	13	-	95	-	-	-	-
061-5050-047-230	Professional/Temp Services	276	276	69	300	-	-	-
061-5050-047-420	Utilities	802	717	730	780	284	663	825
061-5050-047-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		1,132	1,035	1,683	1,130	1,311	2,710	2,925

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

NEW HORIZONS, PHASE 1, ANNEX 11

061-5050-048-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-048-230	Professional/Temp Services	-	79	-	-	-	-
061-5050-048-420	Utilities	742	700	842	800	267	736
061-5050-048-660	Other Expenses	-	-	-	-	-	-
TOTAL		742	779	842	800	267	736

SUNRISE ESTATES, PHASE 6, ANNEX 12

061-5050-049-010	Salaries, Regular	-	24	-	-	-	-
061-5050-049-090	Benefits	-	14	-	-	-	-
061-5050-049-420	Utilities	261	274	300	350	95	285
061-5050-049-660	Other Expenses	41	42	-	50	-	-
TOTAL		301	353	300	400	95	285

NORTHPOINTE II, ANNEX 15

061-5050-052-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-052-230	Professional/Temp Services	-	-	-	-	-	-
061-5050-052-420	Utilities	225	236	259	300	82	247
061-5050-052-660	Other Expenses	-	-	-	-	-	-
TOTAL		225	236	259	300	82	247

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

WISCONSIN MANOR I, ANNEX 14

061-5050-053-120	Building/Grounds Maintenance	-	-	95	-	-	-	-
061-5050-053-230	Professional/Temp Services	636	636	159	700	-	-	-
061-5050-053-420	Utilities	697	601	636	750	256	634	750
061-5050-053-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		1,374	1,279	908	1,500	330	745	850

NEW HORIZONS, PHASE 2, ANNEX 16

061-5050-054-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-054-230	Professional/Temp Services	-	-	55	-	-	-
061-5050-054-420	Utilities	610	633	640	700	220	659
061-5050-054-660	Other Expenses	-	-	-	-	-	-
TOTAL		610	633	695	700	220	659

WESTWOOD VILLAGE MOBILE HOME PARK, ANNEX 18

061-5050-056-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-056-230	Professional/Temp Services	-	-	-	-	-	-
061-5050-056-420	Utilities	224	221	252	300	82	246
061-5050-056-660	Other Expenses	-	-	-	-	-	-
TOTAL		224	221	252	300	82	246

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

CASTLE WOODS, PHASE 1, ANNEX 19

061-5050-057-120	Building/Grounds Maintenance
061-5050-057-420	Utilities
061-5050-057-660	Other Expenses

TOTAL	380	396	436	450	138	416	450
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DISTRICT 2, NORTH CREEK SUBDIVISION

061-5050-058-010	Salaries, Regular	-	97	-	-	-	-	-
061-5050-058-090	Benefits	-	54	-	-	-	-	-
061-5050-058-120	Building/Grounds Maintenance	154	499	323	500	-	105	500
061-5050-058-230	Professional/Temp Services	3,792	4,874	5,676	5,600	1,605	4,572	5,600
061-5050-058-420	Utilities	1,815	1,650	2,345	2,000	1,279	3,020	3,000
061-5050-058-660	Other Expenses	41	42	17	50	74	111	100

TOTAL	5,801	7,217	8,361	8,150	2,958	7,808	9,200
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DISTRICT 3, NEW EXPRESSIONS, PHASE 1

061-5050-059-030	Salaries, Overtime	75	-	-	-	-	-	-
061-5050-059-090	Benefits	34	-	-	-	-	-	-
061-5050-059-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-059-420	Utilities	372	391	429	450	135	408	500
061-5050-059-660	Other Expenses	-	-	-	-	74	111	100

TOTAL	482	391	429	450	210	519	600
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CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 4, RIVER SPRINGS, PHASE 1

061-5050-060-010 Salaries, Regular
061-5050-060-020 Salaries, Part-time
061-5050-060-090 Benefits
061-5050-060-120 Building/Grounds Maintenance
061-5050-060-230 Professional/Temp Services
061-5050-060-420 Utilities
061-5050-060-660 Other Expenses

TOTAL

DISTRICT 5, CASTLE WOODS, PHASE 2

061-5050-061-120 Building/Grounds Maintenance
061-5050-061-230 Professional/Temp Services
061-5050-061-420 Utilities
061-5050-061-660 Other Expenses

TOTAL

DISTRICT 6, CREEKVIEW SUBDIVISION

061-5050-062-010 Salaries, Regular
061-5050-062-090 Benefits
061-5050-062-120 Building/Grounds Maintenance
061-5050-062-230 Professional/Temp Services
061-5050-062-420 Utilities
061-5050-062-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
64	49	-	-	-	-	-
-	-	520	-	726	1,449	1,500
35	27	185	-	285	575	600
535	115	127	300	173	260	300
438	438	109	500	-	-	-
1,495	1,623	1,628	1,750	718	1,664	1,750
41	42	17	50	74	111	100
2,606	2,293	2,585	2,600	1,977	4,059	4,250
100	-	118	-	-	-	-
1,096	840	876	1,200	709	744	1,200
1,045	1,066	1,189	1,200	473	1,179	1,200
41	42	17	50	74	111	1,000
2,282	1,948	2,200	2,450	1,256	2,034	3,400
-	97	-	-	-	-	-
-	54	-	-	-	-	-
107	387	492	500	-	105	500
3,350	5,192	5,581	6,200	1,414	2,860	5,750
2,225	2,136	1,914	2,200	1,084	1,922	2,000
41	42	17	50	74	111	100
5,722	7,908	8,004	8,950	2,572	4,998	8,350

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 7, FORD ESTATES, PHASE 1

061-5050-063-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-063-020	Salaries, Part-time	-	-	466	-	568	1,212	1,500
061-5050-063-090	Benefits	-	-	165	-	225	485	600
061-5050-063-120	Building/Grounds Maintenance	-	-	95	100	-	-	100
061-5050-063-230	Professional/Temp Services	285	285	71	300	-	-	-
061-5050-063-420	Utilities	640	766	762	800	282	639	800
061-5050-063-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		966	1,093	1,577	1,250	1,149	2,447	3,100

DISTRICT 8, RIVER BREEZE SUBDIVISION

061-5050-064-010	Salaries, Regular	-	49	-	-	-	-	-
061-5050-064-090	Benefits	-	27	-	-	-	-	-
061-5050-064-120	Building/Grounds Maintenance	-	87	-	-	-	-	-
061-5050-064-230	Professional/Temp Services	6,711	208	1,794	3,000	544	1,307	2,700
061-5050-064-420	Utilities	780	820	823	900	446	1,188	1,200
061-5050-064-660	Other Expenses	-	-	17	50	74	111	100
TOTAL		7,490	1,191	2,634	3,950	1,065	2,606	4,000

DISTRICT 9, ORCHARD RIDGE, PHASE 3

061-5050-065-120	Building/Grounds Maintenance	24	79	-	100	-	-	-
061-5050-065-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-065-420	Utilities	372	391	429	500	135	407	550
061-5050-065-660	Other Expenses	-	-	-	50	-	-	-
TOTAL		396	470	429	650	135	407	550

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 10, ORCHARD RIDGE, PHASE 4

061-5050-066-120	Building/Grounds Maintenance	-	26	-	-	-	-
061-5050-066-230	Professional/Temp Services	-	-	-	-	-	-
061-5050-066-420	Utilities	149	156	172	250	54	163
061-5050-066-660	Other Expenses	41	42	17	50	74	111
TOTAL		190	224	189	300	128	274

DISTRICT 11, ORCHARD RIDGE, PHASE 5

061-5050-067-120	Building/Grounds Maintenance	-	52	-	-	-	-	-
061-5050-067-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-067-420	Utilities	522	547	601	650	190	569	600
061-5050-067-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		522	600	601	650	190	569	600

DISTRICT 12, WESTWOOD ESTATES, PHASE 2

061-5050-068-010	Salaries, Regular	-	73	-	-	-	-	-
061-5050-068-090	Benefits	-	41	-	-	-	-	-
061-5050-068-120	Building/Grounds Maintenance	161	306	1,172	1,000	240	482	1,000
061-5050-068-230	Professional/Temp Services	3,062	3,062	3,020	5,529	1,815	4,355	4,600
061-5050-068-420	Utilities	2,741	3,049	2,387	3,000	913	1,764	3,000
061-5050-068-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		6,005	6,573	6,596	9,579	3,041	6,712	8,700

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 13, RIVER RANCH, PHASE 3

061-5050-069-120 Building/Grounds Maintenance
061-5050-069-230 Professional/Temp Services
061-5050-069-420 Utilities
061-5050-069-660 Other Expenses

TOTAL

DISTRICT 14, RIVER SPRINGS, PHASE 2

061-5050-070-120 Building/Grounds Maintenance
061-5050-070-230 Professional/Temp Services
061-5050-070-420 Utilities
061-5050-070-660 Other Expenses

TOTAL

DISTRICT 15, MEADOWOOD, PHASE 1

061-5050-071-120 Building/Grounds Maintenance
061-5050-071-230 Professional/Temp Services
061-5050-071-420 Utilities
061-5050-071-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	-
-	-	327	-	436	1,307	1,350
306	318	351	400	111	335	400
-	-	-	-	-	-	-
306	318	677	400	547	1,642	1,750
42	89	-	-	-	-	-
-	-	-	-	-	-	-
410	430	472	500	149	450	500
-	-	-	-	-	-	-
452	519	472	500	149	450	500
-	26	-	-	-	-	-
-	219	219	300	877	-	300
3,174	3,120	4,951	4,500	2,219	5,608	5,800
41	42	17	50	74	111	100
3,215	3,407	5,187	4,850	3,170	5,719	6,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 16, NEW EXPRESSIONS, PHASE 2

061-5050-072-120 Building/Grounds Maintenance -
061-5050-072-230 Professional/Temp Services 856
061-5050-072-420 Utilities 1,726
061-5050-072-660 Other Expenses -

TOTAL

DISTRICT 17, ORCHARD RIDGE, PHASE 6

061-5050-073-120 Building/Grounds Maintenance -
061-5050-073-230 Professional/Temp Services -
061-5050-073-420 Utilities 261
061-5050-073-660 Other Expenses 41

TOTAL

DISTRICT 18, OHIO NORTH SUBDIVISION

061-5050-074-120 Building/Grounds Maintenance -
061-5050-074-230 Professional/Temp Services -
061-5050-074-420 Utilities 75
061-5050-074-660 Other Expenses 41

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	-
856	856	2,174	2,613	1,089	2,613	2,613
1,726	1,973	2,051	2,000	757	1,791	2,000
-	-	-	-	-	-	-
2,582	2,829	4,225	4,613	1,846	4,404	4,613
-	-	-	-	-	-	-
-	-	-	-	-	-	-
261	274	300	400	95	285	300
41	42	-	50	-	-	-
301	315	300	450	95	285	300
-	-	-	-	-	-	-
-	-	-	-	-	-	-
75	78	86	100	27	82	100
41	42	17	50	-	-	-
115	120	103	150	27	82	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 19, WILLIAMS RANCH, PHASE 1

061-5050-075-010	Salaries, Regular	-	179	-	-	-	-	-
061-5050-075-020	Salaries, Part-time	-	78	-	-	-	-	-
061-5050-075-090	Benefits	-	139	-	-	-	-	-
061-5050-075-120	Building/Grounds Maintenance	24	209	-	-	-	-	-
061-5050-075-230	Professional/Temp Services	1,560	1,430	1,560	1,800	650	1,560	1,560
061-5050-075-420	Utilities	2,271	2,335	2,461	3,000	1,060	2,667	2,700
061-5050-075-660	Other Expenses	41	42	17	50	-	-	-
TOTAL		3,895	4,412	4,039	4,850	1,710	4,227	4,260

DISTRICT 20, WEST VIEW PLACE SUBDIVISION

061-5050-076-120	Building/Grounds Maintenance	-	-	131	-	-	-	-
061-5050-076-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-076-420	Utilities	151	157	173	200	73	184	200
061-5050-076-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		191	199	321	250	148	295	300

DISTRICT 21, ORCHARD RIDGE, PHASE 7

061-5050-077-010	Salaries, Regular	-	65	-	-	-	-	-
061-5050-077-020	Salaries, Part-time	-	26	-	-	-	-	-
061-5050-077-090	Benefits	-	50	-	-	-	-	-
061-5050-077-230	Professional/Temp Services	598	685	611	800	50	598	600
061-5050-077-420	Utilities	224	235	257	400	81	245	300
061-5050-077-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		862	1,103	885	1,250	205	954	1,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 22, MEADOWOOD, PHASE 2

061-5050-078-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-078-230	Professional/Temp Services	-	-	-	-	-	-
061-5050-078-420	Utilities	728	756	833	800	264	790
061-5050-078-660	Other Expenses	-	-	-	-	-	-
TOTAL		728	756	833	800	264	790

DISTRICT 23, RIVER VIEW, PHASE 3

061-5050-079-120	Building/Grounds Maintenance	-	-	-	-	-	-
061-5050-079-420	Utilities	410	430	472	500	149	452
061-5050-079-660	Other Expenses	-	-	17	-	74	111
TOTAL		410	430	489	500	223	563

DISTRICT 24, ORCHARD RIDGE, PHASE 8

061-5050-080-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-080-230	Professional/Temp Services	598	635	511	700	50	598	700
061-5050-080-420	Utilities	2,469	2,241	2,984	3,000	1,381	2,650	3,000
061-5050-080-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		3,107	2,918	3,512	3,750	1,505	3,359	3,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 25, CASAS BUENA VISTA

061-5050-081-010 Salaries, Regular
061-5050-081-090 Benefits
061-5050-081-120 Building/Grounds Maintenance
061-5050-081-230 Professional/Temp Services
061-5050-081-420 Utilities
061-5050-081-660 Other Expenses

TOTAL

DISTRICT 26, ORCHARD RIDGE, PHASE 9

061-5050-082-120 Building/Grounds Maintenance
061-5050-082-230 Professional/Temp Services
061-5050-082-420 Utilities
061-5050-082-660 Other Expenses

TOTAL

DISTRICT 27, NEW EXPRESSIONS, PHASE 3

061-5050-083-120 Building/Grounds Maintenance
061-5050-083-420 Utilities
061-5050-083-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
619	374	392	-	-	-	-
338	211	236	-	-	-	-
2,324	5,875	569	3,500	5,096	5,101	5,600
8,726	8,308	9,904	10,452	4,688	8,338	10,452
3,453	4,334	4,425	5,000	2,576	4,520	5,000
190	-	-	-	74	111	100
15,650	19,103	15,526	18,952	12,434	18,070	21,152
-	-	-	-	-	-	-
-	286	-	-	-	-	-
372	391	429	800	135	407	500
-	-	17	-	74	111	100
372	677	446	800	210	518	600
-	-	-	-	-	-	-
410	430	472	500	149	448	500
-	-	-	-	-	-	-
410	430	472	500	149	448	500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 28, MEADOWOOD, PHASE 3

061-5050-084-420	Utilities	984	1,025	1,125	1,200	356	1,068	1,200
061-5050-084-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		1,025	1,067	1,142	1,250	430	1,179	1,300

DISTRICT 29, RIVER SPRINGS, PHASE 3

061-5050-085-120	Building/Grounds Maintenance	42	63	-	-	-	-	-
061-5050-085-420	Utilities	335	352	386	400	522	766	800
061-5050-085-660	Other Expenses	41	42	-	50	-	-	-
TOTAL		418	457	386	450	522	766	800

DISTRICT 30, SIERRA MEADOWS, PHASE 1

061-5050-086-010	Salaries, Regular	-	49	-	-	-	-	-
061-5050-086-030	Salaries, Overtime		-	77	-	-	-	-
061-5050-086-090	Benefits	-	27	40	-	-	-	-
061-5050-086-120	Building/Grounds Maintenance	-	143	146	350	41	67	200
061-5050-086-230	Professional/Temp Services	3,932	3,932	5,066	4,000	1,170	4,320	4,320
061-5050-086-420	Utilities	5,812	7,069	5,558	7,000	1,945	4,750	5,500
061-5050-086-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		9,784	11,262	10,904	11,400	3,230	9,248	10,120

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 31, WILLIAMS RANCH, PHASE 2 & 3

061-5050-087-120 Building/Grounds Maintenance
061-5050-087-230 Professional/Temp Services
061-5050-087-420 Utilities
061-5050-087-660 Other Expenses

TOTAL

DISTRICT 32, SUNRISE VILLA, PHASE 1

061-5050-088-120 Building/Grounds Maintenance
061-5050-088-230 Professional/Temp Services
061-5050-088-420 Utilities
061-5050-088-660 Other Expenses

TOTAL

DISTRICT 33, NEW EXPRESSIONS, PHASE 4

061-5050-089-120 Building/Grounds Maintenance
061-5050-089-420 Utilities
061-5050-089-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
51	-	-	100	-	-	-
2,600	2,546	2,568	3,000	1,196	2,600	2,600
1,837	1,715	1,803	2,500	782	1,850	2,500
41	42	17	50	74	111	100
4,528	4,303	4,389	5,650	2,053	4,561	5,200
-	-	59	-	-	-	-
-	-	-	-	-	-	-
484	508	558	650	176	529	450
41	42	17	50	-	-	-
525	550	634	700	176	529	450
-	-	-	-	-	-	-
488	510	560	625	177	530	625
-	-	-	-	-	-	-
488	510	560	625	177	530	625

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 34, MEADOW BREEZE, PHASE 1

061-5050-090-010	Salaries, Regular	-	131	-	-	-	-	-
061-5050-090-020	Salaries, Part-time	-	78	-	-	-	-	-
061-5050-090-090	Benefits	-	112	-	-	-	-	-
061-5050-090-120	Building/Grounds Maintenance	1,263	1,179	1,343	140	110	1,316	1,316
061-5050-090-420	Utilities	962	875	976	1,100	337	1,000	1,100
061-5050-090-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		2,265	2,416	2,336	1,290	521	2,427	2,516

DISTRICT 35, MEADOW BREEZE, PHASE 2

061-5050-091-120	Building/Grounds Maintenance	1,263	1,179	1,282	1,500	124	1,316	1,500
061-5050-091-420	Utilities	335	352	386	500	122	366	500
061-5050-091-660	Other Expenses	41	-	17	50	-	-	-
TOTAL		1,638	1,531	1,685	2,050	245	1,682	2,000

DISTRICT 37, RIVERVIEW ESTATES, PHASE 4

061-5050-093-010	Salaries, Regular	64	-	-	-	-	-	-
061-5050-093-090	Benefits	38	-	-	-	-	-	-
061-5050-093-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-093-420	Utilities	186	196	215	200	68	204	220
061-5050-093-660	Other Expenses	41	42	17	50	74	111	100
TOTAL		329	237	232	250	142	315	320

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

DISTRICT 38, RANCH VICTORIA PHASE 1

061-5050-094-120 Building/Grounds Maintenance
061-5050-094-230 Professional/Temp Services
061-5050-094-420 Utilities
061-5050-094-660 Other Expenses

TOTAL

DISTRICT 39, WILLIAMS RANCH PHASE 4

061-5050-095-120 Building/Grounds Maintenance
061-5050-095-230 Professional/Temp Services
061-5050-095-420 Utilities
061-5050-095-660 Other Expenses

TOTAL

DISTRICT 40, AMALENE ESTATES

061-5050-096-010 Salaries, Regular
061-5050-096-090 Benefits
061-5050-096-120 Building/Grounds Maintenance
061-5050-096-230 Professional/Temp Services
061-5050-096-420 Utilities
061-5050-096-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Y-T-D DEC 21	PROJECTED FYE	22/23 BUDGET
-	-	-	-	-	-	-
-	-	-	-	-	-	-
659	698	692	800	282	782	800
41	42	17	50	74	111	100
700	739	709	850	356	893	900
-	-	-	-	-	-	-
-	-	-	-	-	-	-
633	665	729	800	230	693	800
41	42	17	50	74	111	100
674	707	746	850	304	804	900
448	301	174	-	-	-	-
246	170	105	-	-	-	-
-	99	-	-	-	-	-
1,134	1,134	2,243	1,134	1,089	2,613	2,613
2,199	2,163	2,330	2,700	913	2,231	2,500
41	42	17	50	74	111	100
4,068	3,909	4,869	3,884	2,076	4,955	5,213

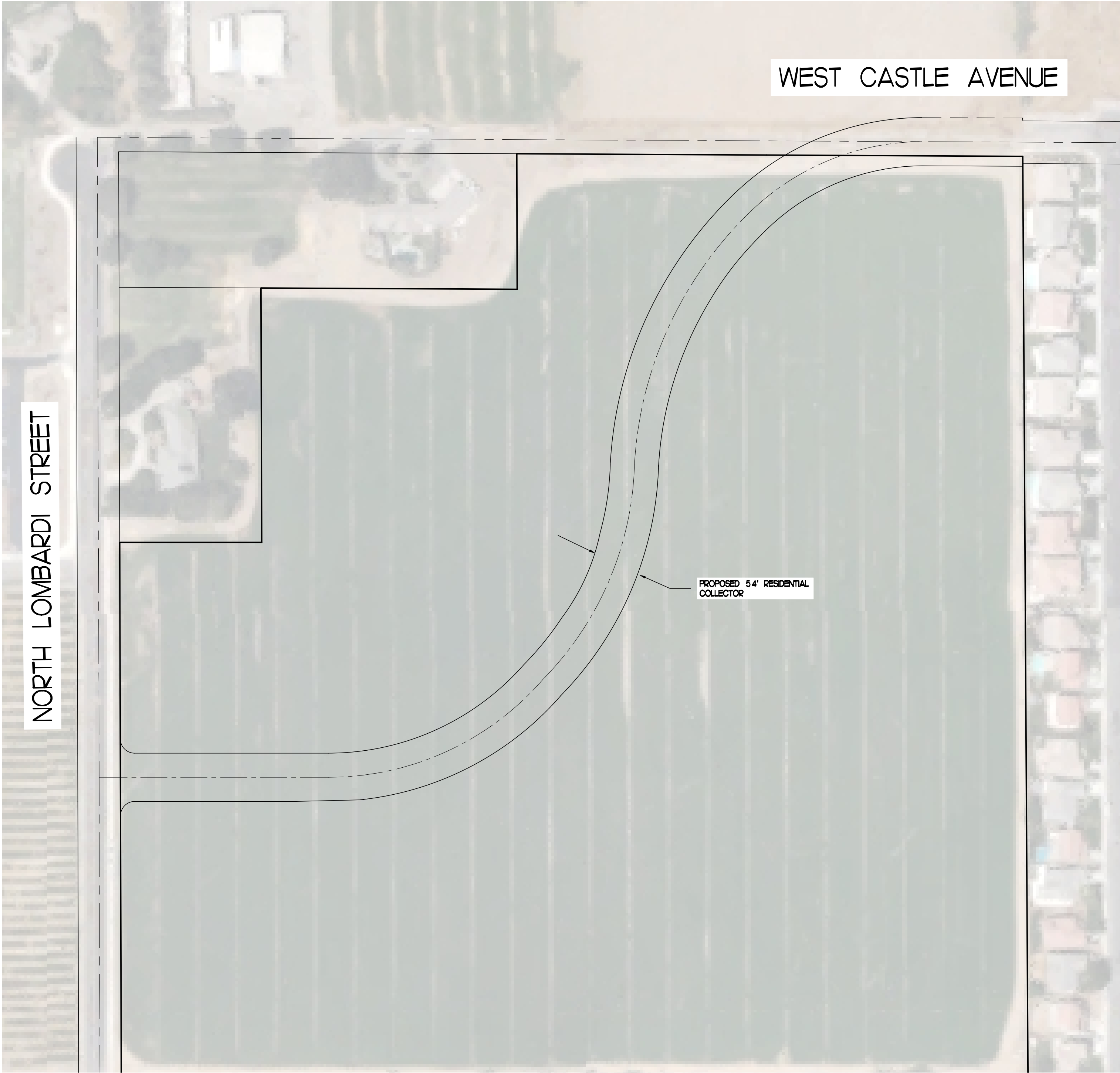
TOTAL LANDSCAPE MAINTENANCE DISTRICTS

158,751 167,154 171,663 192,995 87,855 185,068 222,738

**CITY OF PORTERVILLE
ANNUAL BUDGET
2022-2023**

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Police	Patrol units (13)	\$ 850,000
Fire	SUV	\$ 50,000
	Pickup truck	\$ 60,000
	Fire engine	\$ 500,000
	Ladder truck	\$ 957,000
Finance - IT	Misc computer equipment	\$ 40,000
	Microsoft Office 365 G1 (mail/calendar)	\$ 92,000
	Microsoft Office 2021 Suite	\$ 80,000
Parks Maint	Flail mower	\$ 10,000
	Rake-O-Vac	\$ 45,000
Public Works - Streets	Belly dump	\$ 80,000
	Pickup	\$ 60,000
Total General Fund Equipment Replacement		\$ 2,824,000
Golf Course	Greenmaster	\$ 65,000
	Toro ReelMaster	\$ 80,000
Total Golf Course Equipment Replacement		\$ 145,000
Public Works - Ind. Pre-Treatment	Pickup	\$ 60,000
	Lab testing equipment	\$ 30,000
Total Sewer Equipment Replacement		\$ 90,000
Public Works - Equipment Maint.	Freon recycler	\$ 8,000
	Hydraulic lift	\$ 280,000
Total Equipment Maintenance Equipment Replacement		\$ 288,000
Public Works - Water Quality	Pickup with crane	\$ 85,000
	Misc computer equipment	\$ 5,000
Total Water Equipment Replacement		\$ 90,000
Public Works - Solid Waste	Automated Containers	\$ 250,000
	Commercial Bins and Rolloff Containers	\$ 170,000
	Pickup	\$ 60,000
	Frontloader (2)	\$ 700,000
	Sideloaders (3)	\$ 1,050,000
Total Solid Waste Equipment Replacement		\$ 2,230,000
TOTAL 2022/23 EQUIPMENT REPLACEMENT		\$ 5,667,000

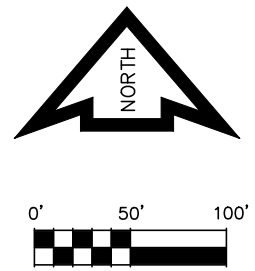


PRELIMINARY LAYOUT

*OF PARCEL 3 OF P.M. 2754, PARCELS 1, 2, A PORTION OF 3, 4, 5
AND A PORTION OF THE REMAINDER PARCEL OF P.M. 2948*

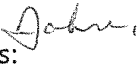
OWNER: BEN ENNIS

PREPARED BY: CENTRAL VALLEY DRAFTING



March 11, 2022

Mr. John Lollis
City of Porterville
291 N. Main Street
Porterville, CA 93257

Dear Mr. Lollis: 

This letter is a follow up to our recent conversation regarding the restoration of the Marching Through Time Band Mural in Centennial Park. As you are aware, the Porterville Mural Committee ("the Committee"), under the umbrella of the Porterville Art Association, spearheaded the campaign for the development of the mural that depicts the history and importance of bands and music in our community.

Many years of planning and fund raising went into the project. The idea of having the mural as a freestanding work of art in Centennial Park added to the cost and time of construction of the project. Finally, the mural was dedicated on April 21, 2012 and has become a focal point and landmark for Main Street and Downtown. At the time of the painting of the mural, the Committee was given what was believed to be the best professional advice on the coatings to put on the mural for its protection and long term sustainability. However, over the past several years, we have witnessed the fading of the colors and flaking and deterioration of the paint. The artist of the mural, Glen Hill, started researching the problem and companies that might be able to help us find a solution. In late Fall 2021, Glen was contacted by Scott Haskins of Fine Art Conservation Laboratories in Santa Barbara and had a detailed conversation with him about the mural. Mr. Haskins has extensive experience working on murals and other artwork and currently is under contract with the City of Los Angeles for mural restoration. In order to proceed with a definite plan and estimated cost of the work, the Committee decided to hire Mr. Haskins to come to Porterville to personally inspect the mural and see firsthand what was causing the problems and what solutions might be available. In December, Mr. Haskins visited the site and met with Mr. Hill, Committee member Dick Hatfield, and me. Attached to this letter is Mr. Haskin's "Report on Condition and Proposal for Art Conservation Mural Preservation Services" presented to the Committee.

At the completion of the mural, it was given to the City as it is located on City property. The Committee did enter into a Maintenance Agreement with the City, but this was always intended for regular upkeep of the mural, and no one ever expected that there would be such significant damage that would necessitate a major restoration. Because of this unexpected situation, the Porterville Mural Committee is respectfully requesting consideration of the City to assist with the renovation of this important piece of artwork in the community.

The Committee would be most happy to meet with you to discuss the matter further, and Mr. Haskins has also offered to be available by conference call or Zoom to answer any questions.

Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Denise Marchant". The signature is written in dark ink and is positioned above the printed name.

Denise Marchant

Chairman, Porterville Mural Committee

(559) 310-5488

Attachment



Fine Art Conservation Laboratories
P.O. Box 23557
Santa Barbara, CA, 93121, USA
805 564 3438 office
FACLOfficeManager@gmail.com
www.FineArtConservationLab.com

Report on Condition and Proposal For Art Conservation Mural Preservation Services **Porterville Main St., Park Mural** Porterville, CA

Ms. Denise Marchant arranged for my on-site visit on Dec. 8th, 2021. During my visit, I had ample time to inspect, with the artist and Ms. Marchant, the 100' mural in Main St. Park, Porterville, CA, painted by Glen Hill, in oil on Diebond panels, done about 2010, dimensions approximately 10' x 100.'

This Report and Proposal documents (summarizes) the findings of the questions 1-5

1. Condition of the mural
2. Proposing mural conservation treatments to stop deterioration
3. Proposing restoration options
4. Proposing protective measures to ensure greater longevity than has existed with past protective measures (varnish layers)
5. Provide a budget related to the work outlined in the report.

Report

1. Condition of the mural: The Damage To The Mural and Reasons For The Causes Of Damage

In general, the mural is badly damaged on 100% of the mural's surface. An exact description of the condition in detail would be outside the scope and budget of this proposal (though it is possible). So, my condition assessment and proposal will be in general terms.

After the mural was painted in oil colors about 12 years ago, a local sign company suggested a weather proofing urethane type coating would ensure longer life. The result has been, however, that this layer has peeled away in most all areas and stripped finish layers of oil paint from off the mural. As the exposed layers of paint were subjected to humidity and heat a little at a time, this has resulted in an uneven, blotchy, faded/hazy appearance. Wrinkled or lifting faded paint layers are plentiful over the entire mural as are fine networks of stress-forced-drying cracks in the paint. 3 or 4 "appliques" (details of the mural painted on another material and glued to the mural's surface) are all flaking badly.

The mural on the flip side of the wall, which was painted about the same time, is in near perfect condition. It did not have the urethane-type varnish applied and it does not get the direct sun. Its

pretty clear to me that the urethane-type varnish can be blamed for damaging the mural extensively as it peeled off. That left the mural's paint layers susceptible to hydrolysis (chemical change of paint due to humidity/water and heat) which changes the nature and colors of the oil paints. That left the mural damaged and exposed to direct sunlight and the elements, not a good recipe for long life.

The die bond panels, which themselves appear to be in good condition, are attached to the sub-structure with screws. Many of these points of attachment are loose. The silicon putty, that was painted out, has become visible as the paint has flaked off these areas or the silicone utilized to cover the screws has peeled off completely in many spots.

An attempt, about 10 years ago, to stabilize the flaking coating was done with Paraloid B72. This was applied unevenly and overtime has flaked off with the first layer and has been ineffectual. While I am aware of the use of, and have used, Paraloid B72 in the professional art conservation field for the last 60 years, it was not applied correctly nor in a situation where it could be effective and a protection layer. When it was applied to the damaged paint layers, it became part of the paint layers (so removal of what is left behind still on the mural, is not possible).

Several areas of printed letters or images are attached to the mural. They are peeling and faded. All of these areas will be handled by the artist in the city.

Proposed Treatment

2. Proposing mural conservation treatments to stop deterioration

Stopping deterioration is not part of the process to make the mural look better. It is the essential step to stabilize the condition of the paint layers so they will not fall apart. "Consolidation" is the term utilized to absorb highly absorbing conservation grade adhesives/resins into the paint layer structure to restore cohesion between the detaching paint layers. Then, once absorbed into the paint structure, the adhesive can be "activated" with local applications of heat and pressure to reattach lifting paint. The adhesives/resin used for this purpose will not yellow nor fall apart.

The badly flaking appliques will addressed by the artist who will remove them and repaint the images. With the final coating, this should prove to be a stable resolution to the problems in these areas.

3. Proposing restoration options – Once the mural's paint layers have been stabilized, then the artist will repaint the mural as per his proposal with the City. In the Proposal, there is no fee for consulting with the artist or the City on these matters.
4. Proposing protective measures to ensure greater longevity than has existed with past protective measures (varnish layers) – Once the artist has completed the pictorial restoration of the mural, then the entire mural will be coated with a protective coating vetted and approved by the Department of Cultural Affairs of Los Angeles (DCA) and CalTrans for outdoor public art murals. I have been part of this vetting process and work with them to apply these coatings to their City's public art assets. This is an aliphatic urethane 2 part counterpart to the once recommended but now illegal GCP-1000a and superior to the sporadically used Mural Shield product. The recommended company is also far superior in its customer service.

<https://rainguardpro.com/product/vandlguard-isofree-aliphatic-urethane-2k/> provided by RainGuard. I recommend that we apply 3 coats of this material. There will be no toxicity issues and this product complies with State VOC laws. This will provide excellent protection for decades. While some feel that the urethane products are not removable/reversible, I have found them to be safely removable.

5. Provide a budget related to the work outlined in the report- For our part of the project, it will require working in two phases at two separate times:
 - a. stabilize condition of the mural which will take 2 people from our lab 1 week
 - b. apply the protective final layers (varnish) which will take 1 person 3 days

Total budget \$ 38,227.00

This budget includes all equipment required, all labor, all materials and supplies, travel time and expenses, liability insurance, final reporting of materials used.

This proposal and budget DO NOT INCLUDE:

1. The production of media as a result of the project,
2. Educational/proposal in-person presentations
3. Performance bonds, etc (see next item)
4. Art restoration is not a construction trade. It is considered a professional service and therefore the State of CA does not issue a contractor's license.
5. We will try and not harm the plants in front of the mural but we require an indemnity for damage to plants.
6. Repair of the attachment of the Diebond panels to the substructure. If you want us to do this job then we are able but it may be the type of job that normally requires a contractor's license. We would require a letter of release from this requirement and indemnification.
7. Any work on the mural on the "back side" of the wall.
8. Any work/repair on the bird abatement measures along the top of the wall.
9. If we are detained from working when we are on-site for any reason (including inclement weather... we will not work in rain or high winds (over 25 mph) and our time on site is extended, we will bill, and the City of Porterville agrees to pay, an additional \$3,500.00 per day.

Scott M. Haskins, Head of Conservation
Pres. FACL, Inc. (aka Fine Art Conservation Laboratories)
faclartdoc@gmail.com (805) 570 4140 mobile

Approved,

Denise Marchant, Chairperson of the Mural Committee
denylou@55@hotmail.com (559) 310 5488 mobile



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: City Draft Pension Funding Policy and Pension Obligation Bond Validation Suit

SOURCE: City Manager's Office

COMMENT: Beginning in November 2021 as part of its monthly meetings, the City's Internal Audit Committee has been working with its municipal advisors (Wulff, Hansen & Co.) in reviewing and analyzing the City's pension funding status to address long-term funding sustainability and options to address unfunded accrued liabilities (UAL). Similar to most public agencies in California, the City is a participant in the California Public Employees' Retirement System (CalPERS) Pooled Retirement System. Given a variety of factors, including retroactive benefits granted to employees beginning in 2000 and subsequent CalPERS investment losses over time, the City currently has an UAL to CalPERS of approximately \$43 million. In addition to its paying of normal costs as a percentage of payroll, the City makes annual payments toward its UAL over a 24-year amortization period. For the current 2021-2022 Fiscal Year, the City's UAL payment has been approximately \$4.54 million, and is scheduled to increase to \$4.95 million in the upcoming 2022-2023 Fiscal Year.

To address its UAL, agencies have been adopting policies and considering a variety of financing options. The Committee spent its initial time in developing a Pension Funding Policy that is presented to the City Council for consideration and review. The draft Policy requires the City to make its actuarially determined contributions each year, and sets a target of one hundred percent (100%) funding and committing to maintain pension funding levels of at least seventy percent (70%), which is the City's current approximate funding status.

In support of the funding status, the draft Policy encourages the making of additional discretionary payments toward reducing the UAL. The draft Policy also stipulates for the establishment of both a "Pension Rate Stabilization" Reserve Fund and a Section 115 Trust that can be used to make additional discretionary payments. The draft Policy also provides for the issuance of pension obligation bonds under certain parameters. It is the recommendation of the Internal Audit Committee that the Council consider and approve a Pension Funding Policy, subject to any modifications deemed appropriate.

Given current historically low bond rates, a number of agencies have issued pension obligation bonds to provide fixed financing of its current UAL, which can be volatile given CalPERS investment performance. As an example, the CalPERS discount rate has been decreased from 7.50% to 6.80% over the past five years, indicative of projected long-term performance. The California

Constitution involving public agency indebtedness and debt limits involving pension obligation bonds requires a judicial validation action to establish the validity of the obligation. The validation action generally requires up to sixty (60) days upon filing for a determination, with overall pension bond financing requiring up to five months for completion. The draft Pension Funding Policy recommended by the Internal Audit Committee requires an interest rate savings of no less than two percent (2%) from the CalPERS discount rate, which is currently 6.80%. the Internal Audit Committee recommends that the Council authorize the filing of a pension obligation bond validation suit, which after the Court's determination the Council would determine whether to proceed.

RECOMMENDATION: That the City Council:

1. Consider the draft Pension Funding Policy and draft Resolution, and direct any modifications deemed appropriate; and
2. Consider the draft Resolution to authorize the issuance of pension obligation bonds, approving the form of a Trust Agreement and authorizing the commencement of the validation proceedings.

ATTACHMENTS:

1. Draft Pension Funding Policy
2. Draft Resolution - Pension Funding Policy
3. Municipal Code Article VI - Funds of the City
4. Draft Resolution - Pension Obligation Bonds
5. Draft Trust Agreement
6. Draft Bond Purchase Agreement
7. Draft Continuing Disclosure Certificate
8. Draft Form of Final Opinion of Bond Counsel
9. Draft Form of Letter of Disclosure Counsel
10. Draft Preliminary Official Statement Cover
11. Draft Rule 15c2-12 Certificate
12. Pension Obligation Bonds Validation Timeline - March 17, 2022
13. GFOA Sustainable Pension Funding Practices - January 22, 2016
14. Refinancing CalPERS Pension Obligation Bonds Presentation - June 7, 2021
15. CalPERS Unfunded Accrued Liabilities Presentation - November 3, 2021

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

PORTERVILLE PENSION FUNDING POLICY

This policy is intended to provide guidance and strategies to current and future City Councils for addressing the City's retirement liabilities. This policy includes policy directives and financing mechanisms. As used in this Policy, "City" shall mean the City of Porterville and/or its related entities, as the context may require.

Purpose

The City's Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants. The policy also:

- Provides guidance in making annual budget decisions;
- Demonstrates prudent financial management practices;
- Create sustainable and affordable budgets for pensions;
- Reassures bond rating agencies; and
- Shows employees and the public how pensions will be funded.

Background

The City has a history of being fiscally conservative and maintaining fiscally responsible management practices. The City recognizes the unfunded CalPERS liabilities can continue to cause financial stress in the City and redirect precious resources away from programs and services necessary for the City's operations and service to the public. As such, the City seeks to address its unfunded CalPERS liabilities in the most cost-efficient manner possible.

CalPERS Normal Costs represent the cost of pension benefits earned by current employees in the current fiscal year. Normal Costs are paid as a percentage of the City's payroll. Unfunded Accrued Liability ("UAL") represents unfunded benefits earned for employees' prior years' service, and amounts due to changes in investment performance, employee/retiree events, benefit levels, and actuarial assumptions. UAL payments are fixed dollar amounts adjusted annually by CalPERS.

Every June 30th, CalPERS completes a new actuarial valuation report and calculates the City of Porterville's pension liability as of the new valuation date. If the value of the funded assets is not equivalent to this new liability amount, the City will incur a new unfunded accrued liability. The unfunded accrued liability may increase or decrease from year to year, due to the following factors:

- Changes in actuarial assumptions and demographics (e.g., changes in the discount rate, changes in employee mix, etc.);

- Changes in actuarial gains and losses due to asset returns being higher or lower than expected;
- Changes in plan benefits;
- Changes in the number of employees participating (Classic/PEPRA), employee pickup of plan contributions, etc.

Due to the possibility of new UAL pension liabilities developing in the future, the City of Porterville has approved this Pension Funding Policy in order to address any new pension liabilities or amortization bases, that may arise on an annual basis. Of note, any new increase or decrease in the liability resulting from the annual actuarial valuation is identified as a separate line item, or amortization base, on the annual CalPERS actuarial valuation report. To address that matter, the City's Pension Funding Policy will incorporate the following programmatic components:

Required Contributions

The City shall make all Actuarially Determined Contributions each year as prescribed by the plan actuaries.

Target Funding Level

The City shall set a *target* for maintaining pension funding levels of 100% and *commit* to maintaining pension funding levels of at least 70% for each of its plans administered by CalPERS.

Additional Discretionary Payment ("ADP")

The City will consider making ADP contributions with one-time General Fund and applicable Enterprise Fund resources, with the objectives of increasing the plan's funded status and decreasing the annual interest paid to CalPERS, by reducing the unfunded actuarially accrued liability. The City should consider plan funding levels when making determinations with respect to Additional Discretionary Payments. If plan funding levels are below the Target Funding Level, the City should consider making an ADP before it considers contributing to a Section 115 Trust or other pension reserve.

Section 115 Trust

The City shall maintain a Section 115 Trust for the purpose of pension rate stabilization. This resource is critical for providing security from possible rapid changes to required contributions. Funds deposited in this Trust can be used for the purpose of making Additional Discretionary Payments or to fund pension related costs and expenses at any time. Any monies deposited in

the Section 115 Trust cannot be reallocated to the General Fund or expended for purposes other than pension related costs and expenses.

Though Section 115 Trusts are powerful tools for managing pension costs, it is important to consider the current plan funding levels before contributing to a Section 115 Trust. If a CalPERS plan is considerably underfunded, the annual earnings on the balance of the funds in the Section 115 Trust may not earn enough interest to offset the interest charged by CalPERS on UALs in a given year.

General Fund Pension Rate Stabilization Reserve

The City shall also maintain a General Fund Pension Rate Stabilization Reserve consistent with the requirements of the City's General Reserve Policy and other applicable policies. This resource is critical for providing additional security from possible rapid changes to required contributions. Funds deposited in this Trust are intended be used for the purpose of making ADPs or to fund pension related costs and expenses at any time. However, monies deposited in the General Fund Pension Rate Stabilization Reserve can be reallocated to the General Fund (unless restricted by other means) or expended for purposes other than pension related costs and expenses at the discretion of the City Council.

Though General Fund Pension Rate Stabilization Reserves are powerful tools for managing pension costs, it is important to consider the current plan funding levels before contributing to a General Fund Pension Rate Stabilization Reserve. If a CalPERS plan is considerably underfunded, the annual earnings on the balance of the funds in the General Fund Pension Rate Stabilization Reserve may not earn enough interest to offset the interest charged by CalPERS on UALs in a given year.

The policy provisions in the General Fund Pension Rate Stabilization Reserve shall not be in conflict with other City financial policies, including the General Reserve Policy.

Pension Obligation Bonds (POBs)

The City may issue POBs to refinance all or a portion of its CalPERS UAL. POBs may be issued in order to reduce annual payment obligations and stabilize UAL payments so that the City can plan for its future liabilities to CalPERS.

To address risks related to the issuance of POBs, the City shall ensure the following:

- POBs shall not be structured to defer payments or to extend the final maturity date;
- POBs shall be structured with call provisions that will maximize the benefit to the City;
- POBs shall not finance CalPERS Normal Costs;
- Bond proceeds shall only be used to fund unfunded pension liabilities and financing charges associated with the issuance of the bonds;

- POBs shall not bear an interest rate that makes such a financing inconsistent with the City's Debt Management Policy;
- Interest rate shall be at least 2.0% less than the current CalPERS discount rate;
- POBS should provide significant demonstrated cash flow savings;
- POBs shall not utilize derivatives, swaps, or other complex financial instruments forbidden by the City's Debt Management Policy;
- POBs shall be approved at a Public Hearing of the City Council.

This section of the pension funding policy was written with considerations of the concerns of the Government Financial Officers Association (GFOA) with respect to Pension Obligation Bonds.

Use of Annual Pension Refinance Savings from POBs

If POBs are issued the City shall use the savings generated from the issuance of Pension Obligation Bonds as follows:

The savings shall be deposited in the City's Section 115 Trust or the General Fund Pension Rate Stabilization Reserve.

Funding of New UAL

The City shall set a target for repaying any newly created UAL in a timely manner, as to not incur unnecessary interest charges. Annually, CalPERS charges all UAL balances at an interest rate equal to its target rate of return for funded plan assets. At the time this policy was approved, that interest rate was 6.8%.

The intended schedule for paying off any newly created UAL shall be 20 years the date that the City receives notice, via an annual Actuarial Valuation Report, that a new UAL has been created. Payment of newly incurred UAL shall be funded from one or more of the below sources of funds:

- Section 115 Trust;
- General Fund Pension Rate Stabilization Reserve;
- Additional allocations made through the City's budget process;
- Proceeds of Pension Obligation Bonds.

Superfunding

In the event that any City plan achieves superfunded status, where funding exceeds 100% of total plan liabilities, excess amounts shall be viewed similarly to reserves; maintained in order to protect against unforeseen economic downturns and other negative events.

Transparency

Funding of pension plans shall be transparent to vested parties including plan participants, annuitants, the City Council, and residents. In order to achieve this transparency, the following information shall be made available in a manner that is consistent with the California Public Records Act:

- Copies of the annual Actuarial Valuation reports for each of the City's plans;
- The City's Audited Financial Statements that include information on the City's annual contributions to the pension systems and their funded status;
- The City's annual Operating Budget that includes the expected contributions to CalPERS;
- Annual fund balances of the Section 115 Trust and the General Fund Pension Rate Stabilization Reserve.

The City shall make available the five most recent years of each of the above listed documents in a manner that is consistent with the California Public Records Act.

Periodic Review of Pension Funding Policy

This Policy shall be approved by City Council.

The City shall review and, if necessary, update this policy periodically. The City shall commit to reviewing this policy at least every 5 years. Any future material changes to this Policy shall be approved by the City Council.

This Policy is intended to serve as a living document that shall require periodic review and updates reflecting changes in the City's financial position.

Mayor

Date

RESOLUTION ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A PENSION FUNDING POLICY

WHEREAS, the City Council has determined that it is appropriate to establish a pension funding policy to provide guidance on the development and of a funding plan for any Unfunded Accrued Liability ("UAL") that is calculated annually by the California Public Employees' Retirement System or for any UALs remaining immediately after the issuance of pension obligation bonds and that such pension funding policy should also support the decision-making and budgeting process of the Council and be consistent with the overall purpose and goals of the City's pension plan;

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

SECTION 1. The pension funding policy, in the form attached hereto, is hereby adopted by the Council for the City.

SECTION 2. The Mayor, City Manager, City Clerk, Finance Director, and other appropriate officials of the City are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the provisions and directives of this Resolution.

SECTION 3. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 4. The City Clerk shall certify to the passage and adoption hereof.

PASSED, APPROVED, AND ADOPTED this 6th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

ARTICLE VI. FUNDS OF THE CITY ¹

SECTION:

2-31: Reserve And Designated Funds

2-31.1: "Budget Stabilization" Reserve Fund

2-31.2: "Catastrophic/Emergency" Reserve Fund

2-31.3: "Facility Deferred Maintenance/Equipment Replacement" Designated Fund

2-31.4: "Capital Construction/Improvement" Designated Fund

2-31.5: "Infrastructure Deferred Maintenance/Improvement" Designated Fund

2-31.6: "Special Purposes" Reserve Fund

2-31.7: "Formal City Council Action" For Appropriations

2-32: Special Gas Tax Street Improvement Fund; Created

2-33: Special Gas Tax Street Improvement Fund; Created; Monies Paid Into Fund

2-34: Special Gas Tax Street Improvement Fund; Created; Expenditure Of Monies In Fund

Notes

¹ 1. See charter sections 46, 47, 48 and 53.

2-31: RESERVE AND DESIGNATED FUNDS:

2-31.1: "BUDGET STABILIZATION" RESERVE FUND:

It shall be the policy of the city of Porterville to establish reserve funds that shall be used for the purpose to mitigate, should it occur, onetime annual budget revenue shortfalls (actual revenues less than projected revenues) due to changes in the economic environment and/or actions by the county/state/federal government that have a material effect on the city's revenues; and/or expenditures that will result in future efficiencies and/or budgetary savings. The "budget stabilization" reserve fund shall be maintained at a minimum of fifteen percent (15%) of general fund annual budgeted operating expenditures (excluding onetime expenditures), and may only be appropriated by formal city council action with not less than four-fifths ($\frac{4}{5}$) of those voting in agreement. If the city council takes action due to making a finding(s) of material effects as stated above, it shall include findings of material effects as further specified in section 2-31.7 of this article. Should the fund's balance fall below ten percent (10%) of annual budgeted operating expenditures, then a plan will be established to replenish the fund to the required level within three (3) fiscal years. An initial balance shall be appropriated from the current unallocated reserve as of the date of adoption hereof in an amount equal to fifteen percent (15%) of the budgeted general fund expenditures for fiscal 2011-2012. (Ord. 1787, 4-3-2012)

2-31.2: "CATASTROPHIC/EMERGENCY" RESERVE FUND:

It shall be the policy of the city of Porterville to establish reserve funds that shall be used for the purpose to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events. Should unforeseen and unavoidable events occur that require the expenditure of city resources beyond those provided for in the annual budget, formal city council action with not less than four-fifths ($\frac{4}{5}$) of those voting in agreement, is required of a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds. The "catastrophic/emergency" reserve fund shall be maintained at a minimum of ten percent (10%) of general fund annual budgeted operating expenditures (less onetime expenditures). Should the fund's balance fall below ten percent (10%) of annual budgeted operating expenditures, then a plan will be

established to replenish the fund to the required level within five (5) fiscal years. An initial balance shall be appropriated from the current unallocated reserve as of the date of adoption hereof in an amount equal to ten percent (10%) of the budgeted general fund expenditures for fiscal 2011-2012. (Ord. 1787, 4-3-2012)

2-31.3: "FACILITY DEFERRED MAINTENANCE/EQUIPMENT REPLACEMENT" DESIGNATED FUND:

It shall be the policy of the city of Porterville to establish designated funds that shall be used for the exclusive purpose of providing funds to support onetime city facility deferred maintenance and/or equipment replacement costs (excluding vehicles), such as, but not limited to, HVAC units, roofing, parking lot overlays, painting, plumbing, electrical, and doors/windows. The city council, by means of a resolution, may add, modify, or delete specific deferred maintenance or equipment replacement categories. The "facility deferred maintenance/equipment replacement" designated fund shall have no minimum balance, but shall accumulate funds until appropriated by formal city council action. The fund shall receive an allocation of one-third ($\frac{1}{3}$) of audited general fund unassigned fund balance (actual revenues more than actual expenditures). An initial balance shall be appropriated from the current unallocated reserve as of the date of adoption hereof in an amount equal to one-third ($\frac{1}{3}$) of the current unallocated reserve balance as of the date of adoption hereof after the funding of the budget stabilization reserve fund, the catastrophic/emergency reserve fund, and the initial funding of the special purpose reserve fund, have been deducted from the initial unallocated reserve fund balance. (Ord. 1787, 4-3-2012)

2-31.4: "CAPITAL CONSTRUCTION/IMPROVEMENT" DESIGNATED FUND:

It shall be the policy of the city of Porterville to establish designated funds that shall be used for the exclusive purpose of providing funds to support new capital construction and/or improvement projects as identified in the city's ten (10) year capital improvement plan. The "capital construction/improvement" designated fund shall have no minimum balance, but shall accumulate funds until appropriated by formal city council action. The fund shall receive an allocation of one-third ($\frac{1}{3}$) of audited general fund unassigned fund balance (actual revenues more than actual expenditures). An initial balance shall be appropriated from the current unallocated reserve as of the date of adoption hereof in an amount equal to one-third ($\frac{1}{3}$) of the current unallocated reserve balance as of the date of adoption hereof after the funding of the budget stabilization reserve fund, the catastrophic/emergency reserve fund, and the initial funding of the special purpose reserve fund, have been deducted from the initial unallocated reserve fund balance. (Ord. 1787, 4-3-2012)

2-31.5: "INFRASTRUCTURE DEFERRED MAINTENANCE/IMPROVEMENT" DESIGNATED FUND:

It shall be the policy of the city of Porterville to establish designated funds that shall be used for the exclusive purpose of providing funds to support onetime city infrastructure deferred maintenance and/or improvement costs, such as, but not limited to, streets/alleys, bridges, sewer, water, storm drain, and curb/gutter/sidewalk. The city council, by means of a resolution, may add, modify, or delete specific infrastructure deferred maintenance/improvement categories. The "infrastructure deferred maintenance/improvement" designated fund shall have no minimum balance, but shall accumulate funds until appropriated by formal city council action. The fund shall receive an allocation of one-third ($\frac{1}{3}$) of audited general fund unassigned fund balance (actual revenues more than actual expenditures). An initial balance shall be appropriated from the current unallocated reserve as of the date of adoption hereof in an amount equal to one-third ($\frac{1}{3}$) of the current unallocated reserve balance as of the date of adoption hereof after the funding of the budget stabilization reserve fund, the catastrophic/emergency reserve fund, and the initial funding of the special purpose reserve fund, have been deducted from the initial unallocated reserve fund balance. (Ord. 1787, 4-3-2012)

2-31.6: "SPECIAL PURPOSES" RESERVE FUND:

It shall be the policy of the city of Porterville to establish reserve funds as a line item of the annual city council budget that shall be used for the purpose of providing funds to support onetime city special events, projects, and/or purposes that benefit the community. The "special purposes" reserve fund shall be maintained at a minimum of one hundred thousand dollars (\$100,000.00), and may only be appropriated by formal city council action with four-fifths ($\frac{4}{5}$) of those voting in agreement. Should the fund's balance fall below one hundred thousand dollars (\$100,000.00) in a fiscal year, then the general fund will replenish the fund to the minimum required level at the beginning of the following fiscal year. An initial balance in the amount of one hundred

thousand dollars (\$100,000.00) shall be appropriated from the current unallocated reserve as of the date of adoption hereof. (Ord. 1787, 4-3-2012)

2-31.7: "FORMAL CITY COUNCIL ACTION" FOR APPROPRIATIONS:

For the purposes of sections 2-31.1 through 2-31.6 of this article, formal city council action shall require adoption of a resolution. Said resolution shall contain the basis for a finding (or findings) of materiality if required by any provision in this article. Additionally, said resolution shall include finding(s) that the appropriation is within the intent and purpose of the designated and reserve funds including, where appropriate, one or more findings that the purpose of the appropriation is within the defined purpose of the designated and reserve funds whether or not explicitly stated in this article. (Ord. 1787, 4-3-2012)

2-32: SPECIAL GAS TAX STREET IMPROVEMENT FUND; CREATED:

To comply with the provisions of sections 2100 through 2127 of the Streets And Highways Code of the state with particular reference to section 2113 thereof, there is hereby created in the city treasury a special fund to be known as the "special gas tax street improvement fund". (Ord. 1537 § B9, 8-6-1996)

2-33: SPECIAL GAS TAX STREET IMPROVEMENT FUND; CREATED; MONIES PAID INTO FUND:

All monies received by the city from the state under the provisions of sections 2100 through 2127 of the Streets And Highways Code for the acquisition of real property or interests therein for, or the construction, maintenance or improvement of streets or highways other than state highways shall be paid into the special gas tax street improvement fund. (Ord. 1537 § B10, 8-6-1996)

2-34: SPECIAL GAS TAX STREET IMPROVEMENT FUND; CREATED; EXPENDITURE OF MONIES IN FUND:

All monies in the special gas tax street improvement fund shall be expended exclusively for the purposes authorized by, and subject to all of the provisions of sections 2100 through 2127 of the Streets And Highways Code of the state. (Ord. 1537 § B11, 8-6-1996)

RESOLUTION ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE ISSUANCE AND SALE OF BONDS TO REFUND CERTAIN
PENSION OBLIGATIONS OF THE CITY, APPROVING THE FORM AND
AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT, AUTHORIZING
JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE OF SUCH
BONDS AND AUTHORIZING ACTIONS RELATED THERETO

WHEREAS, the City has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the City Council of the City (the "City Council") obligate the City to (i) make contributions to CalPERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, as of June 30, 2021, the City's projected total unfunded accrued actuarial liability to CalPERS for its Miscellaneous and Safety Plans was \$58,150,801;

WHEREAS, the City desires to authorize the issuance of its City of Porterville Pension Obligation Bonds, Series 2022 (Federally Taxable) (the "Bonds") pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the City's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law, to pay capitalized interest on the Bonds and to pay the costs of issuance of the Bonds, and for no other purpose;

WHEREAS, the obligations of the City with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, will be obligations of the City imposed by law and will be absolute and unconditional, without any right of set-off or counterclaim, the Bonds will not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation, neither the Bonds nor the obligations of the City to make payments on the Bonds will constitute an indebtedness of the City, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Council will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the City;

WHEREAS, the City expects that the need may arise in the future to enter into additional agreements (e.g., trust agreement, loan agreement, bond, note, indenture, or resolution) pursuant to the Refunding Law to amortize additional accrued actuarial liability with respect to pension benefits for its Miscellaneous and Safety Plans under the Public Employees' Retirement Law and the PERS Contract and to fund normal contributions required by the PERS Contract ("Additional Obligations"); and

WHEREAS, the City has determined the advisability of filing an action to determine the validity of the Trust Agreement (hereinafter defined), the Bonds and Additional Obligations and the actions proposed to be taken in connection therewith;

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

SECTION 1. Authorization. Bonds, in the aggregate principal amount of not to exceed sixty million dollars (\$60,000,000) are hereby authorized to be issued by the City under and subject to the terms of the Bond Law for the purpose of refunding the City's obligation to CalPERS evidenced by the CalPERS Contract and paying the costs of issuance of the Bonds. This authorization does not obligate the Council to issue the Bonds. Final approval shall be given by the Council at a future meeting.

SECTION 2. Approval of Trust Agreement. The Council hereby approves trust agreement, by and between the City and U.S. Bank Trust Company, National Association, as trustee, prescribing the terms and provisions of the Bonds, the application of the proceeds of the Bonds and providing for the issuance of Additional Obligations, in the form on file with the City Clerk (the "Trust Agreement"). The Mayor, the City Manager and the Finance Director (each, an "Authorized Officer"), each acting alone, are hereby authorized and directed to execute and deliver the Trust Agreement for and in the name and on behalf of the City in such form, together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Trust Agreement. The Council hereby authorizes the delivery and performance of the Trust Agreement.

SECTION 3. Offering and Sale of the Bonds. The Bonds shall be offered and sold to investors pursuant to a preliminary official statement the form of which shall be approved by the Council at a future meeting.

SECTION 4. Validation Action. In order to determine the validity of the Trust Agreement, the Bonds and Additional Obligations and the actions authorized by this Resolution and the Trust Agreement to be taken in connection therewith, the Council hereby authorizes the City Attorney, in concert with Bond Counsel, to prepare and cause to be filed and prosecuted to completion all proceedings required for the judicial validation of the Bonds and Additional Obligations in the Superior Court of Tulare County, under and pursuant to the provisions of sections 860 et seq. of the California

Code of Civil Procedure. The Council further authorizes the Authorized Officers, the City Clerk, and any and all other officers, employees and agents of the City to take any and all actions, including the execution and delivery or appropriate documentation, as may be required to conclude such judicial validation proceedings.

SECTION 5. Consultants. The Authorized Officers are each authorized to accept proposals from Quint & Thimmig, LLP, to act as Bond Counsel and as Disclosure Counsel, Wulff Hansen & Co., to serve as Municipal Advisor to the City, and Oppenheimer & Co. Inc., to serve as underwriter, substantially in the forms on file with the City.

SECTION 6. Official Actions. The Authorized Officers and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in the issuance, sale and delivery of the Bonds, including applying for municipal bond insurance if such insurance is determined to be appropriate. Whenever in this Resolution any officer of the City is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions heretofore taken by any Authorized Officer or any office, employee or agent of the City with respect to the Bonds, the validation proceedings or in connection with or related to any of the agreements referred to herein are hereby approved, ratified and confirmed.

SECTION 7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption hereof.

PASSED, APPROVED, AND ADOPTED this 6th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

TRUST AGREEMENT

Dated as of October 1, 2022

by and between the

CITY OF PORTERVILLE

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

\$_____
City of Porterville
(Tulare County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)

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EXHIBIT A FORM OF BOND

TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into and dated as of October 1, 2022 (the "Trust Agreement") by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee"), and the CITY OF PORTERVILLE (the "City"), a duly organized, validly existing and operating municipal corporation and general law city, under the laws of the State of California.

WITNESSETH:

WHEREAS, the City is obligated by the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended (the "Retirement Law"), to make payments to the California Public Employees' Retirement System (the "System") relating to pension benefits accruing to the System's members, including the City;

WHEREAS, the City is obligated specifically to make certain payments to the System in respect of current and retired public safety employees and miscellaneous employees under the pension programs of the System that amortize such obligations over a fixed period of time, including normal costs (collectively, the "Pension Obligation");

WHEREAS, the Pension Obligation is evidenced by a contract or contracts with the System with respect to public safety employees and miscellaneous employees of the City, as heretofore and hereafter amended from time to time (collectively, the "CalPERS Contract");

WHEREAS, the City is authorized pursuant to Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act") to issue bonds for the purpose of refunding any evidence of indebtedness of the City;

WHEREAS, for the purpose of refunding the City's obligations to the System evidenced by the CalPERS Contract and thereby providing funds to the System in payment of the Pension Obligation for its miscellaneous and safety employees, the City has determined to issue an initial series of Bonds hereunder, captioned the "City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable)" in the aggregate principal amount of \$_____ (the "2022 Bonds"), all pursuant to and secured by this Trust Agreement providing for the issuance of the 2022 Bonds and, collectively with Additional Bonds, the "Bonds," all in the manner provided herein;

WHEREAS, the City filed a complaint in the Superior Court of the State for the County of Tulare pursuant to the procedures available to it under section 860 *et seq.* of the California Code of Civil Procedure and following, seeking judicial validation of the transactions relating to the issuance of the Bonds;

WHEREAS, on _____, 2022, the court entered a default judgment to the effect, among other things, that the CalPERS Contract, this Trust Agreement and the Bonds are valid and binding obligations of the City under the Constitution and laws of the State;

WHEREAS, to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the City has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the City payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

“Act” means Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code.

“Additional Bonds” means all bonds of the City authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article III.

“Aggregate Principal Amount” means, as of any date of calculation, the principal amount of the 2022 Bonds.

“Authorized Denominations” means \$5,000 principal amount or any integral multiple thereof.

“Authorized Representative” means the Mayor, the City Manager, the Finance Director and his or her respective designees designated in writing to the Trustee.

“Beneficial Owner” means the beneficial owner of each such Bond, determined under the rules of DTC.

“Bond Fund” means the Bond Fund established in Section 4.01(a) of the Trust Agreement.

“Bonds” means the 2022 Bonds and all Additional Bonds.

“Business Day” means any day other than a Saturday or Sunday or day upon which the Trustee is authorized by law to remain closed.

“CalPERS Contract” means, collectively, the contracts relating to the plans between the City and the System relating to the City’s miscellaneous and safety employees, as heretofore and hereafter amended from time to time.

“Certificate of the City” means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer’s designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose. If and to the extent required by the provisions of Section 10.07, each Certificate of the City shall include the statements provided for in Section 10.07.

“City” means the City of Porterville, California.

“Closing Date” means _____, 2022, the date on which the 2022 Bonds are delivered to the original purchaser for the 2022 Bonds.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the City dated the date of issuance and delivery of the 2022 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Corporate Trust Office” means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the City, initially being in Los Angeles, California. The Trustee may designate in writing to the City and the Owner such other office or agency from time to time for purposes of registration, transfer, exchange, payment or redemption of 2022 Bonds.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the 2022 Bonds, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, fees and expenses of the Underwriter or placement agent, fees and charges for preparation, execution and safekeeping of the 2022 Bonds, if any, and any other cost, charge or fee in connection with the original execution and delivery of the 2022 Bonds.

“Costs of Issuance Fund” means the Costs of Issuance Fund established in Section 2.12(b).

“Defeasance Securities” means:

(a) Cash; and

(b) Obligations of or obligations fully and unconditionally guaranteed as to timely payment of principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including:

- U.S. Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the 2022 Bonds including any such successor appointed pursuant to Section 2.07 hereof.

“Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its fiscal year in accordance with applicable law.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the City, and who, or each of whom:

(a) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the City;

(b) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(c) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

“Interest Account” means the account by that name established in Section 4.02.

“Interest Payment Date” means each February 1 and August 1, commencing February 1, 2023.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the City.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.02) all Bonds except

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.01; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant hereto.

“Owner” means any person who shall be the registered owner of any Outstanding Bond.

“Permitted Investments” means any of the following to the extent permitted by the laws of the State:

(a) Defeasance Securities;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration

- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration
- Federal Financing Bank;

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies approved by the Bond Insurer;

(d) U.S. dollar denominated deposit accounts, time deposits, certificates of deposit (including those placed by a third party pursuant to a separate agreement between the City and the Trustee), trust funds, trust accounts, overnight banking deposits, interest bearing deposits, interest bearing money market accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which (i) have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's Ratings Services and which mature not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank) or (ii) are insured by the Federal Deposit Insurance Corporation;

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's Ratings Services and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(f) Investments in a money market mutual fund rated at the time of purchase "AAAm" or "AAAm-G" or better by Standard & Poor's Ratings Services, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise;

(g) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(i) which are rated at the time of purchase, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Standard & Poor's Ratings Services or any successors thereto; or

(ii) which are fully secured as to interest and principal and redemption premiums, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such interest and principal and redemption premiums, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premiums, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Municipal obligations rated at the time of purchase "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by Standard & Poor's Ratings Services; and

(i) The Local Agency Investment Fund (as that term is defined in section 16429.1 of the California Government Code, as such section may be amended or re-codified from time to time).

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall have no duty in connection with the determination of fair market value other than to follow: (i) its normal practices in the purchase, sale and determining the value of Permitted Investments; and (ii) the investment directions of the City. The Trustee may utilize and rely conclusively and without liability upon any generally recognized securities pricing services that may be available to it, including those available through its regular accounting system (and including brokers and dealers in securities);

(b) As to certificates of deposit and bankers' acceptances, the face amount thereof; and

(c) As to any investment not specified above, the value thereof established by prior agreement among the City, the Trustee and, if applicable, any Bond insurer.

Ratings of Permitted Investments referred to herein shall be determined at the time of purchase of such Permitted Investments and without regard to rating subcategories. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments, or the responsibility to validate Permitted Investments the ratings of Permitted Investments prior to the initial purchase.

"Principal Account" means the account by that name established in Section 4.02.

"Person" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Amount" means as to any Bond, the principal amount thereof.

"Principal Payment Date" means each August 1, commencing August 1, 2023.

"Rating Agencies" means S&P Global Ratings or, if S&P Global Ratings no longer maintains a rating on the 2022 Bonds, any other nationally recognized bond rating agency then maintaining a rating on the 2022 Bonds, but, in each instance, only so long as S&P Global Ratings or other nationally recognized rating agency then maintains a rating on the 2022 Bonds.

“Record Date” means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

“Refunding Fund” means the fund by that name established in Section 2.12(a).

“Representation Letter” means the Letter of Representations from the City and the Trustee to DTC, or any successor securities depository for the 2022 Bonds.

“Retirement Law” means the Public Employees’ Retirement Law, commencing with section 20000 of the California Government Code, as amended.

“Serial Bonds” means Bonds for which no sinking fund payments are provided.

“Series” means all of the Bonds designated as being within a certain series, regardless of variations in maturity date, interest rate, redemption and other provisions, and any Bonds thereafter issued in transfer or exchange for such Bonds pursuant to this Trust Agreement.

“State” means the State of California.

“Surplus Account” means the account by that name established in Section 4.02.

“Supplemental Trust Agreement” means any trust agreement then in full force and effect which has been duly executed and delivered by the City and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

“System” means the California Public Employees’ Retirement System.

“Term Bonds” means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Trust Agreement” means this Trust Agreement, dated as of October 1, 2022, between the City and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

“Trustee” means U.S. Bank Trust Company, National Association, or any other association or corporation which may at any time be substituted in its place as provided in Section 6.01.

“2022 Bonds” means the \$_____ City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable).

“Underwriter” means, for the 2022 Bonds, Oppenheimer & Co. Inc. and for any Additional Bonds, the underwriter for such Additional Bonds.

“Written Request of the City” means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer’s designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose.

Section 1.02. Trust Agreement Constitutes Contract. In consideration of the acceptance of the 2022 Bonds by the Owners thereof, the Trust Agreement shall be deemed to be and shall constitute a contract among the City, the Trustee and the Owners from time to time of all Bonds

authorized, executed, issued and delivered hereunder and then Outstanding to provide for the payment of the interest on, principal of, and redemption premium (if any) on, all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the City shall be for the equal and proportionate benefit, protection and security of all Owners of the 2022 Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF BONDS; GENERAL BOND PROVISIONS

Section 2.01. Authorization and Purpose of 2022 Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the 2022 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the 2022 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the City is now duly authorized, pursuant to each and every requirement of the Act, to issue the 2022 Bonds in the form and manner and for the purpose provided herein and that the 2022 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

The obligations of the City under the 2022 Bonds, including the obligation to make all payments of interest and principal when due, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. Neither the 2022 Bonds nor the obligation of the City to make payments on the 2022 Bonds constitute an indebtedness of the City, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2.02. Terms of the 2022 Bonds; General Bond Provisions. The 2022 Bonds shall be designated "City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable)" and shall be in the aggregate principal amount of \$_____. The 2022 Bonds shall be dated the date of original delivery, shall be issued only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of 2022 Bonds maturing at any one time), and shall mature on the dates and in the principal amounts and bear interest at the rates as set forth in the following table:

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The 2022 Bonds shall bear interest at the rates (based on a 360-day year of twelve 30-day months) set forth above, payable on the Interest Payment Dates for the 2022 Bonds. The 2022 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is an Interest Payment Date or during the period from

the fifteenth (15th) day of the month preceding an Interest Payment Date to such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event they shall bear interest from their dated date; provided, however, that if at the time of authentication of any Bond interest is then in default on the Outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Payment of interest on the 2022 Bonds due on or before the maturity or prior redemption thereof shall be made to the person whose name appears in the 2022 Bonds registration books kept by the Trustee pursuant to Section 2.09 as the registered owner thereof as of the close of business on the Record Date for an Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on the Interest Payment Date by first-class mail to such registered owner at the address as it appears in such books; provided, that upon the written request of an Owner of \$1,000,000 or more in aggregate principal amount of 2022 Bonds received by the Trustee prior to the applicable Record Date, interest shall be paid by wire transfer in immediately available funds. Any such written request shall remain in effect until rescinded in writing by the Owner.

The principal of the 2022 Bonds shall be payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee. Payment of the principal of the 2022 Bonds shall be made upon the surrender thereof at maturity or on redemption prior to maturity at the Corporate Trust Office of the Trustee.

Section 2.03. Redemption of 2022 Bonds.

(a) *Optional Redemption.* The 2022 Bonds maturing on or before August 1, ____, are not subject to optional redemption prior to their respective stated maturities. The 2022 Bonds maturing on and after August 1, ____, are subject to optional redemption from any source of available funds of the City, prior to their respective maturities, in whole or in part on any date on or after August 1, ____ upon at least forty-five (45) days prior written notice to the Trustee from the City, at a redemption price equal to the principal amount of the 2022 Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

(c) *Mandatory Sinking Fund Redemption.* The 2022 Bonds maturing on August 1, ____, are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
_____	_____

†Maturity

(d) *Selection of 2022 Bonds for Redemption.* If less than all of the outstanding Bonds are to be redeemed prior to maturity, redemption payments will be made on a pro rata basis among maturities to each Owner in whose name such Bonds are registered at the close of business on the 15th day of the calendar month immediately preceding the redemption date.

So long as the 2022 Bonds are held in book-entry form, Bonds equal to \$5,000 or any integral multiple thereof will be redeemed within a maturity on a pro rata pass-through distribution of principal basis in accordance with DTC procedures; and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the portions of the 2022 Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

It is the City's intent that the redemption allocations described in this Trust Agreement with respect to the 2022 Bonds within a maturity be made on a pro rata pass-through distribution of principal basis. However, the City can provide no assurance that DTC, the Participants or any other intermediaries will allocate redemptions among Beneficial Owners on such basis.

"Pro rata" means, in connection with any optional redemption in part, with respect to the allocation of amounts to be redeemed, the application to such amounts of a fraction, the numerator of which is equal to the amount of the specific maturity of the 2022 Bonds held by an Owner of such Bonds, and the denominator of which is equal to the total amount of such maturity of 2022 Bonds, then Outstanding.

(e) *Notice of Redemption.* If the City elects to redeem Bonds as provided above, the City shall, at least 30 days (or such lesser number of days acceptable to the Trustee) prior to the redemption date, give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the 2022 Bonds to be redeemed. Notice of redemption shall be mailed by first class mail or electronically transmitted by the Trustee, on behalf and at the expense of the City, not less than 20 nor more than 60 days prior to the redemption date to the respective Owners of 2022 Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee, and posted on the MSRB's Electronic Municipal Market Access system ("EMMA"). The sole remedy for failure to post such redemption notices on EMMA shall be an action in mandamus by the Owners of the Bonds for specific performance or similar remedy to compel performance. Each notice of redemption shall state the date of such notice, the 2022 Bonds to be redeemed, the Series and date of issue of such Bonds, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity are to be redeemed, the distinctive certificate numbers of the 2022 Bonds of such maturity to be redeemed and, in the case of 2022 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each notice of optional redemption shall also state that such optional redemption may be conditional and rescinded by the City and that, unless such redemption is so rescinded, and provided that on said date funds are available for payment in full of the 2022 Bonds then called for redemption, on said date there will become due and payable on each of such Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

Failure by the Trustee to give notice pursuant to this Section 2.03 to any one or more of the Information Services or Securities Depositories, or the insufficiency of any such notice shall not affect the sufficiency of the proceedings for redemption. The failure of any Owner to receive any redemption notice mailed to such Owner and any defect in the notice so mailed shall not affect the sufficiency of the proceedings for redemption.

The City shall have the right to rescind any optional redemption by providing the Trustee with written notice of such rescission at least two Business Day prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are

not available on the date fixed for redemption for the payment in full of the 2022 Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Section 2.04. Form of 2022 Bonds. The 2022 Bonds and the authentication endorsement and assignment to appear thereon shall be substantially in the form set forth in Exhibit A.

Section 2.05. Execution of 2022 Bonds. The Mayor is hereby authorized and directed to execute each of the 2022 Bonds on behalf of the City, and the City Clerk of the City is hereby authorized and directed to countersign each of the 2022 Bonds on behalf of the City. The signature of the Mayor and the City Clerk may be by printed or otherwise reproduced by facsimile reproduction. In case any officer whose signature appears on the 2022 Bonds shall cease to be such officer before the delivery of the 2022 Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the 2022 Bonds.

Only those Bonds bearing thereon a certificate of authentication in the form provided for herein, executed manually or electronically transmitted and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the 2022 Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06. Transfer and Payment of 2022 Bonds. Any Bond may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.09 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bonds for cancellation at the Corporate Trustee Office of the Trustee, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same series and maturity for a like aggregate principal amount. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the City. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The City and the Trustee may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof and for all other purposes, whether such Bonds shall be overdue or not, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on, principal of, and redemption premium (if any) on, such Bonds shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Bonds to the extent of the sum or sums so paid.

The Trustee shall not be required to register the transfer of or exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Prior to any transfer of the 2022 Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any

applicable tax reporting obligations, including without limitation any cost basis reporting obligations under section 6045 of the Internal Revenue Code, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.07. Book-Entry Bonds. Notwithstanding any provision of this Trust Agreement to the contrary, the transfer provisions of Section 2.06 hereof do not apply if the ownership of the 2022 Bonds is in book-entry form.

(a) Except as provided in subparagraph (d) of this Section 2.07, the registered Owner of all of the 2022 Bonds shall be DTC, and the 2022 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in this Trust Agreement, payment of interest with respect to any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the Interest Payment Date for the 2022 Bonds at the address indicated on the Record Date or special record date for Cede & Co. in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof or as otherwise provided in the Representation Letter.

(b) The 2022 Bonds shall be initially executed and delivered in the form of separate single fully registered Bonds in the amount of each separate stated maturity of the 2022 Bonds. Upon initial execution and delivery, the ownership of such Bonds shall be registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof in the name of Cede & Co., as nominee of DTC. The Trustee and the City shall treat DTC (or its nominee) as the sole and exclusive Owner of the 2022 Bonds registered in its name for the purposes of payment of the principal, premium, if any, or interest with respect to the 2022 Bonds, selecting the 2022 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners under this Trust Agreement, registering the transfer of 2022 Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any person claiming a beneficial ownership interest in the 2022 Bonds under or through DTC, or any other person which is not shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof as being an Owner, with respect to (i) the accuracy of any records maintained by DTC; (ii) the payment by DTC of any amount of the principal, premium, if any, or interest on the 2022 Bonds; (iii) any notice which is permitted or required to be given to Owners under this Trust Agreement or the selection by DTC of any person to receive payment in the event of a partial redemption of the 2022 Bonds; or (iv) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal, premium, if any, and interest on the 2022 Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal, premium, if any, and interest on the 2022 Bonds to the extent of the sum or sums so paid. Except under the conditions of (d) below, no person other than DTC shall receive an executed Bond representing the right to receive principal, premium, if any and interest pursuant to this Trust Agreement. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the term "Cede & Co." in this Trust Agreement shall refer to such new nominee of DTC.

(c) To qualify the 2022 Bonds for DTC's book-entry system, the City and the Trustee (if required) will execute, countersign and deliver to DTC the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.07 or in any other way impose upon the Trustee or the City any obligation whatsoever with respect to persons having interests in the 2022 Bonds other than the Owners, as shown on the

Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof.

(d) If (i) DTC, including any successor as securities depository for the 2022 Bonds, determines not to continue to act as securities depository for the 2022 Bonds, or (ii) the City determines that the incumbent securities depository shall no longer so act and delivers a written certificate to the Trustee to that effect, then the City will discontinue the book-entry system with the incumbent securities depository for the 2022 Bonds. If the City determines to replace the incumbent securities depository for the 2022 Bonds with another qualified securities depository, the City shall prepare or direct the preparation of a new single, separate fully registered Bond for the aggregate outstanding principal amount of 2022 Bonds of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the City, the Trustee and the successor securities depository for the 2022 Bonds as are not inconsistent with the terms of this Trust Agreement. If the City fails to identify another qualified successor securities depository for the 2022 Bonds to replace the incumbent securities depository, then the 2022 Bonds shall no longer be restricted to being registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the 2022 Bonds, or its nominee, shall designate. In such event the City shall execute and deliver a sufficient quantity of 2022 Bonds as to carry out the transfers and exchanges provided in this Section 2.07 and Sections 2.06 and 2.10 hereof. All such Bonds shall be in fully registered form in denominations authorized by this Trust Agreement.

(e) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest on such Bond and all notices with respect to such Bonds shall be made and given, respectively, as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to Owners pursuant to this Trust Agreement by the City or the Trustee with respect to any consent or other action to be taken by Owner, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.08. Exchange of 2022 Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of 2022 Bonds of the same series and maturity of other Authorized Denominations. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the City. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege. The Trustee shall not be required to exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.09. Bond Registration Books. The Trustee will keep at its Corporate Trust Office sufficient books for the registration and transfer of the 2022 Bonds which shall during normal business hours be open to inspection by the City, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the 2022 Bonds in such books as hereinabove provided.

Section 2.10. Mutilated, Destroyed, Stolen or Lost Bonds. If any Bond shall become mutilated the Trustee at the expense of the Owner shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a reasonable sum for each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the City and the Trustee in the premises. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the City nor the Trustee shall be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of 2022 Bonds which may be issued hereunder or for the purpose of determining any percentage of 2022 Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.11. Temporary Bonds. The 2022 Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed or typewritten, shall be of such denominations as may be determined by the City, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Bond shall be executed and authenticated as authorized by the City, in accordance with the terms of the Act. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Corporate Trust Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Bonds delivered hereunder.

Section 2.12. Application of Bond Proceeds; Application of Proceeds of Additional Bonds. At any time after the sale of the 2022 Bonds in accordance with the Act, the City shall execute the 2022 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the 2022 Bonds shall be authenticated and delivered by the Trustee to the Underwriter of the 2022 Bonds upon the Certificate of the City. The proceeds of the purchase of the 2022 Bonds shall be applied to pay Costs of Issuance and the obligation of the City to the System pursuant to the Retirement Law, as set forth in the Certificate of the City.

(a) The Trustee shall deposit \$_____ of the proceeds of the Bonds in the Refunding Fund. On the Closing Date for the Bonds, the Trustee shall transfer all amounts in the Refunding Fund to CalPERS as follows:

(i) With respect to the City's Miscellaneous Plan, wire \$_____; and

(ii) With respect to the City's Safety Plan, wire \$_____.

(b) The Trustee shall deposit \$_____ of the proceeds of the 2022 Bonds in the Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the Costs of Issuance of the 2022 Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to

be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

On the date which is three months following the Closing Date for the 2022 Bonds or upon the earlier Written Request of the City, any remaining balance in the Costs of Issuance Fund shall be transferred to the Interest Account.

The Trustee may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Trust Agreement, including but limited to a temporary fund for holding the proceeds of the 2022 Bonds.

(c) Upon receipt of the purchase price of Additional Bonds, if any, the Trustee shall set aside and deposit the proceeds received from such sale as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds, which proceeds may be deposited in the following respective accounts or funds:

(i) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Refunding Fund. On the Closing Date for such Bonds, the Trustee shall promptly transfer all amounts in the respective Refunding Fund to the System or to refund Bonds, as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds.

(ii) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the respective Costs of Issuance of the Additional Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six months following the Closing Date for the Additional Bonds or upon the earlier Written Request of the City, any remaining balance in the respective Costs of Issuance Fund shall be transferred to the Interest Account.

Section 2.13. Validity of 2022 Bonds. The recital contained in the 2022 Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Bonds shall be incontestable from and after their issuance. The 2022 Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

ARTICLE III

ISSUANCE OF ADDITIONAL BONDS

Section 3.01. Conditions for the Issuance of Additional Bonds. The City may at any time issue Additional Bonds on a parity with the 2022 Bonds, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The City shall be in compliance with all agreements and covenants contained herein.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Act and shall have been provided for by a Supplemental Trust Agreement which shall specify the following:

(i) The purpose for which such Additional Bonds are to be issued; provided, that such Additional Bonds shall be applied solely for (i) the purpose of satisfying any obligation to make payments to the System pursuant to the Retirement Law relating to pension benefits accruing to the System's members, and/or for payment of all costs incidental to or connected with the issuance of Additional Bonds for such purpose, and/or (ii) the purpose of refunding any Bonds then Outstanding, including payment of all costs incidental to or connected with such refunding;

(ii) The authorized principal amount and designation of such Additional Bonds;

(iii) The date and the maturity dates of and the sinking fund payment dates, if any, for such Additional Bonds;

(iv) The interest payment dates for such Additional Bonds;

(v) The denomination or denominations of and method of numbering such Additional Bonds;

(vi) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(vii) The amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in the Interest Account hereinafter referred to; and

(viii) Such other provisions (including the requirements of a book-entry Bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

Section 3.02. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, the City shall execute such Additional Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be delivered by the Trustee to the purchaser thereof upon the Written Request of the City, but only upon receipt by the Trustee of the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Trustee:

(a) An executed copy of the Supplemental Trust Agreement authorizing the issuance of such Additional Bonds;

(b) A Written Request of the City as to the delivery of such Additional Bonds;

(c) An Opinion of Counsel to the effect that (1) the City has executed and delivered the Supplemental Trust Agreement, and the Supplemental Trust Agreement is valid and binding upon the City and (2) such Additional Bonds are valid and binding obligations of the City;

(d) A Certificate of the City stating that all requirements of Article IV have been complied with and containing any other such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such Additional Bonds contained herein;

(e) Such further documents, money or securities as are required by the provisions of the Supplemental Trust Agreement providing for the issuance of such Additional Bonds.

ARTICLE IV

SECURITY FOR THE BONDS; FUNDS AND ACCOUNTS

Section 4.01. Assignment and Pledge for the 2022 Bonds; Bond Fund; Deposits to Bond Fund.

(a) There is hereby created a special trust fund designated as the “Bond Fund” that shall be held and administered by the Trustee as provided in this Trust Agreement. The 2022 Bonds shall be payable by the City from any source of legally available funds. The City hereby irrevocably assigns and pledges to the Trustee, in trust for the security of the Owners on the terms hereof, all the City’s rights, title and interest in and to all money and securities for deposit in, or deposited in, the Bond Fund and any investment earnings thereon, and any collateral security for, and all proceeds of, any of the foregoing.

(b) The Trustee shall hold all the rights, title and interest received under this Section 4.01 and all money and securities (exclusive of money to which the Trustee is entitled in its own right as fees, indemnity, reimbursement or otherwise) received from the City or derived from the exercise of the City’s powers hereunder in trust for the security of the Owners in accordance with the provisions hereof. The City shall from time to time execute, deliver, file and record such instruments as the Trustee may reasonably require to confirm, perfect or maintain the security created hereby and the assignment and pledge hereby of the rights, title and interest assigned and pledged by the City to the Trustee hereunder.

(c) The City shall promptly deposit or cause to be deposited with the Trustee for deposit in the Bond Fund at least three (3) Business Days preceding each Interest Payment Date the amount which is sufficient to pay the interest and principal coming due on such Interest Payment Date.

Section 4.02. Allocation of Moneys in Bond Fund. On or before each Interest Payment Date or date fixed for redemption of 2022 Bonds, the Trustee shall transfer from the Bond Fund, in immediately available funds, for deposit into the following respective accounts (each of which is hereby created and which the Trustee shall maintain in trust separate and distinct from the other funds and accounts established hereunder), the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of funds sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any account subsequent in priority:

(a) *Interest Account.* On each Interest Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the 2022 Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(b) *Principal Account.* On or before each Principal Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such Principal Payment Date into

the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such Principal Payment Date.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 4.02.

No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such Principal Payment Date plus the aggregate amount of all sinking fund payments required to be made on such Principal Payment Date for all Outstanding Term Bonds.

The Trustee shall establish and maintain within the Principal Account a separate subaccount for the Term Bonds of each series and maturity, designated as the "Sinking Account" (the "Sinking Account"), inserting therein the series and maturity (if more than one such account is established for such series) designation of such Bonds. With respect to each Sinking Account, on each mandatory sinking account payment date established for such Sinking Account, the Trustee shall apply the mandatory sinking account payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the series and maturity for which such Sinking Account was established, upon the notice and in the manner provided in Article II; provided that, at any time prior to giving such notice of such redemption, the Trustee may upon the Written Request of the City, apply moneys in such Sinking Account to the purchase for cancellation of Term Bonds of such series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account), as may be directed by the City, except that the purchase price (excluding accrued interest) shall not exceed the redemption price that would be payable for such Bonds upon redemption by application of such Mandatory Sinking Account Payment. If, during the twelve-month period immediately preceding such mandatory sinking account payment date, the Trustee has purchased Term Bonds of such series and maturity with moneys in such Sinking Account, such Bonds so purchased shall be applied, to the extent of the full principal amount thereof, as applicable, to reduce such mandatory sinking account payment.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the 2022 Bonds, as applicable, as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

(c) *Surplus Account.* On the Business Day following each August 1 Interest Payment Date, or on such other date as provided in a Supplemental Trust Agreement, any moneys remaining in the Bond Fund shall be deposited by the Trustee in the Surplus Account. So long as no event of default has occurred and is continuing, moneys deposited in the Surplus Account shall be transferred by the Trustee to the City.

Section 4.03. Deposit and Investments of Money in Accounts and Funds. All money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested in Permitted Investments at the Written Request of the City filed with the Trustee at least two Business Days in advance of making such investment. If no Written Request of the City is received, the Trustee shall hold such funds uninvested. Such investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. All interest, profits and other income received from any money so invested shall be deposited in the Bond Fund. The Trustee shall have no liability or responsibility for any loss resulting from any investment made or sold in accordance with the provisions of this Article IV. The Trustee may act as principal or agent in the acquisition or disposition of any

investment and may impose its customary charge therefor. The Trustee is entitled to rely conclusively on the investment direction of the City as to the suitability and legality of the directed investments

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the City agrees it will not receive such confirmations from the Trustee to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE V

COVENANTS OF CITY

Section 5.01. Punctual Payment and Performance. The City will punctually pay the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the 2022 Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the City contained herein and in the 2022 Bonds.

Section 5.02. Extension of Payment of 2022 Bonds. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the 2022 Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the 2022 Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Trust Agreement, except subject to the prior payment in full of the principal of all of the 2022 Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 5.02 shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the 2022 Bonds.

Section 5.03. Additional Debt. In addition to the Additional Bonds permitted to be issued pursuant to this Trust Agreement, the City expressly reserves the right to enter into one or more other agreements or indentures for any of its purposes and reserves the right to issue other obligations for such purposes.

Section 5.04. Power to Issue Bonds. The City is duly authorized pursuant to law to issue the 2022 Bonds and to enter into this Trust Agreement. The 2022 Bonds and the provisions of this Trust Agreement are the legal, valid and binding obligations of the City in accordance with their terms. The 2022 Bonds shall constitute obligations imposed by law.

Section 5.05. Accounting Records and Reports. The City will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of moneys on deposit in the funds and accounts established hereunder.

Section 5.06. Prosecution and Defense of Suits. The City will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent involving the failure of the City to fulfill its obligations hereunder; provided that the Trustee or any affected Owner at its election may appear in and defend any such suit, action or proceeding. The City, to the extent permitted by law, will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the City, and will indemnify and hold harmless the Trustee against any attorney's fees and expenses or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied.

Section 5.07. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee (who has no duty to make such request) or any Owner, the City will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things

as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

Section 5.08. Waiver of Laws. The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Trust Agreement or in the 2022 Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 5.09. Compliance with Continuing Disclosure Certificate. The City has undertaken responsibility for compliance with continuing disclosure requirements with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or the Owners of at least 25% aggregate principal amount in Outstanding Bonds, and upon receipt of indemnification satisfactory to it, shall) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section 5.09.

ARTICLE VI

THE TRUSTEE

Section 6.01. The Trustee. U.S. Bank Trust Company, National Association, shall serve as the Trustee for the 2022 Bonds for the purpose of receiving all money which the City is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the 2022 Bonds presented for payment at the Corporate Trust Office of the Trustee with the rights and obligations provided herein. The City agrees that it will at all times maintain a Trustee having a corporate trust office in the State.

The City may at any time, unless there exists any event of default as defined in Section 8.01, with 30 days prior notice remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall be a bank, trust company or national banking association doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the City and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to pay or redeem the 2022 Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the City and shall destroy such Bonds and a certificate of destruction shall be delivered to the City. The Trustee shall keep accurate records of all Bonds paid and discharged and cancelled by it.

The Trustee shall, prior to an event of default, and after the curing or waiver of all events of default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement. The Trustee shall, during the existence of any event of default (that has not been cured or waived), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 6.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the 2022 Bonds shall be taken as recitals of facts, agreements and covenants of the City, and the Trustee assumes no responsibility for the correctness of the same or makes any representation as to the sufficiency or validity hereof or of the 2022 Bonds, or shall incur any

responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the 2022 Bonds or in law or equity. The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed.

The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in Aggregate Principal Amount of the 2022 Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement, including at the request, order or direction of any of the Owners pursuant to the provisions of this Trust Agreement unless such Owners shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Owners for the payment of interest on, principal of or redemption premium, if any, with respect to the 2022 Bonds from its own funds; but rather the Trustee's obligations shall be limited to the performance of its duties hereunder.

The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the 2022 Bonds, or as to the existence of a default or event of default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through attorneys, agents or receivers, and shall not be answerable for the negligence or misconduct or any such attorney-in-fact, agent or receiver appointed by it with due care hereunder. The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Trust Agreement, if such attorney or certified public accountant was selected by the Trustee with due care.

Whether or not therein expressly so provided, every provision of this Trust Agreement, or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VI.

The Trustee shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the City), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the City, which certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers. The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the 2022 Bonds. All immunities, indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, employees, officers and agents thereof. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof by receipt of written notice thereof at its Corporate Trust Office.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.01, shall be the successor to the Trustee hereunder and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor hereunder, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent. The Trustee may become the owner of Bonds secured hereby with the same rights it would have if not Trustee.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Trust Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided

to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.01, shall be the successor to the Trustee hereunder and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor hereunder, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; quarantine restrictions, riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 6.03. Compensation and Indemnification of Trustee. The City covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the City will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Trust Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or willful misconduct, including the negligence or willful misconduct of any of its officers, directors, agents or employees.

The City, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee and its officers, directors, agents and employees against any loss, damages, liability, claim, suit or expense including legal fees and expenses incurred without negligence or willful misconduct on the part of the Trustee, (i) arising out of or in connection with the acceptance or

administration of the trusts created hereby or the exercise or performance of any of its powers or duties hereunder or any other documents executed in connection herewith or therewith , and (ii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the 2022 Bonds, including costs and expenses (including attorneys' fees and expenses) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the City under this Section 6.03 shall survive the discharge of the 2022 Bonds and this Trust Agreement and the resignation or removal of the Trustee.

When the Trustee incurs expenses or renders services after the occurrence of an event of default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. Upon an Event of Default, and only upon an event of default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it.

ARTICLE VII

AMENDMENT OF THE TRUST AGREEMENT; SUPPLEMENTAL TRUST AGREEMENT

Section 7.01. Amendment of the Trust Agreement.

(a) This Trust Agreement and the rights and obligations of the City and of the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Owners of a majority in Aggregate Principal Amount of the 2022 Bonds then Outstanding, exclusive of 2022 Bonds disqualified as provided in Section 7.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, or extend the time of payment on any Bond without the express written consent of the Owner of such Bond, or (2) reduce the percentage of 2022 Bonds required for the written consent to any such amendment.

(b) This Trust Agreement and the rights and obligations of the City and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of, or notice to, any of the Owners for any one or more of the following purposes:

(i) to add to the agreements and covenants required herein to be performed by the City other agreements and covenants thereafter to be performed by the City, to pledge or assign additional security for the 2022 Bonds (or any portion thereof), or to surrender any right or power reserved herein to or conferred herein on the City;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein and in any Supplemental Trust Agreement or in regard to questions arising hereunder which the City may deem desirable or necessary and not inconsistent herewith;

(iii) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the procedure set forth in Article III (which shall be deemed not to adversely affect Owners);

(iv) to modify, amend or add to the provisions herein or in any Supplemental Trust Agreement to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statutes hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by such statute or similar statute; or

(v) to modify, amend or supplement this Trust Agreement and any Supplemental Trust Agreement in any manner that does not materially adversely affect the interest of Owners of 2022 Bonds, as evidenced by the Opinion of Counsel delivered pursuant to Section 7.05 hereof.

The Trustee shall not be obligated to execute any supplemental agreement affecting its rights, duties, protections, immunities and indemnities accorded to it under this Trust Agreement. Prior to its execution of a supplemental agreement, the Trustee is entitled to receive, at the expense of the City, an opinion of counsel stating that the execution of such amendment is authorized or permitted under this Trust Agreement.

Section 7.02. Disqualified Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation

of Outstanding Bonds provided in this Article VII and shall not be entitled to consent to or take any other action provided in this Article VII; except that in determining whether the Trustee shall be protected in relying upon any such demand, request, direction, consent or waiver of an Owner, only Bonds which the Trustee actually knows to be owned or held by or for the account of the City, shall be disregarded unless all Bonds are so owned or held, in which case such Bonds shall be considered Outstanding for the purpose of such determination. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section 7.02 and the Trustee may conclusively rely on such certificate.

Section 7.03. Endorsement or Replacement of 2022 Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the City may determine that the 2022 Bonds may bear a notation by endorsement in form approved by the City as to such action, and in that case upon demand of the Owner of any Outstanding Bonds and presentation of his Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Owner for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 7.05. Attorney's Opinion Regarding Supplemental Agreements. The Trustee shall be provided an Opinion of Counsel that any amendments or supplements to the Trust Agreement comply with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF HOLDERS

Section 8.01. Events of Default. If one or more of the following events (herein called “events of default”) shall happen, that is to say:

(a) if default shall be made by the City in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) if default shall be made by the City in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;

(c) if default shall be made by the City in the performance of any of the agreements or covenants required herein to be performed by the City, and such default shall have continued for a period of 60 days after the City shall have been given notice in writing of such default by the Trustee or the Owners of not less than 25% in Aggregate Principal Amount of the 2022 Bonds at the time Outstanding, specifying such default and requiring the same to be remedied, provided, however, if the default stated in the notice can be corrected, but not within the applicable period, such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(d) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property.

Section 8.02. Remedies Upon an Event of Default. Upon the occurrence and continuance of any event of default, the Trustee may, and upon the written request of Owners of not less than 51% of the Aggregate Principal Amount of 2022 Bonds then Outstanding, and upon being indemnified to its satisfaction, shall:

(a) by mandamus, suit, action or proceeding, compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Trust Agreement and the 2022 Bonds, and may require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Trust Agreement and by the Retirement Law.

(b) bring suit upon the defaulted Bonds.

(c) by suit, action or proceeding in equity, enjoin any acts or things which are unlawful, or the violation of any of the Owners’ rights.

(d) by suit, action or proceeding in any court of competent jurisdiction, require the City and its members and employees to account as if it and they were the trustees of an express trust.

Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Owner any plan of reorganization, arrangement, adjustment, or

composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Owner in any such proceeding without the approval of the Owners so affected.

Section 8.03. Application of Revenues and Other Funds After Default. If an event of default shall occur and be continuing, all amounts then held or thereafter received by the Trustee under any of the provisions of this Trust Agreement shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any fees and expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the 2022 Bonds and to the payment of the reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Trust Agreement;

(b) To the payment of the principal and interest then due with respect to the 2022 Bonds (upon presentation of the 2022 Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Trust Agreement, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption and, if the amount available shall not be sufficient to pay in full all the 2022 Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

Section 8.04. Non-Waiver. Nothing in this Article VIII or in any other provision hereof or in the 2022 Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the 2022 Bonds to the respective Owners of the 2022 Bonds at the respective dates of maturity or upon prior redemption as provided herein, or shall affect or impair the right of such Owners, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the 2022 Bonds. A waiver of any default or breach of duty or contract by the Trustee or any Owner shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Owner to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the City, the Trustee and any Owner shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is an Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the 2022 Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

Section 8.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 8.07. Limitation on Owners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 8.01 hereunder; (b) the Owners of at least a majority in Aggregate Principal Amount of all the 2022 Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request shall have been received by, and said tender of indemnity shall have been made to, the Trustee. Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of 2022 Bonds of any remedy hereunder; it being understood and intended that no one or more owners of 2022 Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

Section 8.08. Absolute Obligation of City. Nothing in this Section 8.08 or in any other provision of this Trust Agreement or in the 2022 Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of, premium, if any and interest on the 2022 Bonds to the respective Owners of the 2022 Bonds at their respective due dates as herein provided.

ARTICLE IX
DEFEASANCE

Section 9.01. Discharge of 2022 Bonds.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, and shall pay or provide for the payment of all fees and expenses of the Trustee, then all agreements, covenants and other obligations of the City to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied, except for the City's obligations to the Trustee under Section 6.03 hereof, which shall survive. In such event, the Trustee shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the interest on, principal of, and redemption premium (if any) on, such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities which are not subject to redemption prior to maturity (including any such Defeasance Securities issued or held in book-entry form on the books of the City or the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds.

Section 9.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the 2022 Bonds or interest thereon which remains unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the City (without liability for interest) as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Bonds.

ARTICLE X

MISCELLANEOUS

Section 10.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City, the Trustee and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the City or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 10.02. Successor Is Deemed Included in All References to Predecessor. Whenever herein either the City or any member, officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Trustee, or any member, officer or employee thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the 2022 Bonds at the office of the Trustee.

Any declaration, request, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Trustee or the City in good faith and in accordance therewith.

Section 10.04. Waiver of Personal Liability. No member, officer or employee of the City shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2022 Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

Section 10.05. Acquisition of 2022 Bonds by City. All Bonds acquired by the City, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

Section 10.06. Destruction of Cancelled Bonds. Whenever provision is made for the return to the City of any Bonds which have been cancelled pursuant to the provisions hereof, the Trustee shall destroy such Bonds and, upon request, furnish to the City a certificate of such destruction.

Section 10.07. Content of Certificates. Every Certificate of the City with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the

statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the City may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the City, upon a representation by an officer or officers of the City unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 10.08. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the 2022 Bonds and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 10.09. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the City: City of Porterville
291 North Main Street
Porterville, CA 93257
Attention: City Manager

If to the Trustee: U.S. Bank Trust Company, National Association

Attention: Global Corporate Trust

Section 10.10. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.11. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of

the 2022 Bonds, and the Owners shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The City and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the 2022 Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.12. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 10.13. Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.14. CUSIP Numbers. Neither the Trustee nor the City shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the 2022 Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither City nor the Trustee shall be liable for any inaccuracies in such numbers.

IN WITNESS WHEREOF, the CITY OF PORTERVILLE has caused this Trust Agreement to be signed in its name by the Authorized Representative and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by the officer thereunder duly authorized, all as of the day and year first above written.

CITY OF PORTERVILLE

By: _____
John D. Lollis
City Manager

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

STATE OF CALIFORNIA
TULARE COUNTY

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY 2022 BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

CITY OF PORTERVILLE
PENSION OBLIGATION BONDS, SERIES 2022
(Federally Taxable)

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	August 1, ____	_____, 2022	____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The CITY OF PORTERVILLE, a municipal corporation and general law city duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "City"), for value received hereby, promises to pay to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated as of an Interest Payment Date or following the close of business on the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") to such Interest Payment Date, in which event it shall bear interest from such Interest

Payment Date, or unless this Bond is authenticated prior to the Record Date for the first Interest Payment Date, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable semiannually on each February 1 and August 1, commencing February 1, 2023 (each an "Interest Payment Date"). Interest due on or before the maturity or prior redemption of this Bond shall be payable only by check mailed on the Interest Payment Date by first-class mail to the registered owner hereof; provided that upon the written request of a registered owner of \$1,000,000 or more in aggregate principal amount of 2022 Bonds received by the Trustee (as hereinafter defined) prior to the applicable record date, interest shall be paid by wire transfer in

immediately available funds. The principal hereof is payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Pension Obligation Bonds, Series 2022 (Federally Taxable)" (the "2022 Bonds") in aggregate principal amount of \$_____, all of like tenor and date (except for variations relating to numbers, maturities and interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the "Act") and under and pursuant to the provisions of a trust agreement, dated as of October 1, 2022 (the "Trust Agreement"), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") (copies of which are on file at the Corporate Trust Office of the Trustee).

Under the Trust Agreement, Additional Bonds and other obligations may be issued on a parity with the 2022 Bonds, but subject to the conditions and upon compliance with the procedures set forth in the Trust Agreement. The 2022 Bonds and any bonds or other obligations issued on a parity with the 2022 Bonds are obligations imposed by law payable from funds to be appropriated by the City pursuant to the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended (the "Retirement Law"). Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the 2022 Bonds are issued, the rights of the registered owners of the 2022 Bonds, security for payment of the 2022 Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the 2022 Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the City and the registered owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

Optional Redemption. The 2022 Bonds maturing on or before August 1, ____, are not subject to optional redemption prior to their respective stated maturities. The 2022 Bonds maturing on and after August 1, ____, are subject to optional redemption from any source of available funds of the City, prior to their respective maturities, in whole or in part on any date on or after August 1, ____ upon at least forty-five (45) days prior written notice to the Trustee from the City, at a redemption price equal to the principal amount of the 2022 Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Mandatory Sinking Fund Redemption. The 2022 Bonds maturing on August 1, ____, are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
_____	_____

†Maturity

THE OBLIGATIONS OF THE CITY OF PORTERVILLE HEREUNDER, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF INTEREST AND PRINCIPAL WHEN DUE,

ARE OBLIGATIONS OF THE CITY OF PORTERVILLE IMPOSED BY LAW AND ARE ABSOLUTE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTER CLAIM. NEITHER THE 2022 BONDS NOR THE OBLIGATION OF THE CITY OF PORTERVILLE TO MAKE PAYMENTS ON THE 2022 BONDS CONSTITUTE AN INDEBTEDNESS OF THE CITY OF PORTERVILLE, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This Bond is transferable only on a register to be kept for that purpose at the designated corporate trust agency or operations office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered 2022 Bond or 2022 Bonds in the same aggregate principal amount of authorized denominations will be issued to the transferee in exchange therefor. The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of 2022 Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the City of Porterville has caused this Bond to be executed in its name and on its behalf by the signature of the Mayor and to be countersigned by the signature of the City Clerk of the City of Porterville and has caused this Bond to be dated as of the original issue date specified above.

CITY OF PORTERVILLE

By: _____
Mayor

Countersigned

City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the 2022 Bonds described in the within-mentioned Trust Agreement which has been authenticated on _____, 2022.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a qualified guarantor institution meeting the requirements of membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever.

\$ _____
CITY OF PORTERVILLE
(Tulare County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)

BOND PURCHASE AGREEMENT

_____, 2022

City of Porterville
291 North Main Street
Porterville, CA 93257

Ladies and Gentlemen:

Oppenheimer & Co. Inc. (the "Underwriter") offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with you, the City of Porterville, California (the "City"), which, upon acceptance will be binding upon the City and the Underwriter.

This offer is made subject to written acceptance by the City at or prior to 5:00 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. Upon such acceptance the Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$_____ City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable) (the "Bonds").

The proceeds of the Bonds will be used by the City to (i) finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees Retirement System ("PERS") for the benefit of the City's miscellaneous and safety employees, and (ii) pay the costs of issuance of the Bonds.

The purchase price for the Bonds shall be \$_____ (representing the \$_____.00 aggregate principal amount of the Bonds, and less \$_____ of Underwriter's discount).

The Bonds shall be described in the Preliminary Official Statement (as defined below), except for information permitted to be excluded by the Rule (as defined below), and the Official Statement (as defined below). The Bonds will mature, bear interest at the rate per annum, and be subject to redemption as shown on Exhibit B hereto. The Bonds are being issued pursuant to a Trust Agreement, dated as of August 1, 2022 (the "Trust Agreement"), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

The execution and delivery of the Trust Agreement and the issuance and sale of the Bonds have been approved by resolutions of the City dated April 5, 2022, and _____, 2022 (collectively, the "Resolutions"), and the Bonds shall be as described in, and shall be secured under and pursuant to, the Trust Agreement. The Bonds shall be payable as provided in the Trust Agreement.

The Trust Agreement, the Bonds, the Continuing Disclosure Certificate dated as of the Closing Date (the "Continuing Disclosure Certificate"), executed and delivered by the City, and this Purchase Agreement are referred to collectively herein as the "Legal Documents," and all capitalized terms not otherwise defined herein shall have the meanings as defined in the Trust Agreement.

Pursuant to the City's PERS Agreement, the City Council of the City (the "Council") is obligated to appropriate annually to PERS the amount necessary to pay retirement benefits accruing to City's members of PERS, and to amortize the unfunded accrued actuarial liability with respect to such pension benefits.

The Bonds are absolute and unconditional obligations imposed upon the City by law and enforceable against the City pursuant to the PERS Agreement and are not limited as to payment to any special source of funds of the City.

2. Delivery of the Official Statement and Other Documents.

(a) The City agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the Official Statement dated the date hereof relating to the Bonds (as supplemented and amended from time to time, the "Official Statement") as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The City agrees to deliver the Official Statement within the earlier of (i) seven (7) business days after the execution hereof or (ii) two (2) business days prior to the Closing Date.

(b) The City hereby authorizes the approval of the Official Statement, by execution thereof by a duly authorized officer of the City. By execution of this Purchase Agreement, the City confirms that the Preliminary Official Statement dated _____, 2022 with respect to the Bonds (the "Preliminary Official Statement") was deemed final by the City for purposes of the Rule on the date thereof.

(c) The Underwriter shall give notice to the City on the Closing if any participating underwriter, as such term is defined in the Rule, remains obligated to deliver the Official Statement pursuant to paragraph (b)(4) of the Rule after the Closing. If such notice is given, then the Underwriter shall provide a subsequent notice of the date on which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver the Official Statement pursuant to paragraph (b)(4) of the Rule.

(d) If the Underwriter provides notice pursuant to Section 2(c) hereof that Official Statements are required under the Rule after the Closing, then, until the earlier to occur of the date on which no participating underwriter (as such term is defined in the Rule) remains obligated to deliver the Official Statement pursuant to paragraph (b)(4) of the Rule or ninety (90) days after the Closing (as hereinafter defined), the City shall (i) apprise the Underwriter of all material developments, if any, occurring with respect to the City after delivery of the Bonds to the Underwriter, and (ii) provide the Underwriter with such information regarding the City,

its current financial condition and ongoing operations as the Underwriter may reasonably request.

3. The Closing. At 8:00 a.m., Pacific Daylight time, on _____, 2022, or at such other time or on such earlier or later date as the City and the Underwriter mutually agree, the City and the Trustee will deliver or cause to be delivered to the Underwriter the Bonds in book-entry form through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and the other documents hereinafter mentioned shall be delivered at the offices of Quint & Thimmig LLP in Larkspur, California or at such other location as shall have been mutually agreed upon by the City and the Underwriter. Subject to the terms and conditions hereof, the Underwriter will accept delivery of the Bonds and pay the purchase price thereof by federal funds to the order of the Trustee in an amount equal to the Purchase Price as set forth in Section 1 hereof (which such delivery of and payment for the Bonds is herein called the "Closing," and which such date is herein called the "Closing Date").

The Bonds shall be issued in fully registered form and shall be prepared and delivered as one bond per maturity registered in the name of Cede & Co., as nominee of DTC. It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Purchase Agreement.

4. Public Offering. The Underwriter intends to make an initial bona fide public offering of all of the Bonds at the offering price set forth in Exhibit B. The Underwriter reserves the right to change such initial public offering price or yield as the Underwriter deems necessary following the initial public offering period in connection with the marketing of the Bonds. The City hereby authorizes the Underwriter to use the forms or copies of the Resolutions, the Legal Documents and the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds. The City hereby ratifies and confirms its authorization of the distribution and use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Bonds.

5. City Representations, Warranties and Agreements. The City represents, warrants to and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing:

(a) *Due Organization and Operation; Legal, Valid and Binding Obligations.* The City is a municipal corporation and general law city duly organized and operating pursuant to the Constitution and laws of the State of California and has all necessary power and authority to adopt the Resolutions, and to enter into and perform its duties under the Legal Documents, the Resolutions have been adopted and have not been rescinded, and the Legal Documents, when executed and delivered by the respective parties thereto, will constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles.

(b) *No Conflict.* The adoption of the Resolutions and the execution and delivery of the Legal Documents, and compliance with the provisions thereof, will not in any material respect conflict with, or constitute a breach of or default under, the City's duties under the Legal Documents, the Resolutions or any law, administrative regulation, court decree, resolution, by-laws, loan agreement, trust agreement, indenture, bond, note or other agreement to which the City is subject or by which it or any of its property is bound which such conflict, breach or

default would have a material adverse effect on the financial condition of the City or the ability of the City to perform its obligations under the Legal Documents.

(c) *No Consents Required.* After due inquiry, except as may be required under blue sky or other securities laws of any state, or with respect to any permits or approvals heretofore received which are in full force and effect or the requirement for which is otherwise disclosed in the Official Statement, there is no consent, approval, authorization or other order of, or filing with, or certification by, any governmental authority, board, agency or commission or other regulatory authority having jurisdiction over the City, other than the approval and authorization of the Council, required for the adoption of the Resolutions and execution and delivery of the Legal Documents or the consummation by the City of the other transactions contemplated by the Official Statement, the Resolutions or the Legal Documents, including this Purchase Agreement.

(d) *No Litigation.* There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the knowledge of the City, threatened against the City to restrain or enjoin the delivery of the Bonds, or in any way contesting or affecting the validity of the Legal Documents, the Resolutions or the Bonds, or contesting the powers of the City to enter into or perform its obligations under any of the foregoing, or contesting the accuracy or completeness of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto.

(e) *Preliminary Official Statement Correct and Complete.* The Preliminary Official Statement, as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit (except as permitted by the Rule) to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading except that no representation and warranty is made concerning statements and information relating to DTC or the Book-Entry System.

(f) *Official Statement Correct and Complete.* The Official Statement (excluding the statements and information relating to DTC and the Book-Entry System) does not and (unless amended or supplemented pursuant to Section 5(k) hereof) at all times subsequent hereto to and including the Closing Date will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) *Blue Sky Cooperation.* The City agrees to cooperate with the Underwriter in endeavoring to qualify the Bonds for offering and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may request; provided, that the City shall not be required to take any action which, in the opinion of the Council, would subject the City to jurisdiction, personal or otherwise, in any jurisdiction in which it is not now so subject or to qualify to do business in any jurisdiction where it is not now so qualified.

(h) *Due Approval of Official Statement Distribution.* By official action of the City prior to the execution hereof, the City has duly approved the distribution of the Preliminary Official Statement and the distribution of the Official Statement, has duly adopted the Resolutions and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Legal Documents and the consummation by it of all other transactions contemplated by the Official Statement and the Legal Documents, including this Purchase Agreement.

(i) *No Breach or Default.* Except as described in the Preliminary Official Statement and the Official Statement, the City is not in breach of or in default under any applicable law or

administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject which breach or default would have a material and adverse impact upon the financial condition of the City or on the City's ability to perform its obligations under the Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument. The City is not in default as to the payment of principal or interest with respect to any debt obligation issued by the City or with respect to any debt obligation guaranteed by the City as guarantor.

(j) *Agreement to Notify Underwriter Regarding Official Statement.* The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not affect any such amendment or supplement without the written consent of the Underwriter. The City will advise the Underwriter promptly of the institution of any proceedings known to it seeking to prohibit or otherwise affect the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(k) *Agreement to Amend Official Statement.* If, at any time from the date hereof to and including twenty-five (25) days after the end of the underwriting period, in the reasonable opinion of the Underwriter, the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will prepare an amendment or supplement to the Official Statement; provided that all expenses thereby incurred (including printing expenses) will be paid for by the City.

Unless otherwise notified in writing by the Underwriter on or prior to the date of the Closing, the City may assume that the "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 under the Securities and Exchange Act of 1934 is the date of the Closing. In the event such notice is given in writing by the Underwriter, the Underwriter agrees to notify the City in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12 for the Bonds. The "end of the underwriting period" as used in the Purchase Agreement shall mean the Closing Date or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

(l) *Amendments to Official Statement Correct and Complete.* If the information contained in the Official Statement is amended or supplemented pursuant to the immediately preceding subparagraph, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date twenty-five (25) days after the end of the underwriting period, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will be true and correct in all material respects and such information will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the information therein, in the light of the circumstances under which it was made, not misleading except that no representation and warranty is made concerning statements and information relating to DTC or the Book-Entry System. If at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 2(c) hereof that Official Statements are no longer required to be delivered; and (ii) twenty-five (25) days after the end of the underwriting period, any event occurs with respect to the City as a result of which the Official Statement as then amended or supplemented might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall promptly notify the Underwriter in writing of such event. Any information supplied by

the City for inclusion in any amendment or supplement to the Official Statement will not contain any untrue statement of a material fact relating to the City or omit to state any material fact relating to the City necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information relating to DTC or the Book-Entry System.

(m) *City Financial Statements.* The financial statements of, and other financial information regarding, the City in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the operations of the City as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied. Except as disclosed in the Preliminary Official Statement and the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any material adverse change in the financial condition of the City since June 30, 2021, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(n) *Compliance with Continuing Disclosure.* Except as disclosed in the Preliminary Official Statement, the City is, and at all times during the previous five years has been, in material compliance with all of its prior continuing disclosure undertakings under the Rule, and at or prior to the Closing Date, the City will undertake pursuant to the Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events. The form of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

(o) *Limitation on Issuance.* Except as disclosed in the Official Statement, or in the ordinary course of business, the City will not, prior to the Closing, offer or issue any bonds, notes or other obligations for borrowed money payable from the General Fund of the City.

6. Conditions to the Obligations of the Underwriter. The Underwriter has entered into the Purchase Agreement in reliance upon the representations, warranties and agreements of the City contained herein, the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing, the performance by the City of its obligations hereunder and the opinion of Quint & Thimmig LLP, Bond Counsel to the City ("Bond Counsel"), counsel to the Trustee, counsel to the City and counsel to the Underwriter described hereafter. Accordingly, the Underwriter's obligations under the Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon and subject to (i) the performance by the City and the Trustee of their obligations to be performed hereunder and under such documents and instruments as shall reasonably be requested by the Underwriter or its counsel at or prior to the Closing and (ii) the accuracy in all material respects, in the reasonable judgment of the Underwriter, of the representations and warranties of the City herein as of the date hereof and as of the time of the Closing Date, and shall also be subject to the following additional conditions:

(a) *Bring-down of Representations.* The representations, warranties and agreements of the City contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date.

(b) *Default Judgment.* Copies of the default judgment, dated _____, 2022, entered in favor of the City in connection with *City of Porterville v. All Persons Interested, etc.*, Case No. _____, filed in the Superior Court of California for the County of Tulare (the "Default Judgment").

(c) *Authorization, Execution and Delivery of Documents.* At the Closing, the Legal Documents, the Bonds and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter, with only such changes as shall have been agreed to in writing by the Underwriter, and said agreements shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and each shall be in full force and effect.

(d) *No Amendment of Official Statement.* At the Closing, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter.

(e) *Marketability Adversely Affected.* In the reasonable judgment of the Underwriter, between the date hereof and the Closing or the ability of the Underwriter to enforce contracts for the sale of the Bonds, the market price or the marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected by reason of any of the following:

(1) **Legislation, Judicial Decisions or Rulings.** An amendment to the Constitution of the United States or the Constitution of the State of California shall have been passed or legislation enacted, introduced in the Congress or in the legislature of the State of California or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) Regarding State Tax Exemption – by or on behalf of the State of California or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of imposing California personal income taxation upon payments of the general character of the interest as would be received by the owners of the Bonds; or

(ii) Regarding Federal or State Tax Rates – by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or by or on behalf of the State of California or the California Franchise Tax Board, with the purpose or effect, directly or indirectly, of changing the federal or State of California income tax rates, respectively; or

(iii) Regarding Securities Registration Exemption – by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Agreement Act of 1939, as amended;

(2) **War.** The declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of an act of terrorism or any other national emergency or calamity or the escalation thereof relating to the effective operation of the government or the financial community in the United States;

(3) **Banking Moratorium.** The declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or a material disruption in commercial banking or securities settlement or clearance services;

(4) **Securities Exchange Restrictions.** Trading generally shall have been suspended or materially limited on or by the New York Stock Exchange or other national securities exchange, or the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) **Regarding Federal Securities Laws.** An order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the execution, delivery, offering or sale of obligations of the general character of the Bonds, or the execution, delivery, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of any federal securities law as amended and then in effect;

(6) **Official Statement Untrue or Incomplete.** Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (regardless of whether or not a supplement to the Official Statement is prepared pursuant to Sections 5(k) or 5(l));

(7) **Negative Rating Action.** Any nationally recognized statistical rating agency shall downgrade, suspend or withdraw (or announce their intent to downgrade, suspend or withdraw) any rating of the Bonds, or shall issue (or announce their intent to issue) any negative qualification with respect to the Bonds) (such as being placed on “credit watch” with negative implications or “negative outlook” or any similar qualification);

(8) **Pending SEC Action.** Any proceeding shall be pending or threatened by the SEC against the City; or

(9) **Market Disruption.** A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred.

(10) **Litigation.** Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Resolutions, the Legal Documents or the existence or powers of the City with respect to its obligations under the Legal Documents.

(f) At or prior to the Closing, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter and its counsel:

(1) **Opinion of Bond Counsel.** The approving opinion of Bond Counsel in substantially the form included as Appendix G to the Official Statement, dated the date

of Closing, addressed to the City (with a reliance letter to the Underwriter and the Trustee);

(2) **Supplemental Opinion of Bond Counsel.** A supplemental opinion of Bond Counsel in substantially the form attached hereto as Exhibit A;

(3) **Opinion of City Attorney.** An opinion of the City Attorney, dated the date of Closing, in form and substance satisfactory to the Underwriter, addressed to the City, the Trustee and the Underwriter, to the effect that:

(i) Due Organization and Existence – the City is a public entity duly organized and validly existing under the Constitution and the laws of the State of California;

(ii) Due Adoption – the Resolutions approving the issuance and sale of the Bonds and authorizing the execution and delivery of the Legal Documents and approving the Official Statement were duly adopted at meetings of the Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and have not been modified, amended or rescinded;

(iii) No Litigation – except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the City, which would materially and adversely impact the City's ability to complete the transactions described in and contemplated by the Official Statement or in any way contesting or affecting the validity of the Legal Documents or the Bonds;

(iv) No Conflict – the execution and delivery of the Legal Documents, the approval of the Official Statement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject;

(v) Due Authorization, Execution and Delivery; Legal, Valid and Binding Agreements – the Legal Documents have been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles and by the limitations on legal remedies imposed on actions against cities in the State of California; and

(vi) No Consents Required – Official Statement, Legal Documents – no authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the Council, is required for the valid authorization, execution and delivery of the Legal Documents and the approval of the Official Statement.

(4) **Opinion of Trustee's Counsel.** The opinion of counsel to the Trustee, dated the date of Closing, addressed to the City and the Underwriter, to the effect that:

(i) The Trustee is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Agreement, and to perform its obligations under the Agreement.

(ii) The execution and delivery by the Trustee of the Trust Agreement, and its performance of its obligations under the Trust Agreement, have been and are as of the date hereof duly authorized by all necessary corporate action.

(iii) No approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by the Trustee of the Trust Agreement.

(iv) The Trust Agreement has been duly executed and delivered by the Trustee and constitutes the valid and legally binding obligation of the Trustee enforceable against it in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law).

(5) **Letter of Disclosure Counsel.** The negative assurance letter of Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel to the City ("Disclosure Counsel"), dated the Closing Date and addressed to the City and the Underwriter, to the effect that based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as Disclosure Counsel, without assuming any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement nor making any representation regarding independent verification of the accuracy, completeness or fairness of any of the statements contained in the Official Statement, such counsel advises that during the course of such representation of the City as disclosure counsel on this matter, no information has come to their attention which would lead them to believe that the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement and the Official Statement as of its date or as of the date of Closing (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained in the Official Statement, the information in Appendices B, C, D, E and F, the information about book-entry or DTC or the Book Entry system included therein, as to which no opinion or view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(6) **Opinion of Underwriter's Counsel.** The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Underwriter's Counsel"), dated the Closing Date and addressed to the Underwriter, in form and substance satisfactory to the Underwriter.

(7) **City No Litigation Certificate.** A certificate, dated the date of Closing, signed by a duly authorized official of the City satisfactory in form and substance to the Underwriter, to the effect that no action, suit or proceeding is pending or, to the best of his or her knowledge, threatened against the City (a) to restrain or enjoin the execution or delivery of any of the Bonds or the Legal Documents, (b) in any way contesting or affecting the validity of the Bonds, the Legal Documents, or the authority of the City to enter into the Legal Documents, (c) in any way contesting or affecting the powers of the City in connection with any action contemplated by the Official Statement or the Purchase Agreement, (d) in anyway contesting the accuracy or completeness of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (e) in any way materially affecting the ability of the City to perform its obligations under the Legal Documents.

(8) **Legal Documents.** A copy of each of the Legal Documents.

(9) **Official Statement.** A copy of the Official Statement.

(10) **Trustee Resolution.** A copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Bonds and the Trust Agreement.

(11) **Trustee's Representations, Warranties and Agreements.** At the time of and as a condition to Closing, the Trustee, subject to the limitations provided herein, will represent, warrant to and agree with the Underwriter pursuant to a certificate, dated the date of Closing, that as of the date of Closing:

(i) Due Organization and Existence - the Trustee is duly organized and existing as a national banking association duly organized and existing under the laws of the United States of America having the full power and authority to enter into and perform its duties under the Trust Agreement and to execute and deliver the Bonds to the Underwriter pursuant to the terms of the Trust Agreement;

(ii) Due Authorization; Valid and Binding Obligations - the Trustee is duly authorized to enter into the Trust Agreement;

(iii) No Conflict - the execution and delivery by the Trustee of the Trust Agreement, and compliance with the terms thereof, will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Trustee is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties, which conflict, breach or default would materially adversely affect the ability of the Trustee to perform its obligations under the Trust Agreement or (except with respect to the lien of the Trust Agreement) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Trustee;

(iv) Consents - exclusive of federal or state securities laws and regulations, other than routine filings required to be made with governmental agencies in

order to preserve the Trustee's authority to perform a trust business (all of which routine filing, to the best of the Trustee's knowledge, have been made), no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee is or will be required for the execution and delivery by the Trustee of the Trust Agreement or the execution and delivery of the Bonds; and

(v) No Litigation – to the Trustee's knowledge, there is no litigation pending or threatened against or affecting the Trustee to restrain or enjoin the Trustee's participation in, or in any way contesting the powers of the Trustee with respect to, the transactions contemplated by the Bonds and the Trust Agreement.

(12) **Resolutions.** Copies of the Resolutions, adopted by the City and certified by the City Clerk, authorizing the execution and delivery of the Legal Documents;

(13) **City Bring-Down Certificate.** A certificate of an authorized officer of the City, dated the date of Closing, confirming as of such date the representations and warranties of the City contained in the Purchase Agreement;

(14) **Rating.** Evidence from S&P Global Ratings that the Bonds have been rated “___” by such agency;

(15) **CDIAC Notices.** Evidence of required filings with the California Debt and Investment Advisory Commission;

(16) **Validation.** A copy of the validation judgment; and

(17) **Miscellaneous.** Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel, Disclosure Counsel and Underwriter's Counsel may reasonably request to evidence compliance with legal requirements, the truth and accuracy, as of the time of Closing, of the representations and warranties contained herein and in the Official Statement and the due performance or satisfaction by the Trustee and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

(g) All matters relating to the Purchase Agreement, the Bonds and the sale thereof, the Official Statement, the Legal Documents and the consummation of the transactions contemplated by the Purchase Agreement shall have been approved by the Underwriter and counsel for the Underwriter, such approval not to be unreasonably withheld.

If the conditions to the Underwriter's obligations contained in the Purchase Agreement are not satisfied or if the Underwriter's obligations shall be terminated for any reason permitted by the Purchase Agreement, the Purchase Agreement shall terminate and neither the Underwriter nor the City shall have any further obligations hereunder, except that the respective obligations of the City and the Underwriter set forth in Paragraph 8 hereof (relating to expenses) hereof shall continue in full force and effect.

7. Expenses.

(a) The City shall pay or cause to be paid from the proceeds of the Bonds or other funds available to it the expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of printing and distribution of the Official Statement in reasonable

quantities and all other documents (other than as set forth in the next succeeding paragraph) prepared in connection with the transactions contemplated hereby, including distribution costs and all mailing, including overnight and express delivery, costs; (ii) the fees and disbursements of the Trustee in connection with the execution and delivery of the Bonds; (iii) the fees and disbursements of Bond Counsel, Disclosure Counsel, Wulff Hansen & Co., as Municipal Advisor to the City, and any other experts or consultants retained by the City in connection with the transactions contemplated hereby; and (vi) expenses incurred on behalf of the City's employees which are incidental to the issuance of the Bonds, including, but not limited to, meals, transportation, and lodging.

(b) The Underwriter shall pay, which shall be included in the expense component of the Underwriter's discount: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the fees and expenses of Underwriter's Counsel, including their fees in connection with the qualification of the Bonds for sale under the Blue Sky or other securities laws and regulations of various jurisdictions; (iii) California Debt and Investment Advisory Commission fees; and (iv) all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds, including CUSIP fees.

8. Notices.

(a) *Underwriter.* Any such notice or other communication to be given to the Underwriter may be given by delivering the same to the Underwriter, Oppenheimer & Co. Inc., 580 California Street, Suite 2300, San Francisco, CA 94104, Attention: Municipal Capital Markets Group.

(b) *City.* Any notice or communication to be given the City under the Purchase Agreement may be given by delivering the same to the City of Porterville, 291 North Main Street, Porterville, CA 93257, Attention: City Manager.

All notices or communications hereunder by any party shall be given and served upon each other party.

9. Parties in Interest; Force and Effect. The Purchase Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof.

All representations, warranties and agreements of the City or the Underwriter pursuant to the Purchase Agreement, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to the Purchase Agreement; or (iii) termination of the Purchase Agreement but only to the extent provided by the last paragraph of Paragraph 6 hereof, regarding preconditions of Closing.

10. Counterparts. The Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

11. Governing Law. The Purchase Agreement shall be governed by the laws of the State of California.

12. Entire Agreement. The Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the

benefit of the City and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any right hereunder or by virtue hereof.

13. Headings. The headings of the paragraphs of the Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

14. Unenforceable Provisions. If any provision of the Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperable or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of the Purchase Agreement invalid, inoperative or unenforceable to any extent whatsoever.

15. Role of Underwriter. The City acknowledges and agrees that: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriter, as an underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; and (v) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

16. Effectiveness. The Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Finance Director of the City or his or her designee and shall be valid and enforceable at the time of such acceptance and acknowledgment.

OPPENHEIMER & CO. INC., as
Underwriter

By _____
Authorized Officer

Accepted:

CITY OF PORTERVILLE

By _____
City Manager

Time of Execution: _____

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

Oppenheimer & Co. Inc.
580 California Street, Suite 2300
San Francisco, CA 94104

\$ _____
City of Porterville
(Tulare County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)
(Supplemental Opinion)

Ladies and Gentlemen:

This opinion is addressed to you, as underwriter, pursuant to Section 6(f)(2) of the Purchase Agreement, dated _____, 2022 (the "Purchase Agreement"), between Oppenheimer & Co. Inc. (the "Underwriter") and the City of Porterville (the "City"), providing for the purchase of \$ _____ aggregate principal amount of the City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable) (the "Bonds"). The Bonds are being issued by the City under the provisions of Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and a Trust Agreement, dated as of August 1, 2022 (the "Trust Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as trustee. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement, and if not defined in the Trust Agreement, in the Purchase Agreement.

In addition to the opinions set forth in our final legal opinion (the "Bond Opinion") concerning the validity of the Bonds and certain other matters, dated the date hereof and addressed to the City, and based on and subject to the matters referred to in such Bond Opinion (which are hereby incorporated herein by reference), and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

1. The Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

2. The Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State.

3. The information contained in the Official Statement on the cover and under the captions "THE BONDS" (excluding any information relating to DTC and its book-entry system), "SECURITY FOR THE BONDS," "VALIDATION," "TAX MATTERS," APPENDIX A—SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT, APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE and APPENDIX G—FORM OF BOND COUNSEL OPINION, to the extent they purport to summarize certain provisions of the Bonds, the Trust Agreement, the Continuing Disclosure Certificate, the Default Judgment and the form and content of Bond Counsel's approving opinion with respect to the treatment of interest on the Bonds under State or federal law, are accurate in all material respects.

This letter is delivered to and for the sole benefit of the above addressees, is issued for the sole purpose of the transaction specifically referred to herein, and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. The provision of this opinion to you shall not create any attorney-client relationship between our firm and the Underwriter. This opinion may not be relied upon by any other person, firm, corporation or other entity without our prior written consent, and we have no obligation to update this opinion.

EXHIBIT B

MATURITIES, RATES, YIELDS, PRICES AND REDEMPTION PROVISIONS

\$ _____
CITY OF PORTERVILLE
(Tulare County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)

MATURITY SCHEDULE

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------

T Term Maturity

Optional Redemption. The Bonds maturing on or before August 1, ____, are not subject to optional redemption prior to their respective stated maturities. The Bonds maturing on and after August 1, ____, are subject to optional redemption from any source of available funds of the City, prior to their respective maturities, in whole or in part on any date on or after August 1, ____ (the "Par Call Date"), upon at least forty-five (45) days prior written notice to the Trustee from the City, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 2041, are also subject to mandatory sinking fund redemption on August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Sinking Fund
Redemption Date
(August 1)

Principal
Amount to be
Redeemed

†Maturity

CONTINUING DISCLOSURE CERTIFICATE

This CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the CITY OF PORTERVILLE (the "City") in connection with the issuance by the City of its \$_____ City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable) (the "Bonds"). The Bonds are being issued pursuant to a trust agreement, dated as of August 1, 2022 (the "Trust Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The City covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth above and, in the Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 1, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently March 31 based on the City's fiscal year end of June 30).

"Dissemination Agent" shall mean, initially, _____ or any successor Dissemination Agent designated in writing by the City and a written acceptance of such designation of which has been filed with the then current Dissemination Agent.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the City as its official fiscal year period under a certificate of the City filed with the Trustee.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Oppenheimer & Co. Inc. the original underwriter of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

"Significant Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2023, with the report for fiscal year 2021-22 provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Significant Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or prior to the annual filing deadline for Annual Reports provided for in Section 3 above, financial information

and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the Official Statement, as follows:

- (i) general fund revenue sources by type (over \$1,000,000);
- (ii) combined annual contribution (City's share and employees' share) to the Public Employees Retirement System; and
- (iii) adopted general fund budget.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Significant Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of security holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a financial obligation of the City or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or other obligated person, any of which affect security holders, if material; or

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City or other obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Significant Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Significant Event. Notwithstanding the foregoing, notice of Significant Events described in subsection (a)(viii) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Trust Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a) (xv) of this Section 5 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law. The City intends that the words used in paragraphs (xv) and (xvi) and the definition of "financial obligation" to have the meanings ascribed thereto in SEC Release No. 34-83885 (August 20, 2018) or any further guidance or release provided by the SEC.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds.

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

The Dissemination Agent shall not be obligated to enter into any amendment increasing or affecting its duties or obligations hereunder.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Significant Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Significant Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to

include any information in any Annual Report or notice of occurrence of a Significant Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Significant Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) Article IX of the Trust Agreement is hereby made applicable to this Disclosure Certificate as if this Disclosure Certificate were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Bonds and shall create no rights in any other person or entity.

Date: _____, 2022

CITY OF PORTERVILLE

By _____
John D. Lollis
City Manger

ACKNOWLEDGED:

_____, as Dissemination Agent

By _____
Authorized Officer

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Porterville

Name of Issue: \$_____ City of Porterville (Tulare County, California) Pension
Obligation Bonds, Series 2022 (Federally Taxable)

Date of Issuance: _____, 2022

NOTICE IS HEREBY GIVEN that the Obligor has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate, dated _____, 2022, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

_____, as Dissemination Agent

By _____
Title _____

FORM OF FINAL OPINION OF BOND COUNSEL

[Letterhead of Quint & Thimmig LLP]

August __, 2022

City of Porterville
291 North Main Street
Porterville, California 93257

OPINION: \$_____ City of Porterville (Tulare County, California) Pension Obligation Bonds,
Series 2022 (Federally Taxable)

Members of the City Council:

We have acted as bond counsel to the City of Porterville (the “City”) in connection with the issuance by the City of \$_____ principal amount of City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable) (the “Bonds”), pursuant to the provisions of Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the “Act”), a Trust Agreement, dated as of August 1, 2022, by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trust Agreement”), and resolutions adopted by the City Council of the City on April 5, 2022, and _____, 2022 (collectively, the “Resolutions”). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Trust Agreement, the Resolutions and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The City is duly created and validly existing as a general law city and municipal corporation with power to enter into the Trust Agreement, to perform the agreements on its part contained therein and to issue the Bonds.

2. The Bonds constitute legal, valid and binding obligations of the City enforceable in accordance with their terms and payable solely from the sources provided therefor in the Trust Agreement.

3. The Trust Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

4. Interest on the Bonds is includible in gross income for federal income tax purposes.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Trust Agreement may be subject to the bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

FORM OF LETTER OF DISCLOSURE COUNSEL

[Letterhead of Quint & Thimmig LLP]

_____, 2022

City of Porterville
291 North Main Street
Porterville, CA 93257

Oppenheimer & Co. Inc.
580 California Street, Suite 2300
San Francisco, CA 94104

Re: \$_____ City of Porterville (Tulare County, California) Pension Obligation Bonds, Series
2022 (Federally Taxable)

Ladies and Gentlemen:

We have acted as disclosure counsel to the City of Porterville (the "City") in connection with the issuance by the City of \$_____ aggregate principal amount of the bonds of the City designated the "City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable)" (the "Bonds"), pursuant to the provisions of Articles 9 and 11 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act") and other applicable provisions of law, that certain trust agreement, dated of August 1, 2022, by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trust Agreement"), and resolutions adopted by the City Council of the City on April 5, 2022, and _____, 2022 (collectively, the "Resolutions"). This letter is being delivered by us in our capacity as disclosure counsel to the City and not as counsel to any other addressee hereof. Capitalized terms used in this letter and not otherwise defined herein have the meanings given to them in the Trust Agreement.

In connection with this letter, we have reviewed the Resolutions, the Trust Agreement, Preliminary Official Statement, dated _____, 2022 (the "Preliminary Official Statement"), and the Official Statement, dated _____, 2022 (the "Official Statement"), which describe the Bonds, the Trust Agreement and the Resolutions, and such other records, opinions and documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed. In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and with your permission are assuming, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above (including the accuracy of all factual matters represented and legal conclusions contained therein, including (without limitation) representations and legal conclusions regarding the due authorization, issuance, delivery, validity and enforceability of the Bonds). We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

Based on and subject to the foregoing, and in reliance thereon, we advise that the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and that the

Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as disclosure counsel to the City, we have reviewed certain documents as described above and have participated in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. Based on our review of documents and our participation in the above-mentioned conferences, and with the assumptions described in the second preceding paragraph, we advise you that, during the course of our assistance in the preparation of the Preliminary Official Statement and the Official Statement, no facts have come to the attention of the attorneys in our firm rendering legal services in connection with such representation that caused us to believe that the Preliminary Official Statement as of its date or the Official Statement, as of July 12, 2022, and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that we express no opinion or belief with respect to: (i) the expressions of opinion, the assumptions, the projections, the financial statements or other financial, numerical, economic, demographic or statistical data contained in the Preliminary Official Statement and the Official Statement, (ii) any CUSIP numbers or information relating thereto contained in the Preliminary Official Statement and the Official Statement, (iii) any information contained in the appendices to the Preliminary Official Statement and the Official Statement, (iv) any information with respect to The Depository Trust Company and its book entry system for the Bonds contained or incorporated in the Preliminary Official Statement and the Official Statement, (v) any information incorporated by reference into the Preliminary Official Statement and the Official Statement, (vi) information with respect to the rating on the Bonds and the rating agency referenced in the Preliminary Official Statement and the Official Statement, and (vii) compliance by the City with its obligations to provide notices of the events described in Part (b)(5)(i)(C) of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended (the "Rule") or to file annual reports described in Part (b)(5)(i)(A) of the Rule, which compliance we have not reviewed pursuant to your direction).

During the period from the dates of the Preliminary Official Statement and the Official Statement to the date of this letter, except for our review of the certificates and opinions regarding the Preliminary Official Statement and the Official Statement delivered on the date hereof, we have not undertaken any procedures or taken any actions which were intended or likely to elicit information concerning the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement. We also advise you that the preceding paragraph is not an opinion but, rather, in the nature of negative observations based on certain limited activities performed by specific lawyers in our firm in our role as disclosure counsel to the City. The scope of those activities performed by us for purposes of delivering this letter were inherently limited and do not purport to encompass all activities necessary for compliance with applicable securities laws. In addition, the performance of those activities by us required our reliance upon third-party representations, warranties, certifications and opinions, including and primarily, representations, warranties and certifications made by the City, and are otherwise subject to the conditions set forth herein.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur, and our engagement with respect to this matter has terminated as of the date hereof.

Very truly yours,



PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

NEW ISSUE—BOOK-ENTRY ONLY

RATING:

S&P: “_____”

See “RATING” herein.

In the opinion of Quint & Thimmig LLP, Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See “TAX MATTERS” herein. *Interest on the Bonds is not excludable from gross income of the owners thereof for federal income tax purposes.*



\$ _____ *
CITY OF PORTERVILLE
(Tulare County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)

Dated: Date of Delivery

Due: August 1, as shown on the inside cover

The \$ _____ * City of Porterville (Tulare County, California) Pension Obligation Bonds, Series 2022 (Federally Taxable) (the “Bonds”), are being issued by the City of Porterville (the “City”) pursuant to Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, a trust agreement, dated as of August 1, 2022 (the “Trust Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), and resolutions of the City Council of the City adopted on April 5, 2022, and _____, 2022.

Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing February 1, 2023. Principal is payable on the dates set forth below. The Bonds are being issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. Individual purchases of interests in the Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers of such interests will not receive securities representing their interests in the Bonds. Payments of principal of and interest on the Bonds are payable by the Trustee directly to DTC, which is obligated in turn to remit such principal and interest to DTC Participants for subsequent disbursement to the Beneficial Owners of the Bonds, as described herein.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued to (a) finance all or a portion of the City’s unfunded accrued actuarial liability to the California Public Employees’ Retirement System for the benefit of the City’s miscellaneous and safety employees, and (b) pay the costs of issuance of the Bonds, all as more fully described herein. See “FINANCING PLAN” herein

For the purpose of paying the principal of and interest on the Bonds, the City Council of the City is obligated, under the Trust Agreement, to take such actions annually as are necessary or appropriate to cause the debt service on the Bonds due in any fiscal year to be included in the budget for such fiscal year and to make the necessary annual appropriations therefor from any legally available funds, including the City’s General Fund, to ensure that sufficient sums are available to pay the annual principal of and interest on the Bonds as the same shall become due. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

A reserve fund will not be funded for the Bonds.

THE BONDS CONSTITUTE THE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF THE CITY, PAYABLE FROM ALL LEGALLY AVAILABLE FUNDS OF THE CITY; HOWEVER, NO OTHER SPECIFIC SOURCE OF REVENUES OR OTHER FUNDS OF THE CITY ARE PLEDGED, NOR IS THE CITY OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION TO MAKE PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS. THE BONDS ARE NOT SUBJECT TO ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE CITY HAS COVENANTED IN THE TRUST AGREEMENT TO PUNCTUALLY PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS IN STRICT CONFORMITY WITH THE TERMS OF THE TRUST AGREEMENT AND OF THE BONDS, AND TO FAITHFULLY OBSERVE AND PERFORM ALL THE AGREEMENTS AND COVENANTS TO BE OBSERVED OR PERFORMED BY THE CITY CONTAINED IN THE TRUST AGREEMENT AND IN THE BONDS.

The following firm, serving as municipal advisor to the Town, has structured this issue:



WULFF, HANSEN & Co.
ESTABLISHED 1931

MATURITY SCHEDULE

SEE THE INSIDE COVER

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds will be offered when, as and if issued, and received by the purchaser thereof, subject to the approval as to their legality by Quint & Thimmig LLP, Larkspur, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by Quint & Thimmig LLP, Larkspur, California, Disclosure Counsel, and by the City Attorney. Certain legal matters will be passed on for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery through the book-entry facilities of DTC on or about August __, 2022.



Dated: _____, 2022

*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

\$ _____ *

CITY OF PORTERVILLE
(Orange County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)

MATURITY SCHEDULE

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP† Suffix</u>
---------------------------------------	------------------------------------	---------------------------------	---------------------	---------------------	---------------------------------

\$ _____ % Term Bonds Maturing August 1, _____; Price: _____, to Yield _____%—CUSIP†: _____

*Preliminary, subject to change.

† Copyright 2022, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, operated by Standard & Poor's. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Global Services. CUSIP numbers have been assigned by an independent company not affiliated with the City and are included solely for the convenience of the registered owners of the Bonds. Neither the City nor the Underwriter is responsible for the selection or uses of these CUSIP numbers and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the delivery of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

\$ _____ *

CITY OF PORTERVILLE
(Tulare County, California)
Pension Obligation Bonds, Series 2022
(Federally Taxable)

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the duly appointed City Manager of the City of Porterville (the "City"), and as such is duly authorized to execute and deliver this Certificate and further hereby certifies and confirms on behalf of the City as follows:

(1) This Certificate is delivered in connection with the offering and sale of the captioned bonds (the "Bonds"), in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule");

(2) In connection with the offering and sale of the Bonds, there has been prepared a preliminary official statement (the "Preliminary Official Statement");

(3) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds; and

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final by the City within the meaning of the Rule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this ____ day of _____, 2022.

CITY OF PORTERVILLE

By _____
 John D. Lollis
 City Manager

 *Preliminary, subject to change.

City of Porterville
Pension Obligation Bonds
Pro Forma Validation Timeline as of 3/17/22

Document / Event	Estimated Date	Comment
Adoption of Bond Resolution and approval of Trust Agreement	04/05/22	Resolution adopted prior to validation action
Summons and Complaint	04/19/22	Beginning of validation proceedings to occur <u>within 60 days</u> of the adoption of the Resolution
Application for Order of Publication	04/19/22	Filed same day as summons and complaint
Clerk Declaration in Support of Application for Order of Publication	04/19/22	Filed same day as application for order of publication
Order of Publication	04/29/22	Court will grant after review of summons, complaint, application for order of publication, and clerk declaration in support
1st Publication	05/09/22	Publication to begin once order of publication is received. Publication must occur once a week for three successive weeks pursuant to GC §6063
2nd publication	05/16/22	Week two
3rd publication	05/23/22	Week three
17 days period after final publication to answer complaint	06/09/22	Jurisdiction is complete 17 days after the completion of publication of the summons pursuant to GC §6063
Declaration of Publication	06/11/22	Filed once jurisdiction is complete
Attorney Declarations of No Opposition	06/11/22	Filed once jurisdiction is complete
Memorandum of Points and Authorities in Support of Entry of Default Judgment	06/11/22	Filed once jurisdiction is complete
Proposed Judgment	06/11/22	Filed once jurisdiction is complete
Signed Judgment	06/25/22	Court grants Judgment after review of memorandum of points and authorities and a hearing
Approval of POS and BPA and Final Issuance	06/14/22	
Passive Validation	07/25/22	30 days after Judgment is entered
Mail POS	07/26/22	
Bond Sale	08/05/22	
Closing	08/19/22	



BEST PRACTICES

Sustainable Funding Practices for Defined Benefit Pensions and Other Postemployment Benefits (OPEB)

Governments should ensure that the costs of DB pensions and OPEB are properly measured and reported, and that governments sponsor or participate in DB pension plans, or that offer OPEB, to contribute the full amount of their actuarially determined contribution (ADC) each year.

The fundamental financial objective of government employers that offer defined benefit (DB) pensions and other postemployment benefits (OPEB) to their employees is to fund the long-term cost of the benefits promised to participants. It is widely acknowledged that the appropriate way to attain reasonable assurance that benefits will remain sustainable is for a government to accumulate resources for future benefit payments in a systematic and disciplined manner during the active service life of the benefiting employees.

Long-term funding is accomplished through contributions from the employer and employee, and from investment earnings, which typically provide the largest component of funding. Contributions often are expressed as a percentage of active member payroll, which should remain approximately level from one year to the next. A funding policy for benefits offered codifies the government's commitment to fund benefit promises based on regular actuarial valuations. Creating a funding policy that embodies this funding principle is a prudent governance practice and helps achieve intergenerational equity among those who are called on to financially support the benefits, thereby avoiding the transfer of costs into the future.

GFOA recommends that government officials ensure that the costs of DB pensions and OPEB are properly measured and reported. Sustainability requires governments that sponsor or participate in DB pension plans, or that offer OPEB, to contribute the full amount of their actuarially determined contribution (ADC) each year. Failing to fund the ADC during recessionary periods impairs investment returns by providing inadequate funds to invest when stock prices are low. As a result, long-term investment performance will suffer and ultimately require higher contributions.

Public officials and associated trustees should, at a minimum, adhere to the following best practices for sustaining DB pension plans and OPEB, as applicable:

1. Adopt a funding policy with a target funded ratio of 100 percent or more (full funding). The funding policy should provide for a stable amortization period over time,[1] with parameters provided for making changes based on specific circumstances. The amortization period for the unfunded actuarial accrued liability should be consistent with the funding policy.
2. Discuss the funding and amortization methods with the government's actuary and select the one most closely aligned with the government's funding policy. The actuarial funding method selected is a key component of the funding policy for the offered benefits. [2] Some funding methods may result in greater variation in the ADC (the portion of the present value of projected benefits that is attributable to the current period) than others. Governments should take measures to reduce the volatility in the ADC in order to create a more predictable operating budget and enhance their ability to meet their funding obligations.
3. The funding policy should stipulate that employer and employee contributions are to be made at regular intervals, with the contribution amount determined by the results of a recent actuarial valuation of the system. To ensure that this objective can be achieved, the funding policy should be integrated with investment and asset allocation policies. Reductions or postponements in collecting the ADC would typically be inconsistent with the assumptions made in computing the ADC. When contributions fall below the ADC, the

board of trustees should prepare a report that analyzes the effect of the underfunding and distribute that report to all stakeholders.

4. Have a qualified actuary prepare an actuarial valuation [3] at least biennially, in accordance with generally accepted actuarial principles. Each valuation should include a gain/loss analysis that identifies the magnitude of actuarial gains and losses, based on variations between actual and assumed experience for each major assumption.
5. Have an actuarial experience study [4] performed at least once every five years and update actuarial assumptions as needed. Assumptions that should be carefully reviewed include the long-term return on assets, salary growth, inflation, mortality tables, age eligibility, and any anticipated changes in the covered population of plan participants. As part of this review, assess the overall risk of the assumptions to ensure that what may have been determined to be an acceptable level of risk in any one area has not been compounded.
6. Have an independent actuary perform a comprehensive actuarial audit of the actuarial valuations [5] at least once every five to eight years. The purpose of such a review is to provide an independent assessment of the reasonableness of the actuarial methods and assumptions in use and the validity of the resulting actuarially computed contributions and liabilities. Actuarial assumptions should be carefully reviewed, discussed with outside experts (including investment advisors), and explicitly approved by the governing body.
7. Communicate plan status and activities by preparing and widely distributing a comprehensive annual financial report covering the retirement system, and distribute summary information to all plan participants. The comprehensive annual financial report should be prepared following GFOA's guidance for the preparation of a public-employee retirement system comprehensive annual financial report.

GFOA recommends the following options to reduce ADC volatility:

1. *Smoothing returns on assets.* Smoothing investment returns over several years recognizes that investment portfolio performance fluctuates, and only by coincidence

will it exactly equal the assumed actuarial rate of return for any given year. This approach reduces the volatility within the calculation of the ADC. A smoothing period is used to balance the need for a longer-term investment horizon with the short-term market fluctuations in the value of assets. While the smoothing period is typically about five years, it can be longer, if controls are in place to assure that any variation between the market value and actuarial value of assets does not become too large. A common approach is to establish corridors around the market value of assets that stipulate the maximum percentage by which the actuarially smoothed value will be allowed to deviate from actual market value. Once a smoothing method is established, the governing board should adhere to it and avoid making arbitrary changes to the methodology.

2. Diversifying the investment portfolio to reduce volatility in investment returns.

Diversifying assets across and within asset classes is a fundamental risk management tool that also has the effect of reducing the fluctuations in ADC volatility. Although annual changes in the ADC are affected by numerous factors, the most significant is usually investment return. Retirement systems should periodically conduct asset-liability studies for use in reviewing their asset allocation policies. The risk of investment strategies should also be assessed as well as an evaluation of any management fees associated with investment strategies utilized. [7]

3. Managing investment returns long term. Because the investment return assumption is an average long-term expected rate of return, excess earnings in any one year will likely be offset by lower-than-expected rates of return in a future year. Thus, any program that is derived from an excess-earnings concept is detrimental to the funded status of the plan.

4. Managing growth in liabilities. All benefit increases for members and beneficiaries should be carefully considered, appropriately approved, and consistent with applicable Internal Revenue Service requirements. Whether cost of living adjustments (COLAs), benefit formula enhancements, or postretirement benefit increases, a clear strategy should be developed that integrates benefit enhancements with the funding policy. Further, all benefit enhancements and COLAs should be actuarially valued and presented to the appropriate governing bodies before they are adopted so the effect of the benefit enhancements on the fund's actuarial accrued liability, funded ratio, and contribution rates is fully understood. This step will help ensure that the goals of fully funding

member benefits and financial sustainability are achieved. If a benefit enhancement is being considered, a source of funding should be identified that can support the enhancement over the long term.

To further ensure sustainable funding practices, design the plan to prevent calculation abuses of retirement benefit enhancements such as salary spiking, and any other ethical violations. These violations can create negative public perceptions that are harmful to all participants and can adversely affect the sustainability of the system. Policies to safeguard against ethical violations and benefit calculation abuses should be considered.

Notes:

1. GFOA recommends that a pension funding policy use a fixed (closed) amortization method so that the entire liability would be fully amortized at the end of a set duration, e.g., 25 years. See GFOA Best Practice, *Core Elements of a Funding Policy*
2. The use of projected unit credit method typically would not be consistent with the goal of level funding.
3. See GFOA's Best Practice on *Procuring Actuarial Services*
4. The purpose of an actuarial valuation is 1) to determine the amount of actuarially determined contributions (i.e., an amount that, if contributed consistently and combined with investment earnings, would be sufficient to pay promised benefits in full over the long-term) and 2) to measure the plan's funding progress.
5. An actuarial experience study reviews the differences between a plan's assumed and actual experience over multiple years (typically 3 to 5), with the goal of examining the trends related to actual experience and recommending changes to assumptions, if needed.
6. Because the reliability of an actuarial valuation depends on the use of reasonable methods and assumptions, a comprehensive audit of the actuarial valuations is conducted to review the appropriateness of the actuarial methods, assumptions, and their application.

7. See GFOA's Best Practice on *Asset Allocation for Defined Benefit Plans*

References:

- *Financing Retirement System Benefits*, Richard G. Roeder, GFOA, 1987.
- *Pension Accounting and Reporting, Second Edition*, William R. Schwartz, GFOA, 1995.
- *Guidelines for the Preparation of a Public Employee Retirement System Comprehensive Annual Financial Report*, Stephen Gauthier, GFOA, 1996.
- *An Elected Officials Guide to Public Retirement Plans*, Cathie G. Eitelberg, GFOA, 1997.
- *A Guide for Selecting Pension Actuarial Consultants: Writing RFPs and Evaluating Proposals*, Robert Pam, GFOA, 1999.
- *Public Pension Systems – Operational Risks of Defined Benefit and Related Plans and Controls Investment Policy Checklist for Pension Fund Assets*, GFOA, May 2003.
- GFOA Best Practice, *Asset Allocation for Defined Benefit Plans*

Board approval date: Friday, January 22, 2016

Refinancing CalPERS Unfunded Liability Using Pension Obligation Bonds



June 7, 2021

Presented by:



Overview of CalPERS System

➤ Overview

- Most public agencies in California participate in the CalPERS retirement system to fund retirement benefits for their employees.
- CalPERS is the largest Public Retirement System in the United States.
- The City of Porterville participates in this Pooled Retirement System.
- The City pays into the system an annual deposit based on a percentage of payroll which, when invested by CalPERS at an assumed rate of return (currently assumed to be 7.00%) and added to the cash deposited, is actuarially designed to provide sufficient funds to pay required retirement benefits to its employees.

➤ Normal Cost CalPERS Payment

- The payment to CalPERS consists of two components, the normal cost and (if necessary) a scheduled payment toward the Unfunded Accrued Liability (UAL).
- The normal cost is the total amount that a CalPERS actuary has determined should be charged in a given year to all plan participants and its employees to complement the years investment earnings such that all benefits paid, and all administrative costs are covered.
- This collected amount is invested by CalPERS.

➤ CalPERS Investment Performance

- If actual investment performance does not meet the assumed rate of return needed for an employer to fund its long-term actuarial retiree obligations, or if an employer does not make sufficient contributions to its CalPERS fund, the resulting shortfall is calculated and allocated to the employer in the form of its Unfunded Accrued Liability (UAL).

Overview of CalPERS System

➤ Unfunded Accrued Liability (UAL)

- When a shortfall/UAL is calculated, it becomes an obligation of the City and the City accrues an annual cost on the balance in amount of CalPERS target rate of return (currently 7%), which is added to the existing UAL.
- This cost represents the return that CalPERS assumes it could have earned on the additional funds had the agency fully funded its retirement plans.

➤ Schedule of UAL Payments

- CalPERS gives each participating employer an amortization schedule to pay down its UAL obligation to CalPERS over a period of years.
- The schedule for the City of Porterville's UAL currently runs through fiscal year 2045-46.

➤ Future Performance

- If investment performance exceeds CalPERS' expected rate, the net benefit is credited to pay down the existing UAL. If the employer has no current UAL, it remains as a credit balance to pay future UAL.
- If investment performance is less than the expected rate, the shortfall is added to the UAL or creates a new UAL which is amortized in the payment schedule along with the previously existing balance.

➤ Obligation

- The UAL is an obligation similar in many ways to other long-term liabilities. It is legally enforceable and has a mandatory payment schedule, although its terms can be more flexible than those of a bond.
- It is effectively a debt with the annual interest cost calculated at CalPERS' assumed rate of return (7%) on the unpaid balance, plus the amount necessary to amortize the principal over the provided time frame, and the investment community regards it as such.

Porterville UAL Balance

The City has six retirement plans at CalPERS. The projected UAL balances of the three plans are summarized here:

Miscellaneous	\$ 35,544,596*
Safety	19,290,842*
Safety Police Second Tier	57,295*
Safety Fire Second Tier	50,077*
PEPRA Safety Police	119,994*
PEPRA Safety Fire	58,719*
Total	\$ 55,121,523

Bolded plans would be addressed in the proposed financing, non-bolded plans have minimal UAL balances and would not be included in the financing due to the limited benefits to the City.

**Projected balances as of June 30, 2022 are taken from CalPERS' Actuarial Valuation Report to the City of Porterville dated July 2020, based on audited figures as of June 30, 2019 – CalPERS will verify these balances when a closing date is established for the City's anticipated issuance.*

Solutions to fund CalPERS Unfunded Accrued Liabilities (UAL)

- 1) Continue to pay CalPERS based on existing 24-year amortization schedule, or other shorter-term schedules, as outlined in the CalPERS report.**
- 2) Pay off the UAL in part or in full with surplus funds of the City and/or participate in and fund a Section 115 Trust Reserve (or other Trust Reserve), as appropriate.**
- 3) Pay off the UAL in part or in full using proceeds from the issuance of either a Lease Revenue Bond (requires collateral in a Lease-leaseback structure) or a General Fund secured Pension Obligation Bond (requires judicial validation).**

Validation

Article XVI, Section 18 of the California Constitution (the "debt limit") prohibits Cities, County, and certain other government entities from entering into indebtedness or liability that in any year exceeds the income and revenue provided for such year unless the local agency first obtains two-thirds voter approval for the obligation. This obligation to obtain voter-approval can be avoided if it meets any of exceptions listed below:

1. Lease Exception
2. Special Funds Exception
3. **Obligation Imposed by Law Exception (Validation Proceeding)**

Courts have determined that indebtedness to finance an obligation which is imposed by law is not subject to the debt limit. The theory is that the obligation is involuntary, and therefore it would be meaningless to put the question to the voters. Pension obligation bonds payable from an issuer's general fund are based on the theory that the payment of the unfunded liability to the issuer's pension plan is an "obligation imposed by law" which is, therefore, not subject to the constitutional debt limit. Because of limited case law authority on this exception to the debt limit, a judicial validation action is required in order to establish the validity of the obligation.

The validation action generally requires approximately 45 to 60 days from the date of filing and can be run concurrently with other work on the financing so that little additional time is required. Validation also has been considered crucial by the rating agencies, which generally require the 30-day appeal period to run before closing the bond issue. A typical pension obligation financing, including the validation action, takes roughly four to five months.

Using Pension Obligation Bonds to Pay Down UAL

- ***If the current UAL is paid in full, future CalPERS investment performance will determine whether additional UAL is created in the future. Should CalPERS fail to achieve its projected rate of return, the shortfall will cause the creation of a new UAL.***
- Conversely, should CalPERS achieve higher-than-expected returns, the excess would be credited to the employer's fund and is thus available to offset any future increases in the UAL caused by subsequent underperformance in a given year.
- There is no possible way to eliminate the potential for future UAL to accrue due to underperformance of CalPERS other than exiting the CalPERS system entirely.
- There is investment risk in increasing the funded ratios on CalPERS plans. When CalPERS has additional funds to invest, they have the potential to underperform their projected return on those newly invested funds. Substantial underperformance by CalPERS after an increase in a plan's funded ratio could increase the plan's UAL overall. Conversely, when CalPERS outperforms its projections, the newly invested funds receive that benefit. Pension Obligation Bonds can generate savings for issuers when their cost of funds (projected to be between 3-3.5%) is less than CalPERS targeted performance (calculated by CalPERS to be 7%), over a time horizon that is equal to term of the POBs (e.g., 20 years). Historical CalPERS performance is shown on slide 6.
- The anticipated bond structure could create enhanced resiliency for the City to absorb new UAL that may be generated by future CalPERS underperformance. This would be done by setting aside the savings or a portion thereof.
- Payoff solutions allows entities to pay down liabilities presently owed, with the potential ability to save money in the future by reducing further interest expense on the obligation. Eliminating today's UAL is in no way a means of eliminating the risk of future underperformance by CalPERS.

Overview of CalPERS Recent Investment Performance

Annualized Investment Returns*

(for FY end 6/30)

1 year.	4.7%
3 years	6.6%
5 years	6.3%
10 years	8.5%
20 years	5.5%
30 years	8.0%

* Time-weighted rate of return net of investment expenses

Total Fund Market Value & Fund Returns by Fiscal Year**

(for FY end 6/30)

	(in billions)	(%)
2020	\$392.5	4.7%
2019	\$372.6	6.7%
2018	\$354.0	8.6%
2017	\$326.4	11.2%
2016	\$302.0	0.6%
2015	\$301.9	2.4%
2014	\$300.3	18.4%
2013	\$257.9	13.2%
2012	\$233.4	0.1%
2011	\$237.5	21.7%

* Public Employees' Retirement Fund (PERF)

** Time-weighted rate of return net of investment expenses

Source: CalPERS ([Facts at a Glance - Investment & Pension Funding, 2019-20 \(ca.gov\)](#))

Porterville – UAL Annual Pay-down

Payments have been made in lump sum for FY2020-21. FY2021-22 payments are anticipated to be made by the City in July of 2021. If no action is taken, future payments will continue annually based on the payment schedules provided by CalPERS.

Shown below are the City's scheduled UAL payments to CalPERS for FY2022-23 on its Miscellaneous Plan and Safety Plan:

Miscellaneous Plan	\$ 3,262,541*
Safety Plan	1,581,693*
Total	\$ 4,844,234

**Estimated per CalPERS for FY 2022-23 in CalPERS' Actuarial Valuation Report to the City of Porterville dated July 2020, based on audited figures as of June 30, 2019.*

Current CalPERS Amortization Schedule

CalPERS debt service projections are as provided to the City by CalPERS in July 2020 based on the June 30, 2019 actuarial valuation. CalPERS actuarial valuations are public information and figures were obtained directly from CalPERS. Moreover, CalPERS' projected amortization schedules assume that there are no future plan changes, no further changes in assumptions other than those recently approved, and no liability gains or losses. Such changes can have a significant impact on required contributions. **CalPERS projections are subject to change and significant uncertainty.** For further information about this uncertainty and the associated risks, please refer to the CalPERS Annual Valuation Report.

Payment schedules shown are the current CalPERS amortization schedules for the Miscellaneous Plan and Safety Plan.

The City of Porterville	Current CalPERS Amortization Schedule		
	Safety	Miscellaneous	Totals
Fiscal Year			
2021-22	To be Paid in July '21		-
2022-23	1,581,693	3,262,541	4,844,234
2023-24	1,686,621	3,388,669	5,075,290
2024-25	1,792,952	3,545,714	5,338,666
2025-26	1,847,482	3,643,221	5,490,703
2026-27	1,896,434	3,235,328	5,131,762
2027-28	1,946,732	3,324,300	5,271,032
2028-29	1,998,413	3,415,718	5,414,131
2029-30	2,051,515	3,509,653	5,561,168
2030-31	2,106,079	3,606,162	5,712,241
2031-32	2,162,139	3,258,603	5,420,742
2032-33	2,128,654	3,225,065	5,353,719
2033-34	2,091,743	2,983,468	5,075,211
2034-35	2,017,644	2,885,575	4,903,219
2035-36	1,893,369	2,733,504	4,626,873
2036-37	1,678,080	2,475,363	4,153,443
2037-38	1,003,208	2,324,236	3,327,444
2038-39	855,834	2,162,925	3,018,759
2039-40	738,119	2,048,153	2,786,272
2040-41	664,377	1,978,730	2,643,107
2041-42	467,025	1,494,321	1,961,346
2042-43	462,545	1,636,257	2,098,802
2043-44	374,180	713,359	1,087,539
2044-45	190,439		190,439
2045-46	12,959		12,959
Total	33,648,236	60,850,865	94,499,101
# of Payments	24	22	

Estimated Sources and Uses of Funds

Numbers were run on May 19, 2021 at current market rates.

All figures are preliminary, estimated, and subject to change.

POB proceeds will be used to prepay the City's unfunded actuarial liability to PERS for its Miscellaneous Plan and Safety Plan.

Delivery Date Expenses are budgeted numbers that will be updated as the transaction progresses. Any funds remaining in the Delivery Date Expense Fund six month after closing will be applied to the Debt Service Fund

Debt Service Potential Savings Analysis The City of Porterville Taxable Pension Obligation Bonds, Series 2021	
Estimated Sources & Uses	
	21-year POB
Sources	
Par Amount	55,515,000
Total Sources	55,515,000
Uses	
Project Fund Deposits	
Miscellaneous Plan	35,544,596
Safety Plan	19,290,842
Total Project Fund	54,835,438
Delivery Date Expenses	
Estimated Cost of Issuance	318,715
Underwriter's Discount	360,848
Total Delivery Date Expenses	679,562
Total Uses	55,515,000
Dated Date	9/22/2021
Delivery Date	9/22/2021

Estimated POB Debt Service

POB proceeds will be used to prepay the City's unfunded actuarial liability to PERS for its Miscellaneous Plan and Safety Plan.

Refunding POB debt service projections were prepared by Wulff, Hansen & Co. and are estimated based on current market conditions as of May 19, 2021 and are subject to change.

Debt Service Potential Savings Analysis				
The City of Porterville				
Taxable Pension Obligation Bonds, Series 2021				
Estimated New Bonds Debt Service				
Fiscal Year	21-year POB			Estimated Debt Service
	Principal	Interest Rate	Interest	
2021-22	-		-	-
2022-23	2,035,000	0.50%	1,751,395	3,786,395
2023-24	2,700,000	0.60%	1,318,583	4,018,583
2024-25	2,985,000	0.80%	1,298,543	4,283,543
2025-26	3,165,000	1.25%	1,266,821	4,431,821
2026-27	2,850,000	1.50%	1,225,665	4,075,665
2027-28	3,040,000	1.95%	1,174,650	4,214,650
2028-29	3,250,000	2.20%	1,109,260	4,359,260
2029-30	3,475,000	2.45%	1,030,941	4,505,941
2030-31	3,715,000	2.60%	940,078	4,655,078
2031-32	3,520,000	2.70%	844,263	4,364,263
2032-33	3,550,000	2.85%	746,155	4,296,155
2033-34	3,370,000	2.95%	645,860	4,015,860
2034-35	3,300,000	3.05%	545,828	3,845,828
2035-36	3,125,000	3.15%	446,284	3,571,284
2036-37	2,745,000	3.25%	352,459	3,097,459
2037-38	1,995,000	3.35%	274,436	2,269,436
2038-39	1,750,000	3.60%	209,520	1,959,520
2039-40	1,580,000	3.60%	149,580	1,729,580
2040-41	1,490,000	3.60%	94,320	1,584,320
2041-42	850,000	3.60%	52,200	902,200
2042-43	1,025,000	3.60%	18,450	1,043,450
Total:	55,515,000		15,495,288	71,010,288

Potential Savings from POB

CalPERS debt service projections are as provided to the City by CalPERS in July 2020 based on the June 30, 2019 actuarial valuation. Moreover, CalPERS' projected amortization schedules assume that there are no future plan changes, no further changes in assumptions other than those recently approved, and no liability gains or losses. Such changes can have a significant impact on required contributions. **CalPERS projections are subject to change and significant uncertainty.** For further information about this uncertainty and the associated risks, please refer to the CalPERS Annual Valuation Report.

Refunding bond debt service projections are estimated based on market conditions as of May 19, 2021. If refunding bonds are issued, their future debt service requirements will be fixed as of the date of issuance and will not be subject to change during the life of the bond issue.

Net Present Value Savings (\$)	\$17,074,030
Net Present Value Savings (%)	31.14%

Fiscal Year	Potential Cash Flow Savings (24-years)		
	CALPERS Current Amortization Schedule	21-year POB Proposed Debt Service	Potential Savings
2021-22	<i>Paid in July '21</i>	-	-
2022-23	4,844,234	3,786,395	1,057,839
2023-24	5,075,290	4,018,583	1,056,708
2024-25	5,338,666	4,283,543	1,055,124
2025-26	5,490,703	4,431,821	1,058,882
2026-27	5,131,762	4,075,665	1,056,097
2027-28	5,271,032	4,214,650	1,056,382
2028-29	5,414,131	4,359,260	1,054,871
2029-30	5,561,168	4,505,941	1,055,227
2030-31	5,712,241	4,655,078	1,057,164
2031-32	5,420,742	4,364,263	1,056,480
2032-33	5,353,719	4,296,155	1,057,564
2033-34	5,075,211	4,015,860	1,059,351
2034-35	4,903,219	3,845,828	1,057,392
2035-36	4,626,873	3,571,284	1,055,589
2036-37	4,153,443	3,097,459	1,055,984
2037-38	3,327,444	2,269,436	1,058,008
2038-39	3,018,759	1,959,520	1,059,239
2039-40	2,786,272	1,729,580	1,056,692
2040-41	2,643,107	1,584,320	1,058,787
2041-42	1,961,346	902,200	1,059,146
2042-43	2,098,802	1,043,450	1,055,352
2043-44	1,087,539	-	1,087,539
2044-45	190,439	-	190,439
2045-46	12,959	-	12,959
Total	94,499,101	71,010,288	23,488,813

Questions?



Recent California POB Issuances

*Approximately
\$5.9 billion in par
amount of
pension obligation
bonds have been
issued or are in
process of being
issued in
California since
the beginning of
2020 .*

Issuer

Central Marin Police Authority
Oceano Community Services District
San Benito County Water District
Willows
Corte Madera
Manhattan Beach
Palos Verdes Library District
Huntington Beach
Orange
Chula Vista
Downey
Monterey Park
Bonita Sunnyside Fire Protection District
El Cajon
Orange County
Lake Valley Fire Protection District
Coast Community College District
La Puente
Penn Valley Fire Protection District
Ukiah
Coachella
California Earthquake Authority
Gardena
Butte County
Placentia
Arcadia
Torrance
Borrego Springs Fire Protection District
Azusa
Town of Fairfax
Pomona
San Bernardino
Kensington Police Protection and Community Services District
El Monte
North County Fire Protection District
Carson
El Monte
Riverside
Inglewood
Grass Valley
Montebello
Ontario
Larkspur
Riverside County
Richardson Bay Sanitary District
Pasadena
Orange County

Source: State Treasurer's Office

▼ Sale Date ▼	▼ Issuer County ▼	▼ Principal Amount ▼	▼ Debt Type ▼
6/11/2021	Marin	30,000,000	Pension obligation bonds
5/19/2021	San Luis Obispo	1,100,000	Public enterprise revenue bond
5/17/2021	San Benito	3,016,000	Public enterprise revenue bond
5/13/2021	Glenn	10,380,000	Pension obligation bonds
5/7/2021	Marin	25,000,000	Pension obligation bonds
4/2/2021	Los Angeles	90,000,000	Pension obligation bonds
4/1/2021	Los Angeles	6,100,000	Pension obligation bonds
3/17/2021	Orange	363,645,000	Pension obligation bonds
3/3/2021	Orange	286,485,000	Pension obligation bonds
2/11/2021	San Diego	350,025,000	Pension obligation bonds
2/9/2021	Los Angeles	113,585,000	Pension obligation bonds
2/2/2021	Los Angeles	106,335,000	Pension obligation bonds
2/1/2021	San Diego	5,127,000	Public enterprise revenue bond
1/13/2021	San Diego	147,210,000	Pension obligation bonds
1/5/2021	Orange	484,800,000	Pension obligation bonds
1/1/2021	El Dorado	10,952,522	Public enterprise revenue bond
12/15/2020	Orange	2,280,000	Pension obligation bonds
12/3/2020	Los Angeles	8,517,708	Certificates of participation/leases
12/1/2020	Nevada	1,037,884	Certificates of participation/leases
12/1/2020	Mendocino	49,875,000	Certificates of participation/leases
11/19/2020	Riverside	17,590,000	Pension obligation bonds
11/12/2020	State of California	300,000,000	Public enterprise revenue bond
11/10/2020	Los Angeles	101,490,000	Pension obligation bonds
11/6/2020	Butte	9,160,000	Pension obligation bonds
10/29/2020	Orange	52,950,000	Certificates of participation/leases
10/27/2020	Los Angeles	90,000,000	Pension obligation bonds
10/14/2020	Los Angeles	349,515,000	Certificates of participation/leases
10/1/2020	San Diego	1,874,111	Public enterprise revenue bond
9/17/2020	Los Angeles	70,075,000	Pension obligation bonds
9/16/2020	Marin	9,402,000	Certificates of participation/leases
8/13/2020	Los Angeles	219,890,000	Pension obligation bonds
7/15/2020	San Bernardino	19,850,000	Pension obligation bonds
6/18/2020	Contra Costa	4,544,000	Pension obligation bonds
6/18/2020	Los Angeles	21,000,000	Certificates of participation/leases
6/11/2020	Monterey	20,305,000	Pension obligation bonds
6/10/2020	Los Angeles	108,020,000	Pension obligation bonds
6/9/2020	Los Angeles	118,725,000	Pension obligation bonds
6/4/2020	Riverside	432,165,000	Pension obligation bonds
6/2/2020	Los Angeles	101,620,000	Pension obligation bonds
6/1/2020	Nevada	18,311,000	Pension obligation bonds
5/27/2020	Los Angeles	153,425,000	Pension obligation bonds
5/12/2020	San Bernardino	236,585,000	Pension obligation bonds
4/30/2020	Marin	18,295,000	Pension obligation bonds
4/22/2020	Riverside	719,995,000	Pension obligation bonds
2/28/2020	Marin	2,383,000	Pension obligation bonds
2/5/2020	Los Angeles	131,800,000	Pension obligation bonds
1/7/2020	Orange	463,895,000	Pension obligation bonds

Presentation on CalPERS Unfunded Accrued Liabilities



November 3, 2021
Audit Committee Meeting

Table of Contents

- Overview of CalPERS System
- Review of Porterville Retirement Plans
- CalPERS Performance
- Pension Optimization Strategies
- Pension Obligation Bond

Overview of CalPERS System

Overview

- Most public agencies participate in the CALPERS retirement system to fund retirement benefits for their employees.
- CalPERS is the largest Public Retirement System in United States.
- The City of Porterville participates in this pooled retirement system.
- The City pays into the system an annual deposit based on a percentage of payroll. When invested by CalPERS at an assumed rate of return (6.8% as of Oct. 1, 2021, was 7% before that) and added to the cash deposited, is actuarially designed to provide sufficient funds to pay required retirement benefits to its employees.

Normal Cost CalPERS Payment

- The payment to CalPERS consists of two components, the normal cost and (if necessary) a scheduled payment toward the Unfunded Accrued Liability (UAL).
- The normal cost is the total amount that a CalPERS actuary has determined should be charged in a given year to all plan participants and its employees to complement the years investment earnings such that all benefits can be paid, and all administrative costs are covered.
- This collected amount is invested by CalPERS.

Overview of CalPERS System

CalPERS Investment Performance

- If actual investment performance does not meet the assumed rate of return needed for an employer to fund its long-term actuarial retiree obligations, or if an employer does not make sufficient contributions to its CalPERS fund, the resulting shortfall is calculated and allocated to the employer in the form of its Unfunded Accrued Liability (UAL).

Unfunded Accrued Liability (UAL)

- When a shortfall/UAL is calculated, it becomes an obligation of the City and the City accrues an annual cost on the balance in amount of CalPERS target rate of return (currently 6.8%), which is added to the existing UAL.
- This cost represents the return that CalPERS assumes it could have earned on the additional funds had the agency fully funded its retirement plans.

Schedule of UAL Payments

- CalPERS gives each participating employer an amortization schedule to pay down its UAL obligation to CalPERS over a period of years.
- The schedule for the City of Porterville's UAL currently runs through fiscal year 2045-46.

Overview of CalPERS System

Future Performance

- If investment performance exceeds CalPERS' expected rate, the net benefit is credited to pay down the existing UAL. If the employer has no current UAL, it remains as a credit balance to pay future UAL.
- If investment performance is less than the expected rate, the shortfall is added to the UAL or creates a new UAL which is amortized in the payment schedule along with the previously existing balance.

Debt-like Obligation

- The UAL is an obligation similar in many ways to other long-term liabilities. It is legally enforceable and has a mandatory payment schedule, although its terms can be more flexible than those of a bond.
- It is effectively a debt with the annual interest cost calculated at CalPERS' assumed rate of return (6.8%) on the unpaid balance, plus the amount necessary to amortize the principal over the provided time frame.
- UALs are treated as a debt-like obligation by the investment community.

Review of Porterville Retirement Plans

Pension Plan	Total Accrued Liability	Market Value of Assets	Unfunded Accrued Liability	% Funded
Miscellaneous	\$ 108,421,112	\$ 71,067,927	\$ 37,353,185	65.5%
Safety	78,107,079	57,271,166	20,835,913	73.3%
Safety Police Second Tier	825,752	746,912	78,840	90.5%
Safety Fire Second Tier	684,366	616,378	67,988	90.1%
PEPRA Safety Police	1,448,729	1,290,281	158,488	89.1%
PEPRA Safety Fire	705,776	629,340	76,436	89.2%
Total	\$ 190,192,814	\$ 131,622,004	\$ 58,570,850	69.2%

Definitions:

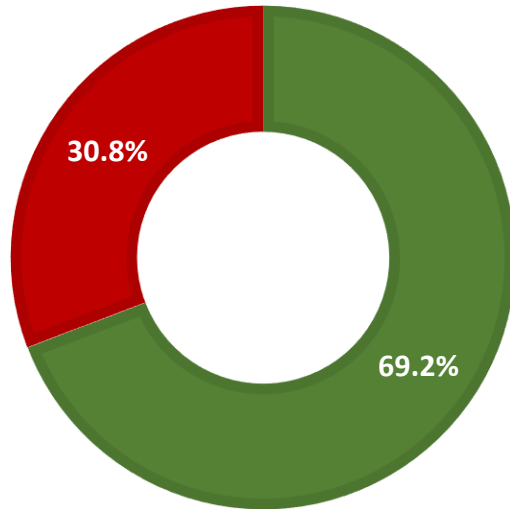
- Total Accrued Liability → What You Need
- Market Value of Assets → What You Have
- Unfunded Accrued Liability → What You Owe

*Source: CalPERS July 2021 Actuarial Valuation Report -
Figures shown are the latest available audited figures
for FYE 2020*

Review of Porterville Retirement Plans

PENSION PLANS

- Market Value of Assets (What You Have)
- Unfunded Accrued Liability (What You Need)



Source: CalPERS July 2021 Actuarial Valuation Report -
Figures shown are the latest available audited figures
for FYE 2020

Total Pension Obligations

\$ 190.19 million

Pension Assets

\$ 131.62 million

Shortfall (UAL)

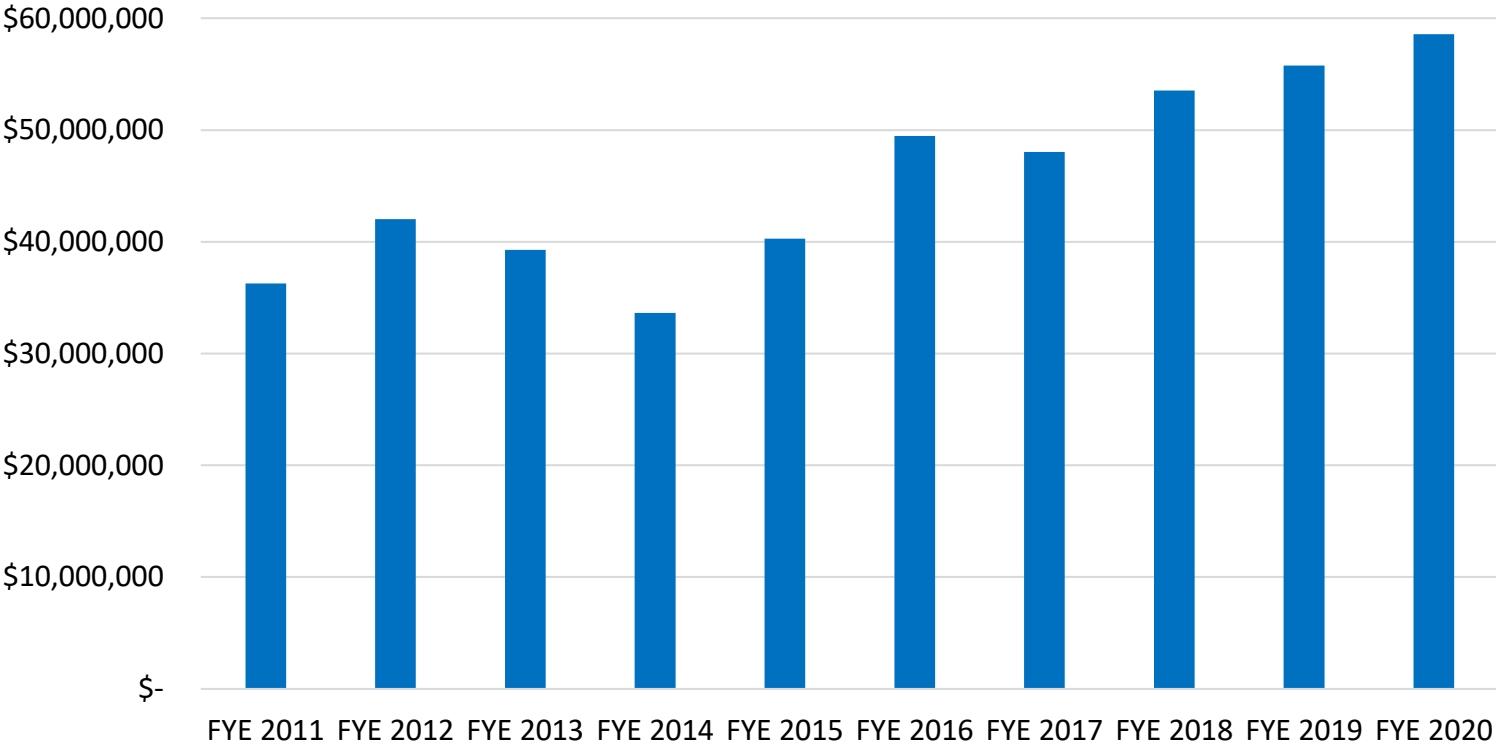
\$ 58.57 million

Shortfall (UAL) = DEBT

- Owed to CalPERS
- Amortized over time (currently 26 years)
- Accrues interest at CalPERS assumed rate of return (currently 6.8%)
- Total interest to be charged on Shortfall through FY2045-46 is estimated by CALPERS to be \$44,124,053
- UAL is the City's most expensive debt by a wide margin

Review of Porterville Retirement Plans

Shortfall (UAL) For the Six Porterville CalPERS Plans



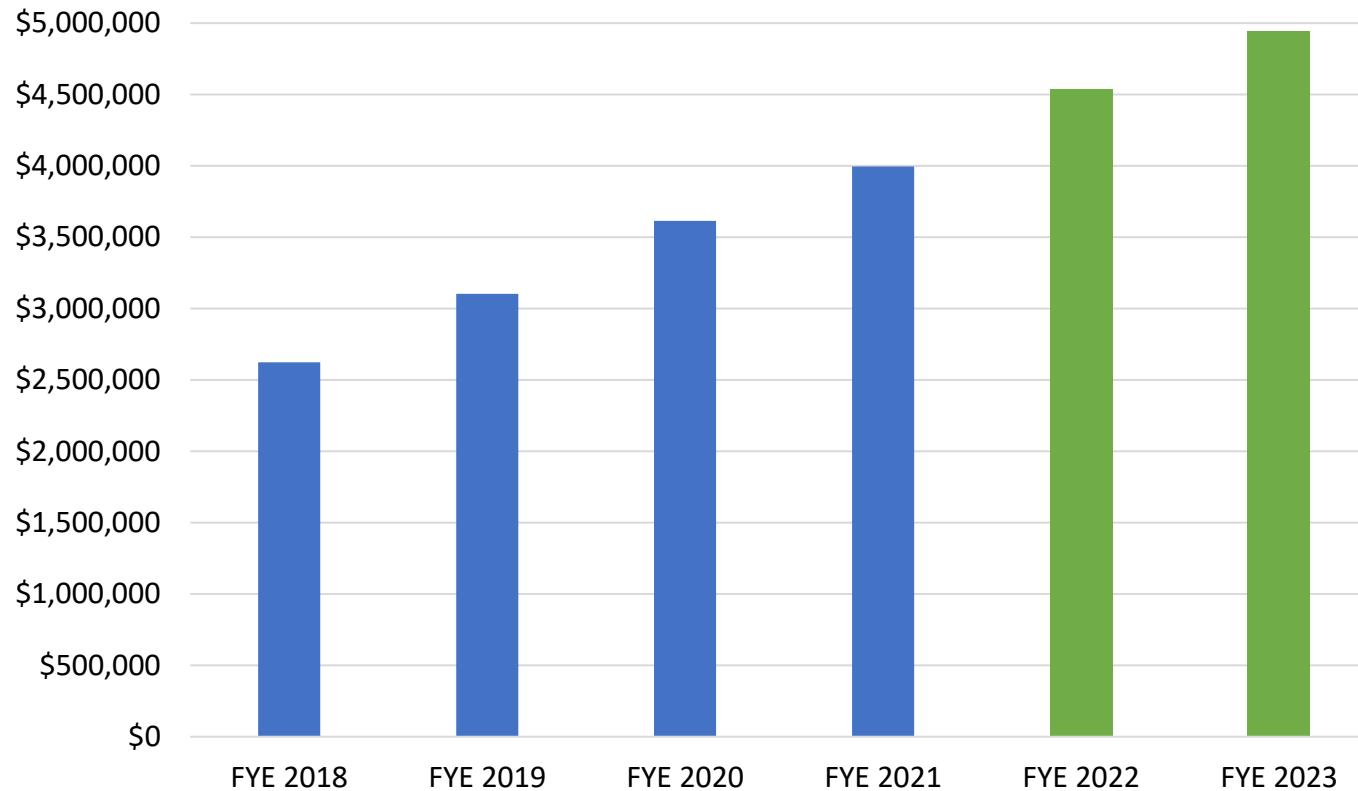
Source: CalPERS July 2021 Actuarial Valuation Report

UAL Growth Over Time:

- Principal Amount of Shortfall (UAL) has grown by \$22.3 million since FYE 2011
- This liability grew despite the City making its annual UAL payment in the amount indicated by CalPERS

Review of Porterville Retirement Plans

Growth of UAL Payments
For the Six Porterville CalPERS Plans



Source: CalPERS July 2021 Actuarial Valuation Report

UAL Payment Growth Over Time:

- Annual UAL payments are growing rapidly and are projected to continue to grow
- From FYE 2018 to FYE 2023, annual UAL payments are projected to grow by \$2.3 million (an increase of 88%)
- As a comparison, Normal Cost Payments are based on a percentage of payroll and are thus relatively level on annual basis, which produces a predictable cash flow

CalPERS Performance

Annualized Investment Returns* (for FYE 6/30)

1 year.	4.7%
3 years	6.6%
5 years	6.3%
10 years	8.5%
20 years	5.5%
30 years	8.0%

* Time-weighted rate of return net of investment expenses

- CalPERS manages pension investments
- City bears all investment risk
- Failure by CalPERS to achieve target investment returns does not relieve the City from pension benefits guarantees to employees and retirees
- City's cash (UAL payments) makes up investment return shortfalls

Total Fund Market Value & Fund Returns by Fiscal Year* (for FYE 6/30)

	(in billions)	(%)
2020	\$392.5	4.7%
2019	\$372.6	6.7%
2018	\$354.0	8.6%
2017	\$326.4	11.2%
2016	\$302.0	0.6%
2015	\$301.9	2.4%
2014	\$300.3	18.4%
2013	\$257.9	13.2%
2012	\$233.4	0.1%
2011	\$237.5	21.7%

*In FYE 2021, CalPERS achieved a return of **21.3%***

CalPERS Asset Allocation**

Asset Class	Actual Allocation	Policy Target Allocation
Public Equity	53.0%	50.0%
Private Equity	6.3%	8.0%
Global Fixed Income	28.3%	28.0%
Real Assets	11.3%	13.0%
Liquidity	0.9%	1.0%
Inflation Sensitive Assets	0.0%	0.0%
Trust Level ¹	0.2%	0.0%
Total Fund	100.0%	100.0%

¹ Trust Level includes Multi-Asset Class, Completion Overlay, Risk Mitigation, Absolute Return Strategies, Plan Level Transition and other Total Fund level portfolios.

*Time-weighted rate of return net of investment expenses
Returns were calculated by CalPERS as of fiscal year 2019-20
Source: CalPERS [Facts at a Glance - Investment & Pension Funding, 2019-20 \(ca.gov\)](#)

**Source: July 2021 CalPERS Actuarial Valuation Report

CalPERS Performance

Pension Cost Increase Drivers

- ☐ Retroactive Pension Benefit Increases (Senate Bill 400 / Assembly Bill 616)
- ☐ Investment Performance vs Overly Optimistic Return Expectations
- ☐ People Living and Drawing Pensions Longer
- ☐ Fewer Active Workers for Each Retiree
- ☐ CalPERS Assumption Changes (7% -> 6.8%)
 - ☐ Discount Rate Reduction
 - ☐ Mortality Rates
- ☐ Compensation Increases Above Plan Assumptions (2.75% per year)

Pension Optimization Strategies

PAY DOWN

1. Annual Prepayment
2. Additional Discretionary Payments (ADPs):
 - a. Reserves, one-time revenues, fund surpluses
3. General Fund Revenue Increases
 - a. Current fees
 - b. Voter-approved new assessments / taxes

REFINANCE

4. Fresh Start / Informal Fresh Start
5. Lease Revenue Bond / Certificates of Participation
6. Direct Refunding / Pension Obligation Bonds

OTHER

7. Labor Practices
8. Pension Rate Stabilization 115 Trust / Other Pension Trusts & Reserves
9. Sale of Surplus Property

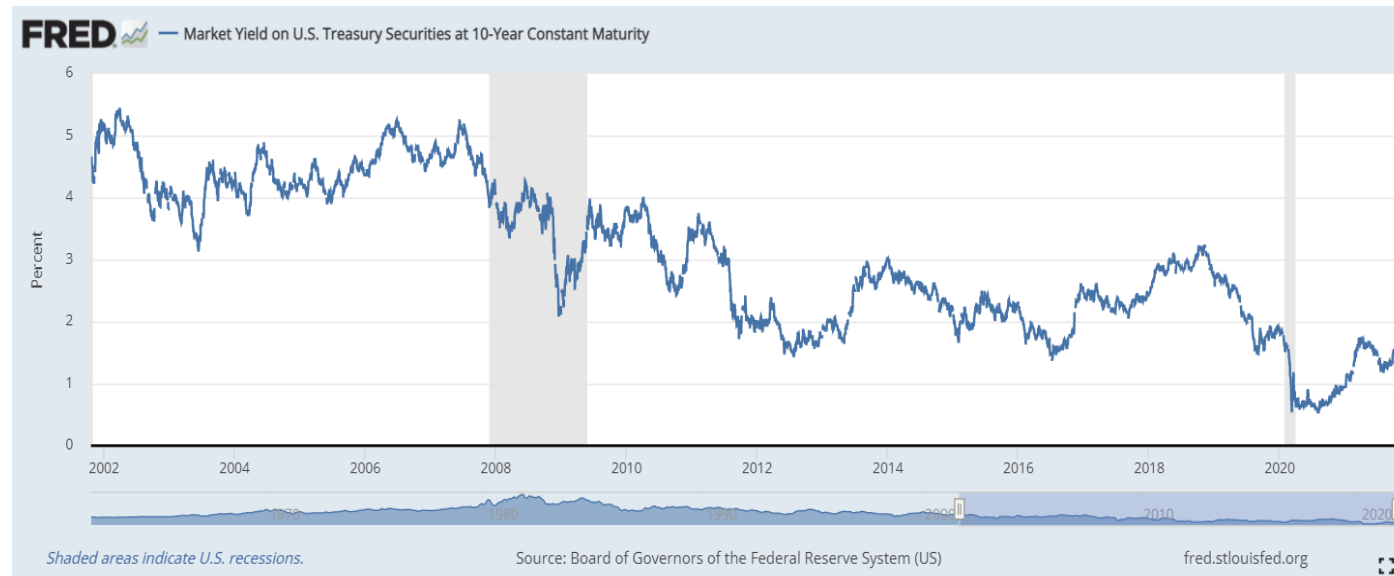
Pension Optimization Strategies

Pension Obligation Bonds

- City borrows money to pay off some or all of the UAL at CalPERS.
 - Typical method is through a Pension Obligation Bond (requires judicial validation).
 - Alternative option is a Lease Revenue Bond (collateral required).
 - Interest rate is lower than 6.8% charged by CalPERS on UAL obligation (typically between 3.0% - 4.0%).
- Objective: “re-shape” overall pension liability payment(s) – paid to CalPERS and investors – in an effort to provide better budget predictability and fiscal sustainability.
- Near record low interest rates in bond market have resulted in strong interest in POBs by CalPERS members. Over last 3 years, investor interest in POBs has grown.

Pension Optimization Strategies

- Issuing POBs in California in the past few years has become very popular due to the accommodative low interest rate environment and related factors.
 - California POB issuance in 2019 exceeded \$700 million in par amount (per CDIAC).
 - California POB issuances in 2020 exceed \$4 billion in par amount (per CDIAC).



Pension Obligation Bonds

Recent Issuer of Pension Obligation Bonds in California

<u>Issuer</u>	<u>Principal Amount</u>	<u>Sale Date</u>	<u>Issuer County</u>
California Earthquake Authority	700,000,000	9/28/2021	State of California
Rancho Abode Fire Protection District	5,750,000	9/22/2021	Sonoma
Corona	300,000,000	9/15/2021	Riverside
Santa Ana	465,000,000	9/3/2021	Orange
Santa Cruz County	140,000,000	9/2/2021	Santa Cruz
San Anselmo	10,000,000	9/1/2021	Marin
Commerce	30,235,000	8/31/2021	Los Angeles
Buena Park	115,000,000	8/19/2021	Orange
Whittier	144,000,000	8/1/2021	Los Angeles
Ebbetts Pass Fire Protection District	3,518,500	7/29/2021	Calaveras
Sanger	21,595,000	7/27/2021	Fresno
San Fernando	40,500,000	7/27/2021	Los Angeles
San Fernando	6,000,000	7/27/2021	Los Angeles
Covina	62,795,000	7/14/2021	Los Angeles
Redondo Beach	226,180,000	7/1/2021	Los Angeles
Red Bluff	18,540,000	6/29/2021	Tehama
Turlock Mosquito Abatement District	1,576,731	6/24/2021	Stanislaus
Placer Hills Fire Protection District	676,270	6/24/2021	Placer
Orange Unified School District	33,520,000	6/9/2021	Orange
Montecito Fire Protection District	8,263,240	6/7/2021	Stanislaus
Oceano Community Services District	906,000	6/1/2021	San Luis Obispo
El Segundo	144,135,000	5/26/2021	Los Angeles
Auburn	17,165,000	5/26/2021	Placer
Willows	8,510,000	5/13/2021	Glenn
Central Marin Police Authority	26,505,000	5/11/2021	Marin
Corte Madera	18,955,000	4/29/2021	Marin
Manhattan Beach	91,275,000	4/28/2021	Los Angeles
San Benito County Water District	3,016,000	4/1/2021	San Benito
Palos Verdes Library District	5,924,000	4/1/2021	Los Angeles
Huntington Beach	363,645,000	3/17/2021	Orange
Orange	286,485,000	3/3/2021	Orange
Chula Vista	350,025,000	2/11/2021	San Diego
Downey	113,585,000	2/9/2021	Los Angeles
Monterey Park	106,335,000	2/2/2021	Los Angeles
Bonita Sunnyside Fire Protection District	5,127,000	2/1/2021	San Diego
El Cajon	147,210,000	1/13/2021	San Diego

Source: CDIAC

<u>Issuer</u>	<u>Principal Amount</u>	<u>Sale Date</u>	<u>Issuer County</u>
Orange County	484,800,000	1/5/2021	Orange
Lake Valley Fire Protection District	10,952,522	1/1/2021	El Dorado
Coast Community College District	2,280,000	12/15/2020	Orange
La Puente	8,517,708	12/3/2020	Los Angeles
Ukiah	49,875,000	12/1/2020	Mendocino
Penn Valley Fire Protection District	1,037,884	12/1/2020	Nevada
Coachella	17,590,000	11/19/2020	Riverside
Gardena	101,490,000	11/10/2020	Los Angeles
Butte County	9,160,000	11/6/2020	Butte
Placentia	52,950,000	10/29/2020	Orange
Arcadia	90,000,000	10/27/2020	Los Angeles
Torrance	349,515,000	10/14/2020	Los Angeles
Borrego Springs Fire Protection District	1,874,111	10/1/2020	San Diego
Azusa	70,075,000	9/17/2020	Los Angeles
Fairfax Financing Authority	9,402,000	9/16/2020	Marin
Town of Fairfax	9,402,000	9/16/2020	Marin
Pomona	219,890,000	8/13/2020	Los Angeles
El Monte	21,000,000	6/18/2020	Los Angeles
Kensington Police Protection and Community Services District	4,544,000	6/18/2020	Contra Costa
North County Fire Protection District	20,305,000	6/11/2020	Monterey
Carson	108,020,000	6/10/2020	Los Angeles
El Monte	118,725,000	6/9/2020	Los Angeles
Riverside	432,165,000	6/4/2020	Riverside
Inglewood	101,620,000	6/2/2020	Los Angeles
Grass Valley	18,311,000	6/1/2020	Nevada
Montebello	153,425,000	5/27/2020	Los Angeles
Ontario	236,585,000	5/12/2020	San Bernardino
Larkspur	18,295,000	4/30/2020	Marin
Riverside County	719,995,000	4/22/2020	Riverside
Richardson Bay Sanitary District	2,383,000	2/28/2020	Marin
Pasadena	131,800,000	2/5/2020	Los Angeles
Orange County	463,895,000	1/7/2020	Orange
Monterey County Regional Fire District	20,250,000	12/5/2019	Monterey
Orange Unified School District	33,595,000	12/4/2019	Orange
Pacifica	9,685,000	10/9/2019	San Mateo

More than \$4.5 billion in par amount of Pension Obligation Bonds have been issued in California since January 2021

Pension Obligation Bonds

**CalPERS debt service projections are as provided to the City by CalPERS in July 2021 based on the June 30, 2020 actuarial valuation. CalPERS actuarial valuations are public information and figures were obtained directly from CalPERS. Moreover, CalPERS' projected amortization schedule assumes that there are no future plan changes, no further changes in assumptions other than those recently approved, and no liability gains or losses. Such changes can have a significant impact on required contributions. Furthermore, such assumption changes have been announced by CalPERS in its July 12, 2021 Press Release. The assumptions changes announced on July 12, 2021 have not been accounted for in the calculation of the Projected UAL Amortization Schedule by CalPERS.*

CalPERS projections are subject to change and significant uncertainty. For further information about this uncertainty and the associated risks, please refer to the CalPERS Annual Valuation Report.



Fiscal Year	Potential Cash Flow Savings (24-years)		
	CALPERS Current Amortization Schedule	22-year POB Proposed Debt Service	Potential Savings
2022-23	4,911,323	4,023,279	888,044
2023-24	5,235,243	4,347,502	887,741
2024-25	5,571,486	4,683,219	888,267
2025-26	5,806,390	4,917,709	888,681
2026-27	5,521,977	4,638,024	883,953
2027-28	5,661,247	4,773,293	887,954
2028-29	5,804,348	4,918,242	886,106
2029-30	5,951,380	5,064,775	886,605
2030-31	6,102,460	5,217,540	884,920
2031-32	5,810,956	4,922,964	887,992
2032-33	5,743,931	4,858,721	885,210
2033-34	5,465,423	4,580,723	884,700
2034-35	5,293,433	4,407,687	885,746
2035-36	5,017,088	4,130,334	886,754
2036-37	4,543,655	3,655,386	888,269
2037-38	3,717,657	2,830,174	887,483
2038-39	3,408,975	2,521,099	887,876
2039-40	3,176,485	2,292,315	884,170
2040-41	3,033,321	2,147,759	885,562
2041-42	2,270,716	1,384,779	885,937
2042-43	2,098,801	1,209,821	888,980
2043-44	1,087,538	199,339	888,199
2044-45	190,439	-	190,439
2045-46	12,959	-	12,959
Total	101,437,231	81,724,684	19,712,547
Net Present Value Savings (\$)			\$12,962,080
Net Present Value Savings (%)			23.64%

***Refunding bond debt service projections were prepared by Wulff, Hansen & Co. and are estimated based on market conditions as of October 22, 2021. Refunding bond debt service projections contain a significant interest rate buffer to offset forthcoming assumption changes at CalPERS not included in the 2020 Actuarial Valuation Report, including the 21%+ earnings in FY2020-21 and the reduction of the discount rate to 6.8% from 7.0%.*

Refunding bond debt service projections assume the City will payoff 100% of its Classic Safety and Miscellaneous CalPERS Plans in the amount of \$57.55 million. This payment amount does not equal the UAL amount shown on slides 6 and 7 because this figure is forward looking to 6/30/2022 and does not contain the non-Classic Plans, such as PEPRA.

If refunding bonds are issued by the City, their future debt service requirements will be fixed as of the date of issuance and will not be subject to change during the life of the bond issue.



Pension Obligation Bonds

- If the current UAL is paid in full, future CalPERS investment performance will determine whether additional UAL is created in the future. Should CalPERS fail to achieve its projected rate of return, the shortfall will cause the creation of a new UAL.
- Conversely, should CalPERS achieve higher-than-expected returns, the excess would be credited to the employer's fund and is thus available to offset any future increases in the UAL caused by subsequent underperformance in a given year.
- There is no possible way to eliminate the potential for future UAL to accrue due to underperformance of CalPERS without exiting the CalPERS system entirely.
- There is unavoidable investment risk in increasing the funded ratios on CalPERS plans. When CalPERS has additional funds to invest, they have the potential to underperform their projected return on those newly invested funds. Substantial underperformance by CalPERS after an increase in a plan's funded ratio could increase the plan's UAL overall. Conversely, when CalPERS outperforms its projections, the newly invested funds receive that benefit. Pension Obligation Bonds can generate savings for issuers when their cost of funds (projected to be between 3.0% - 4.0% at present) is less than CalPERS' future performance (projected by CalPERS to be 6.8%), over a matching time horizon (e.g., 20 years).
- Payoff solutions allow entities to pay down liabilities presently owed, with the potential ability to save money in the future by reducing further interest expense on the obligation. Eliminating today's UAL is in no way a means of eliminating the risk of future underperformance by CalPERS.

Summary

- CalPERS UAL has been growing rapidly for most CalPERS employers. The growth is predominantly attributable to investment performance not meeting CalPERS assumed rate of return, as well as changes in actuarial assumptions.
- There are a variety of strategies and tools available to manage growing pension liabilities including prepayments, one-time additional payments, the use of pension reserves and trusts, and the use of proceeds from a financing (POB).
- The best way to manage growing pension liabilities is to create a plan and a policy that outlines the City's strategy and parameters for using a combination of the available tools. A Pension Funding Policy provides guidelines for how and when to implement available pension funding strategies.
- Due to recent economic factors, pension obligation bonds have become a very popular strategy for CalPERS employers in managing their unfunded accrued liability.
- Pension Obligation Bonds can potentially generate substantial savings in pension related interest expense for California issuers and when combined with a sound Pension Funding Policy, give CalPERS employers a robust framework for managing pension liabilities into the future.