



**ADJOURNED REGULAR
CITY COUNCIL MEETING AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MONDAY, JUNE 20, 2022, 4:00 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/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 20, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/87480105422?pwd=d2pBcitmRVFnZXlCS08rbWU4Q050dz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **874 8010 5422** Passcode: **952009**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

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

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Manual Lopez. Agency claimed against: City of Porterville.

3 - 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.

4 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) cases in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Mayor Flores

Invocation

PRESENTATIONS

Employee of the Month - Fernando Gabriel-Moraga

AB 1234 REPORTS

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

- 1 - Tule River Tribe Beam Raising Ceremony - June 7, 2022
- 2 - KJUG Free Summer Concert - June 7, 2022
- 3 - Local Initiatives Navigation Center (LINC) Committee - June 8, 2022
- 4 - Cal Cities Policy Committee - June 9, 2022
- 5 - Tulare County Economic Development Corporation (TCEDC) Real Estate Summit - June 10, 2022
- 6 - Leadership Porterville 2022 Class Graduation - June 10, 2022
- 7 - Tulare County Water Commission - June 13, 2022
- 8 - Flag Day Ceremony - June 14, 2022
- 9 - Tulare County Task Force on Homelessness - June 15, 2022
- 10 - San Joaquin Valley Air Pollution Control District Board - June 16, 2022

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - June 6, 2022
 2. Library & Literacy Commission - (Summer Hiatus)
 3. Arts Commission - May 24, 2022
 4. Animal Control Commission
 5. Youth Commission – (Summer Hiatus)

6. Transactions and Use Tax Oversight Committee (TUTOC) - May 19, 2022

II. Staff Informational Reports

1. Water Conservation Phase IV Status Update - May 2022

2. Consideration of Density Increase of High Density Residential Parcels Update

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. Authorization to Purchase Police Mobile Data Terminals

Re: Consideration to authorize staff to purchase ten (10) Dell Latitude 7220 tablet Mobile Data Terminals for \$27,102.80 plus the applicable sales tax and shipping charges.

2. Request Authorization to Replace Police Vehicle

Re: Considering approval of the purchase of a 2022 Ford Explorer from National Auto Fleet Group for \$47,174.39 to replace a police vehicle which was involved in an on-duty traffic collision.

3. Authorization to Repair Electrical Equipment for City Well No. 19

Re: Consider authorization to repair City Well No. 19, initiation of a Purchase Order and payment to Telstar Instruments in an amount not to exceed \$35,050.

4. Authorization to Distribute a Request for Qualifications for Design Services - Fourth Street Community Center and Park

Re: Consideration to authorize staff to distribute a Design Services Request for Qualifications for the proposed Fourth Street Community Center and Park located at the southeast corner of Henderson Avenue and Fourth Street along the Santa Fe Byway Trail (formally known as Rails-to-Trails).

5. Bid Results - Animal Shelter Project

Re: Council authorization for staff to re-bid the Animal Shelter Project located at 185 N. "D" Street.

6. Approval of State Senate Bill 1 Project List for Fiscal Year 2022-2023

Re: Consideration to adopt the draft Resolution for the SB1 project List for the Fiscal Year 2022-2023; and submittal of the project list to the California Transportation Commission to secure the City's FY 2022-2023 RMRA apportionment.

7. A Resolution Approving the Application for the State Assembly Bill 836 Clean Air Centers Pilot Program through the San Joaquin Valley Air Pollution Control District

Re: Consideration to adopt a draft Resolution approving the application for the AB 846 Clean Air Centers Pilot Program through the San Joaquin Valley Air Pollution Control District.

8. **Consideration of Partnership Agreement with Porterville Unified School District Transformative Climate Communities Grant Application**
Re: Consideration to approve the draft Partnership Agreement with the Porterville Unified School District in support of a grant application to the State of California Strategic Growth Council for an implementation grant through the Transformative Climate Communities Program.
9. **Intent to Set a Public Hearing to Consider the Formation of a Sewer Utility District for Island Annexation Area 479A**
Re: Authorization to set a Public Hearing date for August 2, 2022, pursuant to Proposition 218 Guidelines, for consideration to form Sewer Utility District Area 479A; and approve the Engineers Report for Sewer Utility Area 479A.
10. **Amendment No. 5 to Carollo Engineers, Inc. Professional Services Agreement for Master Plan Updates and Recycled Water Feasibility Study**
Re: Considering an addendum to the Services Agreement for final/close-out work at an agreed upon fee of \$266,897.67, and approving funding from the Storm Water Revolving Fund, the Sewer Revolving Fund, the Wastewater Treatment Facility Reserve Fund, and the Water Revolving Fund.
11. **Police Firing Range Cooperative Agreement with City of Lindsay**
Re: Consideration to approve the Police Firing Range Cooperative Agreement with the City of Lindsay for the period of July 1, 2022 through June 30, 2025.
12. **Adoption of a Resolution Approving the Draft Memorandum of Understanding (MOU) between the City of Porterville and Tulare County Regional Transit Agency (TCRTA) for Public Transportation Services**
Re: Adoption of a draft Resolution approving a draft Memorandum of Understanding (MOU) between the City of Porterville and Tulare County Regional Transit Agency (TCRTA) for such responsibility to own, operate and administer public transportation services.
13. **Authorization to Execute Consultant Agreement with COAR Design Group (formerly known as Jeff Katz Architectural Corporation or JKA)**
Re: Consideration to approve the Consultant Service Agreement for the Design work relating to the Remodel/Additions at Existing Fire Stations Project, with COAR Design Group (formerly JKA) in the amount not to exceed \$800,000 for design and construction support services.
14. **Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing**
Re: Consideration of Resolutions concerning the Landscape and Lighting Maintenance Districts for the 2022-2023 Fiscal Year to order the preparation of and give preliminary approval to the Engineer's Report, declare the intent to levy and collect assessments and offer a time & place for hearing objections, and scheduling a Public Hearing for July 19, 2022 at 6:30 p.m. to receive public input.
15. **Renewal of Airport Lease Agreement - Lot No. 31A**
Re: Consideration to approve the renewal of the Lease Agreement between the City and James Costa for Lot No. 31A at the Porterville Municipal Airport for a term of ten (10) years.
16. **Renewal of Airport Lease Agreement - Lot No. 46A**

Re: Consideration to approve the renewal of the Lease Agreement between the City and Janelle Abiog for Lot No. 46A at the Porterville Municipal Airport for a term of fifteen (15) years.

17. Community Civic Event - Kings View Corporation - Kings View One Stop Outreach Event - June 28, 2022

Re: Considering approval of a community civic event scheduled for June 28, 2022, to take place at Zalud Park from 10:00 AM to 12:00 PM.

18. Cancellation of July 5, 2022, City Council Meeting

Re: Consider cancellation of the first Council Meeting in July due to the Independence Day holiday.

19. 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.

20. 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

21. Adoption of Fiscal Year 2022-2023 Budget

Re: Consideration of adoption of the proposed 2022-2023 Fiscal Year Budget.

22. Annual Adjustment of Fees by Application of the Engineering News-Record (ENR) Cost Index

Re: Receiving public comment concerning the ENR Cost Index automatic increase for FY 2022-2023 of 8.14%.

SCHEDULED MATTERS

23. Request for Approval of the Street Sections for the Fiscal Year 2022-2023 Asphalt Hot Mix Program

Re: Considering approval of the 2022-2023 Asphalt Hot Mix Program locations.

24. Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

Re: Council authorization to participate in Cooperative Purchasing Programs on Existing Asphalt Contracts between the County of Tulare and Jaxon Enterprises, and Delano Rock & Asphalt.

25. Asphalt Grinding Program for Fiscal Year 2022-2023

Re: Consideration to authorize staff to secure annual grinding contractor services for the Fiscal Year 2022-2023 Street Maintenance and Overlay Program.

26. Street Striping Program for Fiscal Year 2022-2023

Re: Consideration of authorizing staff to secure annual striping contractor services for the Fiscal Year 2022-2023 to support the Self-Performed Street Maintenance and Overlay Program.

27. **Annual Hauling Services for Asphalt Maintenance Program**
Re: Authorization to secure annual hauling contractor services with Mike Clark Trucking for the Fiscal Year 2022-2023 Capital Improvement Projects Overlay Program.
28. **Request for Approval of the Cold Mix Asphalt Overlay Program for Fiscal Year 2022-2023**
Re: Considering approval of the 2022-2023 Asphalt Overlay Program and authorizing the expenditure of \$1,000,000.
29. **Authorization to Purchase Fixed Network Radio Water Meter Infrastructure**
Re: Authorization to purchase fixed network radio water meter infrastructure from Hydro Pro Solutions, a proprietary distributor of Master Meter, at a cost not to exceed \$4,932,437.
30. **Bid Results - Island Annexation Area 478 B & C Sewer Project**
Re: Awarding the Island Annexation Area 478B & C Project to West Valley Construction for the amount of \$3,433,835; authorizing progress payments, a 10% contingency and \$343,383 for construction management, construction surveying, quality control, and inspection services; authorizing the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922; and authorizing an additional appropriation of \$3,020,601 from the Sewer Revolving fund.
31. **SB 1205 Annual Fire Department Inspection Reporting**
Re: Consideration to adopt the draft Resolution acknowledging receipt of the fire chief's annual report regarding the Porterville Fire Department inspection of specific buildings and occupancies pursuant to sections 13146.2 and 13146.3 of the California Health and Safety Code.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of July 5, 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 20, 2022

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

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2021, and transitioned from Phase IV to Phase III as of June 1, 2022. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day on which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of May 2022 show that a total of fifty-one (51) notices of violation were issued for water wasting, and two administrative citations were issued.

Water production for May 2022 reflects a ten percent (10%) reduction on the 5-year average. The monthly production for May was 315 million gallons, which is a thirty-three percent (33%) decrease in comparison to the monthly production for May 2013 of 472 million gallons. Residential consumption for May 2022 was 117 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based

on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013; and 2) Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from June 2015 through May 2022. Porterville's cumulative total production conservation through May 2022 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through May 2022. Porterville's cumulative total GPCD conservation through May 2022 is twenty-five percent (25%).

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

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed into effect Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to extended excessive drought conditions. Water production for the City system shows a seven percent (7%) decrease from May 2021 to May 2022.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status May 2022
2. Monthly Production Status GPCD May 2022
3. Drought Response Phase IV Flyer
4. Drought Response Phase III Flyer

Appropriated/Funded:

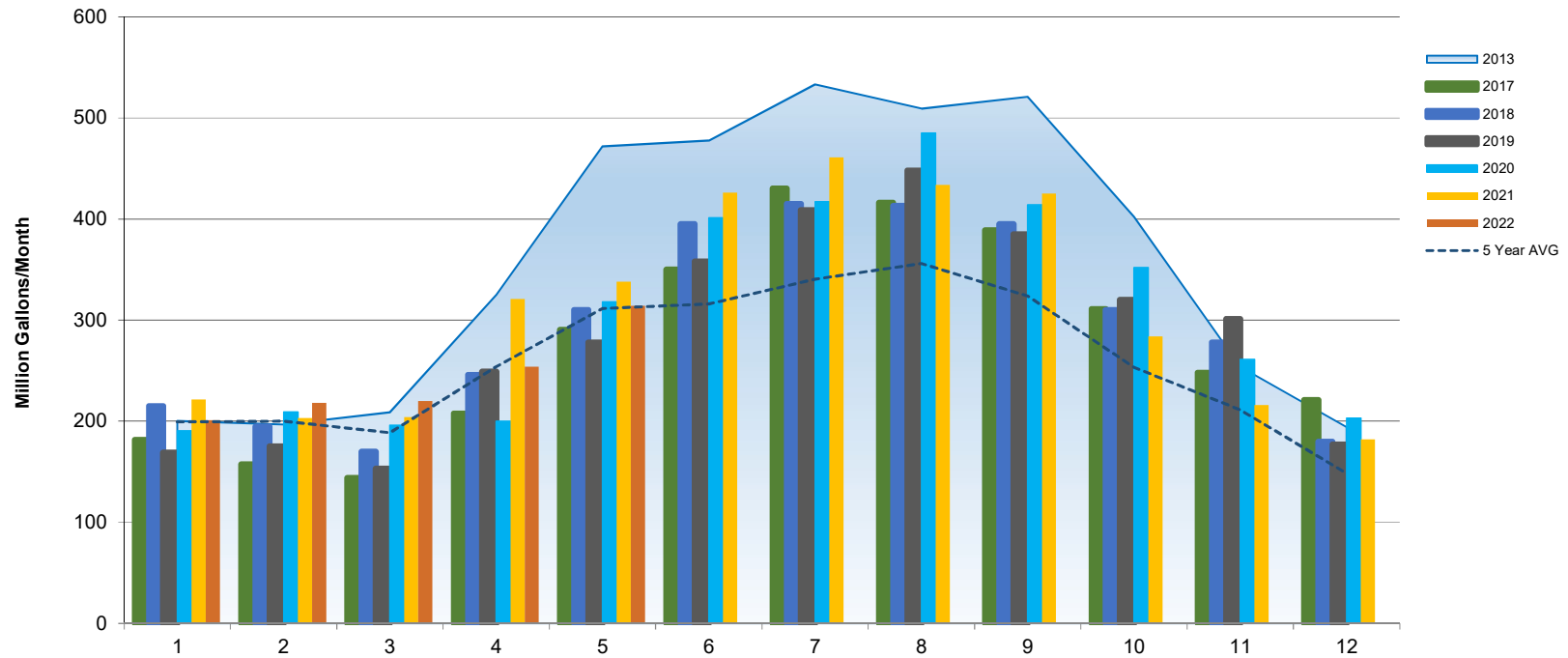
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

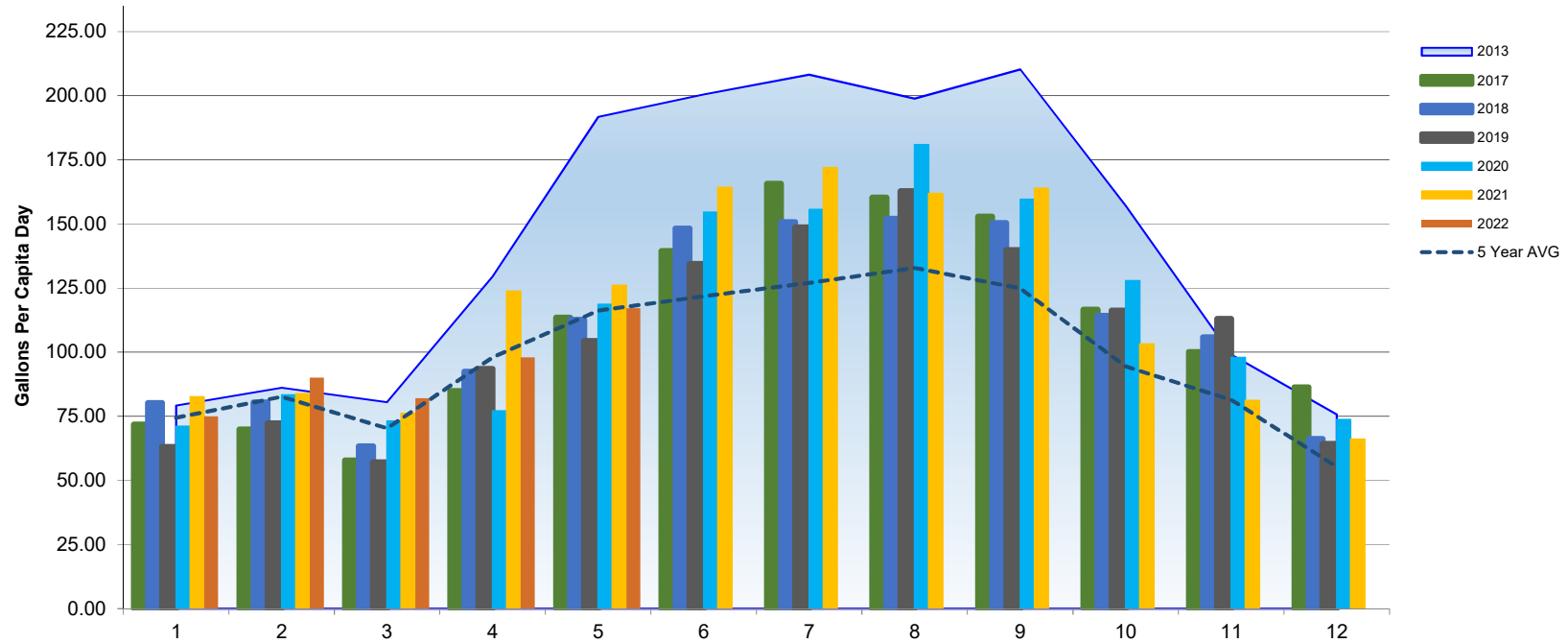


Production Cumulative Total 19.9%

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

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 24.9%

	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-17%	-13%	1%	-15.6%	-11%							

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: 2. Consideration of Density Increase of High Density Residential Parcels Update

SOURCE: Community Development

COMMENT: At its meeting on December 7, 2021, the City Council directed staff to process an amendment to the Porterville Development Ordinance and General Plan to increase the density of High Density Residential parcels to 30.5 units per acre and engage an environmental consultant to perform an environmental review of the amendment. Staff noticed a Public Hearing for the consideration of the environmental review and amendments to the Porterville Development Ordinance and General Plan to be considered on June 20, 2022. After the public notice was issued, it was determined that additional review of the proposed amendments and environmental review is needed. Staff will notice a Public Hearing for the consideration of the environmental review and amendments to the Porterville Development Ordinance and General Plan for a future meeting.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Authorization to Purchase Police Mobile Data Terminals

SOURCE: Police

COMMENT: In 2009, the Police Department began the purchasing process for Mobile Data Terminals (MDT's) for use by field personnel during the course of their duties. At inception, the MDT's allowed personnel to conduct necessary inquiries in the field, as well as keep themselves and others updated on current incidents in progress and allowing the transmission of required information between field units (a field unit includes marked patrol cars, Community Service Officer vehicles and Animal Control vehicles) and the Department's Communications Center. In addition, the use of MDT's reduces the workload of Communications personnel who, prior to the purchase of the MDT's, were responsible for all of the above tasks. A significant reduction in radio transmissions was also realized upon implementation of the MDT's and advanced GPS location, thus enhancing Officer safety.

Today, the Department operates solely on paperless reporting and the MDTs are a vital piece of that process. In the last 3 years, Officers and other field personnel have come to be extremely reliant on these technological systems. In-car cameras, Racial Identity and Profiling Act (RIPA) reporting, and mobile Computer Automated Dispatch have added to the necessity of these MDT's within the daily routine of field and investigative personnel.

In 2016, the Department transitioned to Dell and purchased the Dell Latitude tablet Mobile Dispatch Terminal. Dell has become the sole provider for all Department MDT equipment and the Department has remained with this specific unit as the preferred operational platform recommended by the City's Information Technology (IT) Division. However, ten (10) of the MDT's purchased approximately six years ago have reached the end of their service life and are no longer functioning or repairable per IT personnel.

A quote for ten (10) Dell tablet MDT's were obtained and are as listed:

(10) Dell Latitude 7220 and related hardware/software \$27,102.80

Based on the above, the Department is requesting City Council approval to purchase ten (10) Dell Latitude 7220 tablet MDT's. Funding is available in the Department's Fiscal Year 2021-2022 operating budget.

RECOMMENDATION: That the City Council:

1. Approve staff to purchase ten (10) Dell Latitude 7220 tablet Mobile Data Terminals for \$27,102.80 plus the applicable sales tax and shipping charges.
2. Authorize payment upon delivery.

ATTACHMENTS: 1. Dell Technologies Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000120958901.1	Sales Rep	Brittnie Hall
Total	\$27,102.80	Phone	(800) 456-3355, 6184609
Customer #	4023319	Email	Brittnie_Hall@Dell.com
Quoted On	May. 23, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 22, 2022		CITY OF PORTERVILLE
Contract Name	Dell NASPO Computer		291 N MAIN ST
	Equipment PA - California		PORTERVILLE, CA 93257-3737
Contract Code	C000000181156		
Customer Agreement #	MNWNC-108/7157034003		
Deal ID	22596083		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Brittnie Hall

Shipping Group

Shipping To	Shipping Method
ATTENTION SARAH CITY OF PORTERVILLE 350 N D ST PORTERVILLE, CA 93257-3651 (559) 782-7440	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7220	\$2,706.28	10	\$27,062.80
Subtotal:			\$27,062.80
Shipping:			\$0.00
Environmental Fee:			\$40.00
Non-Taxable Amount:			\$27,102.80
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$27,102.80

Shipping Group Details

Shipping To

ATTENTION SARAH
CITY OF PORTERVILLE
350 N D ST
PORTERVILLE, CA 93257-3651
(559) 782-7440

Shipping Method

Standard Delivery

		Quantity		Subtotal
Dell Latitude 7220		\$2,706.28	10	\$27,062.80
Estimated delivery if purchased today: Jul. 19, 2022 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	10	-
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W)	379-BDQU	-	10	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	10	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	10	-
Intel Core i7-8665U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPS	-	10	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	10	-
16GB 2133MHz LPDDR3 Memory	370-AFDB	-	10	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BGWO	-	10	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	10	-
Intel Wi-Fi AX200 Driver with Bluetooth	555-BFIW	-	10	-
Intel AX200 Wireless Card Rugged	555-BFJX	-	10	-
DW5821E Snapdragon X20 4G/LTE Wireless WAN card for Verizon	556-BCDY	-	10	-
Dell WWAN Bracket Bar for Rugged	575-BCBR	-	10	-
2-cell 34Wh) Lithium Ion Primary Battery	451-BCCD	-	10	-
90 Watt AC Adapter	450-AELY	-	10	-
No Security Software	650-AAJS	-	10	-
No Media	620-AAOH	-	10	-
E4 Power Cord 1M for US	537-BBBL	-	10	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	10	-
No Secondary Battery	451-BCOI	-	10	-
Custom Configuration	817-BBBB	-	10	-
System Regulatory Label	389-DRXP	-	10	-
Regulatory Label (WWAN)	389-DRXR	-	10	-
Windows 10 Additional Software	658-BEPO	-	10	-
Shipping Material, Shuttle	340-AQMD	-	10	-
System Shipment, Latitude 72x2	340-AQME	-	10	-
Directship Info Mod	340-CKTD	-	10	-
No Option Included	340-ACQQ	-	10	-

ENERGY STAR Qualified	387-BBNJ	-	10	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	10	-
WLAN/WWAN Chassis with NFC	321-BEVT	-	10	-
No I/O Expansion Connector	325-BDOH	-	10	-
Mini Serial Port	325-BDNX	-	10	-
Hazardous Locations Certification	340-CNKH	-	10	-
Full Security Options (FPR, Contacted SC, Contactless SC)	461-AAHE	-	10	-
Foxit PhantomPDF Business	634-BWQO	-	10	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 3 Year	528-CHEB	-	10	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	804-0512	-	10	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	10	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	10	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	10	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-7015	-	10	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-7016	-	10	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-7038	-	10	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	10	-

Subtotal:	\$27,062.80
Shipping:	\$0.00
Environmental Fee:	\$40.00
Estimated Tax:	\$0.00
Total:	\$27,102.80

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Request Authorization to Replace Police Vehicle

SOURCE: Police

COMMENT:

In January 2022, Unit # 3364, a 2018 Dodge Charger, was involved in an on-duty traffic collision. The estimated cost to repair this vehicle was in excess of the value itself; therefore, the vehicle is considered "totalled" by both the City maintenance shop and body shop professionals. In discussions with the City's Fleet Manager, he did not recommend making repairs of this magnitude to a public safety vehicle.

Per Resolution 35-93, no-bid purchases may be made through a cooperative purchase program. National Auto Fleet Group is a current City-authorized vendor and has vehicles available under the Sourcewell (formerly known as NJPA) master vehicle contract #091521-NAF. National Auto Fleet Group is a turn-key source for police vehicles and has provided a quote of \$47,174.39. This price includes the upfitting with safety equipment.

The vehicle is a 2022 model, which the dealership has in stock. It was determined that the Sourcewell contract for the purchase of this Ford Explorer was the best available price in the state and is the standard by which many agencies are purchasing their fleet vehicles. This contract price is available to the City.

Through sound fiscal management and savings in the Police Department's vehicle depreciation, the funds are already available for replacement of this vehicle.

RECOMMENDATION:

That the City Council:

1. Authorize staff to purchase one police vehicle for \$47,174.39; and
2. Authorize payment upon satisfactory delivery of the vehicle.

ATTACHMENTS:

1. Porterville Collision Center Photos
2. Porterville Collision Center Quote
3. National Auto Fleet Group Quote

Appropriated/Funded: MB

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

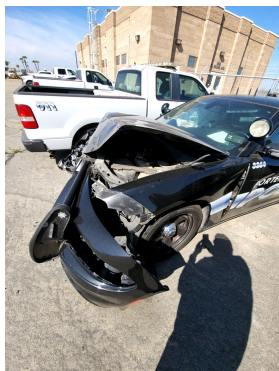
PORTERVILLE COLLISION CENTER

721 N Sunnyside St, Porterville, CA 93257

Phone: (559) 782-5181, Fax: (559) 784-0488

Image Report

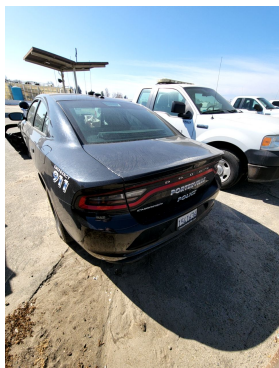
Owner:	Callison, Louis	Insurance:	Estimator:	Jorge Lopez	Vehicle Out:
RO Number:		Claim Number:			
Year:	2018	Color:	License Plate:		Production Date:
Make:	DODG	Body Style:	State:		Mileage In:
Model:	CHARGER	Engine:	VIN:	2C3CDXAT4JH181043	Condition:



3/1/2022
Comments:



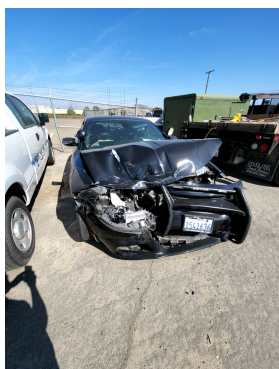
3/1/2022
Comments:



3/1/2022
Comments:



3/1/2022
Comments:



3/1/2022
Comments:



3/1/2022
Comments:

PORTERVILLE COLLISION CENTER

721 N Sunnyside St, Porterville, CA 93257

Phone: (559) 782-5181, Fax: (559) 784-0488

Image Report

Owner:	Callison, Louis	Insurance:	Estimator:	Jorge Lopez	Vehicle Out:
RO Number:		Claim Number:			
Year:	2018	Color:	License Plate:		Production Date:
Make:	DODG	Body Style:	State:		Mileage In:
Model:	CHARGER	Engine:	VIN:	2C3CDXAT4JH181043	Condition:



3/1/2022

Comments:

PORTERVILLE COLLISION CENTER

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

Workfile ID: 0e2227c4
PartsShare: 6FGqdg
State EPA: CAL00035406
BAR: ARD00262887

Estimate of Record

Customer: Callison, Louis

Written By: Mike Crissman, 3/1/2022 12:02:33 PM

Insured: Callison, Louis
Type of Loss: Collision
Point of Impact: 12 Front

Policy #:
Date of Loss:
Claim #:
Days to Repair: 0

Owner:
Callison, Louis
(559) 789-4128 Cell

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

Insurance Company:

VEHICLE

2018 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI black

VIN: 2C3CDXAT4JH181043 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: black Mileage Out:
State: Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
California Emissions
Power Trunk/Liftgate

Estimate of Record

Customer: Callison, Louis

2018 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Rpr	TOTAL LOSS - Vehicle has major structural damage				
SUBTOTALS					0.00	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Grand Total			0.00
Deductible			0.00
CUSTOMER PAY			0.00

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

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

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

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

Customer: Callison, Louis

2018 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 02/15/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

June 14, 2022

Lieutenant Ron Moore
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Moore,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Fresno, new/unused 2022 Ford Police Interceptor Utility Non-Hybrid Unit responding to your requirement with the attached specifications for \$34,436.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF. Units to be all Black Patrol Unit with Out Spots.

	One Unit MSRP	One Unit	Total Savings	Total Savings
2022 Ford Police Utility				
Non Hybrid	41,255.00	34,436.00	16.53%	6,819.00
Cooks Upfit		8,252.00		
Sub Total		42,688.00		
Sales Tax		3,948.64		
Transportation		529.00		
Tire Tax		8.75		
Total		47,174.39		

Terms are net 30 days.

Delivery 120-180 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-26-41867 C





160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: PORTERVILLE

Quote No.: 12173

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Phone: (559) 782-7566

Fax: (559) 782-4050

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
06/10/22		Origin	Net Next EOM	
Purchase Order Number	Sales Person		Expiration Date	
	David Burchfield		07/10/22	
Quantity Required	Item Number	Description	Unit Price	Amount

2022 FORD FPI U
ADMIN BUILD
UNIT# TBD

LIGHTBARS/LIGHTS/SIREN

INNER EDGE PROMO PKG

1	BSFW50Z	Whelen Inner Edge DUO WeCanX FST	0.00	0.00
1	BSSP2ZJW	Whelen Inner Edge Duo FST Light Pkg 5/5 Promo Pkg 10 light, 5 Red/White Driver, 5 Blue/White Passenger, DUO	1202.00	1202.00
1	BS508	Whelen RST WCX 8 Light W/S/D Utility	0.00	0.00
1	BSSP2ZJA	Whelen Inner Edge Duo RST Light Pkg 5/5 Promo Pkg 10 light, 5 Red/ Amber Driver, 5 Blue/Amber Passenger, DUO	1202.00	1202.00
1	CCTL7	Whelen WeCAN 21 Button w/Slide Controller	0.00	0.00
1	C399	Whelen CENCOM CORE WCX Control CenterAmp Module	987.00	987.00
1	C399K4	Whelen OBDII Canport Cable Kit for Ford 2020 FPI U	0.00	0.00
1	SA315P	Siren Speaker	0.00	0.00
1	SAK67D	Whelen Siren Speaker Bracket fits '20 FPI Utility Drivers Side	0.00	0.00
1	CHWLFE29	Whelen WCX Howler System Single Speaker fits '20 FPI Utility	529.00	529.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818

(559) 268-8506

Estimate

Customer No.: PORTERVILLE

Quote No.: 12173

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Phone: (559) 782-7566

Fax: (559) 782-4050

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
06/10/22		Origin	Net Next EOM	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		07/10/22
Quantity Required	Item Number	Description	Unit Price	Amount
2	VTX9J	Vertex LED (Red/Blue)	86.00	172.00
2	VTXFB	Vertex LED Surface Mount - Black	8.00	16.00
1	FHL-TAIL	Rear Flasher- Alternating	78.00	78.00
		CONSOLE EQUIPMENT		
1	C-VS-1210-INUT	Havis Mid-Height Angled Console for 2020 Ford FPI Utility	341.00	341.00
1	C-EB25-XTL-1P	Havis 2.5" Faceplate fits XTL2500/5000-05/APX7500	0.00	0.00
1	C-EB40-CCS-1P	Havis Faceplate 1 Piece fits Whelen CenCom Controller	0.00	0.00
1	C-FP-05	.5" Blank Havis Face Plate	0.00	0.00
5	C-FP-2	2" Blank Havis Face Plate	0.00	0.00
1	C-FP-1	1" Blank Havis Face Plate	0.00	0.00
1	C-CUP2-I	Havis Dual Cup Holder	37.00	37.00
1	C-ARM-108	Havis Swing Away Flip Up Arm Rest	173.00	173.00
1	AC-MCM1	Troy Mic Clip	15.00	15.00
1	MMSU-1	Magnetic Mic Conversion Kit	35.00	35.00
1	LF12ER	Fed Sig Littlite 12" Halogen Vertical Mount	45.00	45.00
		MISC ITEMS/ELECTRICAL		
1	LP450NMO	450mhz Dome Antenna	64.00	64.00
1	NMO58U-NC	NMO Coax Kit w/ 17' of RG58	19.00	19.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818

(559) 268-8506

Estimate

Customer No.: PORTERVILLE

Quote No.: 12173

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Phone: (559) 782-7566

Fax: (559) 782-4050

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
06/10/22		Origin	Net Next EOM	
Purchase Order Number	Sales Person		Expiration Date	
	David Burchfield		07/10/22	
Quantity Required	Item Number	Description	Unit Price	Amount
1	RFU6001	Mini UHF Connector RG58	5.00	5.00
1	7615B	Blue Seas Solenoid/Timer. 120amp 12vdc	120.00	120.00
1	5029	12 Circuit Water Resistant Fuse Block w/Cover	40.00	40.00
1	5029 FPI MNT BRKT	Mounting Bracket for 5029 Fuse Block. Fits '13 FPI Utility	50.00	50.00
1	CB185-100	Bussman 100amp Resettable Circuit Breaker	40.00	40.00
3	5080	Relay	14.00	42.00
1	RQA5000C	QMA Male Connector fits RG58	15.00	15.00
1	MATERIALSFEE3	Installation Material Bundle	300.00	300.00
21.000	LAISREG	Shop Installation Complete Admin Build 2022 FORD FPI U Install Customer Provided Motorola radio SN 22 FORD FPI U DETECTIVE BUILD UNIT# VIN# LIC# MILEAGE: TECH:	125.00	2625.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Estimate

Customer No.: PORTERVILLE

Quote No.: 12173

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Phone: (559) 782-7566

Fax: (559) 782-4050

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone:

Email:

Date	Ship Via	F.O.B.	Terms	
06/10/22		Origin	Net Next EOM	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		07/10/22
Quantity Required	Item Number	Description	Unit Price	Amount

Subtotal	8152.00
Freight charges	100.00
Sales tax @ 7.75000%	122.84

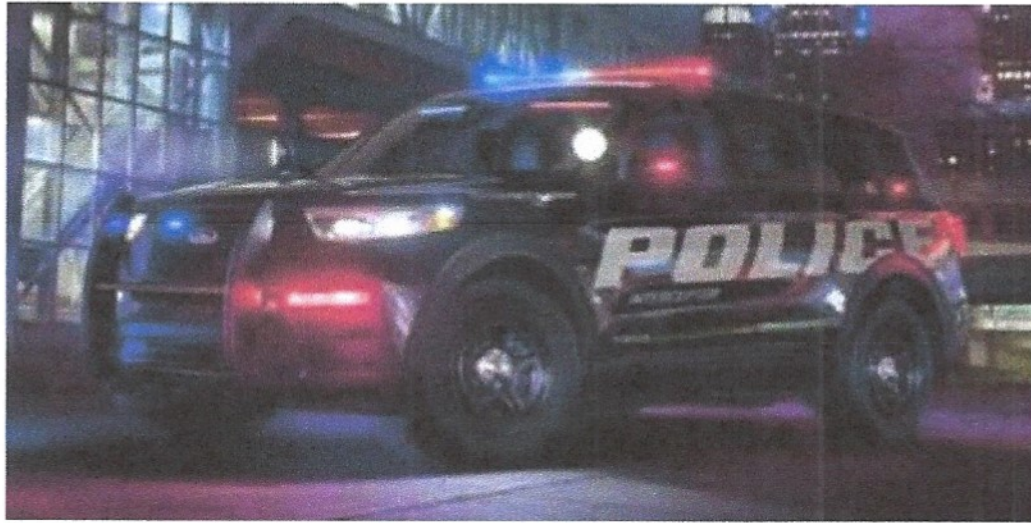
Total	8274.84
-------	--------------------

We appreciate your continued patronage

8252⁰⁰

Thank You

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD



National Auto Fleet Group

Prepared By:

Kevin Buzzard
National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2022 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Speed Automatic (44U)

OPTION PACKAGE

CODE	DESCRIPTION
500A	Order Code 500A

AXLE RATIO

CODE	DESCRIPTION
—	3.73 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black

SEAT TYPE

CODE	DESCRIPTION
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
76D	Underbody Deflector Plate -inc: Engine and transmission shield

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
153	Front License Plate Bracket
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
59B	Keyed Alike - 1284x

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
76R	Reverse Sensing System
60R	Noise Suppression Bonds (Ground Straps)
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring

Options Total

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)**Exterior**

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

MSRP:\$41,110.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD	\$41,110.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
19V	Rear Camera On-Demand	\$230.00
43D	Dark Car Feature	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	\$260.00
500A	Order Code 500A	\$0.00
52P	Hidden Door-Lock Plunger	\$160.00
59B	Keyed Alike - 1284x	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
68G	Rear-Door Controls Inoperable	\$0.00
76D	Underbody Deflector Plate	\$335.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate	\$45.00
86T	Tail Lamp/Police Interceptor Housing Only	\$60.00
87R	Rear View Camera	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,370.00)
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

SUBTOTAL	\$39,330.00
Adjustments Total	\$0.00
Destination Charge	\$1,495.00
TOTAL PRICE	\$40,825.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Authorization to Repair Electrical Equipment for City Well No. 19

SOURCE: Public Works

COMMENT: The City's Well No. 19, located on the west side of S. Jaye Street between Springville Ave. and Date Ave, has experienced an operational failure to the electrical transformer and switchgear. City staff requested three companies to assess the repairs needed to restore operations to this well.

Demands on the City's Water Distribution System depend on all wells being operational, so it is imperative that the well's operation is restored. Failure to correct this issue would affect the city's overall water system pressure and production capabilities.

Three electrical repair companies were contacted requesting quotes for the replacement of the electrical switch gear equipment needed to restore the operation of this well. However, of the three quotes requested, only two quotes were received from those local repair companies:

<u>Company</u>	<u>Totals</u>
Telstar Instruments	\$31,863
Mario Sagredo Electrical Inc.	\$31,858
Valley Pump & Dairy Systems	Unresponsive

Telstar Instruments was not identified as the lowest bidder. However, Telstar Instruments is considered to be specialized in the specific area of repair, in addition to being familiar with the City's current SCADA electrical equipment. Telstar Instruments is immediately available to respond with all replacement parts, correct all issues at City Well No. 19, and resume normal operation at a cost not to exceed \$35,050 (inclusive of all parts, taxes, and labor and a 10% contingency). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That the City Council:

1. Direct the Finance Director to initiate a Purchase Order for Telstar Instruments for an amount not to exceed \$35,050 for the repair parts and labor needed to repair City Well 19; and
2. Direct the Finance Director to make payment to Telstar Instruments upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. Telstar Instruments Quote
2. Mario Sagredo Electrical Inc. Quote
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Contractor License #422364
Contractor DIR #1000000899

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June 6, 2022

Porterville Water Dept.
555 N. Prospect
Porterville, CA 93257
Sent via Email: dpayne@ci.porterville.ca.us

Attn: David Payne
Subject: Well 19 Site Panel
Reference: SR 20-40014

Drawings: N/A
Specifications: N/A

Dear David,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). Well 19 Site panel replacement.

By accepting this proposal from Telstar, you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

Option 1 - Soft Start Panel

1. Telstar will provide and install one (1) Nema 3R custom Soft Start enclosure to run the 125 HP well. **Note:** *Estimated lead time 3 months.*
2. The city will work with SCE to disconnect and reconnect power before panel is removed and replace.

Price for Material \$11,984.00
Price for Labor \$6,620.00
Total Lump Sum Price for Option 1 \$18,604.00

Option 2 - VFD Panel

3. Telstar will provide and install one (1) Nema 3R custom 150HP VFD enclosure to run the 125 HP Well. **Note:** *Currently In-Stock.*
4. The city will work with SCE to disconnect and reconnect power before the panel is removed and replace.

Price for Material \$25,243.00
Price for Labor \$6,620.00
Total Lump Sum Price for Option 2 \$31,863.00

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



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Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar is supplying only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold



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harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

TELSTAR'S COVID AND INDUSTRY CLAUSE RE: MATERIAL PRICING AND DELIVERY: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to COVID-19 staffing, a shortage of containers, port congestion, and raw material shortages that have extended lead times significantly. Telstar reserves the right to amend the delivery date and the price of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.



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We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez
Electrical Engineer / IC&E Specialist
Telstar Instruments
(559) 584-7116

Mario Sagredo Electrical Inc.
 966 Palm St
 Lindsay, CA 93247 US
 mariosagredo@yahoo.com

Estimate

ADDRESS
 City of Porterville

ESTIMATE #	DATE	
1137	06/06/2022	

JOB NAME

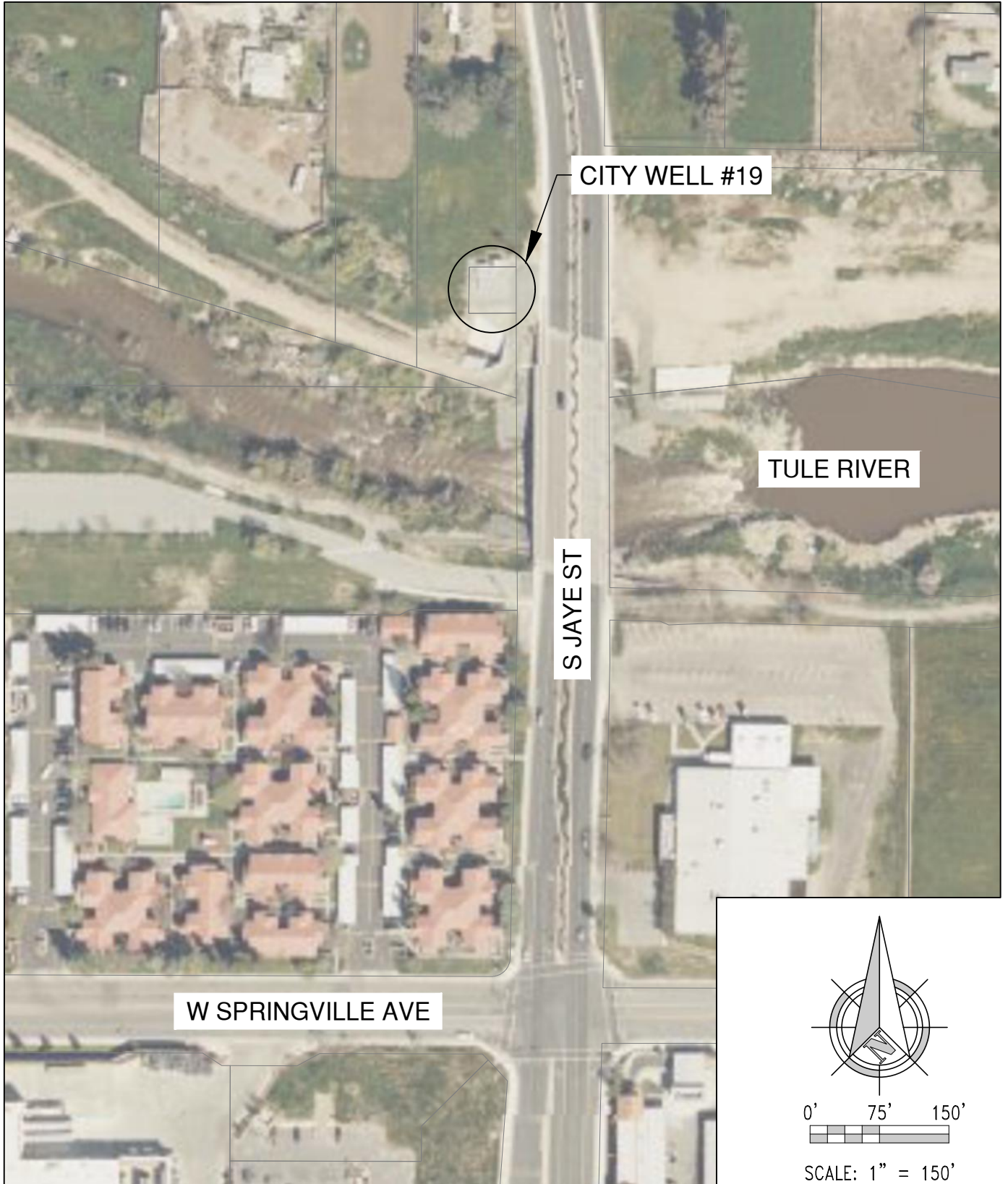
Well #19

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		SERVICE: Remove old damaged panel - identify wiring and components. Install new VFD (variable frequency drive) panel, new wires to motor, and connect all components to verify operation.			
	LABOR W/ HELPER	1 ELECTRICIAN AND 1 HELPER RATE	40	160.00	6,400.00
	DANFOSS DRIVE IP66	DANFOSS 150HP PUMP PANEL	1	21,325.00	21,325.00T
	MOTOR SAVER	MODEL 460	1	259.63	259.63T
	GALV NIPPLE	2" X 18" GALVANIZED NIPPLE	1	84.15	84.15T
	1/2" EMT	1/2" EMT CONDUIT, EMT-1/2	20	1.62	32.40T
	1/2" RT CONN	1/2" RAIN TIGHT COMP CONNECTOR, CONCRETE TIGHT, OF7601SW	6	2.40	14.40T
	1/2" ST FLEX	1/2" SEAL TIGHT FLEX CONDUIT	12	2.89	34.68T
	1/2" ST 90D CONN	1/2" SEAL TIGHT 90 DEGREE CONNECTOR	2	11.35	22.70T
	1/2" ST CONN ST.	1/2" SEAL TIGHT CONNECTOR STRAIGHT	4	5.20	20.80T
	8910DPA32V04	DEFINITE PURPOSE CONTACTOR, 2PL, 30A, 277V	1	80.00	80.00T
	THHN 12	THHN 12 STRANDED WIRE, THHN12STR	200	0.44	88.00T
	THHN 10	THHN #10 WIRE	100	0.72	72.00T
	THHN 3/0	3/0 WIRE COPPER	90	7.26	653.40T
	THHN 1	#1 THHN WIRE, THHN1	30	3.85	115.50T
	MISC	MISCELLANEOUS PARTS USED	1	500.00	500.00T

SUBTOTAL	29,702.66
TAX (9.25%)	2,155.50
TOTAL	\$31,858.16

Accepted By

Accepted Date



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

LOCATOR MAP

DRAWN BY	GG
CHECKED BY	DC
SCALE	1" = 200'
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CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Authorization to Distribute a Request for Qualifications for Design Services - Fourth Street Community Center and Park

SOURCE: Engineering and Project Management

COMMENT: The City is proposing to develop a new Community Center and Park at the southeast corner of Henderson Avenue and Fourth Street along the Rails-to-Trails (also known as the Santa Fe Byway Trail). On December 8, 2021, the City received notification of its successful application and award of \$7,800,000 for the construction of this project.

With the concepts in place as defined by the grant application, staff proceeded with the preparation of a Request for Qualifications for design services for this project. The architectural and engineering firms interested in the project shall submit a statement of qualifications that will be reviewed and rated by a selection panel. The highest ranking firms, typically two to three firms, may or may not be asked to participate in an interview panel and ranked again.

Staff will then present the results of the ranking to City Council for approval and to direct staff to negotiate a fee with the highest ranking firm or the firm determined by Council. The chosen firm will meet with staff to fine tune the scope and deliver a fee. If the fee is acceptable, staff will then seek Council's approval to execute a Service Agreement so that the firm can commence with the needed design work for the Fourth Street Community Center and Park Project.

RECOMMENDATION: That the City Council authorize staff to distribute a Design Services Request for Qualifications for the Fourth Street Community Center and Park

ATTACHMENTS:

1. Draft Request for Qualifications
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

Design Services – Fourth Community Center & Park
June 2022

PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
on behalf of the PARKS DEPARTMENT
June 2022

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) from qualified architectural and/or engineering firms for the purpose of developing plans and specifications for the Fourth Street Community Center & Park; a project funded through the Statewide Park Development and Community Revitalization Program of 2018. The final design will need to comply with the deliverables of the grant application.

The City endeavors to design and construct a multi-use community center with exterior park amenities that include an ADA accessible playground, splash pad, challenge course, public art wall, mini pitch soccer arena, outdoor exercise equipment area, picnic shelter, pump track, parking lot with lighting, landscaping and solar lighting throughout the park area. The City wishes to receive full construction documents within 7-9 months of contractual agreement.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

II EXAMINATION OF SOQ DOCUMENTS:

By submitting an SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made via written addendum. No verbal modification shall be binding.

IV SOQ REQUIREMENTS:

SOQs for this project will be accepted at this office until 4:00 p.m., on Wednesday, August 3, 2022. Three (3) copies of the SOQ shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for Fourth Street Community Center & Park Design Services." Cost proposals shall not be submitted until requested by the CITY. SOQs shall be addressed to:

Daniel Cervantez, City Engineer
Engineering & Project Management Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all SOQs, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) Preparing and reproducing its SOQ in response to this RFQ; 2) submitting its SOQ to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's SOQ; 4) other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of SOQs. Pre-contractual expenses shall not be included in the cost proposal.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the SOQ entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative and an alternate, both of whom shall be identified in the SOQ. The CONSULTANT's representative shall remain in responsible charge for the duration of the project. Should the CONSULTANT's primary representative be unable to continue with the project, the CONSULTANT's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Sarah Weaver, Project Manager, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker's Compensation laws of the State of California
- General comprehensive liability (*bodily injury and property damage*)*
- Professional liability insurance (*errors and omissions*)*
- Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$2 million per occurrence.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful CONSULTANT and its subconsultants arising out of performance requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

XIII SOQ EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Transmittal Letter;
- B. Firm(s) experience with similar projects and references;
- C. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- D. Firm(s) understanding of the project requirements;
- E. Project schedule. Firm(s) must detail ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- F. Firm(s) policy in providing Equal Employment Opportunity; and
- G. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTS according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The top three (3) highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team to determine the top rated firm. However, in the

event one proposal is clearly superior to all other proposals, The City of Porterville reserves the right to eliminate the oral interview process and present their recommendation to the City Council based solely on the proposals. The Engineering & Project Management Director shall make a recommendation to the City Council to award a contract to the top rated firm.

The City Council, at its sole discretion, may choose to accept staff's recommendation, or may choose to award a contract to another consulting firm, or may choose not to award a contract as this time. The Contract will be a written Service Agreement between the Consultant and the City setting forth the scope of work, responsibilities, deliverables, schedule, ownership of work, insurance requirements, compensation, method of payment, and other points. A sample Service Agreement is included in this RFQ package. Please indicate on the transmittal letter the firm's ability to comply with the Service Agreement provisions, including insurance coverage.

Interviews are tentatively scheduled for August 9, 2022. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new SOQs. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANT shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's SOQ and cost proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a SOQ (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The chosen CONSULTANT is expected to be presented at the City Council meeting scheduled for Tuesday, August 16, 2022. Issuance of this RFQ and receipt of SOQs does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all SOQs received in response to this RFQ, and cancel any or all portions of this RFQ and resulting Contract.

XVII COMPENSATION:

- A. All items of work required for completion of the project/s to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. Costs for any and all items not specifically listed, but required to complete the work for

projects (including all exceptions and deviations stated included in CONSULTANT's SOQ), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX SOQ FORMAT AND CONTENT:

SOQs shall be brief and include a concise address of the following information:

A. Firm Experience:

1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their

qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal for modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. SOQ Format:

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. SOQs should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response addressing each of the items, 'a' through 'p', as shown in the City's "Consultant Selection Rating Form"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN SERVICES FOR THE FOURTH STREET
COMMUNITY CENTER AND PARK

The City of Porterville seeks “Statement of Qualifications” (SOQ) from qualified architectural and engineering firms for the purpose of developing plans and specifications for the Fourth Street Community Center & Park; a project funded through the Statewide Park Development and Community Revitalization Program of 2018. The final design will need to comply with the deliverables of the grant application.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

SCOPE OF DESIGN SERVICES:

The consultant will respond directly to the Engineering and Project Management Director or their designee on the project. The selected consultant will perform, but not be limited to the following tasks:

1. Meet with City staff to ascertain the full scope of design work and determine the level and amount of information and drawings available to the consultant to assist in the preparation of the formal “scope of service”. Said scope shall be prepared and transmitted to the City for review and concurrence. The consultant shall include their “fee” for all work described in the scope of services and, if acceptable to the City, the scope of services and associated fee shall form the basis for the Consulting Services agreement. A brief description of some of the work needed is listed below.
 - a. Final design plans and specifications for the development of a grant funded Community Center and Park.
 - i. The plans and specifications must meet the deliverable requirements of the approved grant application and shall utilize the plan details from the grant application as a reference for final design. A copy of the grant application and CAD files shall be provided by the City as reference.
 - ii. Boundary and topography survey to establish property corners and design grades. Prepare legal descriptions and plat maps.
 - iii. Plans and specifications shall be complete and Code compliant (construction ready) for all aspects of the grant deliverables including but not limit to landscape & irrigation, foundation, plumbing, building structure, internal & external concrete/asphalt improvements and amenity improvements, etc.
2. Field Surveys necessary for the establishment of property corners including descriptions and recording of said property corner establishment. Topography survey as needed to

properly establish open space grades, building foundation, and floor elevations cognizant of the surrounding topography. Said topography survey shall be provided in such detail that the information will be used to establish landscape, hardscape and irrigation systems.

3. Compile background data necessary and perform services required to prepare conceptual, preliminary and final plans, specifications, contract documents, special provisions, and special details needed for a complete and thorough project.
4. Prepare an Engineer's Estimate of Probable Cost Report.
5. Provide clarifications and answer questions as needed during the construction bid process.
6. Coordinate early consultation and ongoing meetings with City staff and staff at other agencies.
7. Prepare the "Drawings of Record" and furnish the City with a digital set for the record.
8. Provide other consulting services as available through the selected firm.

DESIRABLE QUALIFICATIONS OF THE CONSULTANT:

The City is seeking a qualified consultant to provide plans, specifications, and related documentation for a grant funded community center and park. The desired consultant shall have the following qualifications:

1. Experience in design and construction support of similar facilities or other experience relevant to this type of project.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. The "design team" should be comprised of professionals with the requisite design expertise to prepare complete "construction ready" plans, specifications, shop drawing review, and construction assistance.
4. The "design team" should include the proper mix of professionals (architectural, engineering, landscape, fire sprinkler, cost estimation, etc.).

LOCAL AGENCY RESPONSIBILITIES:

The CONSULTANT will report to the CITY's Contract Administrator. The CONSULTANT shall not proceed with any work until the CITY provides the Notice to Proceed to the CONSULTANT.

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator shall be responsible for the following:

- Serve as the CITY's primary contact person for the CONSULTANT
- Monitor the CONSULTANT's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed

All records and documentation produced by the CONSULTANT become property of the CITY.

CONSULTANT SELECTION RATING FORM				
Project Name: Project Number:	Date:	Evaluation Factor	Rating Factor	FIRM
			Numerical Range & Weighting Based on Importance of Factor	FIRM
			Score	Score
a. Capability to perform all or most aspects of the project.		0-10		
b. Recent experience in projects comparable to the proposed project.		0-10		
c. Firm's reputation for professional integrity and competence.		0-5		
d. Key personnel's professional background and caliber.		0-7		
e. Adequate qualified personnel available for assignment to the project.		0-5		
f. Recent experience in specialized areas of expertise associated with the project.		0-5		
g. Demonstrated ability to meet schedules or deadlines.		0-10		
h. Demonstrated ability to complete projects without having major cost escalations or overruns.		0-7		
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.		0-10		
j. Quality of project previously undertaken.		0-10		
k. Familiarity with and proximity to the geographic location of the project.		0-5		
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.		0-3		
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.		0-5		
n. Degree of interest shown in undertaking the project.		0-3		
o. Evidence that consultant is an equal opportunity employer.		0-2		
p. Proximity of firm's office to project.		0-3		
TOTAL SCORE:				
RANKING:				

Highest Possible Score = 100

SERVICE AGREEMENT

DATE:

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and *(insert name)*, hereinafter referred to as "CONSULTANT".

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

Project Name:

Description of Project: In general, Consultant to provide (plans and specifications) (services) for the (proposed project). Details are summarized in the Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars (\$ _____)).

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

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

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants

and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

PROJECT APPLICATION FORM (CHECKLIST #1)

State of California – The Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

Statewide Park Development and Community Revitalization Program of 2018

PROJECT APPLICATION FORM

PROJECT NAME Fourth Street Community Park		
REQUESTED GRANT AMOUNT		\$ 7,800,000.00
OTHER FUNDING SOURCES		\$ 2,475,000.00
TOTAL PROJECT COST		\$ 10,275,000.00
PROJECT SITE NAME and PHYSICAL ADDRESS where project is located (including zip code) Fourth Street Community Park 36.07996510,-119.01154518 93257	PROJECT SITE OWNERSHIP (☒ all that apply) ☒ Owned in fee simple by APPLICANT ☐ Proposed Acquisition of ____ acres ☐ Available (or will be available) under a _____ year lease or easement ☐ TURN-KEY Project	
NEAREST CROSS STREETS East Henderson Avenue, East Gibson Avenue		
COUNTY OF PROJECT LOCATION Tulare		
APPLICANT NAME (entity applying for the grant) and MAILING ADDRESS City of Porterville 291 N. Main St. Porterville, CA 93257		
AUTHORIZED REPRESENTATIVE as shown in Resolution Donnie Moore dmoore@ci.porterville.ca.us (559)782-7539 Name (typed or printed) and Title Email address Phone		
APPLICATION CONTACT Donnie Moore dmoore@ci.porterville.ca.us (559)782-7539 Name (typed or printed) and Title Email address Phone		
GRANT CONTACT For administration of grant if awarded (if different from AUTHORIZED REPRESENTATIVE) Michelle Bascom mcruz@ci.porterville.ca.us (559)782-7538 Name (typed or printed) and Title Email address Phone		
GRANT SCOPE I represent and warrant that this APPLICATION describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION, including required attachments, is accurate. Donnie Moore Digitally signed by Donnie Moore Date: 2021.01.12 11:12:40 -08'00' 01/12/2021 Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date Print Name Donnie Moore Title Director		

PROJECT SELECTION CRITERION #1- LACK OF CRITICAL PARK SPACE

Ratio of Park acreage per 1,000 residents according to the fact finder	Factfinder report ID
2.19	100842

PROJECT SELECTION CRITERION #2- SIGNIFICANT POVERTY

Median household income according to the Factfinder report	Factfinder Report ID Number
\$42,087	100842
Number of people living in poverty according to the Factfinder Report	Factfinder Report ID Number
1,379	100842

PROJECT SELECTION CRITERION #3- TYPE OF PROJECT

Expand an Existing Park

What was the use of the expansion property prior to the current round's application due date?

The project property is a walking path and empty lot. The vast majority of the property is a piece of land lacking a playground, lighting, and other recreational amenities. This negatively affects the quality of life for Porterville residents as the property, which should be available for resident recreation, sits abandoned and overgrown with weeds and tumbleweeds. The property does not function as a recreational space as it does not have recreational features, and the walking path, aimlessly, has no functioning beginning or end. The property also lacks parking and lighting, making the space unsafe for residents. The property has become useless for the residents and community instead of the recreational opportunity the property has the potential to be.

Describe why the expansion is needed to complain about the adjacent existing park.

Currently the walking trail has no destination, it simply ends at the adjacent property. The project will complete the existing walking path, increasing resident and community safety, adding amenities, and become a community recreational opportunity. Additionally, the project will increase the useability of the existing walking path. Currently, the property services more as a location to park cars alongside than as a recreational option for residents. The field sits growing weeds, the walking path long forgotten by residents who are forced to drive greater distances to enjoy outdoor recreational spaces.

The Fourth Street Community Park revitalization will significantly improve residential recreational opportunities, and add amenities the community desired including; a multi-use community center, multi-use gym, arts and craft space, youth center, rock wall, racquetball/wallyball court, ADA accessible playground, splash pad, challenge course, public track, mini pitch soccer arena, landscaping, outdoor exercise equipment, picnic shelter, pump track, and parking lot. Essential safety features such as security cameras will further encourage residents to use the space, increasing overall community and resident health and well-being.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

- A. How many meetings occurred in the critically underserved community? Describe why the meeting locations and times were convenient for residents with various employment and family schedules and lack private transportation. If meetings occurred before June 5, 2018 (passage of Prop 68 Bond Act), they may also be listed for historical reference. Use the chart format below to list the details of each meeting that occurred in the critically underserved community.

meeting Date/Year	meeting Type, Venue, Address	Times (am/pm)	Day of Week	Description of meeting location/time convenience
April 24, 2019	School based community event with residents. Staff conducted surveys. Residents encouraged to participate in planning exercises in correlation with recreation features. Residents were provided an opportunity to design project plans and amenities. Roche Elementary School. 388 North Roche Street Porterville, CA 93257.	5:30-7:30PM	Wednesday	The meeting was held at the elementary school closest to the project site. The meeting was held during a weekday evening to allow working residents to attend.
June 3, 2019	Staff provided information about the grant process, surveys were conducted, and residents encouraged to participate in	5:30-6:30PM	Monday	The meeting was conducted at the project site to allow residents to attend. Residents were easily able to walk to the meeting to attend. The meeting day and time were supportive of the resident's ability to attend and reduced attendance barriers.

	planning exercises. Residents were provided an opportunity to design project plans and amenities. Fourth Street, south of East Henderson Avenue, Porterville, CA. 93257			
October 15, 2020	Staff provided information about the grant process, surveys were conducted, and residents encouraged to participate in planning exercises. Residents were provided an opportunity to design project plans and amenities. Fourth Street, south of East Henderson Avenue, Porterville, CA. 93257	5PM	Thursday	The meeting was conducted at the project site to allow residents to attend. Residents were easily able to walk to the meeting to attend. The meeting day and time were supportive of the resident's ability to attend and reduced attendance barriers. Ice cream was also provided as a participation incentive.
October 15, 2020	Staff provided information about the grant process, surveys were conducted, and residents encouraged to participate in planning exercises. Residents were provided an opportunity to design project plans and amenities. Fourth Street, south of East Henderson Avenue, Porterville, CA. 93257	6PM	Thursday	The meeting was conducted at the project site to allow residents to attend. Residents were easily able to walk to the meeting to attend. The meeting day and time were supportive of the resident's ability to attend and reduced attendance barriers. Ice cream was also provided as a participation incentive.
October 17, 2020	Staff provided information about the grant process, surveys were conducted, and residents encouraged to participate in	Saturday	10AM	The meeting was conducted at the project site to allow residents to attend. Residents were easily able to walk to the meeting to attend. The meeting day and time were supportive of the resident's ability to attend and reduced attendance

	planning exercises. Residents were provided an opportunity to design project plans and amenities. Fourth Street, south of East Henderson Avenue, Porterville, CA. 93257			barriers. Donuts were provided as a participation incentive.
October 20, 2020	In consideration of COVID-19 health and safety policies, the meeting was held virtual on Zoom.	Tuesday	5PM	The virtual community meeting allowed accessibility for residents to attend. The meeting was held in the evening to allow greater accessibility for working residents to attend. Raffle prizes were provided as an attendance and participation incentive.
October 20, 2020	In consideration of COVID-19 health and safety policies, the meeting was held virtual on Zoom.	Tuesday	6PM	The meeting was held in Spanish to increase resident inclusiveness. The virtual community allowed accessibility for residents to attend. The meeting was held in the evening to allow greater accessibility for working residents to attend. Raffle prizes were provided as an attendance and participation incentive.
October 23, 2020	In consideration of COVID-19 health and safety policies, the meeting was held virtual on Zoom.	Friday	6PM	The virtual community meeting allowed accessibility for residents to attend. The meeting was held in the evening to allow greater accessibility for working residents to attend. Bingo and prizes were provided as an attendance and participation incentive.

B. For each meeting listed in the response to 4(A), what method(s) did the applicant or partnering community based organization(s) use to invite residents? In the combined set of meetings, was there a broad representation of residents? Structure the response using the chart format below to describe the method of invitation. Include the number and general description of the residents who participated in each meeting. List meetings in the order of the response to 4(A).

meeting Date/Year	Description of the method(s) used to invite residents to this meeting.	Number of residents who participated in this meeting.	General description of the residents (youth, seniors, families or other groups) who participated in this meeting.

April 24, 2019	Meetings were advertised on the City's website, social media (Twitter, Facebook, Instagram), recreation and City e-blasts to registered contacts, and pushed out through various community partners. The City also solicited feedback from residents within the project locations (½ mile radius notification). Direct mailers to 350 community households within ½ mile of the project site.	125	Families, parents, youth, seniors.
June 3, 2019	ABOVE	28	Families, parents, youth, seniors.
October 15, 2020	ABOVE	10. Maximum 10 allowed due to COVID-19.	Families, Adults, Youth, Seniors. Residents aged 8-50 attended.
October 15, 2020	ABOVE	10. Maximum 10 allowed due to COVID-19.	Families, Adults, Youth, Seniors. Residents aged 1-75 attended.
October 17, 2020	ABOVE	6	Adults, Seniors. Residents aged 35-68 attended.
October 20, 2020	ABOVE	9	Families, Adults, Youth, Seniors. Residents aged 6-60 attended.
October 20, 2020	ABOVE	10	Families, Adults, Youth, Seniors. Residents aged 7-65 attended.
October 23, 2020	ABOVE	123	Families, Adults, Youth, Seniors. Residents aged 4-85 attended.

PROJECT SELECTION CRITERION #4 - COMMUNITY BASED PLANNING

- A. During the meetings that occurred in the critically underserved community, how were the residents enabled to design the park using Goals 1-3? Structure the response by providing the "Process" descriptions and "List" of ideas for the goals shown below.

GOAL 1

Selection of the recreation feature(s)

Process: *(describe how the residents were enabled to identify, prioritize, and then select, recreation feature(s) for the proposed project. The goal is to ask residents what facilities they want in the park.)*

Residents were provided an opportunity to learn about the potential project and provide feedback. Each meeting provided an open forum where residents could provide any feedback they wanted to share, and decide which features they would like to see included in the project. Surveys were conducted to provide a platform for residents to share feedback and rank their selections. Residents were also shown a posterboard to elicit feedback.

design of the recreation feature(s)

Process: *(describe how the residents were enabled to provide design ideas for the selected recreation feature(s). The goal is to ask residents for detailed design ideas of the features, after the features are selected.)*

Residents were provided surveys to share their feedback on which amenities and features should be included in the application. Residents were able to see design ideas via a posterboard and diagrams to provide feedback. Staff also gathered information verbally from the residents during open discussions. All ideas were documented and themes identified.

List of design ideas: *(list the residents' ideas that will be included in the design of the recreation feature(s). Avoid listing ideas that will not be included.)*

Multi-use community center, ADA accessible playground, splash pad, challenge course, public art wall, mini pitch soccer arena, landscaping, outdoor exercise equipment, picnic shelter, pump track, parking lot.

GOAL 2

Location of the recreation feature(s) within the park.

Process: *(describe the process that enabled the residents to express their preferences for the location of the recreation feature(s) within the park.)*

At all meetings and information booths, residents were able to provide feedback on where they would like new features located. Feedback was gathered from the Parks and Leisure staff. Residents were provided a blank site map and encouraged to indicate desired features and locations.

List of Reasons: *(list the reasons that will be used for the location of the recreation feature(s) within the park. Avoid listing reasons that will not be used.)*

The only permanent amenity will stay where it is because the residents did not want to extend construction time and it is not feasible to move the walking trail. The new playground, pump track, and picnic areas will be located centrally using available space and also creating a place where parents of multiple children can see throughout the entire park to monitor all children from their post near the youngest children.

GOAL 3

Safety and park beautification

Process: *(describe the process that enabled the residents to provide park design ideas for safe public use and park beautification.)*

Residents were allowed the opportunity to provide feedback on the safety features to be included in the project. Feedback was provided directly to Parks and Leisure staff through the use of surveys and verbal discussion. Safety was paramount in all feedback provided by residents. Residents were asked to choose design features they would like included in the project to improve safety. The parking lot and fencing will increase resident safety.

List of safe public use ideas: *(list the residents' ideas that will be included in the proposed project. Avoid listing ideas that will not be included.)*

Lighting
Increased law enforcement patrols
Perimeter fencing
Emergency call box

Residents also mentioned the desire to set up a community watch which would include patrol of the project site once complete.

List of park beautification ideas: *(list the residents' ideas that will be included in the proposed project. Avoid listing ideas that will not be included.)*

Residents determined drought tolerant landscaping and native plants should be included in the project. Landscaping will transform the space to a visually appealing and inviting recreational feature. The residents requested many upgrades to the existing park which will increase the safety and available recreational amenities. The shade structures and picnic tables will further transform the park into a truly beautiful and viable recreational opportunity for the city residents.

PROJECT SELECTION CRITERION #5 - EMPLOYMENT OR VOLUNTEER OPPORTUNITIES

Describe how the project will include employment or volunteer outdoor learning opportunities for residents including youth and/or corpsmembers by answering A and B using the following chart format:

A. Brief Description of the Meaningful Employment or Volunteer outdoor learning opportunities for residents and/or corps members <u>between June 5, 2018 until project completion.</u>	B. Number of residents and/or corps members
Landscaping and tree planting. Corp members will volunteer to plant trees and landscape project.	20 CORP members
Demonstration landscaping. The Native Plant Society's local chapter will lead planting workshops. Residents are able to utilize this knowledge and volunteer to help with landscaping the project.	10 residents

C. Yes

Landscaping and tree planting at the project site to be completed for the project by 20 CORPS members.

PROJECT SELECTION CRITERION #6- PARTNERSHIPS OR COMMITTED FUNDING

A. Name and general purpose of organization (specify if it is a health organization)	B. Partnership role specific to this project such as assisting with community based
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	planning, contributing volunteer hours or materials, or funding support
Sierra View Medical Center (healthcare organization). Expert healthcare in southern Tulare county. As the preeminent healthcare provider in the area, they provide excellent healthcare services to residents.	Resource and funding support to the City of Porterville for community events.

Family Healthcare Network (healthcare organization). Provide quality healthcare to community residents. Service approached, rooted in compassion and respect.	Provide health education classes and onsite resources to community residents.
Porterville Unified School District. Provides students with a dynamic, engaging, and effective educational experience that prepares them with skills to be productive citizens in a global society.	Assist with community-based planning activities with residents. Contribute volunteer hours through the Pathways Programs including Academy of Hospitality and Environmental Science Academy.
Burton School District. Inspire students to have a voice in their learning and to be engaged, curious, collaborative, and self-confident.	Assist with community-based planning activities with residents. Contribute volunteer hours.

SM Transit. Provides safe and professional transportation to community residents, reducing barriers to transportation.	Contribute volunteer hours, resources, and funding in support of the City of Porterville for community events. Provide transportation to residents with transportation barriers at discounted rates.
California Native Plant Society (Local Chapter). Brings together science, education, conservation, and gardening to power the native plant movement.	Contribute volunteer hours. Lead demonstration planning of native planting. Assist in community landscaping activities.
Imagine Community Arts Center. Provides creative opportunities for creative expression to the community and residents.	Contribute volunteer hours. Lead community art projects.

PROJECT SELECTION CRITERION #7 ENVIRONMENTAL DESIGN

Suitable Technique	Description of the Sustainable Technique
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Incorporate Bio-Swales	Water from the splash pad will be retained onsite and provide irrigation for landscaping via a bio-swale. The use of a landscaping bio-swale will help filter and minimize storm runoff promoting groundwater recharge. Pollutants will collect in the parking lot when rain occurs. The pollutants will be flushed into bio-swale where soil and vegetation trap the water to filter the pollutants out.
Water Efficient Irrigation System: a) Evapotranspiration (ET)(web-based internet) "Smart" automatic irrigation controllers; b) soil moisture sensors; c) rain-shut off device; d) waterflow sensors; e) point source dripline; f) low flow rotary steam sprinkler heads.	The water efficient irrigation system will a) monitor the local weather to pin-point real time conditions for adjusting the irrigation controller run and start times; b) detects the level of soil moisture so overwatering is prevented; c) shuts down the watering when a certain level of rain has been reached and prevents watering for a few days thereafter; d) shuts down the watering when a pipe breakage occurs and alerts the maintenance crew; e) delivers water precisely to the root zone and areas in close proximity to the root zone; f) delivers water evenly and slowly for proper percolation, preventing saturation. Additionally, there will be utility bill savings with the conservation water system installed with the project.
Recycled materials	Construction materials will be recycled including playground equipment and fall prevention safety materials.
Landscaping	Landscaping plant species selected for the project (trees, shrubs, groundcover, lawn) will be native to the local area, drought adaptive, and non-invasive. Selected landscaping plants will be hardy and not susceptible to disease requiring very little or no fertilization. The native plants will create natural defenses against many local pests and diseases meaning less pesticides will be needed.
Walking Paths	The walking path will promote storm and nuisance water percolation and infiltration.

	Water is diverted to underground dry wells where it is collected and cleaned prior to recharging into local groundwater basins.
Project Amenities: a) rubberized surfacing; site amenities; b) exercise equipment; fencing; directional signage; overhead lighting.	The project amenities will use recycled non-metallic rubber for playground soft-fall surfacing and waterplay splash pad non-slip surfacing; b) the use of recycled plastic materials to fabricate simulated wood products for benches, picnic tables, trash receptacles, fencing, playground apparatuses, parkway finding signage, light poles & fixtures.

Criterion 7B

Grove of fast growing trees will be planted including: Northern Red Oak, Chinese Pistache, Eastern Redbud.	Residents expressed concern about the lack of trees, insufficient shade, air filtration and to combat climate change. In response to this concern, the design intentionally includes groves of fast growing shade trees, rather than individual specimen trees projected to fill out over decades. In design development, species were selected that maximize sequestration, shade, and air filtration. The trees will also reduce air pollution and Greenhouse Gas Emissions.
Safe, reliable drinking fountains, water bottle filling stations, and water interpretation	Residents currently do not have access to safe, reliable drinking water. The Project will include water bottle fillable stations and drinking fountains.
Energy efficient lighting for indoor and outdoor spaces	Solar lighting will be installed along the walking trail and playground.

PROJECT SELECTION CRITERION #8 – PUBLIC USE FEES AND HOURS OF OPERATION

Describe how youth, seniors, and families affected by poverty will have DAILY ACCESS to the PROJECT SITE by answering the following:

- A. Overall PARK Monday through Sunday hours of operation: What will be the Monday through Sunday hours of operation for the overall PARK to accommodate various needs of youth, seniors, and families?

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk
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B. Specific hours of operation of grant-funded facilities:

Will the Monday through Sunday hours of operation differ for any RECREATION FEATURES listed in the Grant Scope/Cost Estimate Form? If so, please identify the RECREATION FEATURE(S) and Monday through Sunday hours of operation in the chart below.

Recreation Feature	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Multi-use Community Center	10AM-6PM	8AM-10PM	8AM-10PM	8AM-10PM	8AM-10PM	8AM-10PM	8AM-10PM
ADA Accessible playground, Splash Pad, Challenge Course	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk
Mini Pitch Soccer Arena	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk
Picnic Shelter	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk
Outdoor Exercise Equipment	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk
Pump Track	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk	Dawn-Dusk
Parking Lot	6AM-10PM	6AM-10PM	6AM-10PM	6AM-10PM	6AM-10PM	6AM-10PM	6AM-10PM

C. Entrance or membership fees: Will the public be charged entrance or membership fees to enter the overall park?

Will entrance, membership, or league/activity fees be charged to use a RECREATION FEATURE that is a majority of the TOTAL PROJECT COST listed in the Grant Scope/Cost Estimate Form?

If so, list each fee, identify if the fee is daily, weekly, or monthly, and explain why the fee will not prevent DAILY ACCESS for youth, seniors, and families affected by poverty.

Recreational Feature	Fee	Explanation
N/A		

There are no fees to utilize the recreational features. All features are general use. The large picnic structure can be reserved in advance for a small use fee or enjoyed on a first-come first-served basis.

PROJECT SELECTION CRITERION #9 – COMMUNITY CHALLENGES, PROJECT BENEFITS, AND READINESS

A. What CHALLENGES are present within the community that contributes to the need for the PROJECT?

Challenge	Description of the Challenge
Lack of Safe, affordable resident recreational opportunities	For a city of over 60,000 residents, the lack of recreational opportunities for residents in Porterville is extreme. The City does not have a gymnasium. School gymnasiums are so overcrowded with school and travel teams that it is common for youth teams to practice on a school night until 9:30PM. The City's youth basketball league of 24 teams can only provide one night per week practice for one hour on a half court. The City does not have a lighted walking trail outside within city limits. The lack of lighting has a significant negative impact on trail usage citywide. Residents are afraid to use the walking trail in darkness. The extreme lack of athletic field lighting causes constant unsafe circumstances, as well as teams just not being able to practice or play games once daylight savings time ends. Currently, residents turn on car headlights in order for soccer and football teams to finish practice. A lighted multi-use mini pitch field will be used seven days a week drastically reducing this concern and increasing residential recreational opportunities.
Brown field	The project site is a brown field. Brown fields pose a safety risk to residents including hazardous substance, pollutant, or containment run off. Brown fields also increase the risk of soil erosion which can be very hazardous to neighboring vegetation and landscaping. The project site is adjacent to a residential community further increasing the risk and driving the need to transfer the space to a safe area for residents in the community. Porterville groundwater contains 69% groundwater threat and 65% toxic pesticide release further exaggerating the concern.
Poverty	Porterville is made up of 86.9% Hispanics. The national average poverty rate for Hispanics is 22.2%, whereas in Porterville it is 28.3%. For the total population of Porterville, 30.1 % of residents live in poverty, double the national average. 89% of youth that attend the City's Teen Center reside in very low to low income housing. With such a high incidence of poverty, it's imperative that we provide affordable and accessible recreation

	opportunities for residents. Recreation has been shown to have significant positive impacts on physical and emotional health.
Poor air quality	Tulare County recently earned an "F" grade with 124 unhealthy air days in one year. According to the CalENViroScreen 3.0, Porterville's air quality is in the 75% percentile for California. Porterville is largely agricultural. Thus the use of pesticides, chemical fertilizers, and cotton exfoliates is common. Additionally, community-wide nut trees harvesting releases harmful airborne particles into the atmosphere. All these by-products of agriculture contribute to increased severe asthma, respiratory ailments, and cardiovascular problems. Growing evidence suggests that a variety of environmental pollutants may contribute to obesity and diabetes, as well as other diseases. Persons with upper respiratory diseases and conditions find it more difficult to engage in recreation as most activities take place outside. With an indoor recreation facility, individuals can maintain a healthy, doctor recommended exercise routine without risking further complications to their health.

B. How will the PROJECT benefit the HEALTH and quality of life for youth, seniors, and families by improving the community's recreational, social, cultural, environmental, educational, and economic conditions?

HEALTH and quality of life conditions	How the PROJECT will benefit the HEALTH and quality of life for youth, seniors, and families.
Recreational	The improved recreational features will give residents of all ages more opportunities and encouragement to be physically active making them stronger and healthier while reducing their risks of developing obesity and other health related problems such as cardiovascular disease. Physical activity and recreation opportunities also improve outcomes for those who have asthma. This project will drastically benefit the health and quality of life for residents. The project will offer multiple recreational opportunities. Porterville currently has nearly zero recreational opportunities available to residents. The expansion of access to recreational activities will benefit residents both physically and mentally. The new amenities at Fourth Street Community Park will build health habits in young children and serve as a recreational option for seniors. Throughout the community planning meetings, residents identified lighting as extremely important. The new lighting at the project site will allow residents to enjoy the park throughout the evening as opposed to now, during fall and winter months, the walking path is unusable.

Social	The park project will include new picnic areas throughout the park. These picnic tables will be covered with shade sails drawing more families and groups to socialize at the park. The pump track and the playground will attract youth and adults that share interest in the sport and give them an opportunity to form friendships over this shared interest. The park will be an ideal place for new friendships to develop improving residents' mental and emotional health. Park space is a common ground that connects us all. It brings us together to share good times. Social connections that take place at recreation spaces and programs are vital for youth, families and seniors. Recreation provides physical, emotional and mental health and wellness and supports social equity. The design of the project limits unusable space. All features compliment one another and support intergenerational play, events, gatherings, and encourage residents to enjoy the outdoor spaces.
Cultural	Play is universal. The project will build a sense of community and encourage residents of different backgrounds to meet, interact and learn about each other, celebrating inclusion and diversity.
Environmental	The park has been thoughtfully planned to be environmentally friendly. Using California Green Standards, the amenities will improve cost effectiveness and efficiency. The park vegetation will also support air quality, which is exceptionally problematic in Porterville. The park will further support environmental improvements through its extensive landscaping. The new vegetation will work to improve both air and water quality.
Educational	The park offers educational opportunities in the form of the Public Art Wall, partnership with the Community Arts Center, and educational demonstrations and planning by the California Native Plant Society. These educational elements make learning fun and engaging for residents. The park will be an ideal location for residents to form connections with like-minded residents. Because the park offers both traditional and innovative recreation features, it is likely to create strong community relationships.

Economic (and advancing solutions to prevent displacement, if applicable)	The park is not anticipated to have significant impacts on property values, therefore, it is not anticipated to cause displacement. The project will support the local economy, provide revenue, and jobs to residents. The new community connections created at the park will help residents build networks that can help youth obtain emotional support during difficult times. The community connections also serve as a support mechanism to residents as they navigate the journey to break the cycle of poverty.
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Project ID: 100842
Coordinates: 36.0800, -119.0115
Date: 12/16/2020

PROJECT AREA STATISTICS

County	Tulare
City	Porterville
Total Population	3,487
Youth Population	1,108
Senior Population	364
Households Without Access to a Car	100
Number of People in Poverty	1,379
Median Household Income	\$42,087
Per Capita Income	\$18,434
Park Acres	7.64
Park Acres per 1,000 Residents	2.19

[illegible]

The project statistics have been calculated based on half mile radius around the point location selected. Only park acres within the project area's half mile radius are reported.

Population and people in poverty are calculated by determining the percent of any census block-groups that intersect with the project area. The project area is then assigned the sum of all the census block-group portions. An equal distribution in census block-groups is assumed. Rural areas are calculated at a census block level to improve results.

Median household and per capita income are calculated as a weighted average of the census block-group values that fall within the project area.

More information on the calculations is available on the methods page.

Demographics—American Community Survey (ACS) 5-year estimates 2014–2018; Decennial 2010 Census; the margin of error (MOE) was not analyzed.

Parks—California Protected Areas Database 2020a CFF adjusted (6/2020) - more information at <http://www.CALands.org>. Parks and park acres area based on best available source information but may not always contain exact boundaries or all parks in specific locations. Parks are defined further in the 2015 SCORP (pg. 4).

Users can send updated information on parks to SCORP@parks.ca.gov



SCORP Community FactFinder is a service of the
California Department of Parks and Recreation
www.parks.ca.gov

SCORP Community FactFinder created by
GreenInfo Network www.greeninfo.org
in consultation with CA Dept. of Parks and Rec





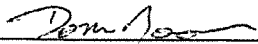
State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
COMMUNITY FACTFINDER HANDBOOK FORM

APPLICANTS will sign this Form after completing Steps 1-8 following the FactFinder Handbook available at parks.ca.gov/spp.

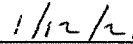
I certify that the California State Parks Community Fact Finder Report that was submitted at the time of APPLICATION met the following two requirements:

- ✓ Acreage that should or should not be counted within the PROJECT SITE'S radius has been reported to SCORP@parks.ca.gov. (Step 6)
- ✓ The FactFinder Report was generated with the pin located in the boundary of the PROJECT SITE. (Step 7)

I understand if either of the above requirements were not met, OGALS will generate a new report with the pin located in the middle of the PROJECT SITE to create the new half-mile radius and will use the data for purposes of Project Selection Criteria 1 and 2.



AUTHORIZED REPRESENTATIVE Signature



Date

GRANT SCOPE/COST ESTIMATE FORM

Follow the directions starting on page **Error! Bookmark not defined.**

GRANT SCOPE ITEMS		ESTIMATED COST
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY		
+	Construct a new multi-use community center	\$7,500,000
+	Construct one new ADA accessible playground	\$120,000
+	Construct a new splash pad	\$100,000
+	Construct a new challenge course	\$200,000
+	Construct a new public art wall	\$15,000
+	Construct a new mini pitch soccer arena	\$160,000
+	Construct a new outdoor exercise equipment area	\$40,000
+	Construct one new picnic shelter	\$60,000
+	Construct a new pump track	\$155,000
+	Construct a new parking lot with lighting	\$250,000
+	Construct new landscaping throughout the park	\$95,000
+	Construct new solar lighting throughout the park	\$80,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)		\$8,775,000
Total Estimated PRE-CONSTRUCTION COST (B)		\$1,500,000
TOTAL PROJECT COST (A+B)		\$10,275,000
Requested GRANT Amount		\$7,800,000
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)		\$1,500,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT

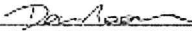
GRANT SCOPE/COST ESTIMATE FORM (CHECKLIST #5)

GRANT SCOPE/COST ESTIMATE FORM

Follow the directions starting on page 37

GRANT SCOPE ITEMS	
ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost	
DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	
	ESTIMATED COST
Multi-use community center	\$7,500,000
ADA accessible playground, Splash Pad, Challenge Course	\$450,000
Public art wall	\$15,000
Mini pitch soccer arena	\$160,000
Landscaping	\$125,000
Outdoor exercise equipment	\$40,000
Picnic shelter	\$60,000
Pump track	\$175,000
Parking lot	\$250,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$8,775,000
Total Estimated PRE-CONSTRUCTION COST (B)	\$1,500,000
TOTAL PROJECT COST (A+B)	\$10,275,000
Requested GRANT Amount	\$7,800,000
Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$1,500,000

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables, and that all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.


 AUTHORIZED REPRESENTATIVE Signature

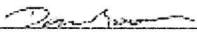
1/12/21
 Date

FUNDING SOURCES FORM

FUNDING SOURCES FORM

Funding Source	Date COMMITTED	Amount
Statewide Park Program Grant Request	TBD	\$7,000,000
City of Porterville	October 6, 2020	\$2,475,000
Grand Total All Funding Sources (Estimated TOTAL PROJECT COST)		\$10,275,000

The APPLICANT understands that the PROJECT cannot be funded unless the requested GRANT equals the estimated cost needed to complete the PROJECT, or, the requested GRANT plus the total amount of additional COMMITTED FUNDS equals the estimated cost of the PROJECT. If the GRANT is awarded, there will be no need for additional fundraising. The PROJECT must be completed and open to the public before final GRANT payment is processed. If funding sources change from the time of APPLICATION until PROJECT COMPLETION, the APPLICANT understands this form must be updated within 30 days.


 AUTHORIZED REPRESENTATIVE Signature

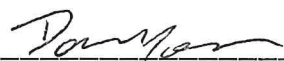
1/12/21
 Date

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION
PROJECT TIMELINE FORM

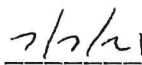
TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
1. Appraisal and Purchase Agreement (for ACQUISITION)			Item Complete	Item Complete
2. Close of escrow (for ACQUISITION)			Item Complete	Item Complete
3. Schematic/concept level design with community-based planning and ADA (Americans with Disabilities Act) considerations	05/01/22	12/31/22	City of Porterville	
4. Site risk assessment for possible contaminants and other complications	07/01/22	07/31/22	City of Porterville	
5. CEQA for the construction scope			Item Complete	Item Complete
6. Engineer cost estimate	09/01/22	11/30/22	City of Porterville	
7. Consultation with CONSERVATION CORPS to consider feasibility	07/01/22	07/31/22	City of Porterville	
8. Construction Documents (final design includes the community based planning results)	09/01/22	12/31/22	City of Porterville	
9. Construction Permits	12/01/22	03/31/23	City of Porterville	
10. Other permits (Note if Department of Toxic Substances Control, Division of the State Architect, US Army Corps of Engineers, or other regulatory permits as	03/01/23	03/31/23	City of Porterville	

TASKS The below list can be adjusted/reorganized with tasks added/removed unique to each PROJECT.	START DATE (MM/YY)	END DATE (MM/YY)	LEAD AGENCY responsible for task and contact information	NOTES ABOUT ANY POTENTIAL DELAYS/ISSUES
applicable to site, are required)				
11. Construction Bid Package Preparation/start Bid Process	03/01/23	04/30/23	City of Porterville	
12. Bid Approval for Construction	04/01/23	05/31/23	City of Porterville	
13. Environmental cleanup/remediation			Item Complete	Item Complete
14. Construction Period	05/01/23	09/30/24	Item Complete	
15. Grand Opening/completed for public use with grant completion package (three months before the end of the GRANT PERFORMANCE PERIOD).	10/01/24	10/31/24	City of Porterville	
16. Thirty years of operation and maintenance for public use.	07/01/20	06/30/50	City of Porterville	Thirty years beginning with APPROPRIATION DATE

I certify that the above timeline has been created with input from each agency contact listed in the right column above. The agency contacts for each milestone above have reviewed the project concept, including its location and scope, and represent that the time period estimated for the step "*is reasonable absent any unforeseen circumstances*".



AUTHORIZED REPRESENTATIVE Signature



Date

Applicant Capacity

1.

A)

1. Project Address

Fallen Heroes Park
356 East Chase Avenue
Porterville, CA 93257

2. Scope of Work

Acquisition of 2.33 acre project site, construction of a new park which included; ADA accessible playground with shade structure, athletic field, lighted basketball court, landscaping with bioswale, lighted walking trail, outdoor gym exercise equipment, splash pad, covered BBQ/picnic areas, restroom facility, parking lot.

3. Total Project Cost \$2,152,599

4. Funding Sources: Proposition 84

5. Start Date and Completion Date

March 2011-November 2014

B)

1. Project Address

Heritage Center
256 East Orange Avenue
Porterville, CA 93257

2. Scope of Work

Construction of a new recreation center, children's library, picnic area, playground, courtyard, landscaping, and parking lot.

3. Total Project Cost \$2,704,698

4. Funding Sources: Community Development Block Grant, Section 10 Loan

5. Start Date and Completion Date

March 2003-August 2005

C)

1. Project Address

Veterans Park Trail
1501 West Henderson Avenue
Portville, CA 93257

2. Scope of Work

Installation of concrete ADA compliant Class 1 multi-use walking circuit trail through interior of Veeran park. Installation of solar lights. Trail provides connectivity to all amenities in the park including picnic area, playground, restroom, parking lot, and adjacent street. The project also added additional seating, including 28 benches along the trail.

3. Total Project Cost: \$372,459

4. Funding Sources: Housing-Related Parks Grant

5. Start and Completion Date

June 2016-May 2017

2. Provide an operation and maintenance budget breakdown (chart) showing the monthly and annual total expected cost to operate and maintain this proposed PROJECT (include utilities, routine repairs/upkeep, and staffing costs in the chart).

MONTH	UTILITIES	MAINTENANCE	STAFF
January	5,500	1,000	7,000
February	6,000	1,200	7,500
March	6,500	1,700	9,000
April	7,500	1,900	9,000
May	7,500	2,200	9,500
June	8,500	2,200	11,000
July	9,000	1,900	11,000
August	8,500	1,900	10,500
September	7,500	1,800	10,000
October	7,000	1,700	9,000
November	6,000	1,500	7,500
December	5,500	1,000	7,000
ANNUAL	\$85,000	\$20,000	\$108,000

3. What are the planned funding sources to operate and maintain the proposed PROJECT?

The park will be operated and maintained from the City of Porterville's general fund-which consist of property tax and sales tax. The general fund budget from the previously city owned recreation building will be utilized to maintain and operate the park.

4. Provide the weblink for a list of PARKS and facilities the APPLICANT currently oversees. If a website is not available, please provide the list in this response. OGALS may visit some of the APPLICANT'S PARKS to review the level of ongoing operation and maintenance.

<http://www.ci.porterville.ca.us/depts/ParksandLeisure/cityparks.cfm>

CEQA COMPLIANCE (CHECKLIST #9)



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

Grantee: City of Porterville
Project Name: Fourth Street Community Park
Project Address: Henderson Avenue at Rails To Trails Parkway

Is the CEQA analysis complete? ☒ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:
(check one) Date complete/expected to be completed

☒ Notice of Exemption (attach recorded copy if filed) 02/05/2021

☐ Notice of Determination (attach recorded copy if filed) _____

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

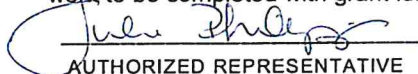
Lead Agency Contact Information

Agency Name: City of Porterville
Contact Person: Donnie Moore
Mailing Address: 291 N Main Street
Phone: (559) 782-7460 Email: planning@ci.porterville.ca.us

Certification

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.


AUTHORIZED REPRESENTATIVE
(Signature)

02/16/2021

Date

Julie Phillips, ComDev Mgr

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
ONOE ONOD		



Notice of Exemption

FILED
TULARE COUNTY

FEB 05 2021

ROLAND P. HILL
ASSESSOR/CLERK RECORDER
BY:

To:

☐ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, Ca 95812-3044

From:

Lead Agency: City of Porterville
Address: 291 N Main Street
Porterville, CA 93257
Contact: Julie Phillips
Phone: (559) 782-7460
Email: planning@ci.porterville.ca.us

☒ Tulare County Clerk
County Civic Center
221 South Mooney Boulevard, Room #105
Visalia, CA 93291

Applicant: City of Porterville
Address: 291 N Main Street
Porterville, CA 93257
Contact: Donnie Moore
Phone: (559) 782-7460

Project Title: Fourth Street Community Park

Project Applicant: City of Porterville

Project Location – Specific: That 4.8± acres on the south side of Henderson Avenue, immediately east of the Rails to Trails Parkway, in Porterville.

Project Location – City: Porterville Project Location – County: Tulare

Description of Nature, Purpose and Beneficiaries of Project:

The project will consist of construction of a 20,000 square foot recreation center adjacent to the existing Rails to Trails on Fourth Street just south of Henderson Avenue. Project deliverables will include exterior landscaping, art wall, picnic shelter, challenge course, pump track, mini pitch, splash pad, a parking lot, gymnasium, youth center room, racquetball court, rock climbing wall, multi-purpose room, restrooms, storage room, office space and reception area. Total project cost estimate is \$12,000,000.

Name of Public Agency Approving Project: City of Porterville

Name of Person or Agency Carrying Out Project: City of Porterville

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1);15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a);
☐ Emergency Project (Sec. 21080(b)(4);15269(b)(c);
☒ Categorical Exemption. State type and section number: Class 32. Infill Development
☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Expansion of a public facility within an existing neighborhood.

Signature: Julie Phillips

Title: Julie Phillips, Community Development Manager

Date: 1/18/21

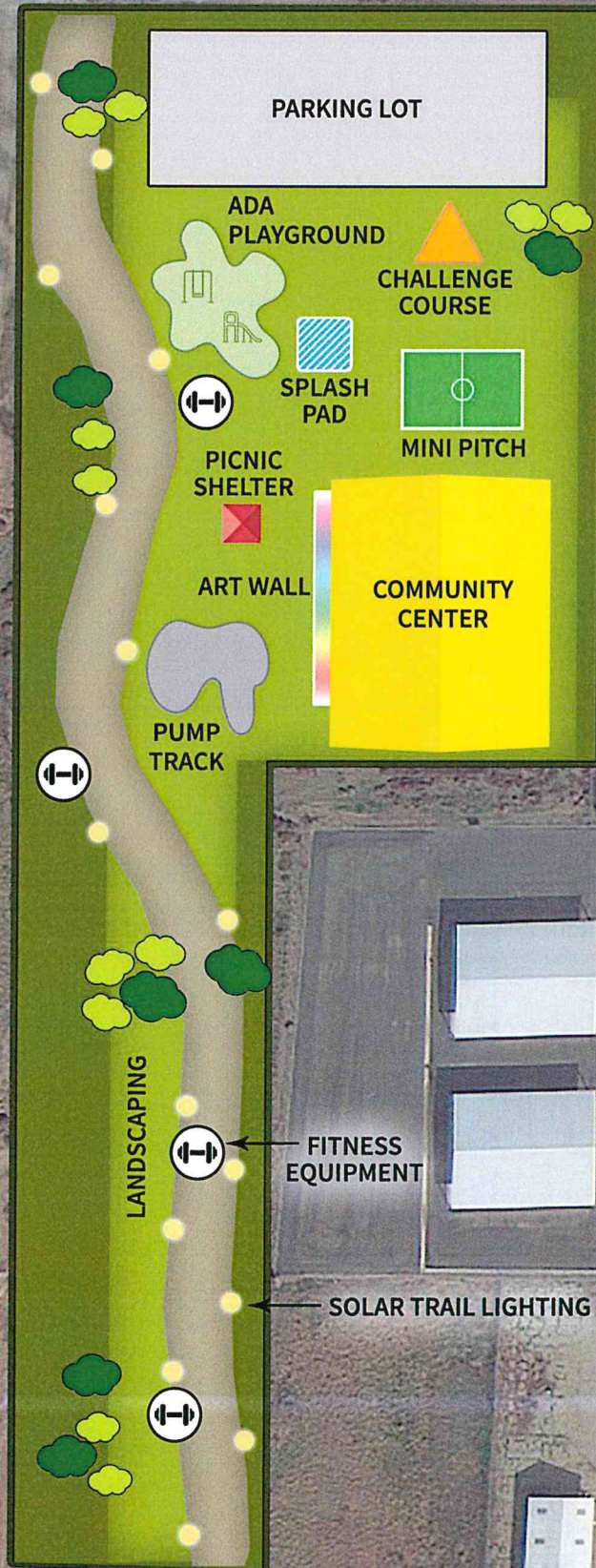
☒ Signed by Lead Agency ☐ Signed by Applicant

Authority Cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

GRANT SCOPE ITEMS

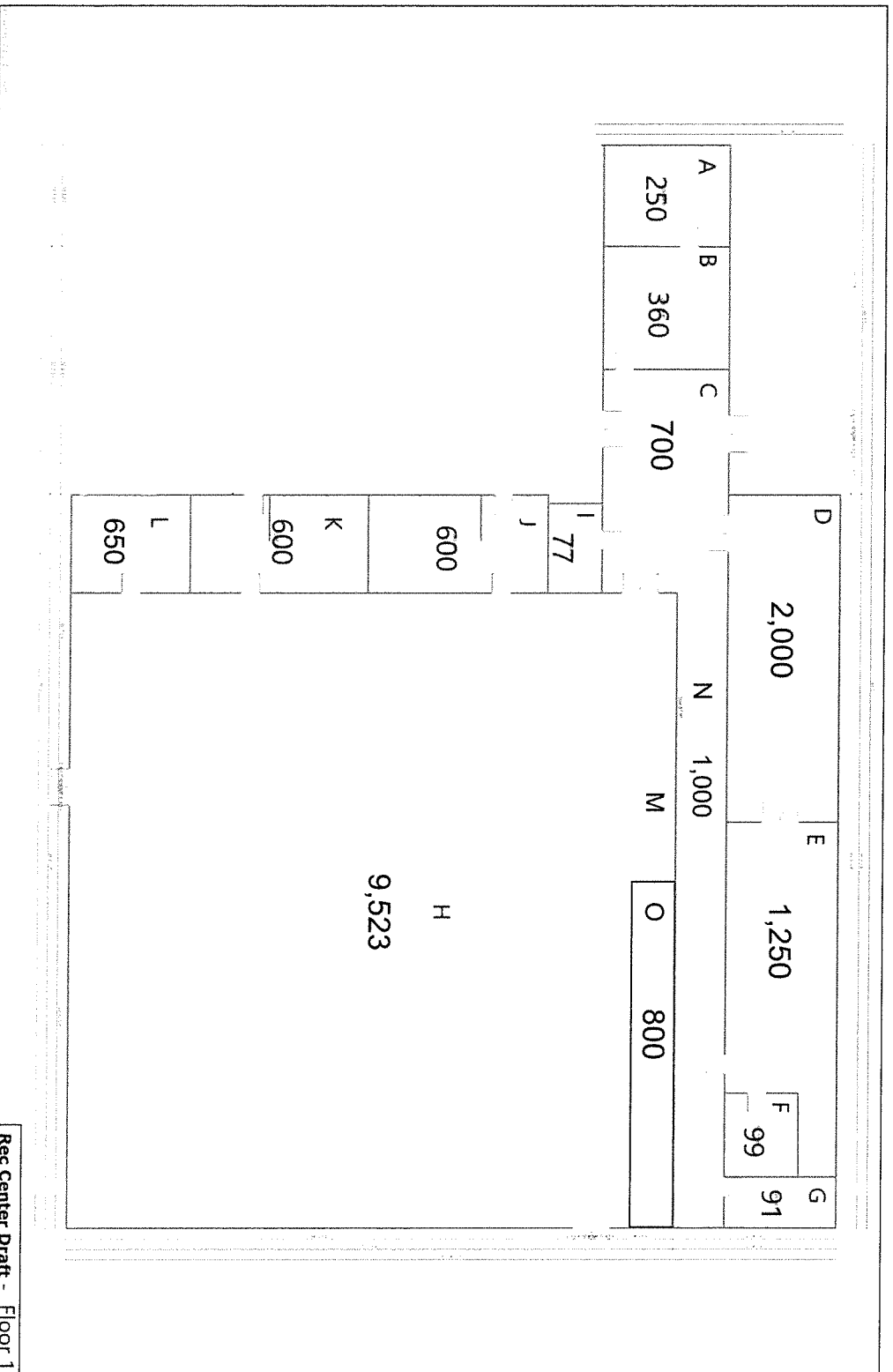
HENDERSON AVE.

4TH ST.



Key:

- A:** Staff Office
 - B:** Reception Office
 - C:** Foyer
 - D:** Teen Center
 - E:** Game Room
 - F:** Storage
 - G:** Electric
 - H:** Gymnasium
 - I:** Custodial
 - J:** Men's Restroom
 - K:** Women's Restroom
 - L:** Gym Storage
 - M:** Rock Wall
 - N:** Hallway
 - O:** Racquetball Court
- 18,000 sf



FOURTH STREET COMMUNITY PARK

SITE PHOTOS

PORTERVILLE, CA



FOURTH STREET COMMUNITY PARK

SITE PHOTOS

PORTERVILLE, CA



PORTERVILLE KIDS FEST

MARCH 30, 2019

POTERVILLE SPORTS COMPLEX

FAMILY NIGHT

APRIL 24, 2019

ROCHE ELEMETARY SCHOOL



FAMILY NIGHT

APRIL 24, 2019

ROCHE ELEMETARY SCHOOL



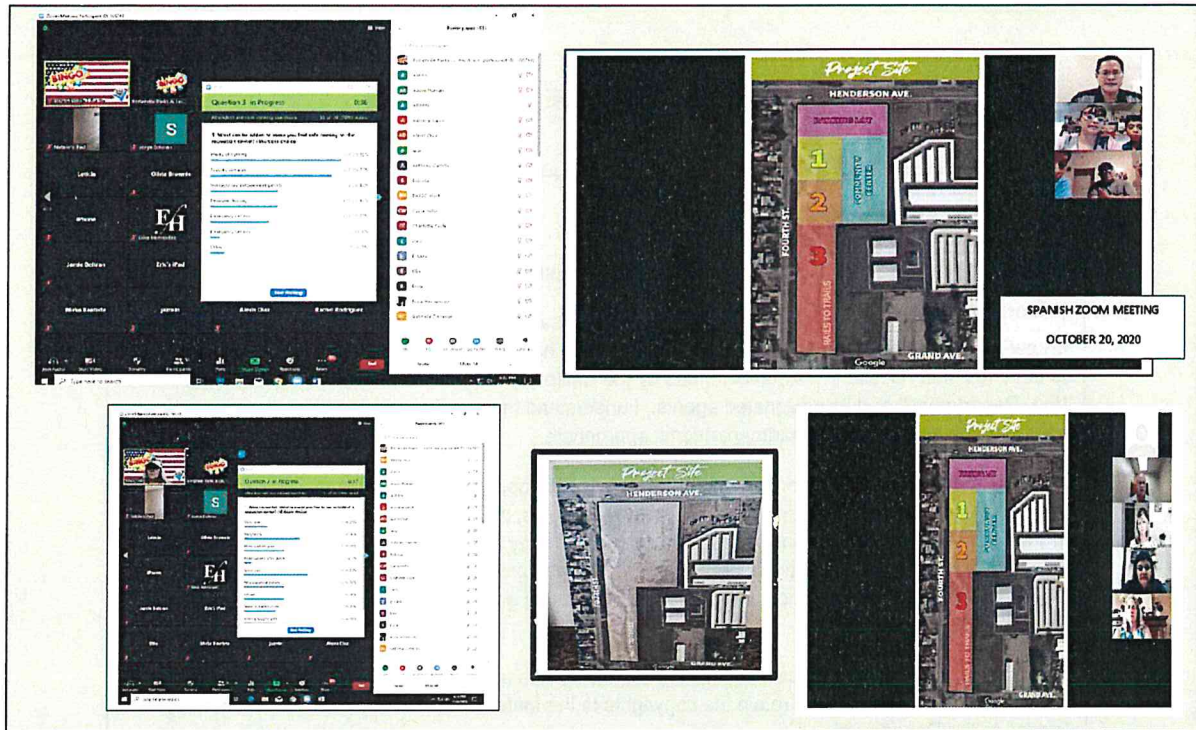
ZOOM MEETINGS

OCTOBER 10, 2020

OCTOBER 20, 2020

OCTOBER 20, 2020 SPANISH

OCTOBER 23, 2020



PHOTOS AND COPYRIGHT LICENSE AGREEMENT (CHECKLIST #12)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

COPYRIGHT LICENSE AGREEMENT

COPYRIGHT REGISTRATION NO.

ITEM DESCRIPTION

Fourth Street Community Park

hereafter called the "Material," a copy of which is attached hereto as Exhibit "A".

I, Donnie Moore, am the creator of, and/or have acquired the intellectual property rights to the Material, and hereby warrant that I have the authority to issue this license and to authorize and release the Material for use by the California Department of Parks and Recreation (the "Department") and its designated agents. I understand that the Department wants to use and reuse the Material, as the Department deems appropriate.

I hereby grant to the Department an unrestricted, fully paid up, world wide, irrevocable, perpetual license to use, reproduce, distribute, create derivative works, publicly display and perform the Material, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. This right includes, but is not limited to, the right to copy, publish, distribute, alter and publicly display the Material for education, interpretation, advertising and other purposes consistent with the mission of the Department.

I understand that I will not receive any money for this license agreement, or for any use described above. I understand that I will retain the copyrights to the Material, but hereby grant an unrestricted license to the Department.

I release and discharge Department from any and all claims and demands arising out of, or in connection with any use of the Material, including but not limited to, any and all claims of libel, moral rights and invasion of privacy, and/or any claims under the Visual Artists Rights Act. I realize that I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

I am at least 18 years of age and have the right, ability and authority to enter this binding license agreement.

AGREED AND ACCEPTED

BY 	DATE 02/24/2021	BY 	DATE
PRINTED NAME OF PERSON SIGNING Donnie Moore		PRINTED NAME OF PERSON SIGNING	
ADDRESS 291 N Main St		TITLE	DISTRICT/SECTION
CITY/STATE/ZIP CODE Porterville/CA/93257		State of California Department of Parks and Recreation	
PHONE NO. (559) 782-7539	EMAIL dmoore@ci.porterville.ca	PHONE NO.	EMAIL

DPR 992A (Now 3/2003)(Excel 3/28/2003)

CEQA COMPLIANCE (CHECKLIST #9)



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

Grantee: City of Porterville

Project Name: Fourth Street Community Park

Project Address: Henderson Avenue at Rails to Trails Parkway

Is the CEQA analysis complete? ☒ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:
(check one) Date complete/expected to be completed

☒ Notice of Exemption (attach recorded copy if filed) 02/05/2021

☐ Notice of Determination (attach recorded copy if filed) _____

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information

Agency Name: City of Porterville

Contact Person: Donnie Moore

Mailing Address: 291 N Main Street

Phone: (559) 782-7539 Email: dmoore@ci.porterville.ca.us

Certification

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.


AUTHORIZED REPRESENTATIVE
(Signature)

07/07/2021
Date

Donnie Moore, Director
AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
☐ NOE ☐ NOD		



California Conservation Corps and Certified Community Conservation Corps

Corps Consultation Review Document



Proposition 68 – Parks, Environment and Water Bond

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps (hereafter collectively referred to as Corps) staff on behalf of applicants wishing to seek preference for using the Corps, and must accompany applications for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Please see the [Corps Consultation Process](#) for more information. A copy of the process can be requested from the state department administering the grant program.

1. Name of Applicant: **City of Porterville Parks and Leisure Services**
2. Project Title: **Fourth Street Community Park**
Department/Conservancy to which you are applying for funding: **CA State Parks**
3. Program: **Statewide Parks Program**

This Consultation Review Document is being prepared by:

- ☒ The California Conservation Corps (CCC)
- ☒ **California Association of Local Conservation Corps (CALCC)**

4. Applicant has submitted the required information by email to the Corps:
 - ☒ **Yes, Applicant has submitted all necessary information.**
 - ☐ No, Applicant has not submitted all information or did not submit information to both Corps. Application is deemed non-compliant.
5. Determination:
 - ☐ It is NOT feasible for Corps services to be used on the project (deemed compliant).
 - ☒ **It is feasible for Corps services to be used on the project.**

Please contact the Sequoia Community Conservation Corps to discuss costs and coordinate the planning of Corps involvement in this project, and reach out again if your project receives funding:

Name: Ron Stout

Email: ron.stout@cset.org

2/24/2021

Mail - Donnie Moore - Outlook

LABOR ESTIMATE FOR THE FOURTH STREET COMMUNITY PARK PROJECT

Ron Stout <ron.stout@cset.org>

Fri 2/19/2021 3:41 PM

To: Donnie Moore <dmoore@ci.porterville.ca.us>

Cc: Nicole Ferreira-CSET <nicole.ferreira@cset.org>; Sandra Jimenez <sandra.jimenez@cset.org>

 1 attachments (49 KB)

PLANTS-TREES-AMENITIES LIST.pdf;

Warning! This message was sent from outside your organization and we are unable to verify the sender.

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

Hi Donnie,

The estimate for CSET to perform labor only on the attached list is \$45,500.00. My crew would be a supervisor and four corps members five days weekly. I have estimated that it would take my crew 45 working days to do this work. If you get the grant and depending where I am at on projects and when the work would start, we can look at other possible labor options at that time. All of my current projects have a supervisor and four corps members assigned to them. A lot of this is due to Covid 19 issues and transporting corps members. My hope is that this pandemic ends as quickly as possible in 2021.

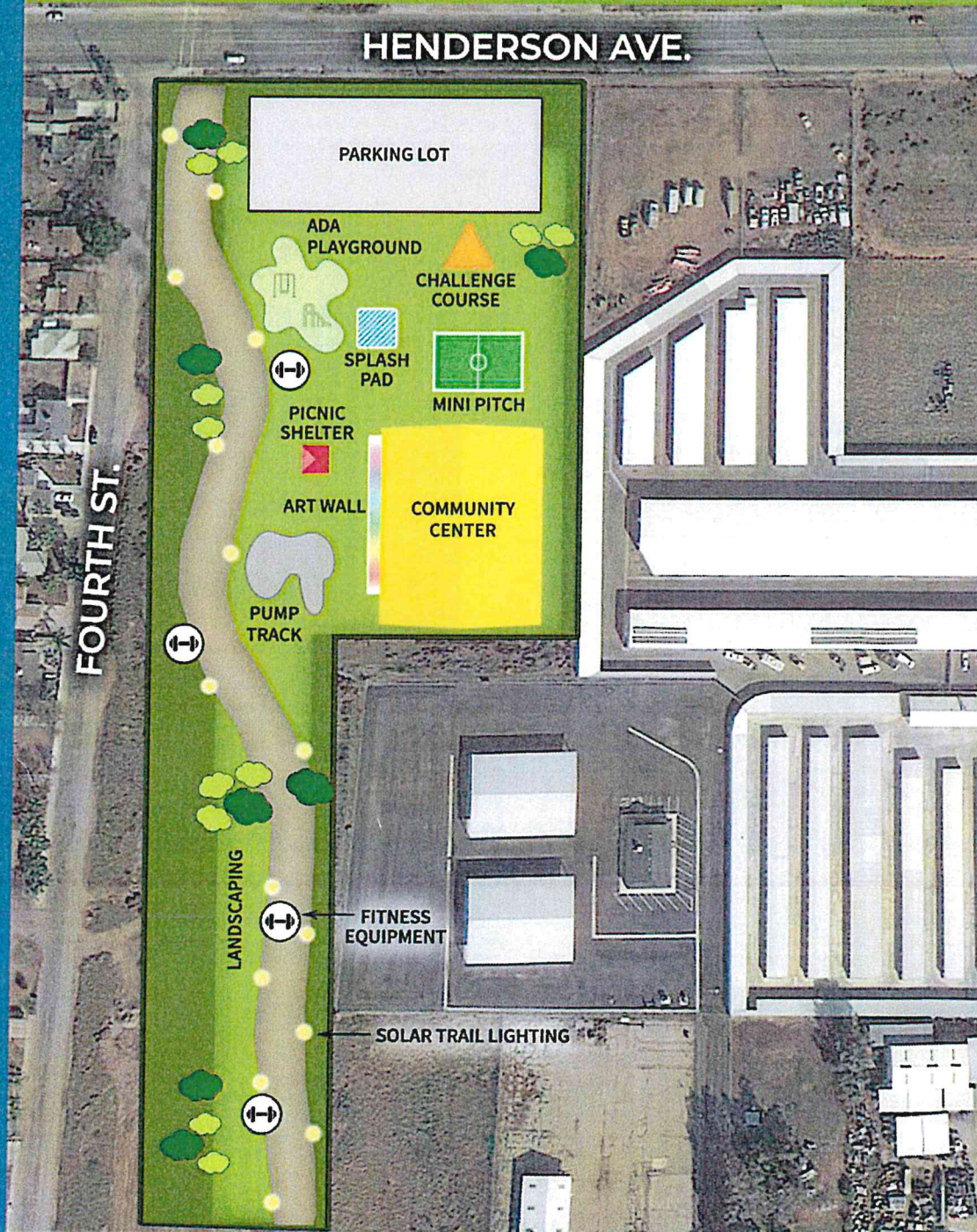
Let me know if you have any questions.

Thanks,

--

RON STOUT
DIRECTOR-PUBLIC WORKS
CSET
559-741-4678-office
559-804-6431-cell
ron.stout@cset.org

GRANT SCOPE ITEMS





CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Bid Results - Animal Shelter Project

SOURCE: Engineering and Project Management

COMMENT: On May 31, 2022, staff did not receive any bids for the Animal Shelter Project. The project includes the remodel of an existing building to create an Animal Shelter at 185 N. D Street. The project was bid as a whole and included frontage improvements along D Street and detailed four deductive alternate components to the project; these are items that could be removed from project award if there were budget constraints created by higher than anticipated bids. The proposed trail section adjacent to the Animal Shelter property will be designed and constructed separately as part of the Butterfield Stage Corridor Active Transportation Program (ATP) grant project. This project location required hazardous materials remediation, which was previously approved and accepted by the City Council.

Staff reached out to a few of the qualified contractors that had demonstrated an interest in the project during the bid process in order to get a pulse on the current market and the prospects of re-bidding this project in the future. Staff discovered that it may simply be a matter of timing with a few contractors trying to wrap up existing projects worried about signing up for a new project and creating an issue with overlap of timing and deliverables. Staff respectfully requests authorization to re-bid this project in order to give it the best chance of getting constructed as negotiating contracts one-on-one for a project of this magnitude is difficult and really best suited for smaller and/or simpler projects.

Funding for the project includes \$4,850,000 in ARPA funds, \$500,000 from proceeds from the sale of property, \$1,300,000 in donations, \$300,000 in Local Transportation Funds for the D Street improvements, and up to \$550,000 in Measure R Alternative Transportation funds for the dog park portion of the project.

RECOMMENDATION: That City Council authorize staff to re-bid the Animal Shelter Project.

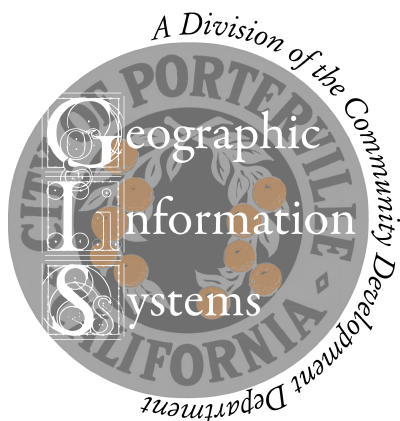
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



Porterville Animal Shelter 185 North D Street Project Locator Map



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Approval of State Senate Bill 1 Project List for Fiscal Year 2022-2023

SOURCE: Engineering and Project Management

COMMENT: In April 2017, the State Legislature passed and then Governor Brown signed Senate Bill 1 (SB1), which was enacted to address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and roads system.

The legislation created funding in the Road Maintenance and Rehabilitation Account (RMRA), which will be made available for local streets and roads projects prioritized for expenditures on basic road maintenance and rehabilitation projects. RMRA funding must be used for projects "that include, but are not limited to," the following:

- a. Road maintenance and rehabilitation
- b. Safety projects
- c. Railroad grade separations
- d. Traffic control devices
- e. Complete streets components, including "active transportation purposes, pedestrian bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project

RMRA funds may also be used to satisfy a match requirement in order to obtain State or federal funds for eligible projects.

Locals agencies are required to submit a yearly project list to the California Transportation Commission (CTC) to show where RMRA funds will be spent. The project list must be approved by resolution through the agency's governing body. Failure to submit a project list will cause a City to lose that year's apportionment. The City will submit an annual report of completion to the CTC to show that RMA funds were spent properly.

The City can expect to receive approximately \$1,000,000 of RMRA funds per fiscal year, which for Fiscal Year 2022-2023, the City is expected to receive an apportionment of \$1,319,148. To receive the RMRA allocation, the City is required to sustain a Maintenance of Effort (MOE) by spending at least the annual average of its General Fund expenditures for streets and transportation purposes during the 2009-2010, 2010-2011, and 2011-2012 Fiscal Years. The MOE amount required to be spent by the City of Porterville each fiscal year to receive its RMRA funds apportionment is \$693,653.

For Fiscal Year 2022-2023, staff recommends that RMRA funds be allocated to the Villa Street Reconstruction Project between Olive Avenue and Henderson Avenue that has been listed in the attached Resolution as the design is nearing completion and will be ready to construct between Spring and Summer 2023.

RECOMMENDATION: That the City Council:

1. Accept staff's recommendation and adopt the Resolution for the SB1 project list for Fiscal Year 2022-2023;
2. Authorize the City Clerk to record the attached Resolution; and
3. Authorize staff to submit the project list package to the California Transportation Commission to secure the City's FY 2022-2023 RMRA apportionment.

ATTACHMENTS:

1. Draft Resolution
2. Fiscal Year 2022-2023 RMRA Projected Revenues by City
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR
2022-2023 FUNDED BY SB 1: THE ROAD REPAIR
AND ACCOUNTABILITY ACT OF 2017**

WHEREAS: Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS: SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Porterville, hereinafter referred to as the “City” are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS: the “City” must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS: the “City”, will receive an estimated \$1,319.148 in RMRA funding in Fiscal Year 2022-23 from SB 1; and

WHEREAS: this is the fourth year in which the “City” is receiving SB 1 funding and will enable the “City” to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS: the “City” has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS: the “City” used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS: the funding from SB 1 will help the “City” maintain and rehabilitate 216 miles of streets/roads, 16 bridges, and add active transportation infrastructure throughout the “City” this year and hundreds of similar projects into the future; and

WHEREAS: the 2020 California Statewide Local Streets and Roads Needs Assessment found that the “City’s” streets and roads are in an “Poor” condition and this revenue will help us increase the overall quality of our road system and, over the next decade, will help bring our streets and roads into an “at lower risk” to “good” condition; and

WHEREAS: the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.
2. The following newly proposed and adopted project will utilize fiscal year 2022-2023 Road Maintenance and Rehabilitation Account revenues in their delivery.

Villa Street Reconstruction

Reconstruction of roadway section of two-lane collector roadway, 1 mile in length and 40 feet in width.

Located between Olive Avenue and Henderson Avenue

Estimated Useful Life between 15-20 years

Revised Anticipated Year of Construction Spring 2023/Summer 2023

PASSED, APPROVED and ADOPTED this 20th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

Local Streets and Roads - Projected Revenues

Estimated May 2022

	2021-22		
	Hwy Users Tax	Road Mntnc	TOTAL
	Account	Rehab Acct	
SUTTER COUNTY			
LIVE OAK	236,582	185,593	422,175
YUBA CITY	1,748,509	1,402,318	3,150,827
County of Sutter	3,827,639	3,632,696	7,460,335
Total Cities & County: Sutter	5,812,731	5,220,607	11,033,337
TEHAMA COUNTY			
CORNING	195,672	151,850	347,522
RED BLUFF	359,520	282,778	642,298
TEHAMA	16,841	8,876	25,717
County of Tehama	3,978,127	4,024,115	8,002,242
Total Cities & County: Tehama	4,550,159	4,467,620	9,017,779
TRINITY COUNTY			
County of Trinity	2,209,469	2,113,765	4,323,234
TULARE COUNTY			
DINUBA	656,891	525,394	1,182,284
EXETER	275,743	217,889	493,632
FARMERSVILLE	283,784	224,427	508,211
LINDSAY	326,740	259,358	586,098
PORTERVILLE	1,463,756	1,180,308	2,644,064
TULARE	1,699,489	1,372,003	3,071,492
VISALIA	3,407,744	2,759,105	6,166,848
WOODLAKE	203,037	159,578	362,615
County of Tulare	14,894,876	14,166,304	29,061,180
Total Cities & County: Tulare	23,212,059	20,864,365	44,076,425
TUOLUMNE COUNTY			
SONORA	136,300	97,145	233,446
County of Tuolumne	3,234,911	2,791,968	6,026,879
Total City & County: Tuolumne	3,371,211	2,889,113	6,260,325

	2022-23		
	Hwy Users Tax	Road Mntnc	TOTAL
	Account	Rehab Acct	
SUTTER COUNTY			
LIVE OAK	261,520	207,424	468,944
YUBA CITY	1,936,937	1,567,272	3,504,210
County of Sutter	4,281,127	3,997,880	8,279,007
Total Cities & County: Sutter	5,812,731	5,220,607	11,033,337
TEHAMA COUNTY			
CORNING	216,151	169,713	385,863
RED BLUFF	397,655	316,041	713,696
TEHAMA	18,038	9,921	27,958
County of Tehama	4,381,907	4,428,646	8,810,553
Total Cities & County: Tehama	4,550,159	4,467,620	9,017,779
TRINITY COUNTY			
County of Trinity	2,411,679	2,326,255	4,737,934
TULARE COUNTY			
DINUBA	727,107	587,196	1,314,303
EXETER	304,863	243,519	548,382
FARMERSVILLE	313,778	250,826	564,604
LINDSAY	361,402	289,867	651,269
PORTERVILLE	1,621,500	1,319,148	2,940,647
TULARE	1,882,852	1,533,392	3,416,244
VISALIA	3,776,487	3,083,658	6,860,145
WOODLAKE	224,364	178,349	402,713
County of Tulare	16,660,076	15,590,398	32,250,474
Total Cities & County: Tulare	23,212,059	20,864,365	44,076,425
TUOLUMNE COUNTY			
SONORA	150,236	108,573	258,808
County of Tuolumne	3,593,722	3,072,636	6,666,358
Total City & County: Tuolumne	3,371,211	2,889,113	6,260,325



City of Porterville

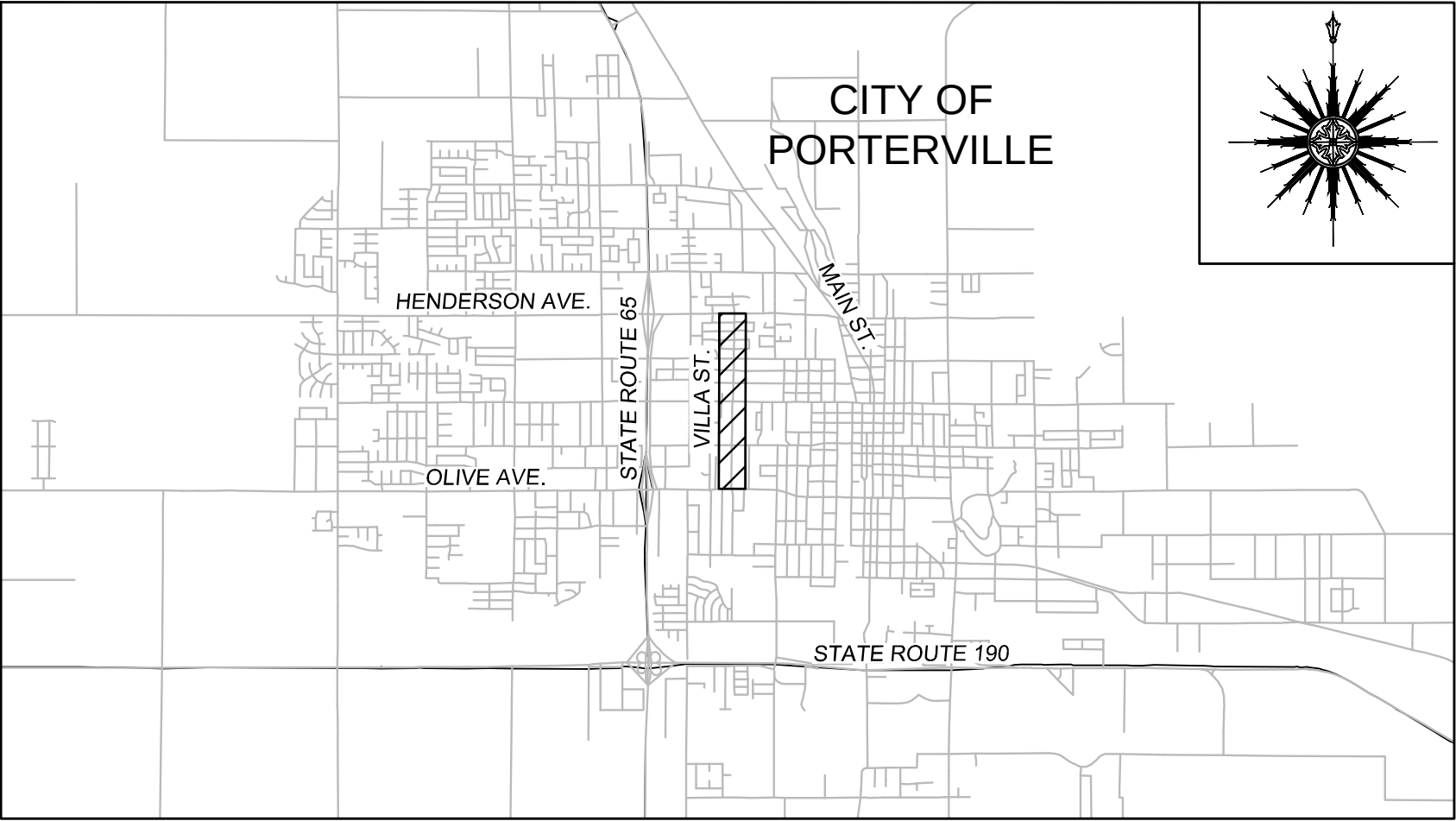
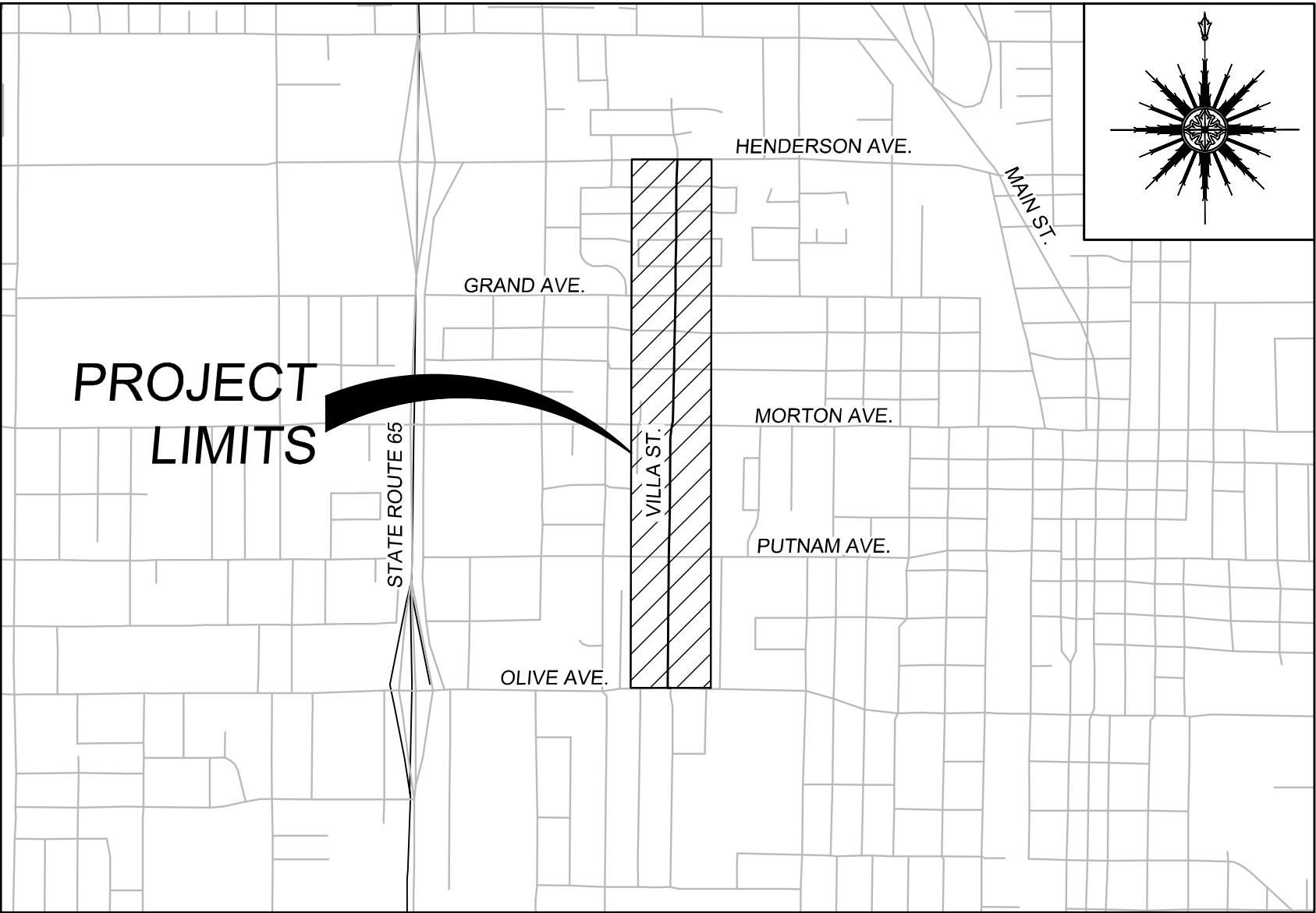
County of Tulare

State of California

VILLA ST. RECONSTRUCTION PROJECT

CITY OF PORTERVILLE	JAVIER SANCHEZ	(559) 782-7499
CHARTER COMMUNICATIONS	DAN NAUYOKS	(559) 920-9669
SOUTHERN CALIFORNIA EDISON	PAUL VIOLET	(559) 331-8557
SOUTHERN CALIFORNIA GAS CO.	MANUEL MEJORADO	(559) 739-2317
AT&T	ERIN PECTOL	(559) 739-6649
OACYS	RYAN WALKER	(559) 781-4123

CITY OF PORTERVILLE BENCHMARK #32
BRASS DISC IN WELL HENDERSON AVE. AND INDIANA ST.
ELEVATION = 436.386 (NGVD29)





CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: A Resolution Approving the Application for the State Assembly Bill 836 Clean Air Centers Pilot Program through the San Joaquin Valley Air Pollution Control District

SOURCE: Parks and Leisure Services

COMMENT: California wildfires have increased in severity and intensity, particularly in the past few years. These fires also produce heavy smoke that has impacted nearly all of the state and blanketed communities for days or even weeks at a time. This creates significant exposures to particulate matter and air toxics for the people in these communities. The Wildfire Smoke Clean Air Centers for Vulnerable Populations Incentive Pilot Program, which was established by Assembly Bill 836 (AB 836), provides funding through a grant program to upgrade ventilation systems and to provide portable air cleaners to create a network of clean air centers. The clean air centers will provide vulnerable populations a respite from wildfires and other smoke events.

This grant program is designed to support three types of projects to establish clean air centers. One type of project is to upgrade the existing ventilation system of facilities. Another type of project is to purchase high-efficiency air filters for facilities whose ventilation systems are ready to be equipped with such air filters. The final type of project, which the City is applying for, is to provide funding for the purchase of portable air cleaners so that cities, counties, emergency management organizations, disaster relief organizations, etc., can deploy them as needed to create temporary clean air centers in communities when wildfire smoke events occur.

RECOMMENDATION: That the City Council adopt a Resolution approving the application for the AB 836 Clean Air Centers Pilot Program through the San Joaquin Valley Air Pollution Control District

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR THE AB 836 CLEAN AIR CENTERS PILOT
PROGRAM WITH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

WHEREAS, the Clean Air Centers Pilot Program, through the San Joaquin Valley Air Pollution Control District, was established by Assembly Bill 836, which provided funding to create Wildfire Smoke Clean Air Centers for vulnerable populations and establish a network of publicly accessible facilities with high-efficiency air filtration systems for valley residents who may not otherwise have access to clean air during wildfire events; and

WHEREAS, the District believes the projects funded through this program can secure long-term air quality benefits as the funding will be used to introduce innovative clean-air technology and strategies on the local level; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

1. Authorizes the City of Porterville to enter into a contract with the San Joaquin Valley Air Pollution Control District's Clean Air Centers Pilot Program.
2. Appoints the Parks and Leisure Services Director as the authorized agent of the application to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned program.

PASSED, APPROVED AND ADOPTED this 20th 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 20, 2022

SUBJECT: Consideration of Partnership Agreement with Porterville Unified School District Transformative Climate Communities Grant Application

SOURCE: Community Development

COMMENT: In 2020, the Porterville Unified School District (PUSD) was awarded a Round 3 Transformative Climate Communities (TCC) planning grant in the amount of \$200,000. The intent of the TCC Program is to further the purposes of State Assembly Bill 32 (Nunez, Chapter 488, Statutes of 2006) and State Assembly Bill 2722 (Burke, Chapter 371, Statutes of 2016) by funding projects that reduce greenhouse gas (GHG) emissions through the development and implementation of neighborhood-level transformative climate community plans that include multiple coordinated GHG emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities. The grant was provided to develop a 10-year climate action plan for PUSD. The Climate Action Plan has a goal to reduce pollution and GHG emissions by eighty percent (80%) from school buildings, transport, and operations (based on 1990 emissions baseline). The plan includes institutional commitment and educational components, including paid high school interns to lead the community engagement plan.

On March 8, 2022, The California Strategic Growth Council (SGC) along with its partner agency, the Department of Conservation (DOC), announced the availability of funding for Round 4 of the Transformative Climate Communities Program. Funds available include a total of approximately \$105 million for three implementation grant awards of \$35 million for each awardee. PUSD is eligible to apply for an implementation grant as it was awarded a TCC planning grant in 2020. PUSD has been coordinating with City staff, Tulare County Association of Governments (TCAG), and the Tulare County Regional Transit Agency (TCRTA) on a TCC Round 4 implementation grant. The grant application includes requests for funding of projects that include benefits to transportation, energy, waste reduction, and water improvements. In support of the grant application, PUSD has drafted a Partnership Agreement which puts forth the expected organization, governance and financial relationships between the lead applicant (PUSD) and co-applicants (City, TCAG and TCRTA). If the grant application is successful, a subsequent approval by each agency will be required. The attached draft Partnership Agreement is non-binding and does not create any legally binding rights upon the Parties. The TCRTA Board of Directors will be considering approval of the draft agreement at its meeting on June 22, 2022, and the TCAG Board of Governors will be considering the draft agreement at its meeting on June 27, 2022.

RECOMMENDATION:

That the City Council:

1. Approve the draft Partnership Agreement with the Porterville Unified School District in support of a grant application to the State of California Strategic Growth Council for an implementation grant through the Transformative Climate Communities Program; and
2. Authorize the City Manager to sign the Agreement.

ATTACHMENTS:

1. Draft Partnership Agreement

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

PARTNERSHIP AGREEMENT

**BY AND BETWEEN THE
THE PORTERVILLE UNIFIED SCHOOL DISTRICT, THE CITY OF PORTERVILLE, THE TULARE
COUNTY ASSOCIATION OF GOVERNMENTS,
AND
THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

**TO FACILITATE COORDINATION OF THE PUBLIC AGENCY STAKEHOLDERS IN DEVELOPING THE
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM:
*CREATING OPPORTUNITIES, CHANGING LIVES IN PORTERVILLE***

This Partnership Agreement is entered into by and between the Porterville Unified School District (Lead Applicant), the City of Porterville (Co-Applicant), the Tulare County Association of Governments (Co-Applicant), the Tulare County Regional Transit Agency (Co-Applicant) and Climate Action Pathways for Schools (Co-Applicant) in support of an application to the State of California's Strategic Growth Council for an Implementation Grant through its Transformative Climate Communities Program. In anticipation of any such award, and in support of the grant application, this Partnership Agreement puts forth the expected organization, governance and financial relationships between the Lead Applicant and Co-Applicants as will be required to implement its Transformative Climate Communities Program. Any agreement awarded to the Lead Applicant or Co-Applicants resulting from a successful grant application will require subsequent approval by their governing boards.

PERTINENT ENTITIES

Porterville Unified School District (Referred to in this Partnership Agreement as "PUSD"): PUSD is local education agency with a 2021-22 enrollment of 14,471 students in kindergarten through 12th grade, 7,493 of which attend schools in the Project Area. In addition to having twelve of its schools in the Project Area, the PUSD's district offices, operations center and transportation yards are located in the Project Area as well.

City of Porterville (Referred to in this Partnership Agreement as "COP"): The COP is located in the foothills of the Sierra Nevada mountains in Tulare County, California. The City's sphere of influence includes rural areas surrounding the incorporated city and an urban area known as East Porterville. It is home to approximately 53,000 people, with approximately 23,000 people living in the Project Area. In addition to its residents in the Project Area, the City's Administrative offices, Police Department, Fire Department and Library are located in the Project Area as well.

Tulare County Association of Governments (Referred to in this Partnership Agreement as "TCAG"): The TCAG was formed by a joint powers agreement in 1971. Eight incorporated cities, including the City of Porterville and the County of Tulare executed the agreement. The purpose of this formation was in part to assist local jurisdictions in obtaining federal and state assistance

by providing advice, counsel, and professional direction. TCAG is committed to improving the quality of life for residents throughout Tulare County, creating regional plans and building projects. TCAG coordinates regional transit to make getting around easy and convenient.

Tulare County Regional Transit Authority (Referred to in this Partnership Agreement as “TCRTA”): TCRTA is a joint powers agency formed by the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake pursuant to Section 6500 et seq. of the Government Code of the State of California through the adoption of a Joint Powers Agreement (JPA) effective in 2020. The JPA has full power and authority to own, operate, and administer a public transportation system within the jurisdictions of its members. TCRTA operates as a public agency separate and apart from its members.

Climate Action Pathways for Schools (Referred to in this Partnership Agreement as “CAPS”): CAPS is a California based non-profit, 501(c)(3), with California State Charity Registration Number CT0269013. CAPS partners with public schools to provide inspiring climate education programs. CAPS began partnering with PUSD in support of its climate action program in 2019.

GENERAL BACKGROUND

In 2019, PUSD began its work on an ambitious climate action program, with the aim to reduce greenhouse gas (GHG) emissions through school operations by 80% by 2030. The City of Porterville and the Tulare County Association of Governments, with the support of a Transformative Climate Community (TCC) Planning Grant awarded in 2020, began collaborating and supporting PUSD’s climate action program.

To advance and serve Porterville, California, community stakeholders have come together to establish *Creating Opportunities, Changing Lives in Porterville*, a TCC Program, including applying for a TCC Implementation Grant. If awarded, the TCC Implementation Grant would be the centerpiece of the Program, and provide an investment catalyst to accomplish these important Program goals:

1. Reducing greenhouse gas (GHG) emissions
2. Providing a clean mobility option to school for every student
3. Improving public health
4. Reducing energy costs
5. Reducing waste
6. Saving water and
7. Providing economic opportunity and advancing education

The TCC Implementation Grant will serve an approximate 5.0 square mile area of Porterville (the Project Area), encompassing these four United States Census Bureau census tracts: 6107003700, 6107003802, 6107004101 and 6107004102. These census tracts are located in the center and east side of Porterville, a map of which is included in EXHIBIT A of the Partnership Agreement.

STAKEHOLDER ORGANIZATION

Creating Opportunities, Changing Lives in Porterville will be organized under the leadership of PUSD. In addition to PUSD and the Co-Applicants described above, the organization will include a Porterville Community Committee (PCC) participating as a member of its TCC Program stakeholder organization and supported by CAPS. The stakeholder organizational structure is outlined in EXHIBIT B of the Partnership Agreement.

GOVERNANCE

The stakeholder organization, represented by PUSD, the Co-Applicants and PCC, will have collective responsibility for developing and approving its TCC Program vision, goals and project strategies, including an overall Program budget. Responsibility for project implementation will be individually held by the Lead Applicant or Co-Applicant with jurisdiction over each respective project.

The governance of the stakeholders will be by a committee consisting of five representatives – PUSD, COP, TCAG, TCRTA and PCC, with PCC represented by CAPS at stakeholder committee meetings. Aspects of the Program with collective responsibility, including handling disputes, and changes to this Agreement, adding or removing members, will be voted upon by the stakeholder representatives, with any decisions of collective responsibility requiring unanimous approval.

Individual Applicants (PUSD, COP, TCAG, TCRTA and CAPS) will be responsible for projects within their jurisdiction. The financial relationship between the Lead Applicant and Co-Applicants will be outlined in individual agreements between Lead Applicant and each Co-Applicants after an award of a TCC Implementation Grant agreement, and will require an approval of each of their governing boards.

MEETINGS AND COMMUNICATIONS

The five representatives of the stakeholder committee will meet quarterly for the term of any TCC Program Implementation award. Preceding those quarterly meetings, CAPS will organize a quarterly meeting of the PCC, at which any collective decisions to be made at the quarterly stakeholder meetings can be voted on by the PCC, with CAPS then representing and providing the majority vote of the PCC at the stakeholder committee meeting for those decisions.

CAPS will create a public website for the TCC Program, providing:

- A description of the Program and stakeholder organization
- A quarterly progress report
- Agendas from quarterly meetings
- Minutes from quarterly meetings
- An email contact address for questions and community input

NOW, THEREFORE, THE LEAD APPLICANT AND CO-APPLICANTS SHARE THE FOLLOWING UNDERSTANDING:

Transportation:

- A transition to emissions-free transportation is critical in California in order to reduce its GHG emissions, as transportation is responsible for approximately 41% of the state's GHG emissions (<https://ww2.arb.ca.gov/ghg-inventory-data>), and to improve air quality.
- A goal of our TCC Program is providing a clean mobility transportation option to school for every student. We consider clean mobility to include transportation by zero-emissions vehicles or active transportation, including walking and biking.
- Critical to providing transportation by zero-emissions vehicles is both (1) zero-emissions transportation through PUSD's transportation services, and (2) zero-emissions public transportation offered by TCRTA.
- Improving active transportation in the Project Area will build upon an active transportation program underway with the COP, including the Butterfield Stage Corridor (\$7.75M) and the Sante Fe Byway (\$3.6M), both of which are active transportation projects underway in the Project Area.
- In our TCC Implementation Grant application, we expect to include a request for project funding for the improvements to certain streets, curb ramps, sidewalks and cross-walks at or near school sites in the Project Area. Although preliminary designs and cost estimates for these improvements have been completed, if awarded a grant through this application, and prior to any construction, the design of the improvements will need to be completed and in compliance with the COP's standards, and will require approval by the COP's governing board, its City Council.

Buildings:

- The majority of GHG emissions from school operations in the Project Area are the result of the energy usage of school facilities in the Project Area.
- Transitioning school facilities to zero-emissions is a key strategy to meeting our Program goal in reducing GHG emissions.
- The transition to zero-emissions in school buildings will also improve public health in our community by improving ventilation and indoor air quality for students while at school.

Water:

- Drought in the San Joaquin Valley constitutes a major challenge and the environmental issue of most concern to the PUSD community.
- Transitioning school grounds to drought tolerant landscaping is important to facing that challenge, and will provide a model for other businesses and residents in the Project Area.
- Providing healthy drinking water is critically important for the Project Area in confronting drought. Providing filtered hydrations stations at schools throughout the Project Area helps to ensure access to healthy drinking water for youth in the Project Area.

Education and Workforce Development:

- PUSD launched its Pathways Program in 2008, as centerpiece for high school educational reform in Porterville. Its Pathways Program has flourished and been successful over these past 14 years, and is a nationally recognized model in public education in helping under-resourced communities prepare its youth for college and career.
- The success of PUSD Pathways was established by, and built on broad based community engagement and support, including the COP.
- Our TCC Program will leverage the PUSD Pathways Program, and the projects built therein, to teach prepare our youth and the community for college and career opportunities in sustainability related professions, including zero emissions transportation, energy efficiency, solid waste reduction, water efficiency and clean energy technology.

OFFICIAL COMMUNICATIONS

The respective contact points for communication and information exchange, as well as any notice required to be submitted under this Partnership Agreement are:

- Brad Rohrbach, Assistant Superintendent of Business Services, PUSD
- Jason Ridenour, Community Development Director, COP
- Benjamin Kimball, Deputy Executive Director, TCAG
- Richard Tree, Executive Director, TCRTA
- William Kelly, President, CAPS

NON-BINDING PARTNERSHIP AGREEMENT

- a. This Partnership Agreement is a non-binding, voluntary initiative and does not create any legally binding rights, limitations or obligations upon the Lead Applicant and Co-Applicants. This Partnership Agreement does not purport to include all provisions relative to the structure or terms of the proposed transaction or definitive documents. Rather, the Lead Applicant and Co-Applicants agree that any binding commitments in future will be memorialized in agreements as they are negotiated. Each party shall bear its own costs related to this effort unless otherwise agreed to in writing.
- b. Should the Lead Applicant and Co-Applicants reach an impasse in the collaborative effort anticipated by this Partnership Agreement, the contact points (identified above) will make an expeditious and good faith effort at working together to resolve the impasse.
- c. This Partnership Agreement is effective from the date of its last signature and shall remain in effect until December 31, 2023, or until another Partnership Agreement or agreement is executed between the Lead Applicant and Co-Applicants, or one Participant withdraws from the Partnership Agreement, whichever is earlier.
- d. The Lead Applicant and Co-Applicants may, at any time, withdraw from this Partnership Agreement by providing a written notice to the Lead Applicant and each of the Co-Applicants.

NON-DISCRIMINATION CLAUSE

The Lead Applicant and Co-Applicants do not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status.

By signing below, as authorized representatives of the Lead Applicant and Co-Applicants described above, approve this Partnership Agreement.

Nate Nelson, Superintendent
Porterville Unified School District

Date

John Lollis, City Manager
City of Porterville

Date

Ted Smalley, Executive Director
Tulare County Association of Governments

Date

Richard Tree, Executive Director
Tulare County Regional Transit Authority

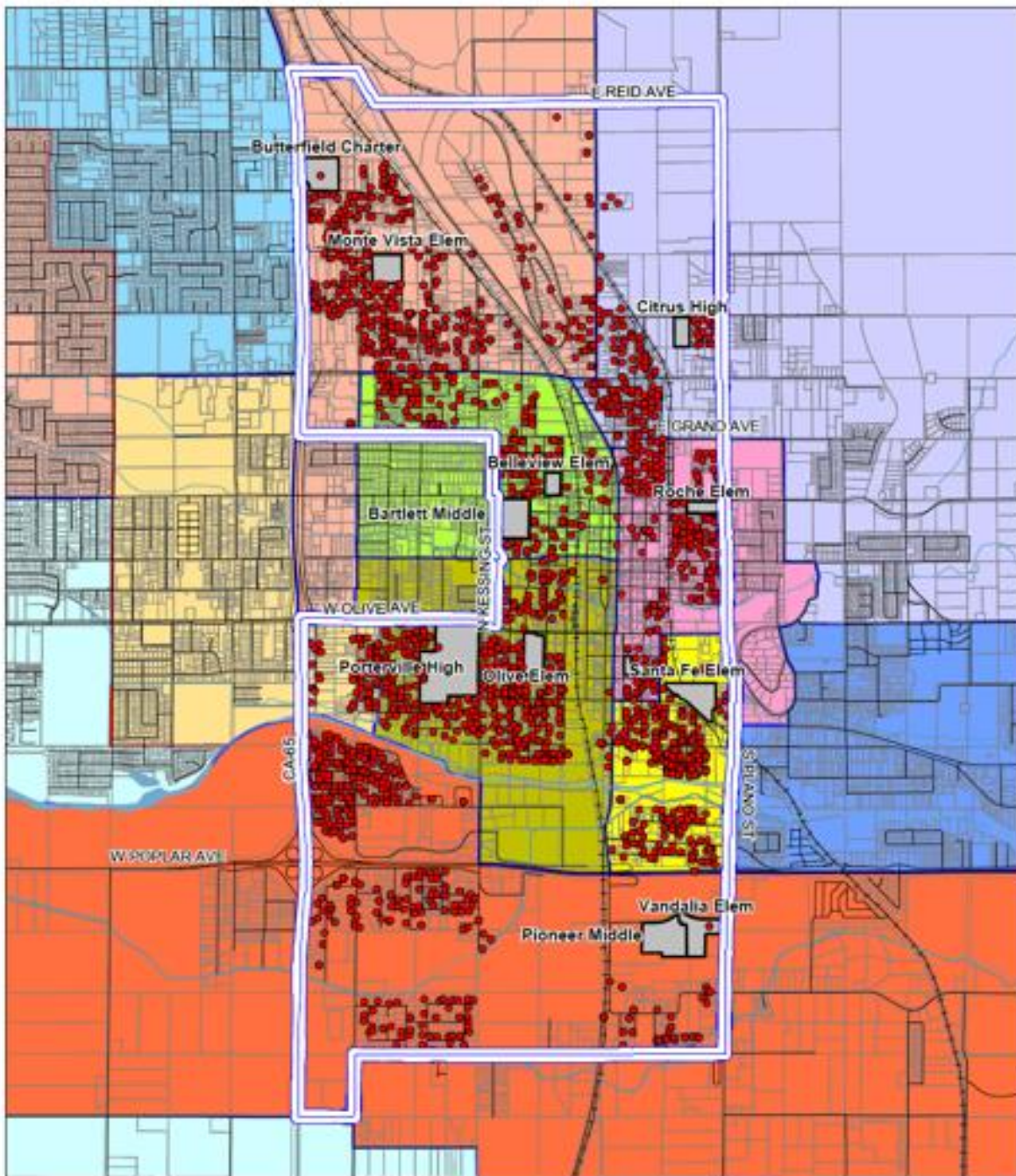
Date

William Kelly, President
Climate Action Pathways for Schools

Date

EXHIBIT A PROJECT AREA

TCC PROGRAM PROJECT AREA MAP *Creating Opportunities, Changing Lives in Porterville*



NOTES:

- Grey shaded areas in Project Area are locations of PUSD schools
- Red dots are location of PUSD student residences in Project Area

EXHIBIT B
STAKEHOLDER ORGANIZATIONAL CHART

TCC Program Organizational Structure
Creating Opportunities, Changing Lives in Porterville





CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Intent to Set a Public Hearing to Consider the Formation of a Sewer Utility District for Island Annexation Area 479A

SOURCE: Engineering and Project Management

COMMENT: Staff respectfully requests that the City Council set a Public Hearing for August 2, 2022, to allow for a "protest hearing" from property owners who live and/or own property within Island Annexation Area 479A. Proposition 218 guidelines requires forty-five (45) days marked notice of the Public Hearing. A ballot must be included in the notice for property owners to vote for or against the formation of a sewer utility district. This was accomplished via regular mail service through the United States Postal Service on May 25, 2022. Affected property owners were notified of the Public Hearing, the sewer connection assessment amount, length of time provided on the assessment, reason for the assessment, and a summary on how the voting will function.

A Resolution declaring the Council's intent to create a sewer utility district is attached for Council's consideration. Proposition 218 Guidelines specify that the City Engineer or the Engineering and Project Management Director must prepare and present an Engineer's Report to the City Council prior to the Hearing. The Engineer's Report must Provide:

1. A description of the improvements;
2. A cost estimate of the improvements;
3. Maps and/or drawings describing the boundaries of the utility district;
4. Methodology used by the Engineer of Record to equitably spread the cost of the improvements throughout the utility district; and
5. An assessment roll listing all parcels in the district and the proposed assessment against each parcel in the district.

RECOMMENDATION: That the City Council:

1. Set a Public Hearing for August 2, 2022, pursuant to Proposition 218 Guidelines, for consideration to form Sewer Utility District Area 479A; and
2. Approve the Engineer's Report for Sewer Utility Area 479A.

ATTACHMENTS:

1. Draft Resolution - Intent to Form a Sewer Utility District
2. Engineer's Report
3. Exhibit 'A' - 479A Cost Spreadsheet
4. Exhibit 'B' - Area 479 Locator Map
5. Draft Resolution - Accepting the Engineer's Report

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE INTENT TO FORM AN
ISLAND ANNEXATION AREA 479A
SEWER UTILITY DISTRICT, LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 479A, were large areas annexed into the city in April of 2017; and

WHEREAS: the parcels in these area's utilize individual septic tanks that are failing; and

WHEREAS: the City Council of the City of Porterville unanimously approved the design of the Island Annexation Area 479A Project contingent upon the establishment of the Island Annexation Area 479A Sewer Utility District; and

WHEREAS: in accordance with California Streets and Highways Code Section 10000 et seq. and other applicable laws, the property owners were provided with Notice of the Public Hearing and assessment ballot proceeding; and

WHEREAS: it is the intent of the City Council to hold a Public Hearing to receive comment from the public, accept and tabulate ballots; and

WHEREAS: the property owners within the proposed District will be given the opportunity to cast ballots at the end of the Public Hearing to be held on August 2, 2022, and approve the imposition of the assessment and the formation of the District;

NOW, THEREFORE, BE IT RESOLVED: That it is the intention of the City Council of the City of Porterville to:

1. Approve the formation of the Island Annexation Area 479A Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit 'A';
2. Authorize the levying of the assessment as set forth in Exhibit 'B';
3. Authorize the City to permit property owners to pay the total one-time assessment on a bi-yearly basis through property taxes over a period of 30 years, with 3% interest. This cost shall be as set forth in Exhibit 'B'.

PASSED, APPROVED and ADOPTED this 20th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR ISLAND ANNEXATION
AREA 479A SEWER PROJECT

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. _____ . **This assessment is authorized pursuant to the Municipal Improvement Act of 1913 (California Streets and Highways Code Section 10000 et seq.) and California Constitution Article XIID, Section 4.** The report is in compliance with the requirements **of California Streets and Highways Code Section 10204.**

SECTION 2. General Description

The City Council has elected to finance the Island Annexation Area 479A Sewer Utility District (hereinafter referred to as "District") which includes the installation of approximately 9,280 lineal feet (1.75 miles) of 6" and 8" diameter sewer mains, 219 sewer laterals and 34 manholes.

The City Council has determined that the new sewer system will have a positive effect upon all parcels within the proposed boundaries of the "District". Proposed sewer laterals will be provided on both sides of the streets to all parcels located within the district. The installed sewer system will be maintained and operated by the City of Porterville.

SECTION 3. Plans and Specifications

The plans and specifications for the "District" were prepared by the City of Porterville's Engineering and Project Management Department, Engineering Division and are in conformance with City Standards and Specifications. The sewer mains, laterals and

manholes are shown on the plans approved by the City Council on June 1, 2021. The total length of 6" & 8" sewer mains to be maintained is 9,280 L.F. **The plans and specifications for the project are on file with the Engineering & Project Management Department of the City and are hereby incorporated by reference.**

SECTION 4. Improvements

Improvements to be constructed include:

9,280 lineal feet of 6" & 8" sewer mains, 219 sewer laterals and 34 manholes, and other sewer related appurtenances.

SECTION 5. Estimated Costs

The initial construction cost will be borne by the City through a loan from re-financed Certificate of Participation Bond sewer funds. Payment on the loan will be made by a "one-time" assessment on the properties within the district receiving sewer facilities and paid annually over thirty (30) years at 3% interest by agreement between the City of Porterville and the Property Owner. A "District" map will be filed for record purposes upon voter approval of the "District" and installation of the improvements. The assessments are appropriate and will be used to pay the loan for construction and construction management of the Island Annexation Area 479A Sewer Project. District assessments will begin in the 2022-2023 Fiscal Year and will end in the 2052/2053 Fiscal Year. Assessments are based on the cost of construction and includes all or a portion of a 10% Construction Contingency and a Construction Management fee component. The "Cost of Construction" is shown in Exhibit "A" attached herein.

SECTION 6. Assessment Legal Description & Boundary Map

A legal description and copy of the proposed assessment Boundary Map titled "Island Annexation Area 479A Sewer Utility District", referenced as Exhibit "B," is attached herein for review.

SECTION 7. Assessment

The initial cost of constructing improvements will be borne by the City of Porterville.

The improvements are established for the benefit of all properties within the proposed Island Annexation Area 479A Sewer Utility District. The maintenance of the improvements (sewer mains and manholes) shall be performed by the City in perpetuity. The City Council of Porterville has determined that in order to pay for the construction of the 6" and 8" sewer main and related appurtenances, those properties in Exhibit 'A', should form a sewer utility district and that said district pay a semi-annual fee incorporated into the County's tax roll to cover the cost of construction and construction management of the Island Annexation Area 479A Sewer Project.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a reliable, consistent and safe method of sewer disposal.
2. A safe and reliable sewer system benefits all properties within the "District".
3. The parcels (lots) not adjacent to the newly installed 6" and 8" sewer mains shall have the opportunity to connect to a sewer lateral located at or near the Public Right-of-Way and extend private sewer laterals to those parcels (lots) in question.

Exhibit "A", attached herein provides the following information:

Column 1 - Identifies the Property Number of the parcel located within the "District".

Column 2 – Identifies the street address of the parcel within the "District".

Column 3 & 4 - Identifies the Property Owner of the parcel within the "District" based on latest Tulare County Tax Roll.

Column 5 – Identifies the parcel within the "District" by County Assessor Number.

Column 6 – Identifies the parcel within the "District" by square footage.

Column 7 – Identifies the parcel within the "District" based on acreage.

Column 8 – Identifies the acreage fee per acre for each lot within the "District" based on actual construction cost. This cost includes a 10% "Construction Contingency"

Column 9 – Identifies "Acreage" fee per lot based on the construction cost (Col. 6 x Col. 7) with the 10% construction contingency included.

Column 10 – Identifies Sewer Lateral cost per lot within the "District" based on actual construction cost plus a 10% construction contingency.

Column 11 – Identifies Construction Management cost per lot within the "District" based on 5% of the construction cost.

Column 12 – Identifies the Total Connection Fee per lot within the "District"

Column 13 – Identifies Plumbing Permit fee per lot within the "District". This fee will not be assessed and must be paid by the property owner prior to connecting to the City sewer system.

NOTE: Column 12 identifies the actual assessment per parcel (lot) based on construction and construction management costs and is the sum of Columns 9, 10 & 11. This fee (construction cost or the lower Exhibit 'H' Connection Fee) is

the amount to be assessed each parcel over the life of the Island Annexation Area 479A Utility District loan.

The “Assessed Cost” per “typical” parcel is calculated as follows:

Column 8 = Construction bid + 10% contingency / Total Acreage within “District” x

Individual Parcel Size = (\$1,703,191 x 1.1)/66.32 Ac. = **\$28,249.55**

Note: The “construction bid” does not include the sewer lateral costs.

Column 9 = Cost of sewer lateral per parcel = \$1,916.99 x 1.1 = **\$2,108.68**

Note: Sewer lateral costs are specific to each property. The calculation above is representative of the methodology used in determining the cost associated to each parcel.

Column 11 = Construction Management Cost = (\$2,123,011 x 10%) / 219 Serviceable Lots = **\$969.41 per lot.**

Note: The 10% is calculated based on the total cost of construction including the cost to install sewer laterals.

Column 12 = Total Assessment for average Parcel/Lot in District = Col 9 + Col. 10 + Col. 11 = **\$11,602.22**

Semi-Annual Payment Calculated As Follows:

$$A = P(i/12) [(1+i/12)^n / (1+i/12)^n - 1]$$

Where:

A = Semi-Annual Assessment (payment) per Residential Unit

P = Per Residential Unit Cost for Construction, Construction Management & Sewer Lateral Cost = **\$11,602.22**

i = Interest (3%) compounded semi-annually = .03/2 = .015

n = Number of payments over 30 years = 60

Per Residential Unit Assessment Calculated as follows:

$$A = \$11,602.22 \times .015 \times [(1.015)^{60} / ((1.015)^{60} - 1)] = \$589.24 \text{ per year}$$

A handwritten signature in blue ink, appearing to read 'Daniel Cervantez', is written over a horizontal line.

Daniel Cervantez, P.E.
City Engineer
City of Porterville

Engineer of Record

Exhibit 'A'

Annexation Area:	479
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Construction Bid:	\$2,335,312
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May hook up

declined to

= unbuildable or no lateral required

= lateral exists

= no lateral proposed, but probably needs one

= number of laterals proposed (needed) outside of annex area as part of this prc

(ND)

= needs dedication of right of way

already connected

=would like exhibit H fees calculated since they have one house and lot is over 15,000sf

1	2	3	4	5	6	7	8	10	11	13	14	
Property No.	Property Address	Owner Last	Owner First	Assessor Parcel No.	Lot Area (SF)	Number of Laterals	Lot Area (AC)	Acreage Fee/Acre	Acreage Fee	Sewer Lateral Cost	Constr. Management Cost	Total Assessment Fees
1	46 S NEWCOMB ST	ALVARADO	JESUS J & DALIA G	259-070-016	27007.2	1	0.62	\$ 28,249.55	\$ 17,514.72	\$ 2,108.68	\$ 969.41	\$ 20,592.81
2	46 S NEWCOMB ST	ALVARADO	JESUS J & DALIA G	259-070-017	6098.4	1	0.14	\$ 28,249.55	\$ 3,954.94	\$ 2,108.68	\$ 969.41	\$ 7,033.03
3	72 S NEWCOMB ST	LUJAN	FRANK	259-070-012	33105.6	1	0.76	\$ 28,249.55	\$ 21,469.66	\$ 2,108.68	\$ 969.41	\$ 24,547.75
4	84 S NEWCOMB ST	LUJAN	FRANK & ELEAZAR MALDONADO	259-070-011	33541.2	1	0.77	\$ 28,249.55	\$ 21,752.15	\$ 2,108.68	\$ 969.41	\$ 24,830.24
5	1499 W SLAUGHTER AVE	ESPINOSA	ANTONIO & NORBERTHA MERAZ	259-070-008	5227.2	1	0.12	\$ 28,249.55	\$ 3,389.95	\$ 2,108.68	\$ 969.41	\$ 6,468.04
6	1483 W SLAUGHTER AVE	KAY I COOK (TR)		259-070-007	5227.2	1	0.12	\$ 28,249.55	\$ 3,389.95	\$ 2,108.68	\$ 969.41	\$ 6,468.04
7	1475 W SLAUGHTER AVE	KAY I COOK (TR)		259-070-006	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
8	1463 W SLAUGHTER AVE	KAY I COOK (TR)		259-070-005	11325.6	1	0.26	\$ 28,249.55	\$ 7,344.88	\$ 2,108.68	\$ 969.41	\$ 10,422.97
9	1449 W SLAUGHTER AVE	KAY I COOK (TR)		259-070-004	5227.2	1	0.12	\$ 28,249.55	\$ 3,389.95	\$ 2,108.68	\$ 969.41	\$ 6,468.04
10	1347 W SLAUGHTER AVE	KAY I COOK (TR)		259-070-003	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
11	97 S BEVERLY ST	KAY I COOK (TR)		259-070-036	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
12	87 S BEVERLY ST	MADRIGAL	MARIA G F	259-070-001	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
13	1590 W CLARE AVE	BRACAMONTES	ANGEL J	259-063-001	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
14	1576 W CLARE AVE	BROWN	THOMAS J & J A	259-063-002	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
15	1562 W CLARE AVE	BOYD	ELYSIA & ELYSIA SMITH	259-063-003	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
16	1536 W CLARE AVE	AVILA	ANTONIA	259-063-004	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
17	1530 W CLARE AVE	BOYD	BONNIE L	259-063-005	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
18	1518 W CLARE AVE	ANAYA	JOSE & DELIA	259-063-006	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
19	1492 W CLARE AVE	RICO	JUAN & JOSE HUERTA MONTES	259-064-001	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
20	1476 W CLARE AVE	MEDINA	REFUJIO & CASSANDRA LYNN	259-064-002	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
21	1458 W CLARE AVE	GARCIA	HECTOR D	259-064-003	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
22	1440 W CLARE AVE	GONZALEZ	FIDEL & FRANCISCA LEON	259-064-004	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
23	1428 W CLARE AVE	TURNER	SHARON K	259-064-005	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
24	113 S BEVERLY ST	VX PROPERTIES		259-064-008	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
25	1591 W CLARE AVE	CHARLES D REED INC		259-062-001	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
26	1575 W CLARE AVE	BROWN	THOMAS J & JACQUELINE	259-062-002	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
27	1561 W CLARE AVE	JACK J PRICE (TR)		259-062-003	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
28	1535 W CLARE AVE	MUNOZ	LETICIA	259-062-004	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
29	1531 W CLARE AVE	SHELTON	LARRY J & MYRTLE ANN	259-062-005	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
30	135 S LOTAS ST	CEBALLOS	SALVADOR	259-062-006	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49

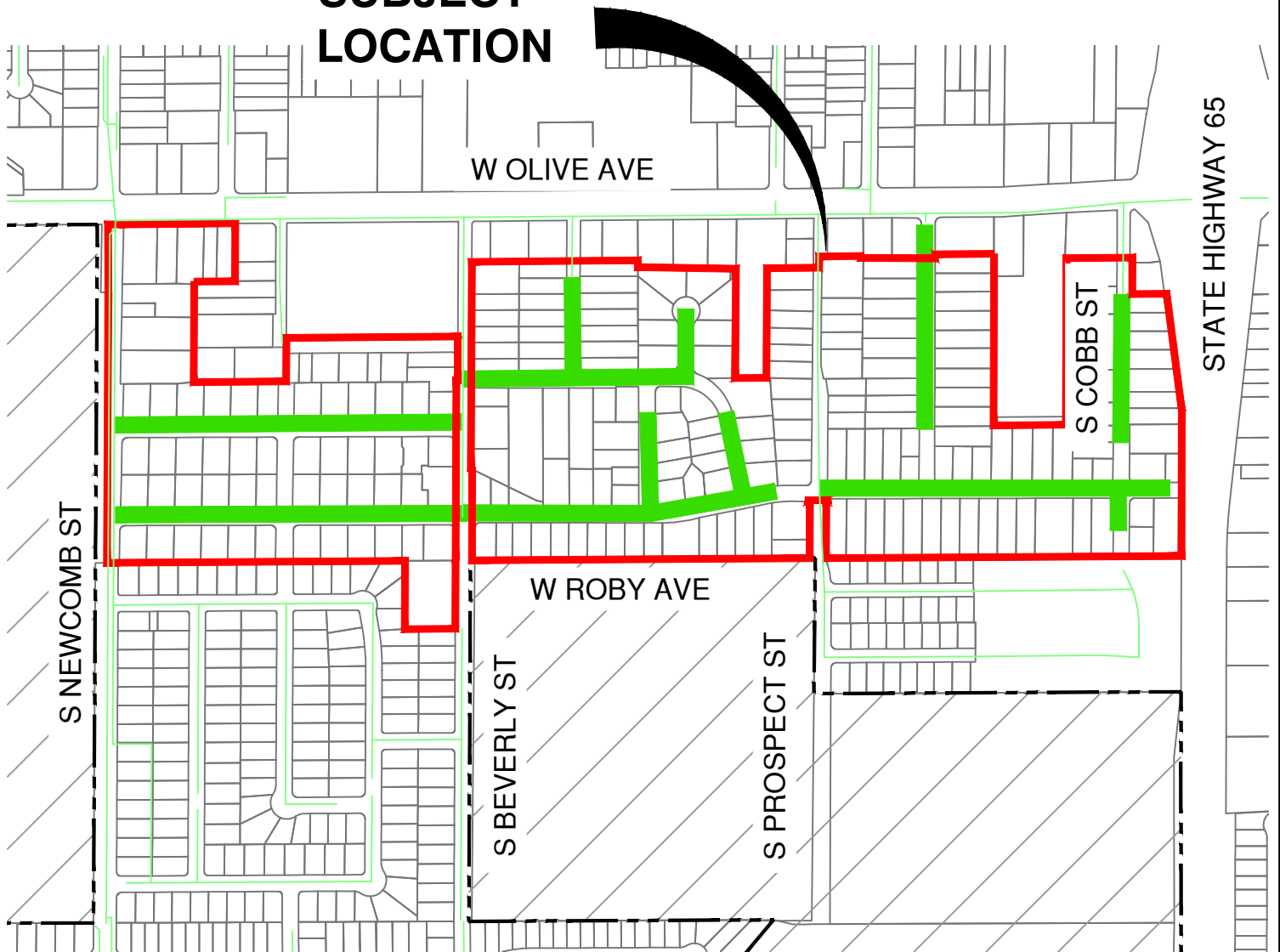
31	1491 W CLARE AVE	AIROZA	ZACHARIAH OWESEN	259-065-001	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
32	1475 W CLARE AVE	CISNEROS	PASCUAL & MARIA GARCIA	259-065-002	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
33	1457 W CLARE AVE	MARKHAM	KATHRYN S	259-065-003	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
34	1443 W CLARE AVE	DOROUGH	BOBBY G & MARIA VASQUEZ	259-065-015	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
35	1429 W CLARE AVE	BLACKWELL	ANDREW & JENNIFER	259-065-016	12196.8	1	0.28	\$ 28,249.55	\$ 7,909.87	\$ 2,108.68	\$ 969.41	\$ 10,987.96
36	1415 W CLARE AVE	ELVIE L & AUDREY F POPLIN (TRS)		259-065-007	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
37	1588 W ROBY AVE	WARDEN	MICHAEL & TORY LYNN	259-062-012	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
38	1574 W ROBY AVE	DANIEL F & MARY E WATSON (TRS)		259-062-011	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
39	1560 W ROBY AVE	QUEVADO	CESARIO & MARIA TORRES	259-062-010	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
40	1544 W ROBY AVE	CABRERA	DIANA	259-062-009	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
41	1528 W ROBY AVE	LOPEZ	BERNABE ROBERT	259-062-008	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
42	1512 W ROBY AVE	LINARES	RUBEN M & MARIA R	259-062-007	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
43	1486 W ROBY AVE	OMEGA	EDMOND S & ADELINA P	259-065-013	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
44	1470 W ROBY AVE	CEBALLOS	OCTAVIANO B	259-065-012	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
45	1452 W ROBY AVE	CEBALLOS	RAMIRO & MARIA DE ANDRADE	259-065-011	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
46	1438 W ROBY AVE	ALDACO	RAMIRO & ALMA ARREDONDO	259-065-010	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
47	1422 W ROBY AVE	SANCHEZ	JAVIER & MARIA	259-065-009	12196.8	1	0.28	\$ 28,249.55	\$ 7,909.87	\$ 2,108.68	\$ 969.41	\$ 10,987.96
48	125 S BEVERLY ST	LOPEZ	ANTHONY	259-065-008	17859.6	1	0.41	\$ 28,249.55	\$ 11,582.32	\$ 2,108.68	\$ 969.41	\$ 14,660.41
49	1587 W ROBY AVE	SANCHEZ	MIKAL & JESSICA TILLERY	259-061-001	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
50	1575 W ROBY AVE	ALVARADO	MARTIN & ISIDRO	259-061-002	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
51	1559 W ROBY AVE	CASTRO	ROQUE M	259-061-003	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
52	1543 W ROBY AVE	CISNEROS	ANGELICA	259-061-004	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
53	1527 W ROBY AVE	MAGANA	JORGE & CRYSTAL GARCIA	259-061-005	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
54	1513 W ROBY AVE	ALVAREZ	SOYLA YESSENIA	259-061-006	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
55	1487 W ROBY AVE	LANDUCCI	FRED	259-066-001	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
56	1471 W ROBY AVE	CAMPBELL	PERRY WAYNE	259-066-002	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
57	1453 W ROBY AVE	CARROLL	EDGARRETA	259-066-003	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
58	1437 W ROBY AVE	ARMENDAREZ	LOUIS D & OFELIA	259-066-004	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
59	1423 W ROBY AVE	PALOMINO	JULIAN J & ALICIA M	259-066-005	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
60	187 S BEVERLY ST	BETTE L DELLA (TR BLD TR)		259-066-006	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
61	60 S BEVERLY ST	GARCIA	HECTOR D	259-081-014	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
62	66 S BEVERLY ST	FULLER	JIMMY & DARIN	259-081-013	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
63	72 S BEVERLY ST	GARCIA	HECTOR	259-081-012	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
64	84 S BEVERLY ST	VX PROPERTIES LLC		259-081-011	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
65	90 S BEVERLY ST	VX PROPERTIES LLC		259-081-010	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
66	37 S ATKINS ST	AMRO	ABDULGHANI	259-081-003	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
67	45 S ATKINS ST	RAY	JEREMY & HANNAH MCKERVEY	259-081-004	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
68	57 S ATKINS ST	TOWNSEND	DARREL	259-081-005	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
69	63 S ATKINS ST	SMOTHERMON	LARRY F & JANICE E	259-081-006	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
70	73 S ATKINS ST	MOORE	RANDY	259-081-007	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
71	81 S ATKINS ST	JONES	DAVID L	259-081-008	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
72	87 S ATKINS ST	SANDOVAL	DENNIS P & FRANCINE DIAZ	259-081-009	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
73	*NO SITE ADDRESS	SIMI VALLEY NON-PROFIT SPAY & NEUTER		259-082-011	11325.6	1	0.26	\$ 28,249.55	\$ 7,344.88	\$ 2,108.68	\$ 969.41	\$ 10,422.97
74	46 S ATKINS ST	HERRERA	ANTONIO C & ANITA C	259-082-010	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
75	56 S ATKINS ST	VIRGINIA LOU GEE (EST OF)		259-082-009	12632.4	1	0.29	\$ 28,249.55	\$ 8,192.37	\$ 2,108.68	\$ 969.41	\$ 11,270.46
76	62 S ATKINS ST	WOODY	GARY & LINDA PARKERSON	259-082-008	13068	1	0.3	\$ 28,249.55	\$ 8,474.87	\$ 2,108.68	\$ 969.41	\$ 11,552.96
77	72 S ATKINS ST	ORELLANA	CONCEPCION M	259-082-007	12196.8	1	0.28	\$ 28,249.55	\$ 7,909.87	\$ 2,108.68	\$ 969.41	\$ 10,987.96
78	80 S ATKINS ST	BRAWLEY	STAN & MARIBEL R	259-082-006	12632.4	1	0.29	\$ 28,249.55	\$ 8,192.37	\$ 2,108.68	\$ 969.41	\$ 11,270.46

79	88 S ATKINS ST	MEDRANO	ARTURO & DELIA	259-082-005	10890	2	0.25	\$ 28,249.55	\$ 7,062.39	\$ 4,217.36	\$ 969.41	\$ 12,249.16
80	1294 W SLAUGHTER AVE	MEDRANO	VICTOR GARCIA	259-082-004	14374.8	1	0.33	\$ 28,249.55	\$ 9,322.35	\$ 2,108.68	\$ 969.41	\$ 12,400.44
81	71 S WAUKESHA ST	DONALD J SIMONIC (TR SURV TR)		259-082-003	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
82	57 S WAUKESHA ST	FRANCISCO & RAQUEL TORRES (TRS)		259-082-002	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
83	49 S WAUKESHA ST	WEST	BILLY D & CAROLYN S	259-082-001	16988.4	1	0.39	\$ 28,249.55	\$ 11,017.32	\$ 2,108.68	\$ 969.41	\$ 14,095.41
84	48 S WAUKESHA ST	STILES	MELVIN J & KATHLEEN D	259-082-026	16117.2	1	0.37	\$ 28,249.55	\$ 10,452.33	\$ 2,108.68	\$ 969.41	\$ 13,530.42
85	56 S WAUKESHA ST	FRANCISCO & RAQUEL TORRES (TRS)		259-082-024	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
86	72 S WAUKESHA ST	LEONA V WAGGLE (TR)(LVW LIV TR)		259-082-023	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
87	90 S WAUKESHA ST	CEBALLOS-MADRIGAL	ROBERTO	259-082-022	18295.2	1	0.42	\$ 28,249.55	\$ 11,864.81	\$ 2,108.68	\$ 969.41	\$ 14,942.90
88	41 S PROSPECT ST	BONILLA	MAYRA M GARRIDO	259-082-028	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
89	57 S PROSPECT ST	CORONA	FRANCISCO C & DELFINA T	259-082-027	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
90	73 S PROSPECT ST	FELIX	ANGEL ZEPEDA & GUADALUPE REYES	259-082-019	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
91	83 S PROSPECT ST	MADRIGAL	DARIO	259-082-020	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
92	95 S PROSPECT ST	MARTINEZ	TRACI DIANE	259-082-021	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
93	1387 W SLAUGHTER AVE	SANCHEZ	LARRY SR	259-012-007	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
94	1369 W SLAUGHTER AVE	VX PROPERTIES LLC		259-012-023	12632.4	1	0.29	\$ 28,249.55	\$ 8,192.37	\$ 2,108.68	\$ 969.41	\$ 11,270.46
95	1369 W SLAUGHTER AVE UNIT B	VX PROPERTIES LLC		259-012-024	37897.2	1	0.87	\$ 28,249.55	\$ 24,577.11	\$ 2,108.68	\$ 969.41	\$ 27,655.20
96	1349 W SLAUGHTER AVE	HESTER	GLEN A	259-012-009	25264.8	1	0.58	\$ 28,249.55	\$ 16,384.74	\$ 2,108.68	\$ 969.41	\$ 19,462.83
97	1335 W SLAUGHTER AVE	HUBBLE	ALVIN C & LENA M	259-012-018	26571.6	1	0.61	\$ 28,249.55	\$ 17,232.23	\$ 2,108.68	\$ 969.41	\$ 20,310.32
98	1323 W SLAUGHTER AVE	ORTIZ	FERNANDO	259-012-020	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
99	1307 W SLAUGHTER AVE	HOVANNISIAN	JOHN	259-012-012	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
100	127 S LUCY ST	SANDRA A CORY (SCSR CO TR)(CORY LIV		259-012-022	17424	1	0.4	\$ 28,249.55	\$ 11,299.82	\$ 2,108.68	\$ 969.41	\$ 14,377.91
101	141 S LUCY ST	LARA	DAVID & YULIANA CASTRO	259-012-017	11325.6	1	0.26	\$ 28,249.55	\$ 7,344.88	\$ 2,108.68	\$ 969.41	\$ 10,422.97
102	153 S LUCY ST	CORONA	ROQUE & EVA MARTINEZ	259-012-014	6534	1	0.15	\$ 28,249.55	\$ 4,237.43	\$ 2,108.68	\$ 969.41	\$ 7,315.52
103	1306 W ROBY AVE	MORENO	RALPH J & ROSA M	259-012-015	7840.8	1	0.18	\$ 28,249.55	\$ 5,084.92	\$ 2,108.68	\$ 969.41	\$ 8,163.01
104	1326 W ROBY AVE	DOTSON	SANDRA	259-012-016	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
105	1336 W ROBY AVE	FABELA	DANIEL A	259-012-019	12196.8	1	0.28	\$ 28,249.55	\$ 7,909.87	\$ 2,108.68	\$ 969.41	\$ 10,987.96
106	1346 W ROBY AVE	GRIMALDI	MARIA ELENA	259-012-001	16988.4	1	0.39	\$ 28,249.55	\$ 11,017.32	\$ 2,108.68	\$ 969.41	\$ 14,095.41
107	1374 W ROBY AVE	VX PROPERTIES LLC		259-012-002	5227.2	1	0.12	\$ 28,249.55	\$ 3,389.95	\$ 2,108.68	\$ 969.41	\$ 6,468.04
108	1384 W ROBY AVE	VX PROPERTIES LLC		259-012-003	5662.8	1	0.13	\$ 28,249.55	\$ 3,672.44	\$ 2,108.68	\$ 969.41	\$ 6,750.53
109	160 S BEVERLY ST	CARDENAS	JOSE & ISMAEL	259-012-004	8276.4	1	0.19	\$ 28,249.55	\$ 5,367.41	\$ 2,108.68	\$ 969.41	\$ 8,445.50
110	142 S BEVERLY ST	GARCIA	HECTOR D	259-012-005	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
111	130 S BEVERLY ST	VX PROPERTIES LLC		259-012-006	21344.4	1	0.49	\$ 28,249.55	\$ 13,842.28	\$ 2,108.68	\$ 969.41	\$ 16,920.37
112	1289 W SLAUGHTER AVE	GARCIA	HECTOR	259-013-001	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
113	124 S LUCY ST	MARTINEZ	RICHARD A	259-013-011	11761.2	1	0.27	\$ 28,249.55	\$ 7,627.38	\$ 2,108.68	\$ 969.41	\$ 10,705.47
114	136 S LUCY ST	HERNANDEZ	JOSE ALFONSO & MARIBEL TAPIA	259-013-010	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
115	146 S LUCY ST	NORROD	GUADALUPE	259-013-009	8712	1	0.2	\$ 28,249.55	\$ 5,649.91	\$ 2,108.68	\$ 969.41	\$ 8,728.00
116	1284 W ROBY AVE	GONZALEZ	STEVE & ERICA PEREZ	259-013-008	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
117	1272 W ROBY AVE	FERNANDEZ	FERNANDO & LETICIA	259-013-007	8712	1	0.2	\$ 28,249.55	\$ 5,649.91	\$ 2,108.68	\$ 969.41	\$ 8,728.00
118	1254 W ROBY AVE	TANNENBAUM	MARY E	259-013-006	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
119	1241 W SLAUGHTER AVE	LEMUS	JOSE	259-013-005	8276.4	1	0.19	\$ 28,249.55	\$ 5,367.41	\$ 2,108.68	\$ 969.41	\$ 8,445.50
120	1245 W SLAUGHTER AVE	HAYES	SHIRLEY A	259-013-004	8276.4	1	0.19	\$ 28,249.55	\$ 5,367.41	\$ 2,108.68	\$ 969.41	\$ 8,445.50
121	1253 W SLAUGHTER AVE	HUSTON	DANIEL	259-013-003	7840.8	1	0.18	\$ 28,249.55	\$ 5,084.92	\$ 2,108.68	\$ 969.41	\$ 8,163.01
122	1271 W SLAUGHTER AVE	TAGGARD	KEVIN & MEGAN	259-013-002	12632.4	1	0.29	\$ 28,249.55	\$ 8,192.37	\$ 2,108.68	\$ 969.41	\$ 11,270.46
123	1264 W SLAUGHTER AVE	ALCANTAR	JOSE J & SILVIA	259-014-001	22651.2	1	0.52	\$ 28,249.55	\$ 14,689.77	\$ 2,108.68	\$ 969.41	\$ 17,767.86
124	1250 W SLAUGHTER AVE	RAYA	RICHARD & FLORIENE O	259-014-009	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
125	1242 W SLAUGHTER AVE	MARTINEZ	HILARION & PAULA DE GARCIA	259-014-008	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
126	1238 W SLAUGHTER AVE	YOCUM	SHANE E	259-014-007	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98

127	151 S PROSPECT ST	BEAN	ORVIS	259-014-006	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
128	137 S PROSPECT ST	MICHAEL P & SUSAN FIRESTONE (TRS)		259-014-005	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
129	125 S PROSPECT ST	BROWN	GREGORY A	259-014-004	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
130	103 S PROSPECT ST	CASTILLO JR	RAYMOND & MARY	259-014-002	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
131	1393 W ROBY AVE	GUTIERREZ	DAVID & WALTER SCHIELER	259-011-001	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
132	1385 W ROBY AVE	MOORE	RANDY A	259-011-002	7840.8	1	0.18	\$ 28,249.55	\$ 5,084.92	\$ 2,108.68	\$ 969.41	\$ 8,163.01
133	1373 W ROBY AVE	VX PROPERTIES LLC		259-011-003	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
134	1359 W ROBY AVE	RODRIGUEZ	GABRIEL & IRMA FERNANDEZ	259-011-004	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
135	1347 W ROBY AVE	ALCANTAR	ERIK & BRENDA SIERRA	259-011-005	8712	1	0.2	\$ 28,249.55	\$ 5,649.91	\$ 2,108.68	\$ 969.41	\$ 8,728.00
136	1337 WROBY AVE	MUNOZ	HECTOR	259-011-006	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
137	1325 W ROBY AVE	MENDEZ	LILIA & EDDIE	259-011-007	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
138	1319 W ROBY AVE	CUEVAS	CIRENIO GUTIERREZ	259-011-008	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
139	1305 W ROBY AVE	KENNETH KURTS & KURTS LIVING TRUST		259-011-009	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
140	1297 W ROBY AVE	RAMOS	LORENA	259-011-010	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
141	1281 W ROBY AVE	TEJEDA	EDUARDO	259-011-011	18730.8	1	0.43	\$ 28,249.55	\$ 12,147.31	\$ 2,108.68	\$ 969.41	\$ 15,225.40
142	1269 W ROBY AVE	GONZALEZ	ESTEBAN	259-011-012	10454	1	0.24	\$ 28,249.55	\$ 6,779.89	\$ 2,108.68	\$ 969.41	\$ 9,857.98
143	1255 W ROBY AVE	J D & DEMA NIX (TRS)		259-011-013	11325.6	1	0.26	\$ 28,249.55	\$ 7,344.88	\$ 2,108.68	\$ 969.41	\$ 10,422.97
144	1249 W ROBY AVE	NIX	JIMMY RAY & CHERYL L	259-011-014	12632.4	1	0.29	\$ 28,249.55	\$ 8,192.37	\$ 2,108.68	\$ 969.41	\$ 11,270.46
145	1237 W ROBY AVE	TAPIA	ARTURO L & MARIA G	259-011-015	13503.6	1	0.31	\$ 28,249.55	\$ 8,757.36	\$ 2,108.68	\$ 969.41	\$ 11,835.45
146	40 S PROSPECT ST	ANITA B BUCHANAN (TR)		259-091-007	23086.8	1	0.53	\$ 28,249.55	\$ 14,972.26	\$ 2,108.68	\$ 969.41	\$ 18,050.35
147	58 S PROSPECT ST	CEBALLOS	JOSE	259-091-006	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
148	68 S PROSPECT ST	SISK	TERRI	259-091-005	10081.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
149	74 S PROSPECT ST	FERNANDEZ	RODOLFO & MARIA	259-091-004	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
150	86 S PROSPECT ST	PLUMLEE	TERRY & TAMI	259-091-003	16117.2	1	0.37	\$ 28,249.55	\$ 10,452.33	\$ 2,108.68	\$ 969.41	\$ 13,530.42
151	104 S PROSPECT ST	LINNEA EDWARDS (TR)		259-091-002	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
152	112 S PROSPECT ST	RIOS	BREANDA MARIA	259-091-001	8712	1	0.2	\$ 28,249.55	\$ 5,649.91	\$ 2,108.68	\$ 969.41	\$ 8,728.00
153	126 S PROSPECT ST	SCOTT	HARRY & DORIA	259-091-031	8276.4	1	0.19	\$ 28,249.55	\$ 5,367.41	\$ 2,108.68	\$ 969.41	\$ 8,445.50
154	1182 W ROBY AVE	RUF	KARL A & LIANE	259-091-025	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
155	1174 W ROBY AVE	RUIZ	JESUS GUADALUPE & MARIA C	259-091-024	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
156	1166 W ROBY AVE	MENDOZA	MIGUEL & MARIA	259-091-023	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
157	135 S MASTON ST	MONROE	JAMES ROBERT	259-091-021	6969.6	1	0.16	\$ 28,249.55	\$ 4,519.93	\$ 2,108.68	\$ 969.41	\$ 7,598.02
158	155 S MASTON ST	RAMIREZ	MATHEW C	259-091-022	6969.6	1	0.16	\$ 28,249.55	\$ 4,519.93	\$ 2,108.68	\$ 969.41	\$ 7,598.02
159	125 S MASTON ST	LEON	AARON LARRY & SHEYLA	259-091-030	12196.8	1	0.28	\$ 28,249.55	\$ 7,909.87	\$ 2,108.68	\$ 969.41	\$ 10,987.96
160	121 S MASTON ST	RUBALCABA	ROGELIO G	259-091-019	12196.8	1	0.28	\$ 28,249.55	\$ 7,909.87	\$ 2,108.68	\$ 969.41	\$ 10,987.96
161	107 S MASTON ST	JOHNSON	DAL L & MARIA CRISTINA	259-091-018	12632.4	1	0.29	\$ 28,249.55	\$ 8,192.37	\$ 2,108.68	\$ 969.41	\$ 11,270.46
162	97 S MASTON ST	TAPIA	ELEAZAR	259-091-017	16117.2	1	0.37	\$ 28,249.55	\$ 10,452.33	\$ 2,108.68	\$ 969.41	\$ 13,530.42
163	85 S MASTON ST	JOSE LUIS V & MARIA E MARTINEZ (TRS)		259-091-016	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
164	75 S MASTON ST	MENDEZ	MAYRA & ANTONIO CASTRO	259-091-015	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
165	61 S MASTON ST	ALVARADO	MARTIN & OLGA	259-091-014	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
166	53 S MASTON ST	GUZMAN	CARLOS G & ALICIA	259-091-013	16117.2	1	0.37	\$ 28,249.55	\$ 10,452.33	\$ 2,108.68	\$ 969.41	\$ 13,530.42
167	45 S MASTON ST	WARD	MARLENE J	259-091-012	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
168	40 S MASTON ST	ANDRADE	JOSE & MARIBEL	259-092-005	15246	1	0.35	\$ 28,249.55	\$ 9,887.34	\$ 2,108.68	\$ 969.41	\$ 12,965.43
169	54 S MASTON ST	DIAZ	JESUS & MARIA PEREZ	259-092-006	15246	1	0.35	\$ 28,249.55	\$ 9,887.34	\$ 2,108.68	\$ 969.41	\$ 12,965.43
170	62 S MASTON ST	GALVAN	IRMA BELTRAN	259-092-007	15246	1	0.35	\$ 28,249.55	\$ 9,887.34	\$ 2,108.68	\$ 969.41	\$ 12,965.43
171	74 S MASTON ST	YANG	MONIQUE P	259-092-008	15246	1	0.35	\$ 28,249.55	\$ 9,887.34	\$ 2,108.68	\$ 969.41	\$ 12,965.43
172	84 S MASTON ST	SHAWN KUECHEL (SCSR TR)		259-092-009	14374.8	1	0.33	\$ 28,249.55	\$ 9,322.35	\$ 2,108.68	\$ 969.41	\$ 12,400.44
173	92 S MASTON ST	JUAN QUINTERO NUNEZ (TOD DEED)		259-092-010	16117.2	1	0.37	\$ 28,249.55	\$ 10,452.33	\$ 2,108.68	\$ 969.41	\$ 13,530.42
174	102 S MASTON ST	EL REVENTON LLC & MARIO ACEVEDO		259-092-011	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94

175	112 S MASTON ST	VILLALOBOS	SEBASTIAN & DINA ELODIA	259-092-012	15246	1	0.35	\$ 28,249.55	\$ 9,887.34	\$ 2,108.68	\$ 969.41	\$ 12,965.43
176	124 S MASTON ST	STIRLING	STEVE	259-092-013	15246	1	0.35	\$ 28,249.55	\$ 9,887.34	\$ 2,108.68	\$ 969.41	\$ 12,965.43
177	134 S MASTON ST	BELTRAN	MARISSA & JACQUELIN	259-092-025	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
178	150 S MASTON ST	ADDAMO	SILVIO & LORRAINE	259-092-024	10081.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
179	1124 W ROBY AVE	LEWIS	DAVID & YVETTE MELENDEZ	259-092-026	10081.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
180	1110 W ROBY AVE	HORTENCIA CARMARENA (TR)(REV TR)		259-092-018	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
181	1191 W ROBY AVE	HERNANDEZ	MARTHA O	259-093-009	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
182	1183 W ROBY AVE	AGUILERA	GABRIEL M & AMELIA DURAN	259-093-008	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
183	1169 W ROBY AVE	GONZALEZ	AGUSTIN JR	259-093-007	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
184	1157 W ROBY AVE	TORRES	RODOLFO & MARIA GONZALEZ	259-093-006	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
185	1149 W ROBY AVE	LOPEZ	DESIREE A	259-093-005	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
186	1139 W ROBY AVE	LEON	ROSARIO R	259-093-004	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
187	1125 W ROBY AVE	LEON	AARON & SHEYLA	259-093-003	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
188	1119 W ROBY AVE	LANDUCCI	FRED M & ALLISON M	259-093-002	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
189	1107 W ROBY AVE	BACA	TOMAS & JUANA C	259-093-001	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
190	1096 W ROBY AVE	SALVADOR S & PRUDENCIA B DAGUMAN (T		259-101-017	16117.2	1	0.37	\$ 28,249.55	\$ 10,452.33	\$ 2,108.68	\$ 969.41	\$ 13,530.42
191	1090 W ROBY AVE	CAMPOS	RAUL & MARIA SANCHEZ	259-101-016	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
192	1082 W ROBY AVE	GUZMAN	ISAI & ABRAHAM CHAVEZ	259-101-015	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
193	1064 W ROBY AVE	GIULIANA VISTA GP		259-101-014	15681.6	1	0.36	\$ 28,249.55	\$ 10,169.84	\$ 2,108.68	\$ 969.41	\$ 13,247.93
194	1056 W ROBY AVE	CORONA	FRANCISCO C & DELFINA T	259-101-011	6969.6	1	0.16	\$ 28,249.55	\$ 4,519.93	\$ 2,108.68	\$ 969.41	\$ 7,598.02
195	1028 W ROBY AVE	CORONA	JOAQUIN	259-101-010	6969.6	1	0.16	\$ 28,249.55	\$ 4,519.93	\$ 2,108.68	\$ 969.41	\$ 7,598.02
196	175 S COBB ST	ERMELINDA D GALLOWAY (TR)		259-101-012	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
197	133 S COBB ST	BAPTISTA	MIGUEL SANTOS	259-101-013	9147.6	1	0.21	\$ 28,249.55	\$ 5,932.41	\$ 2,108.68	\$ 969.41	\$ 9,010.50
198	121 S COBB ST	FARIAS	ERICK	259-101-009	16552.8	1	0.38	\$ 28,249.55	\$ 10,734.83	\$ 2,108.68	\$ 969.41	\$ 13,812.92
199	115 S COBB ST	LOPEZ	ARTEMIO	259-101-008	23522.4	1	0.54	\$ 28,249.55	\$ 15,254.76	\$ 2,108.68	\$ 969.41	\$ 18,332.85
200	77 S COBB ST	SENGKEO	DAN & CHOUM PHOUANGSOVATH	259-101-007	40075.2	1	0.92	\$ 28,249.55	\$ 25,989.59	\$ 2,108.68	\$ 969.41	\$ 29,067.68
201	65 S COBB ST	MAGANA	JULIO & ELIZABETH DE LOPEZ	259-101-006	19602	1	0.45	\$ 28,249.55	\$ 12,712.30	\$ 2,108.68	\$ 969.41	\$ 15,790.39
202	39 S COBB ST	BRAVO	MARIA CRUZ ALCARAZ	259-101-005	19602	1	0.45	\$ 28,249.55	\$ 12,712.30	\$ 2,108.68	\$ 969.41	\$ 15,790.39
203	66 S COBB ST	SANCHEZ	PABLO & OFELIA TAPIA	259-102-002	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
204	76 S COBB ST	RUIZ	SALVADOR V JR	259-102-003	10018.8	1	0.23	\$ 28,249.55	\$ 6,497.40	\$ 2,108.68	\$ 969.41	\$ 9,575.49
205	84 S COBB ST	TORRES	JESUS A & OFELIA	259-102-004	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
206	98 S COBB ST	HUERTA	LUZ ELENA	259-102-005	11761.2	1	0.27	\$ 28,249.55	\$ 7,627.38	\$ 2,108.68	\$ 969.41	\$ 10,705.47
207	104 S COBB ST	RICHARD R & DONNA J PATTERSON (TRS)		259-102-012	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
208	116 S COBB ST	PALOMINO	DANIEL	259-102-018	10890	1	0.25	\$ 28,249.55	\$ 7,062.39	\$ 2,108.68	\$ 969.41	\$ 10,140.48
209	122 S COBB ST	ZIRANGUA	ANGELICA LARA DE & ISAAC	259-102-019	11325.6	1	0.26	\$ 28,249.55	\$ 7,344.88	\$ 2,108.68	\$ 969.41	\$ 10,422.97
210	132 S COBB ST	PEREZ	JOHNNY & GLORIA	259-102-009	19602	1	0.45	\$ 28,249.55	\$ 12,712.30	\$ 2,108.68	\$ 969.41	\$ 15,790.39
211	1022 W ROBY AVE	SONDI ROBERTS & VIVIAN ROBERTS TRUST		259-102-011	13939.2	1	0.32	\$ 28,249.55	\$ 9,039.86	\$ 2,108.68	\$ 969.41	\$ 12,117.95
212	1004 W ROBY AVE	ZARAGOZA	ANGEL G & ALICIA A	259-102-010	5227.2	1	0.12	\$ 28,249.55	\$ 3,389.95	\$ 2,108.68	\$ 969.41	\$ 6,468.04
213	1009 W ROBY AVE	MESTAZ	CYNTHIA	259-103-001	19602	1	0.45	\$ 28,249.55	\$ 12,712.30	\$ 2,108.68	\$ 969.41	\$ 15,790.39
214	1023 W ROBY AVE	ELMIRA B SMITH (TR) E S FAMILY TR		259-103-003	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
215	191 S COBB ST	WOOD	JOANNE E	259-103-002	9583.2	1	0.22	\$ 28,249.55	\$ 6,214.90	\$ 2,108.68	\$ 969.41	\$ 9,292.99
216	192 S COBB ST	MORALES	HECTOR & GUILLERMINA CARBAJAL	259-104-001	17424	1	0.4	\$ 28,249.55	\$ 11,299.82	\$ 2,108.68	\$ 969.41	\$ 14,377.91
217	1055 W ROBY AVE	LA PAZ HOLDINGS LLC		259-104-002	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
218	1075 W ROBY AVE	TOBON	OSCAR DANIEL LUNA	259-104-003	29629.8	1	0.68	\$ 28,249.55	\$ 19,209.69	\$ 2,108.68	\$ 969.41	\$ 22,287.78
219	1087 W ROBY AVE	ESPINOZA	EDUARDO & VIOLETA RODRIGUEZ	259-104-004	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
220	1097 W ROBY AVE	ALCANTAR	MARIA ELENA & DEREIDA	259-104-005	14810.4	1	0.34	\$ 28,249.55	\$ 9,604.85	\$ 2,108.68	\$ 969.41	\$ 12,682.94
221	1199 W OLIVE AVE	HULSE	JIM & PAM	259-091-029	17424	1	0.4	\$ 28,250.55	\$ 11,300.22	\$ 2,108.68	\$ 969.41	\$ 14,378.31
222	31 S PROSPECT ST	GARCIA	CUAUHTEMOC	259-082-042	11325.6	1	0.26	\$ 28,251.55	\$ 7,345.40	\$ 2,108.68	\$ 969.41	\$ 10,423.49

SUBJECT LOCATION



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 479A**

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

SHEET
 1
 OF
 1

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ACCEPTING
THE ENGINEER'S REPORT FOR
ISLAND ANNEXATION AREA 479A**

WHEREAS: Island Annexation Area 479A was annexed in April 2017; and

WHEREAS: the parcels in this area utilize individual septic tanks that are failing; and

WHEREAS: an Engineer's Report has been prepared by direction of the City Council of the City of Porterville (attached); and

WHEREAS: the report states that the new sewer system will have a positive effect upon all parcels within the proposed boundary and provide a reliable, consistent and safe method of sewage disposal; and

WHEREAS: the report states construction costs will initially be provided by a loan from re-financed Certificate of Participation Bond Sewer funds, and establishes repayment of the loan by property owners through a Sewer Utility District; and

WHEREAS: property identifications and the proposed assessment Boundary Maps are referenced in the report.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville accepts the Engineer's Report for the Island Annexation Area 479A sewer project.

PASSED, APPROVED AND ADOPTED this 20th 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 20, 2022

SUBJECT: Amendment No. 5 to Carollo Engineers, Inc. Professional Services Agreement for Master Plan Updates and Recycled Water Feasibility Study

SOURCE: Engineering and Project Management

COMMENT: Carollo Engineers, Inc. is currently under contract with the City to provide engineering services for the preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, Recycled Water Feasibility Study, and Storm Water Resources Master Plan, which was outlined in the Agreement of Services dated April 28, 2017.

With projects of this magnitude, costs are often affected by changing regulations, evolving needs, and expanded scopes as the time needed to complete the overall work is increased. Carollo is nearing the completion of this project and after reviewing the outstanding deliverables with staff, it was determined that a final/close-out contract amendment would be necessary and warranted. Staff has negotiated a final/close-out contract amendment in the amount of \$266,897.67. The negotiated cost for the final/close-out contract amendment will be funded from the following funding sources; \$8,835.13 from the Storm Water Revolving Fund, \$7,505.14 from the Sewer Revolving Fund, \$80,042.54 from the Wastewater Treatment Facility Reserve Fund, and \$170,514.88 for Recycled Water from the Water Revolving fund.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute Addendum No. 5 to Carollo Engineer's Services Agreement at an agreed upon fee of \$266,897.67 for the final/close-out work as described herein;
2. Authorize progress payments up to one hundred percent (100%) of the fee amount;
3. Authorize the Finance Director to appropriate \$8,835.13 from the Storm Water Revolving Fund, \$7,505.14 from the Sewer Revolving Fund, \$80,042.54 from the Wastewater Treatment Facility Reserve Fund, and \$170,514.88 from the Water Revolving Fund.

ATTACHMENTS: 1. Consultant Summary of Close Out

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Comments on Summary of Account Activity Spreadsheet

- All items added by Carollo are double outlined in Blue
- Original Payment tab included the outstanding invoices as PAID, they have not been paid
- Original Account Summary tab included the outstanding invoices in total paid to date column, those amounts have been backed out of the Paid to Date information
- There are several of the integrated master plan task budgets that have been exceeded as of February 2022. However, as of February 2022, Carollo the total contracted budget had not been exceeded, and Carollo has not prepared any invoices above the total contracted budget.
- The proposed amendment is the sum of held hours and the estimated cost to complete the work. The total proposed amendment amount is \$192,838. The task breakdown for the proposed amendment is show in Column AC (which is the sum of column AA and Colum AB).

Comments on Held Hours and Estimated Cost to Complete

The following sections provide a task breakdown of the remaining budget and proposed budget amendment. Where applicable, the sections below include a discussion of efforts that led to the negative task budgets, held hours and estimated cost to complete. Please note that we have not included a discussion of the Task 2 negative budget since is a very small amount (less than one dollar).

Integrated Master Plan (Tasks 1-8, 10-12)

Project Management

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
1 -Project Management	-\$18,055.74	\$19,878.68	\$0.00	\$19,878.68

Discussion of budget overrun and held hours:

- Project Duration - The project duration was longer than planned, which leads to increased efforts on project management. The reasons for the extended project duration include lengthy review periods on project deliverables and re-work on project tasks as a result of evolving information and data.
- Project Coordination – There was more coordination required with 4-Creeks on GSP analysis and information for the master plan than anticipated.

Estimated Cost to Complete

- None

Planning Data and Background

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
3 – Planning Data and Background	-\$14,991.93	\$0.00	\$0.00	\$0.00

Discussion of budget overrun:

- Data Organization and Completeness – There was unanticipated effort in organizing and compiling datasets for the hydraulic and hydrologic (H&H) modeling. In the case of hydraulic model development, the GIS needed additional manipulation and editing to be usable for the hydraulic model.

Estimated Cost to Complete

- None

Determination of Existing System Capacities and Demands

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
5 – Determination of Existing System Capacities and Demands	-\$39,710.76	\$0.00	\$0.00	\$0.00

Discussion of budget overrun:

- Existing System Capacities and Demands: It was assumed that the initial allocation (per GSP) would be provided as a number from the City, via 4-Creeks. We expended significant effort to estimate this initial allocation including correspondence and phone calls with staff from 4-Creeks. This is a figment of the idiosyncrasies of GSPs and how the water balance is calculated for various parties and this deciphering flowed down to our team to make usable for the supply analysis.

Estimated Cost to Complete

- None

Hydraulic and Hydrologic Modeling

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
6 - Hydraulic and Hydrologic Modeling	-\$37,319.63	\$0.00	\$0.00	\$0.00

Discussion of budget overrun:

- Changes to Model Inputs and Conditions: In the case of the storm drain modeling, LIDAR data was made available after the initial model build, so we had to redo our storm drain basin volume estimates. Part way through the project, the City changed the initial groundwater allocation, and the analysis of the supply/demand deficit, and quantification of the benefits of various water supply alternatives had to be re-done.
- Analysis Inefficiencies: Some of the modeling analysis had to be re-done based as a result of poor performance by a former employee. We have written off all (total 124) of the employee's hours, which equates to a billable total of \$26,600.

Estimated Cost to Complete

- None

Wastewater Treatment Plant Evaluation

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
7 – Wastewater Treatment Plant Evaluation	-\$999.40	\$0.00	\$0.00	\$0.00

Discussion of budget overrun:

- Alternatives Analysis: The budget overrun is not significant for this task. It is attributed to evaluating multiple nutrient removal options and split treatment schemes.

Estimated Cost to Complete

- None

Capital Improvement Plan

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
10 -Capital Improvement Plan	-\$13,378.82	\$11,363.00	\$0.00	\$11,363.00

Discussion of budget overrun and held hours:

- Revisiting Cost Estimates: With every change in the analysis, due to rework or new data or revised assumptions, the estimated costs of master plan projects can change. There was unanticipated effort associated with revising cost estimates due to the trickle-down effect of revising the analyses.

Estimated Cost to Complete

- None

Master Plan Deliverables

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
11 - Deliverables - Utility Master Plans	-\$79,689.78	\$59,401.11	\$3,000.00	\$62,401.11

Discussion of budget overrun and held hours:

- Revising Planning Documents: With changes in data, assumptions, analyses, and cost estimates, the extensive documentation of the master plan was reviewed and modified. The most significant revisions of the master plan memos and documents were for the water analysis, and were related to changing data/assumptions for water supply, storage, and subsequent impacts on the hydraulic modeling analysis. In addition, the effort related to split treatment and scenarios accommodating the casino were not included in the original scope of work. Additional effort to analyze and document these options impacted the water portfolios, wastewater treatment analysis, and hydraulic analysis.
- Partial Drafts: Furthermore, to help facilitate timely client review of the master plan documents and to reduce the overall volume documentation for review, we prepared partial drafts of the master plan. This additional effort to prepare partial drafts was not anticipated.
- Review Periods: City review periods were long and this led to inefficiency in addressing comments as it requires more time to get back up to speed on the details of the analysis.

Estimated Cost to Complete

- Assuming very limited comments from the City, the effort to complete the master plan is \$3,000. If comments that require changes to the analysis of projects or modeling, then additional budget would be required.

Contingency

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
12 – Contingency	-\$52,011.53	\$0.00	\$0.00	\$0.00

Discussion of budget overrun:

- In June 2018, Task 8, the Stormwater Resources Plan scope was eliminated from the project. This modification was completed in Amendment 1. The City allocated \$54,636.00 to this task. Work completed on this task totaled \$52,011.53. The negative budget shown above is because Carollo did not receive a formal reallocation of funds.

- Work directed by the City included reconfiguring the water supply portfolio analyses, and screening metrics/criteria, hydraulic analysis of effluent pipeline capacity, and further analysis on split treatment options.

Estimated Cost to Complete

- None

Biosolids Pre-Application (Task 21)

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
Biosolids Pre Application	-\$6,685.04	\$0.00	\$0.00	\$0.00

Discussion of budget overrun:

- Conducted additional special studies at the City's request to look at impacts of removing significant acreage from the reclamation area. A separate report was prepared to document this analysis.

Estimated Cost to Complete:

- None

UWMP (Tasks 22-23)

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
22 - Prepare UWMP Components	16,752.61	\$0.00	\$0.00	\$0.00
23- 2020 UWMP Development	-1,335.19	\$15,417.00	\$0.00	\$15,417.00

Discussion of budget overrun and held hours:

- The task budget shows an overrun on Task 23, and available budget on Task 22.
- The development of the UWMP components (Task 22) was relatively straight forward and was completed with surplus budget. Task 23 involved compilation of these components into the UWMP report, which has required City review and revisions to go from the Draft to a version submitted to DWR. As a whole, the development of the UWMP components and the development of the report has not exceeded the total budget for the UWMP effort.
- UWMP shows the expenses incurred that have not been billed (held hours in Task 23). These expenses have not been billed because Carollo is unable to bill above our total contracted amount. With inclusion of the held hours, the remaining project budget for the UWMP study would be \$0.

Estimated Cost to Complete:

- None

CV SALTS (Tasks 16-20)

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
16 - Project Management and Meetings	\$66,976.36	\$0.00	\$0.00	\$0.00
17- Nitrate Initial Assessment	-\$81,067.79	\$14,391.76		\$14,391.76
18- Survey of Discharge Impacts on Water Wells (NIA)	\$10,699.20	\$0.00	\$0.00	\$0.00
19 – Early Action Plan	\$68,998.75	\$7,698.55	\$33,310.00	\$41,008.55
20 - Identification of an Overlaying or Adjacent Management Zone (NIA)	\$2,249.30	\$0.00	\$0.00	\$0.00

Discussion of budget overrun and held hours:

- Task 17 shows a budget overrun. However, the total budget of Tasks 16 through 20 was not exceeded. There was extensive analysis for the nitrate initial assessment, but there is available budget in the associated tasks 16, 18, and 19.
- CV SALTS shows the expenses incurred (held hours in Tasks 17 and 19) that have not been billed. These expenses have not been billed because Carollo is unable to bill above our total contracted amount. With inclusion of the held hours, the remaining total project budget (Tasks 16 through 20) would be \$45,766.

Estimated Cost to Complete:

- The effort to complete is associated with the remaining budget for Katz and Associates. If the City requests their services for continued outreach on the EAP, then the amount of \$33,310 would be required.

AWIA (Tasks 24-27)

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
24 - AWIA Data Collection and Site Visits (AWIA)	-\$3,047.67	\$0.00	\$0.00	\$0.00
25- Risk and Resiliency Assessment (AWIA)	\$29,255.59	\$2,614.35	\$0.00	\$2,614.35
26- AWWA G430 Standard Analysis (AWIA)	\$6,092.00	\$0.00	\$0.00	\$0.00
27-Generate Documentation for EPA to Support Compliance (AWIA)	\$979.00	\$0.00	\$0.00	\$0.00

Discussion of budget overrun and held hours:

- Task 24 shows a budget overrun reflecting additional effort on the data collection efforts. However, the total budget of Tasks 24 through 27 was not exceeded.
- AWIA project shows the expenses incurred that have not been billed (held hours in Task 25). These expenses have not been billed because Carollo is unable to bill above our total contracted amount. With inclusion of the held hours, the remaining project budget would be \$30,664.

Recycled Water Feasibility Study (Task 9)

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
Recycled Water Feasibility Study	\$21.75	\$15,763.59	\$0.00	\$15,763.59

Discussion of budget overrun and held hours:

- There was unanticipated effort on the level of detail on quantifying the landscape irrigation market. This involved several iterations and coordination with City staff that was not anticipated.
- Some additional effort was spent on consistency between the Recycled Water Study and the master plan documents, as a result of changes that occurred in the analysis as the project progressed. These changes included split treatment system analysis and changes to the water supply portfolios.

Estimated Cost to Complete:

- None

Sewer Rate Study (Tasks 13-14)

Task	Budget Remaining	Proposed Amendment		
		Held Hours	Estimated Cost to Complete	Total
Task 13 Sewer Rate Study	-13,062.92	0.00	10,000	10,000

Discussion of budget overrun and held hours:

- The Sewer Rate Study shows a budget overrun. Initially there were two rate alternatives anticipated in this scope of work. Subsequently, stormwater related costs were incorporated into the analysis. In addition, there have been long delays in responses to interim and draft deliverables that have led to greater than anticipated level of effort.

Estimated Cost to Complete:

- The effort to complete is associated incorporating the stormwater and O&M capital costs into the financial planning, cost of service, alignment with statutes and regulations, and rate design. This effort is estimated at \$10,000. The City has provided recent direction on these additional efforts (June 2022) and the anticipated effort is reflected in the estimated cost to complete.



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Police Firing Range Cooperative Agreement with City of Lindsay

SOURCE: Police

COMMENT: For the past several years, the Porterville Police Department has extended the use of the Department's Firearms Training Facility to the Lindsay Police Department. The executed agreement for use of the facility expires June 30, 2022.

The Lindsay Police Department has indicated it wishes to continue to use the training facility and has agreed to continued compensation for such use. The agreed-upon compensation is \$1,500 annually over the term of a three-year agreement for a total of \$4,500.

Department staff is requesting City Council approval to enter into a new agreement with the Lindsay Police Department allowing the agency continued usage of the Porterville Police Department Firearms Training Facility for the term of the agreement beginning July 1, 2022 to June 30, 2025.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of July 1, 2022 through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. Draft Agreement
2. Firearms Range Rules and Regulations

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



POLICE FIRING RANGE COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2022, between the CITY OF PORTERVILLE ("CITY"), and the CITY OF LINDSAY ("LINDSAY"), (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties desire to allow the use of the CITY Police Firing Range ("Range") by the Lindsay Police Department ("LPD").
- B. The Parties are willing to enter into this Agreement on the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for three (3) years, commencing on July 1, 2022, and ending on June 30, 2025.
2. LPD desires use of the Range approximately twelve (12) times per agreement year, at the frequency of approximately one (1) use per month.
3. The cost per agreement year shall be fifteen hundred (\$1,500) dollars paid annually each year.
4. The CITY shall furnish use of the Range to the LPD including restroom facilities if available, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Range in accordance with this Agreement.
5. LPD shall have the use of on-site firearms buildings located at the Range for training programs. Any available classroom facility may be used on a case-by-case basis, without additional charge, when arranged through the Porterville Police Department ("PPD") Range Supervisor.
6. PPD and LPD agree the Range shall be open and usable by members of LPD at such times that are mutually agreeable to both parties. Exclusive use of the facilities by LPD must be coordinated with, and scheduled by the PPD Range Supervisor.

7. Prior to exclusive use of the Range, LPD will submit their training agenda and course of fire to the PPD Range Supervisor for approval.
8. LPD agrees that its members using the Range under this Agreement shall be governed by the range safety rules established by PPD. (Firearms Range Rules and Regulations, attached.)
9. On their scheduled training days, the LPD Range Master shall contact PPD Watch Commander upon their arrival and departure from the RANGE.
10. After use of the facility, LPD agrees to ensure the Range is cleaned properly of all debris resulting from their use, including brass. Brass will be left in containers (containing only brass) at the Range for disposal by PPD.
11. Notwithstanding Section 16 herein, both the PPD and LPD reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other, for any (or no) reason. The cost shall be prorated to account for the period the contract was in effect.
12. The amount to be paid by LINDSAY will be due and payable as follows: LINDSAY shall pay the amount as invoiced by the CITY on an annual basis of the agreed-upon cost within thirty days of receiving said invoice(s).
13. Indemnity/Hold Harmless Agreement: LINDSAY shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnities"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of LINDSAY's performance of its obligations under this agreement or out of the operations conducted by LINDSAY, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from LINDSAY's performance of this agreement, LINDSAY shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
14. General Liability Insurance: LINDSAY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence. LINDSAY's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insured's under such policies.

- a. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY OF PORTERVILLE:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7447
Fax: 559-782-7452

CITY OF LINDSAY:

City Clerk of the City of Lindsay
251 East Honolulu Street
Lindsay, CA 93247
Phone: 559-562-7103
Fax: 559-562-7100

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

16. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Party(ies).

17. Termination.

- a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1) This Agreement may be terminated by any Party should another Party:

- a) be adjudged bankrupt;
- b) become insolvent or have a receiver appointed;

- c) make a general assignment for the benefit of creditors;
- d) suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- e) materially breach this Agreement.

2) For any occurrences except item e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3) Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4) If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting parties consent to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

b. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

18. This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of all Parties.

19. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

20. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
21. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
22. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.
23. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
24. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Porterville Chief of Police and the Lindsay City Manager, or their designees, shall convene a meeting to discuss the agreement. If the agreement is continued, the Porterville Chief of Police shall provide the new cost (if applicable), and the new agreement will indicate the amount of funding each party shall be responsible for.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

Date

CITY OF LINDSAY:

Richard Carrillo, Public Safety Director

Date

FIREARMS RANGE RULES AND REGULATIONS

The following safety regulations are designed to ensure the safety of all personnel in this department, as well as any other department, using the firearms training facility. The rules will be posted in a conspicuous location and shall be strictly enforced. The Range Master is responsible for the safe operation of the facility and he/she may take appropriate and necessary action to safeguard all persons using the facility or to ensure public safety. Failure to obey any of these regulations may result in disciplinary action and/or being ordered to leave the firearms facility by the Range Master or designated firearms instructor. The Range Master will take immediate action to address rules violations and, at his/her discretion, depending on the seriousness of the violation, report the violation to the Training Unit Supervisor.

These rules apply to the Porterville Police Department personnel, as well as any other person or agency using the firearms range facility.

1. No personnel will enter the Range Master's office without prior approval of the Range Master or firearms instructor.
2. Only authorized personnel will enter the storage area (seatrain).
3. No alcoholic beverages are permitted at the firearms training facility.
4. All firearms at the firearms training facility are subject to a safety inspection by the Range Master or firearms instructor at any time.
5. Only approved ammunition will be used at the firearms training facility. All ammunition is subject to inspection by the Range Master or firearms instructor at any time.
6. The loading and unloading of firearms will take place only in designated areas of the firearms facility.
7. All range activities will be coordinated through the Training Unit Supervisor or, if designated by the Training Unit Supervisor, the Range Master.
8. All injuries will be promptly reported to the Range Master or firearms instructor.
9. Shooting will only be at targets approved by the Range Master or firearms instructor.

10. When on the firing line, unholstered firearms shall be pointed downrange at all times.
11. Ear and eye protection are required at all times by all persons while on the range when any person is actively engaged in discharging a firearm.
12. During range qualification or firearms training, firing will only commence on the command of the Range Master or firearms instructor.
13. All firing will stop immediately if the Range Master or firearms instructor determines there is a safety issue. This will be done by yelling, "Cease fire!"
14. Firearms will not be left unattended, except unloaded firearms in designated areas.
15. Horseplay or unsafe handling of firearms will not be tolerated.
16. Persons not abiding by all of the above rules will leave the firearms training facility upon the request of the Range Master or firearms instructor.



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Adoption of a Resolution Approving the Draft Memorandum of Understanding (MOU) between the City of Porterville and Tulare County Regional Transit Agency (TCRTA) for Public Transportation Services

SOURCE: Public Works

COMMENT: On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, “Tulare County Regional Transit Agency” (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement and in collaboration with the City of Porterville, staff has drafted the attached Memorandum of Understanding (MOU) for Public Transportation Services. The draft MOU stipulates that the City of Porterville wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and TCRTA wishes to assume such responsibility.

The MOU outlines the following responsibilities:

TCRTA assumes full responsibility for administering Public Transportation Services on behalf of the City of Porterville;

1. City of Porterville will lease, per the terms of the Transit Facility Lease Agreement, to TCRTA the use of the City of Porterville’s Transit Center (Appendix B);
2. City of Porterville will lease, per the terms of the Transit Vehicles Lease Agreement, to TCRTA the use of the City’s transit vehicles until the vehicle title’s have been transferred to TCRTA (Appendix C);
3. City of Porterville will coordinate the listed resources to maximize accessibility and availability of transportation services (Appendix D);
4. City of Porterville will transfer to TCRTA the listed assets (Appendix E);
5. City of Porterville will transfer rider facilities assets to TCRTA (Appendix F);
6. City of Porterville will transfer transit furniture and equipment to TCRTA (Appendix G);
7. City of Porterville will provide TCRTA with various services including,

but not limited to, vehicle maintenance and fuel, landscape maintenance, general facility maintenance, and administrative support, as needed, and TCRTA will reimburse the City of Porterville.

In exchange for these services, the City of Porterville will transfer all transit-specific Transportation Development Act (TDA) and available Federal Transit Administration (FTA) funds necessary to operate the Tulare County Area Transit service. TDA funds not used to operate the Tulare County Area transit service will be transferred to the City of Porterville.

RECOMMENDATION: That City Council:

1. Adopt the draft Resolution approving the Memorandum of Understanding between the City of Porterville and Tulare County Regional Transit Agency (TCRTA) for Public Transportation Services; and
2. Authorize the City Manager or designee to negotiate and approve technical changes to the Memorandum of Understanding as needed.

ATTACHMENTS: 1. Draft Resolution
 2. Draft Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE TULARE COUNTY REGIONAL TRANSIT AGENCY
AND THE CITY OF PORTERVILLE**

WHEREAS, commencing on August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement to exercise their common powers by the formation and operation of a Joint Power Agency, “Tulare County Regional Transit Agency” (TCRTA), and authorize TCRTA with full power and authority to own, operate, and administer the public transportation system with the jurisdictions of the member agencies; and

WHEREAS, the City of Porterville wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, the TCRTA wishes to assume such responsibility to own, operate, and administer a public transportation system for the City of Porterville in accordance with the Memorandum of Understanding (MOU); and

WHEREAS, the Memorandum of Understanding between the TCRTA and the City of Porterville was presented to the governing body’s for determination; and

WHEREAS, the Board of Directors of the Tulare County Regional Transit Agency has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the City of Porterville of those matters in which it finds itself in agreement with the administration and operation of the Porterville Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

NOW THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville, does hereby accepts and approves the Memorandum of Understanding between the City of Porterville and TCRTA for Public Transportation Services attached hereto as Exhibit 1, effective July 1, 2022; and

BE IT FURTHER RESOLVED: The City Manager or his designee be authorized to make and approve technical changes to the Memorandum of Understanding as necessary to implement the action.

PASSED AND ADOPTED this 20th day of June 2022 by the **City Council of The City of Porterville**.

THE FOREGOING RESOLUTION was introduced and adopted at a regular meeting of the City Council of the City of Porterville held on the 20th day of June 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By

Patrice Hildreth, Chief Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PORTERVILLE AND THE
TULARE COUNTY REGIONAL TRANSIT AGENCY
FOR PUBLIC TRANSPORTATION SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of June 2022 and made between the **CITY OF PORTERVILLE (“CITY”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. CITY and TCRTA shall be referred to in this MOU together as Parties.

WITNESSETH

WHEREAS, The Joint Powers Agreement, dated August 11, 2020, by and among County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency” and collectively the “Parties” or “Member Agencies”) hereafter called “TCRTA;” and

WHEREAS, the purpose of the formation and operation of TCRTA is to own, operate, and administer a public transportation system within the jurisdictions of and on behalf of the Member Agencies; and

WHEREAS, Member Agencies will coordinate their resources in order to maximize accessibility and availability of transportation services; and

WHEREAS, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

WHEREAS, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

WHEREAS, City wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from City in accordance with this MOU and applicable law.

NOW, THEREFORE, City and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY THE CITY

- A. For the project (Project) covered by this MOU, City hereby assigns as of July 1, 2022, and TCRTA hereby assumes as of July 1, 2022, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer City’s public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).

B. This assignment pertains only to the designated activities described in this Stipulation I (B).

1. The assignment includes the following:

- a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
- b. Activities listed in the Transit Facility Lease Agreement identified in **Appendix B**; and
- c. Activities listed in the Transit Vehicle Lease Agreement identified in **Appendix C**; and
- d. City will coordinate the listed resources to maximize accessibility and availability of transportation services in **Appendix D**.

C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to City and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of City described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit services, excluding any unmet transit need reasonable to meet will be transferred to City.

II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, City is no longer will be responsible for audits or reporting related to public transportation services described in Stipulation I (B).
- C. To the extent that City has current or ongoing obligations under state or federal grant agreements or otherwise, City will seek approval from the relevant agency to assign those obligations to TCRTA or will continue to provide those obligations itself.

III. TRANSFER OF ASSETS – FEDERAL INTERESTS

Assets transferring from City to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

City’s assets transferring to TCRTA are identified in **Appendix E**.

IV. TRANSFER OF ASSETS – TRANSIT VEHICLES

City shall transfer ownership of City transit vehicles in accordance with Paragraph III above and in accordance with any grant restrictions or other obligations related to said assets. City's transit vehicles are identified in **Appendix E**.

At the time of this agreement, City is working to purchase vehicles through the 5307 Grant Program. City shall, as permitted by Section III, transfer the new vehicles to TCRTA upon receipt.

Until such time as the transfer of said transit vehicles is complete, City shall lease to TCRTA all transit vehicles in accordance with the terms specified in **Appendix C**.

V. TRANSFER OF ASSETS – RIDER FACILITIES

City owns signs, signposts, benches, and shelters at its bus stops (the "Rider Facilities") throughout City as indicated in **Appendix F**. City hereby assigns the Rider Facilities to TCRTA. Further, City hereby grants to TCRTA a non-transferable encroachment permit for the Rider Facilities located within City right-of-way or located on City owned or leased real property. Further, City hereby assigns or otherwise transfers to TCRTA any easements, leases, licenses, or other interests in real property for all other Rider Facilities except as may otherwise be prohibited. Where assignment, transfer, or conveyance is prohibited, TCRTA shall seek an easement, license, encroachment permit, or other permission for said Rider Facilities.

VI. TRANSFER OF ASSETS – FURNITURE AND EQUIPMENT

City owns various equipment and furniture related to the administration and operation of City's transit system, including that which is located at the Porterville Transit Center. City shall transfer to TCRTA ownership of that equipment and furniture listed in **Appendix G**.

VII. ANNUAL REPORT

After the final close of each fiscal year for TCRTA, TCRTA will provide an Annual Report to City. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution from each Party for the Project, as well as to facilitate City's TDA claims for the next fiscal year.

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from City regarding the Annual Report. TCRTA will respond to questions and request for clarifications up to sixty days after the release of the Annual Report.

The Annual Report shall clearly and accurately present the following, in sufficient detail for all PARTIES to understand the figures:

1. Audited financials from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a

comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.

2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e., spare, active, contingency, to be decommissioned).
6. Annual projection to operate Project for the next fiscal year.
7. Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances.

The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs exceed the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, capital and operating reserves, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section VIII below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to

use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

VIII. WORKING GROUP

A Working Group will be established consisting of staff representative of the following agencies:

- City of Porterville
- Tulare County Regional Transit Agency (TCRTA)
- Tulare County Association of Governments (TCAG)

The Working Group may take any action by a vote of two (2) affirmative votes, with each agency receiving one vote, provided such action is consistent with the terms of this MOU.

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

The Working Group will convene annually by June 1st to provide an estimated budget to the City and a projection of the use of funds.

IX. OPERATING PERFORMANCE MEASURES

The Working Group shall establish operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- Farebox Recovery Ratio (In accordance with the established Ratio as determined by the Tulare County Association of Governments acting as the Metropolitan Planning Organization)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip
- Net Operating and Capital Costs of Project per each Party

1. Modifications to the Operating Performance Measures may be made by the Working Group.
2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

As required by the Federal Transit Administration, TCRTA, as the administrator of the service will collect and report financial (operating expenses) and non-financial (e.g., ridership and vehicle service miles) data to the National Transit Database. TCRTA will track data for the Project separately.

In the event it becomes necessary to make any changes to the Project before the Annual Report is ready with mutual agreement, then TCRTA will schedule meetings and provide necessary data to evaluate service and make changes.

X. FEDERAL AND STATE REPORTING

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will primarily be used to meet National Transit Database (NTD) reporting requirements.

TCRTA shall also be responsible for collecting Contractor monthly and annual reports in complying with the FTA Alcohol and Drug Testing regulations, Safety and Security regulations, Disadvantaged Business Enterprise (DBE), and other relevant transit regulations.

XI. MARKETING

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

XII. RECORDS, AUDIT, AND REVIEW

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with "Operating Performance Measures." All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA's regular business hours upon reasonable notice.

XIII. TERM

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

XIV. MOU AMENDMENTS

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and City.

XV. MOU TERMINATION

Either party, upon ninety (90) days' advance written notice to the other party, may withdraw its participation in this MOU.

Upon termination of the MOU, Parties shall negotiate the transfer of assets from TCRTA to City, including those assets transferred by this Agreement or reasonable replacements, therefore.

XVI. INTEGRATION

This Agreement represents the entire and integrated Agreement between the Parties and supersedes all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVII. CALIFORNIA LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

XVIII. JURISDICTION

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

XIX. WARRANTY OF AUTHORITY

Each person signing this Agreement on behalf of a Party warrants that he or she has authority to do so.

XX. WAIVERS

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

XXI. SEVERABILITY

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

XXII. INDEMNIFICATION

City agrees to indemnify and hold harmless TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

TCRTA agrees to indemnify and hold harmless City, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of the performance of this MOU. This indemnification clause shall apply to all damages or claims for damages suffered by TCRTA's operations regardless of if any insurance is applicable or not.

XXIII. POINTS OF CONTACT

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the Parties may from time to time designate in writing:

City of Porterville
Public Works Director
555 N. Prospect St.
Porterville, CA 93257

Tulare County Regional Transit Agency
Executive Director
210 N. Church St., Suite B
Visalia, CA 93291

XXIV. ADMINISTRATIVE SUPPORT

City agrees to provide personnel, materials, forms, transportation, and provide facilities within the City to assist TCRTA, under the direction of the TCRTA Executive Director, with planning, environmental review, engineering services, telecommunications, and construction and maintenance services. and other and further purposes as may be necessary.

TCRTA agrees to provide personnel, materials, forms, transportation, and provide facilities within the TCRTA facilities to assist City, under the direction of the Public Works Director, with transit grant administration, transit planning, and such other and further purposes as may be necessary.

All work to be performed under this section shall be done by mutual agreement between the TCRTA Executive Director and the Public Works Director.

TCRTA and City agree to reimburse the other Party for work done by the other Party for salaries including overhead and fringe benefits, materials, and expenses. Overhead for staff shall be reimbursed subject to an approved Indirect Cost Allocation Plan as approved by the Independent Office of Audits and Investigations (IOAI) from the Caltrans Inspector General or as determined through another method and agreed to by both parties.

XXV. EMERGENCY PLANNING AND RESPONSE

TCRTA agrees to work with City on the provision of transit services as necessary in emergency planning and response. Emergency Response may include, but is not limited to, facilitating

evacuations with buses and drivers, providing logistical support for evacuees or response operations, providing transportation for damage assessments (known as “windshield surveys”), and other activities to support emergency response. Further, TCRTA agrees to participate in relevant emergency planning and training exercises by City.

Emergency Response services provided for declared emergencies may be reimbursed at a rate to be determined by mutual agreement between the parties. Some reimbursement will be contingent upon proper documentation of time, equipment and material use by TCRTA, in accordance with Federal, State and or/other grantor guidelines.

TCRTA and City may also enter into one or more additional future agreements to further effect this section.

XXVI. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

XXVII. COUNTERPART SIGNATURES

THE PARTIES agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all **PARTIES**.

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Mayor

Chair

Date

Date

ATTEST:

ATTEST:

By: _____
Clerk

By: _____
Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

Appendix A – JPA AGREEMENT

TULARE COUNTY REGIONAL TRANSIT AGENCY JOINT POWERS AGREEMENT

The Joint Powers Agreement ("Agreement"), dated this 11th day of August, 2020, by and among the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a "Party" or "Member Agency" and together, the "Parties" or "Member Agencies" to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

Article I General Provisions

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called "Tulare County Regional Transit Agency" or "Transit Agency," with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be "Tulare County Regional Transit Agency." Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency's Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.
- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.

Appendix A – JPA AGREEMENT

- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

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The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

- a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.
- b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.
- c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.
- d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.
- e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.
- f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.
- g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

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Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

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- n. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency’s existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that

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such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

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Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

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Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

Article III Financial and Service Level Provisions

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

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- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

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Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not required for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

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Article IV Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

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In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.
 - (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.

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- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt,

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liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the original

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notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant

Appendix A – JPA AGREEMENT

fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

Appendix A – JPA AGREEMENT

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Appendix A – JPA AGREEMENT

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

Appendix A – JPA AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF TULARE

By 
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Officer/Clerk of the Board of Supervisors

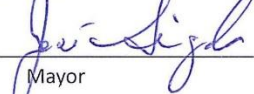
By 

Approved as to Form:

COUNTY COUNSEL

By 
Deputy (Matter No. 20192039)

CITY OF TULARE

By 
Mayor

Attest:

By 
Tulare City Clerk

Approved as to Form:

By 
Tulare City Attorney

CITY OF EXETER

By 
Mayor

Attest:

By 
Exeter City Clerk

Approved as to Form:

By 
Exeter City Attorney

CITY OF FARMERSVILLE

By 
Mayor

Attest:

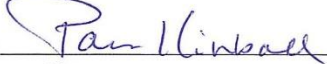
By 
Farmersville City Clerk

Approved as to Form:

By 
Farmersville City Attorney

Appendix A – JPA AGREEMENT

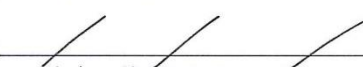
CITY OF LINDSAY

By 
Mayor

Attest:

By 
Lindsay City Clerk

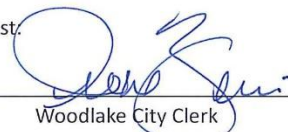
Approved as to Form:

By 
Lindsay City Attorney

CITY OF WOODLAKE

By 
Mayor

Attest:

By 
Woodlake City Clerk

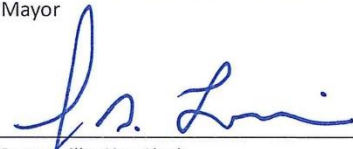
Approved as to Form:

By 
Woodlake City Attorney

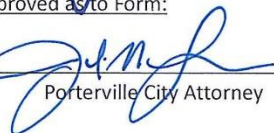
CITY OF PORTERVILLE

By 
Mayor

Attest:

By 
Porterville City Clerk

Approved as to Form:

By 
Porterville City Attorney

Appendix A – JPA AGREEMENT

ADDENDUM SEPTEMBER 21, 2020

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

CITY OF DINUBA

By _____
Mayor

Date 10/01/2020

Attest:

By Linda Barkley
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

Appendix B – TRANSIT FACILITY AGREEMENT

TRANSIT FACILITY LEASE AGREEMENT BETWEEN THE CITY OF PORTERVILLE, TULARE COUNTY REGIONAL TRANSIT AGENCY, AND TRANSDEV SERVICES, INC

THIS TRANSIT FACILITY LEASE AGREEMENT (“LEASE”) is effective as of July 1, 2022, by and between the **CITY OF PORTERVILLE** referred to as City, and **TULARE COUNTY REGIONAL TRANSIT AGENCY**, hereinafter referred to as TCRTA, and **TRANSDEV SERVICES, INC.**, hereinafter “third-party contractor” (collectively, the “parties”).

RECITALS

- A.** This lease is effected by virtue of City’s public transportation services Memorandum of Understanding (MOU) between TCRTA; and
- B.** City will retain continuing control of transit facility purchased for use by TCRTA if FTA or CALTRANS grant funds are used to procure facility; and
- C.** TCRTA will either select a third-party contractor(s), or already has an agreement with a third-party contractor(s), to operate the Porterville Transit Center and use the space located at 61 W. Oak Avenue, Porterville, CA 93257; and
- D.** TCRTA and/or its third-party contractor(s) agrees to operate the transit facility in accordance with this Lease and accepts responsibilities associated with that operation via this Lease Agreement; and
- E.** TCRTA agrees that a default under this Lease is a default under the Agreement with CITY and vice versa.

I. CONDITIONS

This Agreement is one of leasing only, and TCRTA shall not acquire any right, title or interest to the transit facility leased other than that of TCRTA. TCRTA acknowledges that the City owns (subject to any FTA or CALTRANS liens) the transit facility subject to this Agreement. Nothing herein shall affect City’s absolute ownership of any title or interest to said facility.

TCRTA shall lease and its third-party contractor agrees to operate the transit facility in accordance with the service characteristics described in the TCRTA’s operating assistance grant agreement with the FTA or CALTRANS.

FTA or CALTRANS approval is required for incidental use of the leased transit facility, and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the City’s continuing control over the use of the transit facility or the TCRTA’s continued ability to carry out public transportation services.

Appendix B – TRANSIT FACILITY AGREEMENT

TCRTA will comply with the terms, conditions and obligations included in the grant agreement executed between the City and the FTA or CALTRANS so as not to impair the City's relationship with the FTA or CALTRANS, nor cause City to be in default of any agreement with the FTA or CALTRANS. Any breach of this Agreement shall be considered a default by TCRTA.

TCRTA and its third-party contractor agrees that it will not use or permit the use of the leased transit facility in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the transit facility, or permit the transit facility to become subject to any lien, charge or encumbrance which may affect the City's title to the transit facility.

TCRTA shall not mortgage, pledge, sell, or otherwise encumber or dispose of the transit facility provided under the terms and conditions of this Agreement.

Parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

TCRTA agrees to review and comply with the annual FTA Certification and Assurances signed by TCRTA, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Parties agree to abide by the relevant rules and regulations provided by the FTA or CALTRANS, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the transit facility is operated under the terms and conditions of this Agreement.

II. REPRESENTATION AND WARRANTIES

In consideration of the City entering into this Agreement, TCRTA represents and warrants:

- A. TCRTA is in good standing under the laws of the State of California and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. TCRTA and its third-party contractor has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency, which authorize or empower the services to be performed by TCRTA.

III. OWNERSHIP

The City will maintain ownership of the transit facility obtained through the grant program. The City shall have full authority to exercise its responsibilities as owner of the transit facility provided under the terms and conditions of this lease.

Appendix B – TRANSIT FACILITY AGREEMENT

IV. INSURANCE

The Parties agree that insurance levels, categories and premium payments for the transit facility shall be the responsibility of the City.

Insurance shall include such coverage as required by the grant agreement between the City and the FTA or CALTRANS, and shall meet the requirements of applicable local, state and federal laws.

TCRTA shall bear all risks of damage or loss of the transit facility, or any portion of damage or loss not covered by insurance.

V. FACILITY MAINTENANCE

The Parties agree that the City shall provide, at TCRTA's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- A. The structural parts of the building and other improvements in which the Premises are located;
- B. Electrical, plumbing, and sewage systems;
- C. Heating, ventilating, and air-conditioning systems;
- D. Landscape and parking lots.

The City will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the tenancy, at TCRTA's expense, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire covered by the City and TCRTA's shared vendor.

VI. ENTRY ON PREMISES

The City and its authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to TCRTA.

VII. LEASE TERM

This lease shall continue in effect until cancelled by either party in accordance with the Agreement.

VIII. LEASE FEE

The lease fee shall be one dollar per year, payable annually in arrears.

IX. FEDERAL REQUIREMENTS

The Parties recognize that many federal requirements apply to real property procurements utilizing federal funds. Certain of those federal requirements will remain the responsibility of City

Appendix B – TRANSIT FACILITY AGREEMENT

throughout the term of the lease of transit facility to TCRTA. Other requirements will flow through to TCRTA and its third-party contractor. The following generally summarizes those requirements and the parties responsible for compliance with them.

A. Satisfactory Continuing Control

The City shall at all times maintain control over real property, facilities, and equipment and ensure that they are used for the purpose it was acquired as long as needed, whether or not the program project continues to be supported by federal funds (FTA Circular 5010.1E). CITY exercises continuing control demonstrated by City oversight of TCRTA and its use of the federally funded property which is described in the provisions of the Agreement and this lease.

B. Drug and Alcohol Testing

TCRTA and its third-party contractor agrees to provide drug and alcohol testing of all its employees as required under Federal law. TCRTA and its third-party contractor are subject FTA's drug and alcohol testing rules encompassed in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

C. Records

The City and TCRTA shall maintain full and accurate copies of records of costs expended with regard to all matters covered by this Lease. All such material and data shall be retained for five years from the date of the Vehicle's disposition, replacement or transfer at FTA's direction. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records must be maintained for the longer of three years after completion of the action and resolution of all issues that arise from it or the time remaining in the original retention period.

X. INDEMNIFICATION

City agrees to indemnify and hold harmless TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

TCRTA agrees to indemnify and hold harmless City, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA, its employees or agents.

It is the intent of the Parties that TCRTA's third-party contractor will indemnify and hold harmless City and TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA's third-party contractor, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of the performance of this MOU. This indemnification clause shall apply to all damages or claims for damages suffered by TCRTA's operations regardless of if any insurance is applicable or not.

Appendix B – TRANSIT FACILITY AGREEMENT

XI. FURTHER ASSURANCES

The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be necessary required in order to carry out the provisions of this Lease and the intentions of the parties.

XII. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

XIII. CONTERPART SIGNATURES

THE PARTIES agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all PARTIES.

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Public Works Director

Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

TRANSDEV SERVICES, INC.

INSERT TITLE

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

TRANSIT VEHICLE LEASE AGREEMENT BETWEEN THE CITY OF PORTERVILLE, TULARE COUNTY REGIONAL TRANSIT AGENCY, AND TRANSDEV SERVICES, INC

THIS TRANSIT VEHICLE LEASE AGREEMENT (“LEASE”) is effective as of July 1, 2022, by and between the **CITY OF PORTERVILLE** referred to as City, and **TULARE COUNTY REGIONAL TRANSIT AGENCY**, hereinafter referred to as TCRTA, and **TRANSDEV SERVICES, INC.**, hereinafter “third-party contractor” (collectively, the “parties”).

RECITALS

- F.** This lease is effected by virtue of City’s public transportation services Memorandum of Understanding (MOU) between TCRTA; and
- G.** City will retain legal title of vehicle(s) purchased for use by TCRTA if FTA or CALTRANS grant funds are used to procure vehicle(s); and
- H.** TCRTA will either select a third-party contractor(s), or already has an agreement with a third-party contractor(s), to operate the vehicle(s) described in Appendix E of the MOU and in accordance with this Lease; and
- I.** TCRTA and/or its third-party contractor(s) agrees to operate vehicle(s) in accordance with this Lease and accepts responsibilities associated with that operation via this Lease Agreement; and
- J.** TCRTA agrees that a default under this Lease is a default under the Agreement with CITY and vice versa.

XIV. CONDITIONS

This Agreement is one of leasing only, and TCRTA shall not acquire any right, title or interest to vehicle(s) leased other than that of TCRTA. TCRTA acknowledges that the City owns (subject to any FTA or CALTRANS liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect City’s absolute ownership of any title or interest to said vehicle(s).

TCRTA shall lease and its third-party contractor agrees to operate the vehicle(s) in accordance with the service characteristics described in the TCRTA’s operating assistance grant agreement with the FTA or CALTRANS.

FTA or CALTRANS approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the City’s continuing control over the use of the vehicle(s) or the TCRTA’s continued ability to carry out public transit services.

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

TCRTA will comply with the terms, conditions and obligations included in the grant agreement executed between the City and the FTA or CALTRANS so as not to impair the City's relationship with the FTA or CALTRANS, nor cause City to be in default of any agreement with the FTA or CALTRANS. Any breach of this Agreement shall be considered a default by TCRTA.

TCRTA and its third-party contractor agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the City's title to the vehicle(s).

TCRTA shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

TCRTA agrees to review and comply with the annual FTA Certification and Assurances signed by TCRTA, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Parties agree to abide by the relevant rules and regulations provided by the FTA or CALTRANS, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

XV. REPRESENTATION AND WARRANTIES

In consideration of the City entering into this Agreement, TCRTA represents and warrants:

- C. TCRTA is in good standing under the laws of the State of California and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- D. TCRTA and its third-party contractor has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency, which authorize or empower the services to be performed by TCRTA.

XVI. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the City, subject to the lien rights of the FTA or CALTRANS. All annual registration, license fees, and safety inspection costs shall be paid by the City.

The City will maintain ownership of the vehicle(s) obtained through the grant program. The City shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XVII. INSURANCE

The Parties agree that insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the City.

Insurance shall include such coverage as required by the grant agreement between the City and the FTA or CALTRANS, and shall meet the requirements of applicable local, state and federal laws.

TCRTA shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance.

XVIII. VEHICLE MAINTENANCE

The Parties agree that the City shall, at all times and at TCRTA's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness.

TCRTA shall take all reasonable efforts to insure against theft and vandalism. TCRTA agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The City agrees to adhere to all provisions of the TCRTA's vehicle maintenance plan on file with the FTA or CALTRANS, and to any changes or addendums made to the plan.

The City shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, TCRTA's vehicle maintenance plan, and FTA or CALTRANS guidelines. The City shall be responsible for ensuring the completion of all necessary repairs.

XIX. VEHICLE OPERATION

TCRTA and its third-party contractor shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). TCRTA shall provide the City with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. TCRTA and its third-party contractor shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

TCRTA and its third-party contractor shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XX. LEASE TERM

This lease shall continue in effect until:

- A. The City transfers the vehicles to TCRTA; and
- B. TCRTA is responsible for insuring the vehicles; or
- C. Cancelled by either party in accordance with the Agreement.

XXI. LEASE FEE

The lease fee shall be one dollar per year, payable annually in arrears.

XXII. FEDERAL REQUIREMENTS

The Parties recognize that many federal requirements apply to rolling stock procurements utilizing federal funds. Certain of those federal requirements will remain the responsibility of City throughout the term of the lease of vehicles to TCRTA. Other requirements will flow through to TCRTA and its third-party contractor. The following generally summarizes those requirements and the parties responsible for compliance with them.

D. Satisfactory Continuing Control

The City shall at all times maintain control over real property, facilities, and equipment and ensure that they are used for the purpose it was acquired as long as needed, whether or not the program project continues to be supported by federal funds (FTA Circular 5010.1E). CITY exercises continuing control demonstrated by City oversight of TCRTA and its use of the federally funded property which is described in the provisions of the Agreement and this lease.

E. Drug and Alcohol Testing

TCRTA and its third-party contractor agrees to provide drug and alcohol testing of all its employees as required under Federal law. TCRTA and its third-party contractor are subject FTA's drug and alcohol testing rules encompassed in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

F. Records

The City and TCRTA shall maintain full and accurate copies of records of costs expended with regard to all matters covered by this Lease. All such material and data shall be retained for five years from the date of the Vehicle's disposition, replacement or transfer at FTA's direction. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records must be maintained for the longer of three years after completion of the action and resolution of all issues that arise from it or the time remaining in the original retention period.

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XXIII. INDEMNIFICATION

City agrees to indemnify and hold harmless TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

TCRTA agrees to indemnify and hold harmless City, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA, its employees or agents.

It is the intent of the Parties that TCRTA's third-party contractor will indemnify and hold harmless City and TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA's third-party contractor, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of the performance of this MOU. This indemnification clause shall apply to all damages or claims for damages suffered by TCRTA's operations regardless of if any insurance is applicable or not.

XXIV. FURTHER ASSURANCES

The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be necessary required in order to carry out the provisions of this Lease and the intentions of the parties.

XXV. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

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Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XXVI. CONTERPART SIGNATURES

THE PARTIES agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all PARTIES.

CITY OF PORTERVILLE

Public Works Director

Approved as to Form:

By: _____
City Attorney

TULARE COUNTY REGIONAL TRANSIT AGENCY

Executive Director

Approved as to Form:

By: _____
County Counsel

TRANSDEV SERVICES, INC.

INSERT TITLE

Appendix D – COORDINATED RESOURCES

Vehicles listed in the shaded area are to be used for coordinated services.

VEHICLE SCHEDULE																		
JPA	Name	Vehicle #	Type	Year	Make	Model	VIN	Seating	Actual Cash Value	Replacement Cost	Valuation Type	Usage	Coverage Type	Deductible	Physical Damage Coverage	Miles	Status	Added Date
CalTIP	City of Porterville	8103	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR799374	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1453 Revenue	05/21/2020
CalTIP	City of Porterville	8104	Van	2019	BRAUN	ENTERVAN	2C7WDGBG5KR799397	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8105	Van	2019	BRAUN	ENTERVAN	2C7WDGBG7KR799398	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8106	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR801012	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8107	Van	2019	BRAUN	ENTERVAN	2C7WDGBG62KR801042	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8108	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801044	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8109	Van	2019	BRAUN	ENTERVAN	2C7WDGBG62KR801056	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8110	Van	2019	BRAUN	ENTERVAN	2C7WDGBG63KR801065	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8111	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801139	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		1500 Revenue	05/21/2020
CalTIP	City of Porterville	8112	Bus	2020	Ford	Transit	1FBVU4X84LKA46151	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8113	Bus	2020	Ford	Transit	1FBVU4X86LKA46152	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8114	Bus	2020	Ford	Transit	1FBVU4X89LKB07610	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8115	Bus	2020	Ford	Transit	1FBVU4X80LKB07611	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8116	Bus	2020	Ford	Transit	1FBVU4X82LKB07612	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8117	Bus	2020	Ford	Transit	1FBVU4X84LKB07613	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8118	Bus	2020	Ford	Transit	1FBVU4X86LKB07614	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8119	Bus	2020	Ford	Transit	1FBVU4X82LKA63949	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8120	Bus	2020	Ford	Transit	1FBVU4X88LKA85065	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8121	Bus	2020	Ford	Transit	1FBVU4X8X1KA85066	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8122	Bus	2020	Ford	Transit	1FBVU4X81LKA85067	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8123	Bus	2020	Ford	Transit	1FBVU4X87LKA97126	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes		500 Revenue	12/03/2020
CalTIP	City of Porterville	8167	Van	2006	Chevrolet	Uplander Amerivan	1GBDV13L66D200854	6	\$ 3,500	\$ 41,269	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		125918 Backup	06/08/2006
CalTIP	City of Porterville	8168	Bus	2007	El Dorado	E-Z Rider II Max	1N9MNAABG68C084001	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		437385 Backup	08/17/2007
CalTIP	City of Porterville	8169	Bus	2007	El Dorado	EZ Rider II Max	1N9MNAABGX8C084115	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		411950 Backup	01/09/2008
CalTIP	City of Porterville	8170	Bus	2007	El Dorado	EZ Rider II Max	1N9MNAABG18C084116	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		430100 Backup	01/15/2008
CalTIP	City of Porterville	8171	Bus	2007	El Dorado	EZ Rider II Max	1N9MNAABG38C084117	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		439520 Backup	01/15/2008
CalTIP	City of Porterville	8172	Van	2007	Chevrolet	Uplander Amerivan	1GBDV131X7D179989	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		131488 Backup	08/17/2007
CalTIP	City of Porterville	8173	Van	2007	Chevrolet	Uplander Amerivan	1GBDV13127D180389	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		156142 Backup	08/17/2007
CalTIP	City of Porterville	8175	Bus	2010	El Dorado	E-Z Rider II Max	1N9MNALGXAC084183	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		502077 Revenue	03/11/2010
CalTIP	City of Porterville	8176	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG3AC084302	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		516042 Revenue	09/14/2010
CalTIP	City of Porterville	8177	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG5AC084303	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		491714 Revenue	09/14/2010
CalTIP	City of Porterville	8178	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG7AC084304	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		529237 Revenue	09/14/2010
CalTIP	City of Porterville	8179	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG9AC084305	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		489346 Revenue	09/14/2010
CalTIP	City of Porterville	8183	Van	2008	Chevrolet	Amerivan	1GBDV13W38D199563	6	\$ 3,500	\$ 43,000	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		138605 Backup	04/06/2009
CalTIP	City of Porterville	8184	Bus	2009	Starcraft	Allstar Type 3	1FDFFE45P19DA29971	15	\$ 5,000	\$ 90,000	Actual Cash Value	Fixed Route	Yes	\$10,000	No		145545 Backup	12/01/2012
CalTIP	City of Porterville	8187	Bus	2013	Champion	EZ Street	1FDFFE4FS5DDA05796	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		90392 Revenue	04/01/2013
CalTIP	City of Porterville	8188	Bus	2013	Champion	EZ Street	1FDFFE4FS7DDA05797	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		93852 Revenue	04/01/2013
CalTIP	City of Porterville	8189	Bus	2013	Champion	EZ Street	1FDFFE4FS9DDA05798	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No		73105 Revenue	04/01/2013
CalTIP	City of Porterville	8190	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG0EC084084	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		405986 Revenue	12/09/2013
CalTIP	City of Porterville	8191	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG2EC084085	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		429842 Revenue	12/23/2013
CalTIP	City of Porterville	8192	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG4FC084056	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		363648 Revenue	06/01/2015
CalTIP	City of Porterville	8193	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG6FC084057	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		350997 Revenue	06/01/2015
CalTIP	City of Porterville	8200	Bus	2018	GreenPower	EV350	1G9TP1DH3JP492004	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		25850 Revenue	04/01/2018
CalTIP	City of Porterville	8201	Bus	2018	GreenPower	EV350	1G9TP1DH5JP492005	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		14209 Revenue	04/01/2018
CalTIP	City of Porterville	8202	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492007	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		15851 Revenue	09/13/2018
CalTIP	City of Porterville	8203	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492008	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		16024 Revenue	09/13/2018
CalTIP	City of Porterville	8204	Bus	2018	GreenPower	EV350	1G9TP1EH9JP492006	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		8245 Revenue	09/13/2018
CalTIP	City of Porterville	8205	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		13172 Revenue	12/10/2019
CalTIP	City of Porterville	8206	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492012	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		7198 Revenue	12/10/2019
CalTIP	City of Porterville	8207	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		3222 Revenue	12/10/2019
CalTIP	City of Porterville	8208	Bus	2018	GreenPower	EV350	1G9TP1EH8JP492014	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		7211 Revenue	12/10/2019
CalTIP	City of Porterville	8209	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492010	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes		3046 Revenue	12/10/2019

Appendix E – CITY VEHICLES TO TRANSFER TO TCRTA

VEHICLE SCHEDULE																		
JPA	Name	Vehicle #	Type	Year	Make	Model	VIN	Seating	Actual Cash Value	Replacement Cost	Valuation Type	Usage	Coverage Type	Deductible	Physical Damage Coverage	Miles	Status	Added Date
CalTIP	City of Porterville	8103	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR799374	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1453	Revenue	05/21/2020
CalTIP	City of Porterville	8104	Van	2019	BRAUN	ENTERVAN	2C7WDGBG5KR799397	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8105	Van	2019	BRAUN	ENTERVAN	2C7WDGBG7KR799398	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8106	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR801012	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8107	Van	2019	BRAUN	ENTERVAN	2C7WDGBG2KR801042	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8108	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801044	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8109	Van	2019	BRAUN	ENTERVAN	2C7WDGBG2KR801056	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8110	Van	2019	BRAUN	ENTERVAN	2C7WDGBG3KR801065	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8111	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801139	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8112	Bus	2020	Ford	Transit	1FBVU4X84LKA46151	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8113	Bus	2020	Ford	Transit	1FBVU4X86LKA46152	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8114	Bus	2020	Ford	Transit	1FBVU4X89LKB07610	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8115	Bus	2020	Ford	Transit	1FBVU4X80LKB07611	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8116	Bus	2020	Ford	Transit	1FBVU4X82LKB07612	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8117	Bus	2020	Ford	Transit	1FBVU4X84LKB07613	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8118	Bus	2020	Ford	Transit	1FBVU4X86LKB07614	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8119	Bus	2020	Ford	Transit	1FBVU4X82LKA63949	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8120	Bus	2020	Ford	Transit	1FBVU4X88LKA85065	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8121	Bus	2020	Ford	Transit	1FBVU4X8XLLKA85066	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8122	Bus	2020	Ford	Transit	1FBVU4X81LKA85067	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8123	Bus	2020	Ford	Transit	1FBVU4X87LKA97126	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8167	Van	2006	Chevrolet	Uplander Amerivan	1GBDV13L66D200854	6	\$ 3,500	\$ 41,269	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	125918	Backup	06/08/2006
CalTIP	City of Porterville	8168	Bus	2007	El Dorado	E-Z Rider II Max	1N9MNA BG68C084001	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	437385	Backup	08/17/2007
CalTIP	City of Porterville	8169	Bus	2007	El Dorado	EZ Rider II Max	1N9MNA BGX8C084115	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	411950	Backup	01/09/2008
CalTIP	City of Porterville	8170	Bus	2007	El Dorado	EZ Rider II Max	1N9MNA BG18C084116	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	430100	Backup	01/15/2008
CalTIP	City of Porterville	8171	Bus	2007	El Dorado	EZ Rider II Max	1N9MNA BG38C084117	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	439520	Backup	01/15/2008
CalTIP	City of Porterville	8172	Van	2007	Chevrolet	Uplander Amerivan	1GBDV131X7D179989	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	131488	Backup	08/17/2007
CalTIP	City of Porterville	8173	Van	2007	Chevrolet	Uplander Amerivan	1GBDV13127D180389	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	156142	Backup	08/17/2007
CalTIP	City of Porterville	8175	Bus	2010	El Dorado	E-Z Rider II Max	1N9MNALGXAC084183	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	502077	Revenue	03/11/2010
CalTIP	City of Porterville	8176	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG3AC084302	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	516042	Revenue	09/14/2010
CalTIP	City of Porterville	8177	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG5AC084303	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	491714	Revenue	09/14/2010
CalTIP	City of Porterville	8178	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG7AC084304	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	529237	Revenue	09/14/2010
CalTIP	City of Porterville	8179	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG9AC084305	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	489346	Revenue	09/14/2010
CalTIP	City of Porterville	8183	Van	2008	Chevrolet	Amerivan	1GBDV13W38D199563	6	\$ 3,500	\$ 43,000	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	138605	Backup	04/06/2009
CalTIP	City of Porterville	8184	Bus	2009	Starcraft	Allstar Type 3	1FD FE45P19DA29971	15	\$ 5,000	\$ 90,000	Actual Cash Value	Fixed Route	Yes	\$10,000	No	145545	Backup	12/01/2012
CalTIP	City of Porterville	8187	Bus	2013	Champion	EZ Street	1FD FE4F55DDA05796	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	90392	Revenue	04/01/2013
CalTIP	City of Porterville	8188	Bus	2013	Champion	EZ Street	1FD FE4F57DDA05797	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	93852	Revenue	04/01/2013
CalTIP	City of Porterville	8189	Bus	2013	Champion	EZ Street	1FD FE4F59DDA05798	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	73105	Revenue	04/01/2013
CalTIP	City of Porterville	8190	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG0FC084084	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	405986	Revenue	12/09/2013
CalTIP	City of Porterville	8191	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG2EC084085	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	429842	Revenue	12/23/2013
CalTIP	City of Porterville	8192	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG4FC084056	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	363648	Revenue	06/01/2015
CalTIP	City of Porterville	8193	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG6FC084057	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	350997	Revenue	06/01/2015
CalTIP	City of Porterville	8200	Bus	2018	GreenPower	EV350	1G9TP1DH3JP492004	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	25850	Revenue	04/01/2018
CalTIP	City of Porterville	8201	Bus	2018	GreenPower	EV350	1G9TP1DHSJP492005	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	14209	Revenue	04/01/2018
CalTIP	City of Porterville	8202	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492007	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	15851	Revenue	09/13/2018
CalTIP	City of Porterville	8203	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492008	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	16024	Revenue	09/13/2018
CalTIP	City of Porterville	8204	Bus	2018	GreenPower	EV350	1G9TP1EH9JP492006	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	8245	Revenue	09/13/2018
CalTIP	City of Porterville	8205	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	13172	Revenue	12/10/2019
CalTIP	City of Porterville	8206	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492012	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	7198	Revenue	12/10/2019
CalTIP	City of Porterville	8207	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	3222	Revenue	12/10/2019
CalTIP	City of Porterville	8208	Bus	2018	GreenPower	EV350	1G9TP1EH8JP492014	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	7211	Revenue	12/10/2019
CalTIP	City of Porterville	8209	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492010	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	3046	Revenue	12/10/2019

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P1 and P3		Putnam and 3rd	-119.014	36.069				X
P1 and P3		Plano and Murry	-119.010	36.069				X
P1 and P3		Plano and Garden	-119.009	36.067				X
P1		South County Justice Center	-119.012	36.065			X	X
P1		Olive Ave. and D Str.	-119.019	36.065				X
P1		Olive Ave. and H St.	-119.024	36.066				
P1		Olive Ave. and Jaye St.	-119.027	36.066				X
P1		Olive Ave. and Villa St.	-119.030	36.066				X
P1		Olive Ave. and Cottage	-119.033	36.066				X
P1		Olive Ave. and Wisconsin	-119.038	36.066				
P1		Olive Ave. and Dameron	-119.045	36.066			X	X
P1		Town and Country	-119.048	36.066				X
P1		Olive and Lotas	-119.052	36.066				X
P1		Olive Ave. and Salisbury	-119.058	36.066				X
P1		Olive Ave. and Mathew	-119.063	36.066				X
P1		Olive Ave. and Westwood	-119.069	36.066			X	X
P1		Westwood St. and Garden Ave.	-119.071	36.067				X
P1		Westwood St. and W. Putnam Ct.	-119.071	36.069				X
P1		Westwood St. and Morton Ave.	-119.070	36.073				X
P1		Morton Ave. and Argyle	-119.065	36.073			X	X
P1		Morton Ave. and Belmont	-119.058	36.073				
P1		Morton Ave. and Lotas	-119.052	36.073				X
P1		Mission Mobile Homes	-119.048	36.073				X
P1		Morton Ave. and Douglas	-119.042	36.073				X
P1		Morton Ave. and Porter	-119.038	36.073				
P1		N. Indiana and W. Thurman Ave.	-119.035	36.072				
P1		Putnam and Cottage	-119.033	36.070				X
P1		Sierra View Medical Center	-119.028	36.070			X	
P1		Morton Ave. and Pearson Dr.	-119.027	36.073				X
P1		Bartlett Middle School	-119.024	36.073			X	X
P1		Morton Ave. and G St.	-119.021	36.073				X
P1		Porterville Museum	-119.018	36.070				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P2		Hockett and Thurman	-119.017	36.071				
P2		Main St. and North	-119.017	36.076			X	
P2		Henderson and G St.	-119.023	36.080				X
P2		Henderson and Jaye	-119.026	36.081				X
P2		Henderson and Villa	-119.029	36.081				
P2		Henderson and Indiana	-119.036	36.081			X	X
P2		Henderson at Burger King	-119.040	36.081				X
P2		Henderson and Prospect	-119.045	36.081				
P2		Henderson at Monache High School	-119.048	36.081			X	X
P2		Henderson and Newcomb	-119.052	36.081				X
P2		Henderson and Patsy	-119.056	36.080				X
P2		Henderson and Belmont	-119.059	36.080				X
P2		Henderson and Balmayne	-119.064	36.080				X
P2		Westwood and Henderson	-119.071	36.081			X	X
P2		Westwood and Luisa	-119.071	36.085				X
P2		Westfield and Westwood	-119.070	36.088				
P2		Westfield and Lombardi	-119.066	36.088				X
P2		Westfield and Mathew	-119.062	36.088				X
P2		Westfield and Lu Ann	-119.057	36.088				X
P2		Westfield and Newcomb	-119.053	36.088				X
P2		Westfield and Atkins	-119.047	36.088				X
P2		Westfield and Cobb	-119.042	36.088				X
P2		Westfield and Milo	-119.037	36.088				X
P2		Monte Vista School	-119.032	36.087				X
P2		Main and Highland Dr.	-119.022	36.082				X
P2		Main St. and Danner	-119.019	36.079				X
P2		Main St. and Bellew	-119.016	36.075			X	X
P1 and P2		Porterville Museum	-119.018495	36.07036				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P1 and P3		Putnam and 3rd	-119.014	36.069				
P1 and P3		Plano and Murry	-119.010	36.069				
P1 and P3		Plano and Garden	-119.009	36.067				
P3		S. Plano at Vallarta	-119.008	36.064			X	X
P3		S. Plano and Andres	-119.008	36.062				X
P3		E. Date and Plano	-119.007	36.058				X
P3		E. Date and S. Park St.	-119.003	36.058				X
P3		E. Date and Leggett	-118.999	36.058				
P3		E. Date and Ruth	-118.993	36.058				X
P3		E. Springville and W St.	-118.989	36.055				
P3		E. Springville and Conner	-118.986	36.055				X
P3		E. Springville and S. Sunset St.	-118.982	36.055				
P3		E. Springville and E. Success Dr.	-118.976	36.055				X
P3		E. Springville and Page	-118.972	36.055				X
P3		E. Springville and Bennett St.	-118.967	36.055				X
P3		Doyle and E. Springville	-118.964	36.055				X
P3		Alta Vista School	-118.966	36.059				X
P3		Crabtree and Page	-118.972	36.059				X
P3		Crabtree and Tulsa	-118.978	36.059				X
P3		Holcomb and Tyler	-118.982	36.060				X
P3		Holcomb and Roby	-118.982	36.062				X
P3		Granit Hills High School	-118.982	36.066			X	X
P3		E. Olive and Conner	-118.987	36.066				X
P3		E. Olive and Hillcrest	-118.990	36.066				X
P3		Crestview and E. Putnam	-118.995	36.069				X
P3		E. Putnam and Leggett	-118.999	36.069				X
P3		E. Putnam and Esther St.	-119.007	36.069				X
P3		E. Putnam and 3rd	-119.013	36.069			X	X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P4		Orange and B St.	-119.014	36.061				X
P4		Santa Fe School	-119.010	36.060				X
P4		S. Plano and River	-119.008	36.057				X
P4		S. Plano and Chase	-119.008	36.054			X	X
P4		Vandalia School	-119.012	36.049				X
P4		Porterville College	-119.017	36.048			X	X
P4		Big Stump Trailer Park	-119.017	36.055				X
P4		S. Main St. and E. Locust Ave.	-119.016	36.060				X
P4		S. Main St. and Vine	-119.016	36.064				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P5		Burton Elementary School	-119.070	36.073			X	X
P5		D and Thurman	-119.018	36.072				X
P5		Galaxy 9 Theaters	-119.037	36.080			X	
P5		Government Plaza	-119.041	36.080			X	X
P5		Henderson and Balmoral	-119.062	36.080				X
P5		Henderson and Jaye	-119.026	36.080				X
P5		Henderson and Kinsington	-119.068	36.080				X
P5		Henderson and Newcomb	-119.052	36.080			X	
P5		Henderson and Patsy	-119.056	36.080			X	X
P5		Henderson and Villa	-119.030	36.080				X
P5		Henderson at Zalud Park	-119.022	36.080				X
P5		Morton Ave. and Carmelita	-119.029	36.073				X
P5		Morton Ave. and Cottage	-119.032	36.073				X
P5		Morton Ave. and Douglas	-119.042	36.073			X	X
P5		Morton Ave. and El Granito	-119.022	36.073				X
P5		Morton Ave. and Gary	-119.066	36.073				X
P5		Morton Ave. and Kessing	-119.025	36.073				X
P5		Morton Ave. and Mathew	-119.062	36.073				X
P5		Morton Ave. and Newcomb	-119.052	36.073			X	X
P5		Morton Ave. and Prospect	-119.045	36.073			X	X
P5		Morton Ave. and Salisbury	-119.057	36.073				X
P5		Social Security Office	-119.037	36.073			X	X
P5		Target Shopping Center	-119.046	36.080			X	X
P5		Westwood and Kanai	-119.071	36.077				X
P5		Westwood and Kings Cross Way	-119.071	36.079				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P6		Putnam and G St.	-119.023	36.070				X
P6		Sierra View Medical Center	-119.026	36.069			X	X
P6		Jaye St. and Orange	-119.026	36.061				X
P6		Jaye St. and Springville	-119.026	36.056				X
P6		W. Springville Drive	-119.028	36.055				X
P6		W. Springville Drive and Chess Terrace	-119.033	36.055				X
P6		Indiana and Springville	-119.035	36.055				X
P6		W. Vandalia Ave.	-119.034	36.052				X
P6		Lowes Shopping Center	-119.028	36.052			X	
P6		Family Health Care	-119.042	36.051				X
P6		S. Prospect and W. Brown Ave.	-119.044	36.048				X
P6		Holiday Inn Express	-119.025	36.050				X
P6		H St. and Montgomery	-119.023	36.051			X	
P6		Home Depot	-119.026	36.054				X
P6		Jaye St. and Date	-119.026	36.058			X	X
P6		Orange and G St.	-119.023	36.061				
P6		E St. and Date	-119.020	36.058				X
P6		F St. and Olive Ave.	-119.021	36.065				X

Appendix G – FURNITURE AND EQUIPMENT

- 2 Desks and 2 Chairs located at the Porterville Transit Center
- Genfare Fare Collection Equipment
- Genetec Security System
- 2-Way Radio's and Base Station



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Authorization to Execute Consultant Agreement with COAR Design Group (formerly known as Jeff Katz Architectural Corporation or JKA)

SOURCE: Engineering and Project Management

COMMENT: On February 22, 2022, staff received three Statements of Qualifications for the design and construction services of the Remodel/Additions at Existing Fire Stations Project. The proposals were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" adopted by City Council (Resolution # 16-2001). Staff reviewed, rated the firms and at its meeting on March 15, 2022, the Council authorized staff to negotiate a contract with Jeff Katz Architectural Corporation (JKA); now known as COAR Design Group.

Staff has completed negotiations for design services for this project in the amount of \$610,000; this amount does not include contingencies and only includes limited hours of construction support that may vary based on what conditions are found in the existing fire stations during the construction process. Funding for this is available through the City's Measure I Funds as detailed in the proposed Fiscal Year 2022-2023 Budget in an amount not to exceed \$800,000.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to Execute the Consultant Service Agreement for the Design work relating to the Remodel/Additions at Existing Fire Stations Project, with COAR Design Group (formerly JKA) in the amount not to exceed \$800,000 for design and construction support services;
2. Authorize progress payments for up to one hundred percent (100%) of the fee amount; and
3. Authorize an appropriation of Measure I Funds in an amount not to exceed \$800,000.

ATTACHMENTS:

1. Draft Service Agreement
2. Scope of Services
3. Locator Map FIRE STATION 71
4. Locator Map FIRE STATION 72

5. Locator Map FIRE STATION 73

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: June 20, 2022

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and COAR Design Group, hereinafter referred to as "CONSULTANT".

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

Project Name: Design and construction support services for the Remodel/Additions at Existing Fire Stations Project

Description of Project: In general, the consultant will be provide design and construction support services for the Remodel/Additions at Existing Fire Stations Project. Details are summarized in Scope of Services as Attachment "A" .

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis as defined in the amount of \$610,000 as described in Attachment "A". Additional services during construction services may be necessary and will be billed on a time and materials bases.

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

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

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By _____
Javier Sanchez Jr,
Engineering & Project Management Dir.

By _____

Date _____

Date _____



June 13, 2022

Sarah Weaver
Project Manager, Engineering Division
City of Porterville
291 N. Main Street
Porterville, CA 93257

RE: Request for Proposals Professional Architectural and Engineering Design
Services for Fire Station 71-73

Dear Ms Weaver:

We are pleased to provide this proposal for the design and construction of the Fire Station 71-73 Projects. This proposal is in response to the RFP as well as our follow up discussions and site visit. Please note that this proposal is based on the Scope of Services included in the RFP as well as what we believe is necessary to successfully complete this project. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Topographic Survey, Cost Estimating services. Landscape Architecture, Geotechnical Engineering and Hazardous Materials survey are not included at this time. The following sections include a more detailed explanation of the scope being provided (see also Exhibit C attached). If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

This proposal is based on your requirements for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services. The proposal assumes we are treating this as one set of plans to include all three stations, with Phasing to have the construction done for Station 72 first, followed by concurrent construction at 71 and 73.

The general scope for each station is as follows:

Station 71

- Raising some if not all of the app bay door heads.
- Extend one or two app bays with interior demo to achieve appropriate length for the truck. Could happen at the 2 side bays or two front bays. Front bays have cross beams which will pose some additional challenges so side bays are probably preferred

- Interior renovation of the balance of the ground floor space to create Captains offices and a large conference/training room
- Reconfigure upstairs space to incorporate open barracks for dorms, modify bathrooms and remaining kitchen area to support additional personnel (8). Barrack would need to be designed to still allow some gender separation
- Upgrade as needed to current structural requirements but not essential service
- Upgrade MEP systems as required
- Replace front driveway apron. No oil water separator currently and no drains in app bay so currently truck washing occurs with no capture. Not sure we can improve that as part of this project

Station 72

- Extend App Bay roughly 25' to allow double deep apparatus
- Add 2 additional dorm rooms
- Remodel kitchen, restrooms and office areas
- Upgrade as needed to current structural requirements but not essential service
- Upgrade MEP systems as required

Station 73

- Extend App bay 25' to create double deep app bay
- Add doors and additional ventilation to Turnout Room
- Add plymovent system to replace existing App Bay ventilation system
- Upgrade Mech system as appropriate
- Rework PD space to create additional Captain's offices and Conference/Training Room space
- Existing station reportedly designed to meet essential service so the addition will be as well

I have based this proposal on the preliminary requirement provided for the 3 stations The project is noted to have an assumed project budget of roughly \$2,500,000 but in our opinion will likely require more than that to accomplish the items requested and required. We will work with the City during the early design stages to properly identify the scope that fits the available budget.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with Fire Station Design Committee to discuss examples which the committee has seen on their tour of existing stations, to review areas which the Fire Department feels are examples of both good and poor

design elements. Hold a "Brainstorming" sessions with Fire Department personnel to discuss features of the new station designs in order to understand and develop a detailed program for the project.

2. Meet with City Building and Planning Department to review all requirements including design review, access compliance and approval process.
3. Review available as-built documents, preliminary design or programming documents, and any previous studies or reports for the facility.
4. Provide a detailed design schedule indicating required milestone dates.
5. Establish communication channels with all parties involved.

TASK 2: SCHEMATIC DESIGN PHASE

1. Develop at schematic design concept for each station to include building modifications, site adjustments and related impacts.
2. Develop building structural, mechanical, plumbing and electrical system Basis of Design documentation for each station.
3. Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
4. Present schematic designs to City for review and comment.
5. Provide a written preliminary evaluation of the project, schedule and construction budget based on selected design option.
6. Make required submissions to City for Final Schematic Design review and approval. Drawings required for this submittal would include:
 - o Site Plan
 - o Schematic Floor Plan
 - o Preliminary Grading Plan
 - o Schematic Building Elevations
7. Make required presentations to various agency review organizations to review proposed design. Proposal assumes 1 community presentations (City Council).
8. Make required modifications to Schematic Design to obtain Schematic Design approval.

9. After obtaining approval of Schematic Design we will proceed into Task 3, Design Development.
10. For the Schematic Design Phase, we have included one in person and two virtual coordination meetings with selected staff and stakeholders.

TASK 3: DESIGN DEVELOPMENT PHASE

1. Refine design of Site Plan, Architectural Plans, and Engineering Plans.
2. Prepare preliminary material and equipment selections for review.
3. Prepare updated design renderings and conduct Virtual Reality walk thru.
4. Develop structural system consistent with design concept.
5. Develop building mechanical, plumbing and electrical systems consistent with design concept.
6. Coordinate with Owner systems for phone/data/cable and station alerting requirements/improvements or infrastructure for future.
7. Prepare preliminary Interior Elevations, Building Sections, Reflected Ceiling Plan and Roof Plan.
8. Prepare preliminary interior material and color boards for review and selection.
9. Develop performance plans and specifications for Fire Sprinkler and Fire Alarm system modifications to be incorporated into Construction Documents. Final design of sprinkler and alarm systems shall be a deferred approval item provided by the contractor.
10. Prepare preliminary line item Construction Cost Estimate based on actual building components. This estimate will be more detailed than the systems estimate prepared during schematic design but will include design and construction contingencies.
11. Make required submittal to the City for Design Development Review.
12. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Task 5, Construction Documents.
13. For the Design Development Phase, we have included two virtual coordination meetings with selected staff and stakeholders.

TASK 4: CONSTRUCTION DOCUMENTS (CD) PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing and electrical,. Required demolition plans will be included. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 90% and 100% and will include plans and specifications. For this proposal it is assumed that a single set of construction documents will be provided inclusive of all 3 stations, but phasing of the construction work will be reflected on the documents.
2. Construction Documents will incorporate Owner provided Geotechnical requirements and recommendations for soils preparation, foundation and paving design.
3. Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
4. Update Construction Cost Estimate.

TASK 5: BID SUPPORT AND CONSTRUCTION PHASE SERVICES

1. Bidding and Construction Administration services will be provided on an Hourly, Not To Exceed basis, based on the scope identified in Exhibit A. Services requested in excess of the not to exceed amount will be performed only after approval by the City of additional funding.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. Landscape Architectural design services.
2. Design or drawings for tree relocation, temporary irrigation, drainage or Storm Water detention systems.
3. Design or drawings for water, sewer or storm drain systems or for any electrical service upgrades.

4. Revisions to Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval.
5. Preparing separate construction document packages for discretionary permits, alternate bid items or project phasing beyond that required by the RFP.
6. Attendance of any public hearings and/or additional meetings other than noted.
7. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
8. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
9. Providing services in conjunction with implementing substitutions proposed by the Contractor and making subsequent revisions to Contract Documents resulting from such.
10. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
11. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
12. Providing "Special Inspection" services required by law or the Contract Documents.
13. Structural engineering upgrades beyond the area or work or to meet Essential Service Requirements.
14. Hydraulic Pump Design for fire protection systems.
15. Transportation/Traffic Engineering.
16. Commissioning or Enhanced Commissioning services.
17. FF&E coordination, selection, or procurement.
18. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Deeds, Plats or Easement documents, construction staking or other documents in conjunction with the project site or Right-Of-Way.
19. Preparation of documentation to process the project through the US Green Building Council as a LEED project.

20. Design for undergrounding of existing overhead utilities.
21. Plan check and permit fees (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
22. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost

We propose to provide the stated basic services for a fixed fee as noted below. Invoices will be submitted monthly for the work completed during the month, on any particular phase in accordance with City Guidelines.

The proposed breakdown by Station will be as follows.

Fire Station 71	\$ 283,000.00
Fire Station 72	\$ 188,000.00
Fire Station 73	\$ 139,000.00
TOTAL	\$ 610,000.00

The proposed breakdown for the Basic Services charges will be as follows.

Task 1: Project Initiation	\$ 25,000.00
Task 2: Schematic Design Phase	\$ 110,000.00
Task 3: Design Development	\$ 155,000.00
Task 4: Construction Documents	\$ 275,000.00
Task 5: Bid Support and Construction	
Administration Services (Hourly NTE)	\$ 40,000.00
Reimbursable Expenses	\$ 5,000.00
TOTAL BASE SCOPE	\$ 610,000.00

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'B' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. Prior to our starting work on this project I will need from you a clearer definition of what the actual "hard dollar" construction budget is expected to be. As part of our Schematic Design services, we will then prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

Fire Station 71-73 Renovation Proposal
June 13, 2022
Page 8

We appreciate the opportunity to present this proposal. We are available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,

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Jeff Katz, AIA
Principal

EXHIBIT A HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

JEFF KATZ ARCHITECTURE - Prime Architect

Principal Architect	\$260.00/hr.
Senior Project Manager	\$225.00/hr.
Project Architect/Manager	\$195.00/hr.
Design Manager	\$195.00/hr.
Job Captain.....	\$155.00/hr.
Specification Writer.....	\$195.00/hr.
Construction Administrator	\$190.00/hr.
Drafter.....	\$130.00/hr.
Administrative	\$ 95.00/hr.

CAPITAL ENGINEERING – Mechanical/Plumbing Engineer

Principal.....	\$225.00/hr.
Project Manager/Engineer	\$150.00/hr.
Drafter.....	\$90.00/hr.
Administrative	\$75.00/hr.

O'MAHONY & MYER - Electrical Engineer (Hourly Multiplier 2.8)

Principal.....	\$205.00/hr.
Project Engineer	\$150.00/hr.
Drafter.....	\$85.00/hr.
Administrative	\$60.00/hr.

ZFA Structural Engineer

Principal.....	\$210.00/hr.
Project Manager	\$165.00/hr.
Senior Drafter	\$115.00/hr.
Administration.....	\$95.00/hr.

BKF Civil Engineer

Principal.....	\$225.00/hr.
Project Manager	\$215.00/hr.
Project Engineer	\$185.00/hr.
Drafter.....	\$115.00/hr.
Administration.....	\$95.00/hr.

GRIFFIN STRUCTURES - Cost Estimator

Principal.....	\$175.00/hr.
Senior Cost Estimator	\$150.00/hr.
Junior Cost Estimator.....	\$120.00/hr.
Administration.....	\$90.00/hr.

JKA assumes responsibility for all work performed by sub-consultants on the project and factors in required time to coordinate the sub-consultants work. However, JKA does not markup sub-consultant work, which will be billed at the direct rate provided by the consultant.

Rates noted will remain in effect for the duration of the noted project schedule, but will increase 3% per year after 2024 (assumed project completion October 2024).

Exhibit "B"

CONSTRUCTION ADMINISTRATION SERVICES

Scope Description:

A. Consultant shall:

1. Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit.
2. Assist in responding to questions raised during the bidding process. Prepare Addenda if required to address bidding questions.
3. Submit all Addenda and assist in obtaining approval from City to incorporate into the Permit Set.
4. Attend the project pre-construction meeting
5. Develop ASI and RFI responses as required to support Project Manager requests and to coordinate Contractor questions in the field
 - a. Coordinate all ASI/RFI review by provided consultants
 - b. Set Up and Manage an ASI/RFI/Submittal document to enable all stakeholders to verify status of submittals
6. Review Submittals as required by Contract Documents
 - a. Coordinate all submittal review by provided consultants
 - b. Set Up and Manage a submittal review document to enable all stakeholders to verify status of submittals
7. Coordinate Work of provided Consultants
8. Provide site visits by Architect and Engineering subconsultants as requested to perform Inspection of the project.
9. Develop As-Built drawings to reflect final field conditions as constructed and turn over all electronic files to the City at the conclusion of construction.

B. Preparation of Documents

1. Consultant shall provide ASI's as required to reflect changes in scope or modifications made necessary due to changed field conditions based on the direction of the Project Manager
2. Where required, the ASI's shall include all drawings and specifications required to obtain the construction permits and approvals of the governmental authorities having jurisdiction over the Project.

C. Subconsultants

Consultant shall contract with the following consultants for Construction Administration services for the Project:

1. Electrical Engineer
2. Mechanical Engineer
3. Civil Engineer
4. Structural Engineer

Exhibit "C"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in

the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

Exhibit "D"

SCOPE DOCUMENTS PROVIDED BY CITY



June 13, 2022

Sarah Weaver
Project Manager, Engineering Division
City of Porterville
291 N. Main Street
Porterville, CA 93257

RE: Request for Proposals Professional Architectural and Engineering Design
Services for Fire Station 71-73

Dear Ms Weaver:

We are pleased to provide this proposal for the design and construction of the Fire Station 71-73 Projects. This proposal is in response to the RFP as well as our follow up discussions and site visit. Please note that this proposal is based on the Scope of Services included in the RFP as well as what we believe is necessary to successfully complete this project. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Topographic Survey, Cost Estimating services. Landscape Architecture, Geotechnical Engineering and Hazardous Materials survey are not included at this time. The following sections include a more detailed explanation of the scope being provided (see also Exhibit C attached). If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

This proposal is based on your requirements for Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration services. The proposal assumes we are treating this as one set of plans to include all three stations, with Phasing to have the construction done for Station 72 first, followed by concurrent construction at 71 and 73.

The general scope for each station is as follows:

Station 71

- Raising some if not all of the app bay door heads.
- Extend one or two app bays with interior demo to achieve appropriate length for the truck. Could happen at the 2 side bays or two front bays. Front bays have cross beams which will pose some additional challenges so side bays are probably preferred

- Interior renovation of the balance of the ground floor space to create Captains offices and a large conference/training room
- Reconfigure upstairs space to incorporate open barracks for dorms, modify bathrooms and remaining kitchen area to support additional personnel (8). Barrack would need to be designed to still allow some gender separation
- Upgrade as needed to current structural requirements but not essential service
- Upgrade MEP systems as required
- Replace front driveway apron. No oil water separator currently and no drains in app bay so currently truck washing occurs with no capture. Not sure we can improve that as part of this project

Station 72

- Extend App Bay roughly 25' to allow double deep apparatus
- Add 2 additional dorm rooms
- Remodel kitchen, restrooms and office areas
- Upgrade as needed to current structural requirements but not essential service
- Upgrade MEP systems as required

Station 73

- Extend App bay 25' to create double deep app bay
- Add doors and additional ventilation to Turnout Room
- Add plymovent system to replace existing App Bay ventilation system
- Upgrade Mech system as appropriate
- Rework PD space to create additional Captain's offices and Conference/Training Room space
- Existing station reportedly designed to meet essential service so the addition will be as well

I have based this proposal on the preliminary requirement provided for the 3 stations The project is noted to have an assumed project budget of roughly \$2,500,000 but in our opinion will likely require more than that to accomplish the items requested and required. We will work with the City during the early design stages to properly identify the scope that fits the available budget.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with Fire Station Design Committee to discuss examples which the committee has seen on their tour of existing stations, to review areas which the Fire Department feels are examples of both good and poor

design elements. Hold a "Brainstorming" sessions with Fire Department personnel to discuss features of the new station designs in order to understand and develop a detailed program for the project.

2. Meet with City Building and Planning Department to review all requirements including design review, access compliance and approval process.
3. Review available as-built documents, preliminary design or programming documents, and any previous studies or reports for the facility.
4. Provide a detailed design schedule indicating required milestone dates.
5. Establish communication channels with all parties involved.

TASK 2: SCHEMATIC DESIGN PHASE

1. Develop at schematic design concept for each station to include building modifications, site adjustments and related impacts.
2. Develop building structural, mechanical, plumbing and electrical system Basis of Design documentation for each station.
3. Develop preliminary Cost Estimates based upon building systems. The estimates prepared at this phase will be generally square foot cost estimates for the various building components, and will include a design development contingency (to allow for potential increases as the design is refined further in the later stages of the project).
4. Present schematic designs to City for review and comment.
5. Provide a written preliminary evaluation of the project, schedule and construction budget based on selected design option.
6. Make required submissions to City for Final Schematic Design review and approval. Drawings required for this submittal would include:
 - Site Plan
 - Schematic Floor Plan
 - Preliminary Grading Plan
 - Schematic Building Elevations
7. Make required presentations to various agency review organizations to review proposed design. Proposal assumes 1 community presentations (City Council).
8. Make required modifications to Schematic Design to obtain Schematic Design approval.

9. After obtaining approval of Schematic Design we will proceed into Task 3, Design Development.
10. For the Schematic Design Phase, we have included one in person and two virtual coordination meetings with selected staff and stakeholders.

TASK 3: DESIGN DEVELOPMENT PHASE

1. Refine design of Site Plan, Architectural Plans, and Engineering Plans.
2. Prepare preliminary material and equipment selections for review.
3. Prepare updated design renderings and conduct Virtual Reality walk thru.
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11. Make required submittal to the City for Design Development Review.
12. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Task 5, Construction Documents.
13. For the Design Development Phase, we have included two virtual coordination meetings with selected staff and stakeholders.

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1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical, plumbing and electrical,. Required demolition plans will be included. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 90% and 100% and will include plans and specifications. For this proposal it is assumed that a single set of construction documents will be provided inclusive of all 3 stations, but phasing of the construction work will be reflected on the documents.
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4. Update Construction Cost Estimate.

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Fire Station 71-73 Renovation Proposal
June 13, 2022
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Respectfully,

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Jeff Katz, AIA
Principal

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Rates noted will remain in effect for the duration of the noted project schedule, but will increase 3% per year after 2024 (assumed project completion October 2024).

Exhibit "B"

CONSTRUCTION ADMINISTRATION SERVICES

Scope Description:

A. Consultant shall:

1. Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit.
2. Assist in responding to questions raised during the bidding process. Prepare Addenda if required to address bidding questions.
3. Submit all Addenda and assist in obtaining approval from City to incorporate into the Permit Set.
4. Attend the project pre-construction meeting
5. Develop ASI and RFI responses as required to support Project Manager requests and to coordinate Contractor questions in the field
 - a. Coordinate all ASI/RFI review by provided consultants
 - b. Set Up and Manage an ASI/RFI/Submittal document to enable all stakeholders to verify status of submittals
6. Review Submittals as required by Contract Documents
 - a. Coordinate all submittal review by provided consultants
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7. Coordinate Work of provided Consultants
8. Provide site visits by Architect and Engineering subconsultants as requested to perform Inspection of the project.
9. Develop As-Built drawings to reflect final field conditions as constructed and turn over all electronic files to the City at the conclusion of construction.

B. Preparation of Documents

1. Consultant shall provide ASI's as required to reflect changes in scope or modifications made necessary due to changed field conditions based on the direction of the Project Manager
2. Where required, the ASI's shall include all drawings and specifications required to obtain the construction permits and approvals of the governmental authorities having jurisdiction over the Project.

C. Subconsultants

Consultant shall contract with the following consultants for Construction Administration services for the Project:

1. Electrical Engineer
2. Mechanical Engineer
3. Civil Engineer
4. Structural Engineer

Exhibit "C"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in

the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

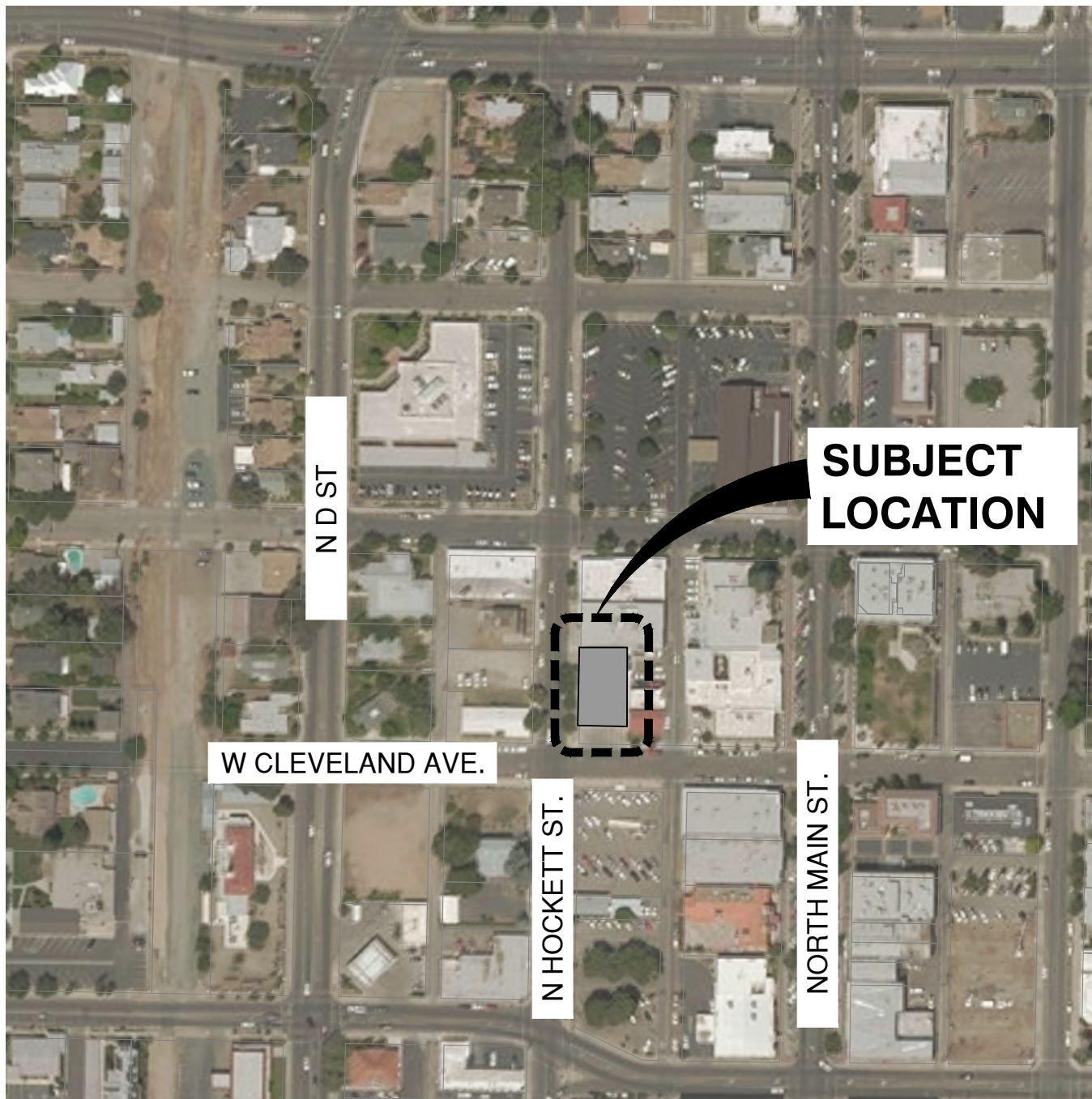
6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

Exhibit "D"

SCOPE DOCUMENTS PROVIDED BY CITY



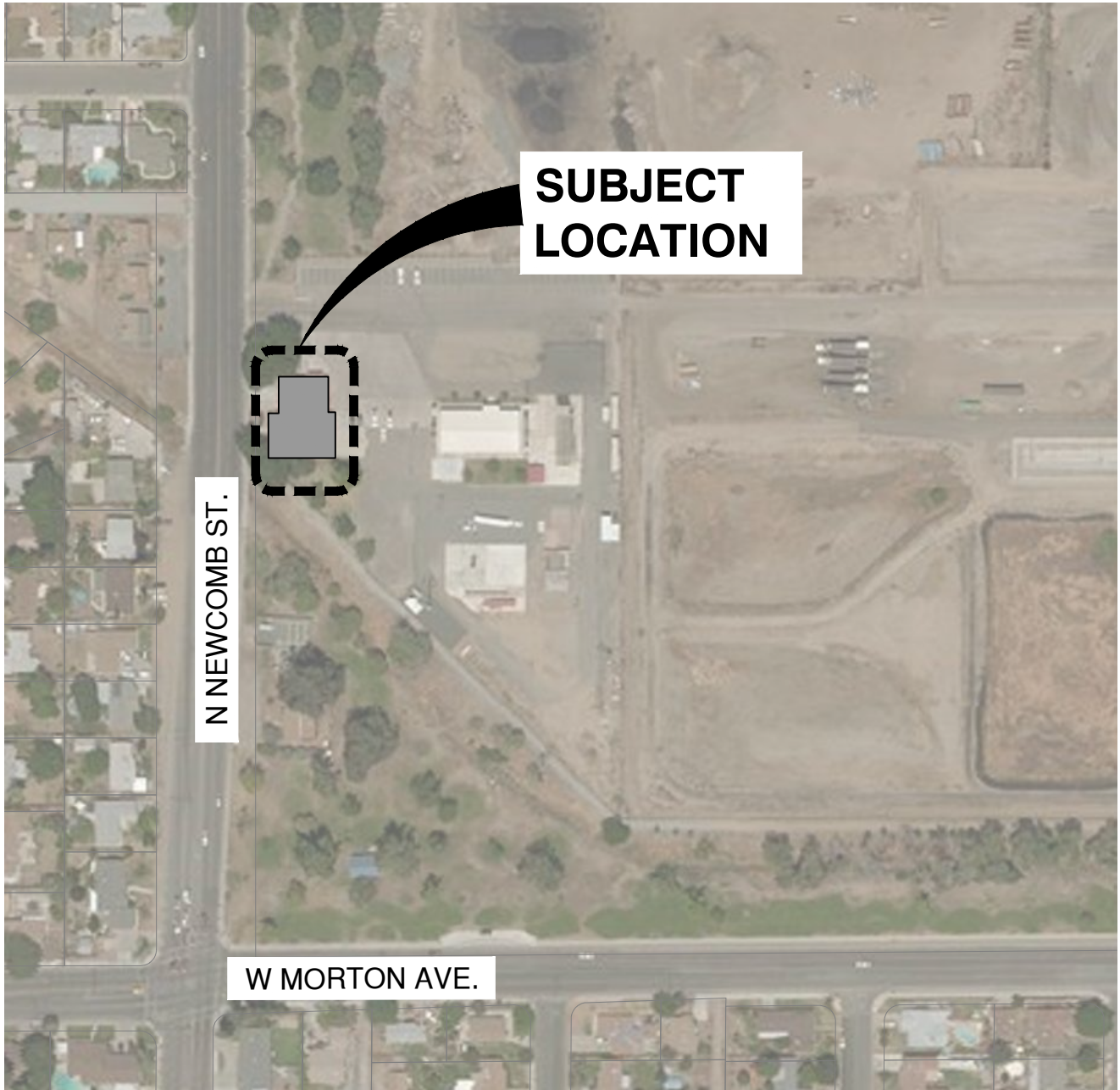
CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
FIRE STATION 71

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	1/13/2022

SHEET
1
OF
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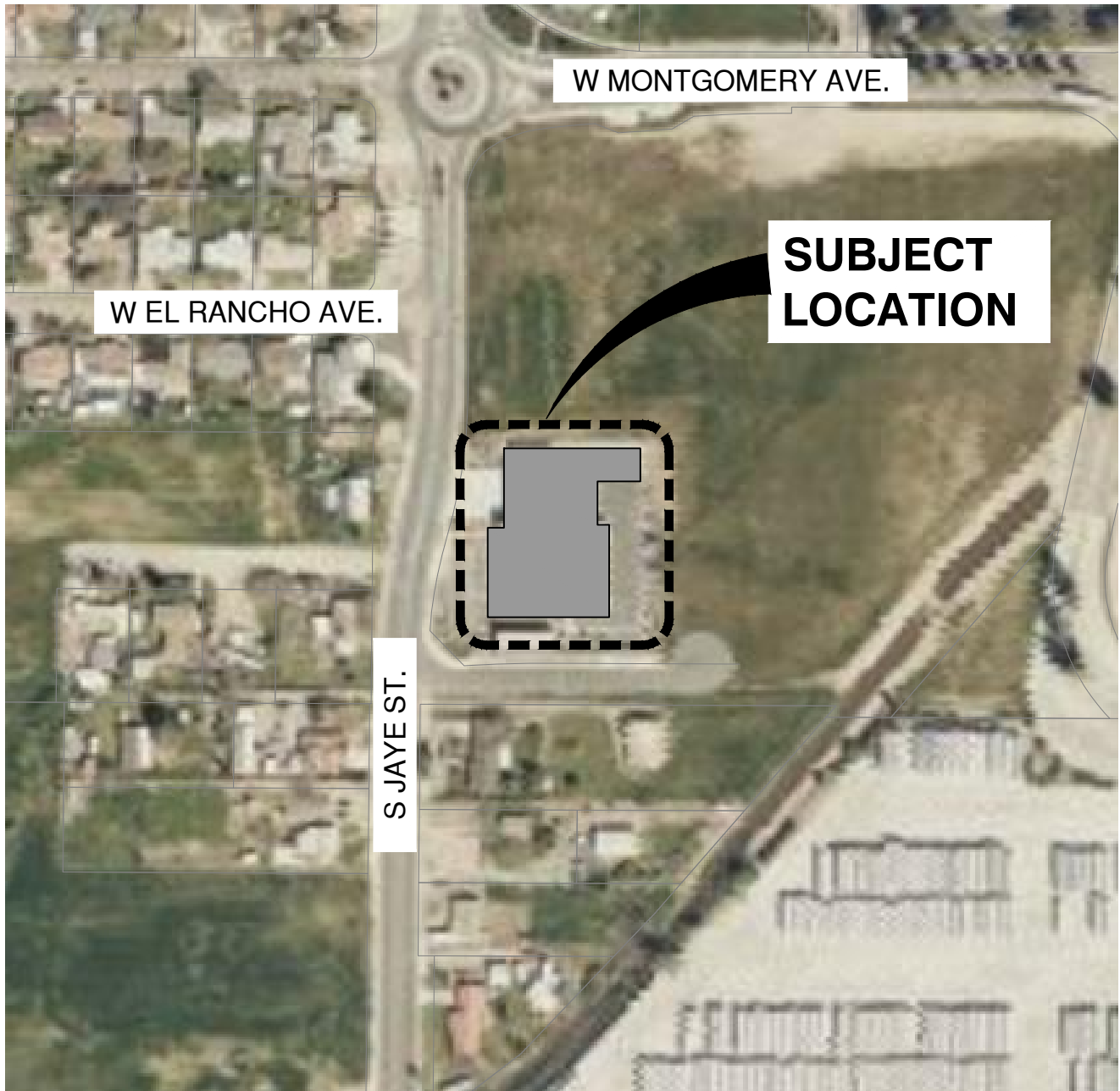
CITY OF PORTERVILLE
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291 NORTH MAIN STREET
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PROJECT LOCATION MAP
FIRE STATION 72

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	1/13/2022

SHEET
1
OF
1



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
FIRE STATION 73

DRAWN BY	AC
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SCALE	N.T.S.
DATE	1/13/2022

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CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-four (74) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. A separate LLMD has been established for each new land development. Many of the LLMD's only contain street lighting, for which the assessment is to collect only a portion of the street lighting cost. Other LLMD's have landscape improvements installed within public right-of-way or public properties, in addition to the street lighting. In these instances, landscaping has been established to provide a more aesthetic appearance and a healthier environment. Only the property owners who directly benefit from improvements are assessed for the maintenance.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. In an effort to facilitate the needs of each LLMD, staff analyzes fund balances and deficits for each LLMD, as well as projected expenditures and reserves. Based on the analysis, staff determined that not all LLMD's will be assessed this fiscal year.

The first attached Resolution is necessary to initiate the annual Engineer's Report, which will show the proposed assessments for the 2022-2023 Fiscal year. The second Resolution provides preliminary approval to the Engineer's Report for 2022-2023 Fiscal Year. The comprehensive annual Engineer's Report is provided as an attachment. Once the assessments are approved by the City Council, they are transmitted to the County of Tulare for placement upon the tax bill of the property owners and indicated as a special assessment. The third Resolution declares the intent of the Council to levy and collect the assessments for the 2022-2023 Fiscal Year, and sets a Public Hearing on the assessments for July 19, 2022.

RECOMMENDATION: That the City Council:

1. Adopt Resolutions;
 - a. Ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2022-2023 Fiscal Year;
 - b. Giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2022-2023 Fiscal Year,
 - c. Declaring the intent to levy and collect assessments for the

2022-2023 Fiscal Year, and offering a time and place for hearing objections thereto.

2. Schedule a Public Hearing for July 19, 2022 at 6:30 P.M., regarding the Engineer's Report and proposed assessments for the Landscape and Lighting Maintenance Districts for the 2022-2023 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution - Ordering the Preparation of the Engineer's Report
2. Engineer's Report
3. Draft Resolution - Preliminary Approval to Engineer's Report
4. Draft Resolution - Intent to Levy Taxes and Conduct Public Hearing

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.: -2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE PREPARATION OF AN ENGINEER’S REPORT FOR LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2022-2023**

WHEREAS, the City Council of the City of Porterville has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer’s Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Javier Sanchez, Jr. is appointed “Engineer of Work” for preparation of the Engineer’s Report.
2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2022-2023 in accordance with Article 4, Division 15, of the Streets and Highways Code, “Landscaping and Lighting Act of 1972” of the State of California.

PASSED, APPROVED AND ADOPTED this 20th day of June 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2022-2023 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
3. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
4. Annexation No. 6 = Northpointe Subdivision includes lighting located south of Westfield Avenue and east of Mathew Street.
5. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
6. Annexation No. 11 = New Horizons Phase One Subdivision and the remainder parcel located along Springville Ave, and Indiana Street.
7. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way.
8. Annexation No. 19 = Castle Woods Phase I Subdivision location along Castle Avenue and Newcomb Street.
9. District No. 4 = River Springs Phase 1 Subdivision located along Newcomb Street.
10. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.
11. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.

12. District No. 8 = River Breese located on Newcomb Street Between Pasty and Spring Streets.
13. District No. 12 = Westwood Estates, Unit5, Phase 2, located on Henderson Avenue and Brandy Way.
14. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.
15. District No. 19 = Williams Ranch, Phase One Located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.
16. District No. 20 = West View Place Subdivision located on Median Avenue.
17. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.
18. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
19. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camallia Street, Tule Court and Rio Vista Avenue.
20. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryl Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue.
21. District No. 29 = River Springs Phase 3 Subdivision located on Date Avenue, River Springs Drive and Atkins Court.
22. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue.
23. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.
24. District No. 33 = New Expressions, Phase 4 Subdivision located on Indiana Street, between Springville Avenue and the Tule River.
25. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.
26. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.
27. District No. 37 = River View Estates Phase 4 Subdivision located south of Olive Avenue, and east of Mathew Street, including Union Lane and Parkwest Street.
28. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street
29. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street.

30. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.
31. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.
32. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
33. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.
34. District No. 47 = Chelsea Glen Subdivision located east of Newcomb Avenue and south of Linda Vista Avenue including Chelsea Way, Shelly Lane, Becky Way, Kimberly Place and Ben Circle.
35. District No. 53 = Trooper Terrace Subdivision located on the west side of Westwood Street between Henderson Avenue and Luisa Avenue.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it

is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2022-2023 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 4, 5, 6, 10, 11, 14 and 19; Districts 1, 4, 5, 7, 8, 12, 15, 19, 20, 23, 24, 25, 28, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40, 43, 44, 46, 47, and 53.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2022/2023
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2021/2022 \$ 7,303.81

Maintenance:	22,100	sq.ft. of landscaping area
Project Management:	22	lots
Fund Balance:	\$ 2,344.54	

1. Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00
2. Utilities	22,100	sq.ft.	@	\$ 0.150	=	\$ 3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	\$ 0.100	=	\$ 2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50
5. Printing/Postage	22,100	sq.ft.	@	\$ 0.004	=	\$ 77.35
				\$ 0.449	=	\$ 9,911.85

Maintenance	22,100	sq.ft.	x	\$ 0.449	=	\$ 9,911.85
Administrative Fee	\$ 9,911.85		x	\$0.10		\$ 991.19
County Fee	22		x	\$1.00/per lot		\$ 22.00
Reserves 15% of total cost of maintenance						\$ 1,486.78
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$ 8.46
						\$ 12,420.27

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$$

$$L = \text{Number of lots}$$

$$F = \text{Assessment for remainder parcel}$$

The 2022/2023 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,453.25 \times .20 = \$2,490.85$ for remainder
 $A = \$12,453.25 - \$2,490.85 = \$452.84$ per lot in Unit One

2021/2022 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
 22

2022/2023 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
 22

Annexation No. 4 - La Vida Park
Fiscal Year 2022/2023
Maximum Assessment \$2,469.42

Estimated Accumulated Costs 2021/2022 \$ 3,199.84

Maintenance: 3,790 sq. ft. of landscaping area, 437 feet of wall
Project Management: 17 lots
Fund Balance: \$ (1,616.23)

1. Landscape	3,790	sq.ft.	@ \$	0.450	=	\$ 1,705.50
2. Utilities	3,790	sq.ft.	@ \$	0.400	=	\$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@ \$	0.150	=	\$ 568.50
4. Tree Maintenance	3790	sq.ft.	@ \$	0.100	=	\$ 379.000
5. Printing/Postage	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
			\$	1.120	=	\$ 4,244.80

Maintenance	3,790	sq.ft.	x \$	1.120	=	\$ 4,244.80
Administrative Fee	\$ 2,842.50		x \$	0.10	=	\$ 284.25
County Fee	17 lots		x \$1.00/per lot		=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 161.62
					=	\$ 5,344.39

Estimated Cost Per Year **\$ 5,344.39 = \$ 197.18**
17

2021/2022 Assessment **\$ 2,469.42 = \$ 145.26**
17

2022/2023 Assessment **\$ 2,469.42 = \$ 145.26**
17

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$ 1,722.52

Estimated Accumulated Costs 2021/2022 \$ 526.30

Maintenance:	lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	\$	634.34

1. Utilities	11 @ 5,800 lumens	x	\$ 104.16	=	\$ 624.96
	8 @ 9,500 lumens	x	\$ 125.16	=	\$ 1,376.76
2. Printing/Postage	1	@	\$ 75.000	=	\$ 75.00
					\$ 2,076.72

e

Maintenance	\$	2,076.72	x	1	=	\$ 2,076.72
Administrative Fee	\$	2,076.72	x	\$ 0.10	=	\$ 207.67
County Fee		81	x	\$1.00/per lot	=	\$ 81.00
Reserves 15% of total cost of maintenance						\$ 311.51
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 2,676.90

Estimated Cost Per Year		\$ 2,676.90		=		\$ 33.05
		81				

2022/2023 Assessment		\$ 1,045.80		=		\$ 12.90
		81				

Annexation No. 10 - Westview Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$1,824.30

Estimated Accumulated Costs 2021/2022 \$ 2,266.24

Maintenance:	1,307	sq.ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (226.40)	

1. Landscape	1,307	sq.ft. @ \$	0.600	=	\$ 784.20
2. Utilities	1,307	sq.ft. @ \$	0.400	=	\$ 522.80
3. Repair/Maintenance	1,307	sq.ft. @ \$	0.300	=	\$ 392.10
4. Printing/Postage	1,307	sq.ft. @ \$	0.058	=	\$ 75.81
			<u>\$ 1.358</u>	=	<u>\$ 1,774.91</u>

Maintenance	1,307	sq.ft. x \$	1.358	=	\$ 1,774.91
Administrative Fee	\$ 1,774.91	x \$0.10		=	\$ 177.49
County Fee	16	x \$1.00/per lot		=	\$ 16.00
Reserves 15% of total cost of maintenance				=	\$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 22.64
					<u>\$ 2,257.27</u>

Estimated Cost Per Year	\$ <u>2,257.27</u>	=	\$ 141.08
	16		

2021/2022 Assessment	\$ <u>1,824.30</u>	=	\$ 114.02
	16		

2022/2023 Assessment	\$ <u>1,824.30</u>	=	\$ 114.02
	16		

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$1,045.80

Estimated Accumulated Costs 2021/2022 \$ 539.95

Maintenance:	lighting:	6 ea. @ 5,800 lumens 11 ea. @ 9,500 lumens 2 ea. @ 16,000 lumens
Project Management:	63	lots
Fund Balance:	\$	(1,211.30)

1. Utilities	6 @ 5,800 lumens	x	\$ 104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$ 125.16	=	\$ 1,376.76
	2 @ 16,000 lumens	x	\$ 327.36	=	\$ 327.36
2. Printing/Postage	1	@	\$ 75.000	=	\$ 75.00
					\$ 2,404.08
				=	

Maintenance	\$	2,404.08	x	1	=	\$ 2,404.08
Administrative Fee	\$	2,404.08	x	\$ 0.10	=	\$ 240.41
County Fee		63	x	\$1.00/per lot	=	\$ 63.00
Reserves 15% of total cost of maintenance					=	\$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund del					=	\$ 121.13
						\$ 3,189.23

Estimated Cost Per Year		\$ 3,189.23		=		\$ 50.62
		63				

2022/2023 Assessment		\$ 1,045.80		=		\$ 16.60
		63				

Annexation No. 14 - Wisconsin Manor 1 Subdivision Fiscal Year 2022/2023 Maximum Assessment \$1,824.69

Estimated Accumulated Costs 2021/2022 \$ 562.41

Maintenance: 3,030 sq.ft. of landscaping area
 Lighting: 3 ea. @ 5,800 lumens
 Project Management: 8 lots
 Fund Balance: \$ (1,129.15)

1. Landscape	3,030	sq.ft.	@	\$ 0.050	=	\$ 151.50
2. Utilities	3,030	sq.ft.	@	\$ 0.130	=	\$ 393.90
3. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
4. Printing/Postage	3,030	sq.ft.	@	\$ 0.025	=	\$ 75.75
				<u>\$ 0.235</u>	=	<u>\$ 712.05</u>

Maintenance	3,030	sq.ft.	x	\$ 0.235	=	\$ 712.05
Administrative Fee	\$ 712.05		x	\$0.10	=	\$ 71.21
County Fee	8 lots		x	\$1.00/per lot	=	\$ 8.00
Reserves	15% of total cost of maintenance					\$ 106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ 112.92
						<u>\$ 1,010.98</u>

Estimated Cost Per Year	<u>\$ 1,010.98</u>	=	\$ 126.37
	8		
2021/2022 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		
2022/2023 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		

Annexation No. 19 - Castle Woods Phase 1 Subdivision
Fiscal Year 2022/2023
Maximum Assessment \$919.20

Estimated Accumulated Costs 2021/2022

276.88

Maintenance:	lighting:	9 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	30	lots
Fund Balance:	\$	(269.30)

1. Utilities	9 @ 5,800 lumens	x \$	104.160	=	\$	937.44
	1 @ 16,000 lumens	x \$	327.36	=	\$	327.36
2. Printing/Postage	1	@ \$	75.00	=	\$	75.00
					<u>\$</u>	<u>1,339.80</u>

Maintenance	\$	1,339.80	x	1	=	\$	1,339.80
Administrative Fee	\$	1,339.80	x \$	0.10	=	\$	133.98
County Fee		30	x \$1.00/per lot	=	\$	30.00	
Reserves 15% of total cost of maintenance					\$	200.97	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					<u>\$</u>	<u>26.93</u>	
					<u>\$</u>	<u>1,731.68</u>	

Estimated Cost Per Year	<u>\$</u>	<u>1,731.68</u>	=	\$	57.72
		30			

2022/2023 Assessment	<u>\$</u>	<u>919.20</u>	=	\$	30.64
		30			

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2022/2023
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment \$3,134.58

Estimated Accumulated Costs 2021/2022 \$ 3,233.66

Maintenance: 2,100 sq.ft. of landscaping area
Project Management: 51 lots
Fund Balance: \$ (615.66)

1. Landscape	2,100	sq.ft. @ \$	0.980	= \$	2,058.00
2. Utilities	2,100	sq.ft. @ \$	0.380	= \$	798.00
3. Repair/Maintenance	2,100	sq.ft. @ \$	0.030	= \$	63.00
4. Printing/Postage	2,100	sq.ft. @ \$	0.036	= \$	75.39
		<u>\$</u>	<u>1.426</u>	= <u>\$</u>	<u>2,994.39</u>

Maintenance	2,100	sq.ft. x \$	1.426	= \$	2,994.39
Administrative Fee	\$ 2,994.39	x \$	0.10	= \$	299.44
County Fee	51 lots	x \$1.00/per lot		= \$	51.00
Reserves	15% of total cost of maintenance			= \$	449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				= \$	61.57
				<u>\$</u>	<u>3,855.55</u>

Estimated Cost Per Year \$ 3,855.55 = \$ 54.71
51

2021/2022 Assessment \$ 2,397.56 = \$ 47.00
51

2022/2023 Assessment \$ 3,134.58 = \$ 47.00
51

District No. 5 - Castle Woods Phase 2 Subdivision

Fiscal Year 2022/2023

Maximum Assessment \$1,021.48

Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2021/2022 \$ 1,511.42

Maintenance: 1,715 sq.ft. of landscaping area
 Lighting: 8 ea. @ 5,800 lumens
 Project Management: 25 lots
 Fund Balance: \$ (11,540.85)

1. Landscape	1,715	sq.ft.	@ \$	0.400	=	\$	686.00
2. Utilities	1,715	sq.ft.	@ \$	0.300	=	\$	514.50
3. Repair/Maintenance	1,715	sq.ft.	@ \$	0.030	=	\$	51.45
4. Printing/Postage	1,715	sq.ft.	@ \$	0.044	=	\$	75.46

	\$	0.774	=	\$	1,327.41
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Maintenance	1,715	sq.ft.	x \$	0.774	=	\$	1,327.41
Administrative Fee	\$ 1,327.41		x \$	0.10	=	\$	132.74
County Fee	25 lots		x \$1.00/per lot		=	\$	25.00
Reserves	15% of total cost of maintenance				=	\$	199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	1,154.09
						\$	2,838.35

Estimated Cost Per Year	\$ 2,838.35	=	\$	113.53
	25			

2021/2022 Assessment	\$ 1,021.48	=	\$	40.86
	25			

2022/2023 Assessment	\$ 1,021.48	=	\$	40.86
	25			

District No. - 7 Ford Estates
Fiscal Year 2022/2023
Approved CIP 1999
(Adjusted 1999)
Maximum Assessment \$2,857.88

Estimated Accumulated Costs 2021/2022 \$ 2,025.44

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	\$ (212.19)	

1. Landscape	1,365	sq.ft.	@	\$ 1.150	=	\$ 1,569.75
2. Utilities	1,365	sq.ft.	@	\$ 0.500	=	\$ 682.50
3. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.130	=	\$ 177.45
4. Printing/Postage	1,365	sq.ft.	@	\$ 0.055	=	\$ 75.08
				<u>\$ 1.835</u>	=	<u>\$ 2,504.78</u>

Maintenance	1,365	sq.ft.	x	\$ 1.835	=	\$ 2,504.78
Administrative Fee	\$ 2,504.78		x	\$0.10	=	\$ 250.48
County Fee	20 lots		x	\$1.00/per lot	=	\$ 20.00
Reserves	15% of total cost of maintenance					\$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						<u>\$ (31.83)</u>
						<u>\$ 3,119.14</u>

Estimated Cost Per Year	<u>\$ 3,119.14</u>	=	\$	155.96
	20			

2022/2023 Assessment	<u>\$ 2,857.88</u>	=	\$	142.88
	20			

District No. 8 - River Breeze Subdivision
Fiscal Year 2022/2023
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment \$5,043.35

Estimated Accumulated Costs 2021/2022 \$ 1,927.25

Maintenance: 1,000 sq.ft. of landscaping area , 25,600 sq.ft. of fire break
Lighting: 9 8 ea. @ 5,800 lumens
1 ea. @ 16,000 lumens
Lot: 37
Fund Balance: \$ 1,666.24

1. Landscape	1,000	sq.ft.	@	\$	2.000	=	\$	2,000.00
2. Utilities	1,000	sq.ft.	@	\$	0.750	=	\$	750.00
3. Repair/Maintenance	1,000	sq.ft.	@	\$	0.030	=	\$	30.00
4. Tree Maintenance	1,000	sq.ft.	@	\$	0.450	=	\$	450.00
5. Printing/Postage	1,000	sq.ft.	@	\$	0.075	=	\$	75.00
					<u>\$ 3.305</u>	=	<u>\$</u>	<u>3,305.00</u>

Maintenance	1,000	sq.ft.	x	\$	3.305	=	\$	3,305.00
Administrative Fee	\$ 3,305.00		x		\$0.10	=	\$	330.50
County Fee	37 lots		x		\$1.00/per lot	=	\$	37.00
Reserves	15% of total cost of maintenance						\$	495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							\$	-
							<u>\$</u>	<u>4,168.25</u>

Estimated Cost Per Year \$ 4,168.25 = \$ 112.66
37

2022/2023 Assessment \$ 1,862.00 = \$ 50.32
37

District No. 15 - Meadowood Phase 1
Fiscal Year 2022/2023
Approved CPI 2001 (Adjusted 2001)
Maximum Assessment \$8,191.95

Estimated Accumulated Costs 2021/2022

\$ 4,276.72

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	
Fund Balance:	\$ 993.54	

1. Landscape	7,723	sq.ft.	@	\$ 0.025	=	\$ 193.08
2. Utilities	7,723	sq.ft.	@	\$ 0.500	=	\$ 3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
4. Tree Maintenance	7,723	sq.ft.	@	\$ 0.020	=	\$ 154.46
5. Printing/Postage	7,723	sq.ft.	@	\$ 0.0098	=	\$ 75.69
				<u>\$ 0.575</u>		<u>\$ 4,439.18</u>

Maintenance	7,723	sq.ft.	x	\$ 0.575	=	\$ 4,439.18
Administrative Fee	\$ 4,439.18		x	\$ 0.10	=	\$ 443.92
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 5,596.98</u>

Estimated Cost Per Year	<u>\$ 5,596.98</u>	=	\$ 116.60
	48		

2021/2022 Assessment	<u>\$ 5,596.98</u>	=	\$ 116.60
	48		

2022/2023 Assessment	<u>\$ 5,596.98</u>	=	\$ 116.60
	48		

District No.19 - William Ranch Phase 1
Fiscal Year 2022/2023
Approved CPI 2002 (Adjusted 2008)
Maximum Assessment \$7,027.83

Estimated Accumulated Costs 2021/2022

\$ 3,130.49

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	
Fund Balance:	\$ 989.80	

1. Landscape	13,910	sq.ft.	@	\$ 0.120	=	\$ 1,669.20
2. Utilities	13,910	sq.ft.	@	\$ 0.150	=	\$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	\$ 0.020	=	\$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	\$ 0.050	=	\$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	\$ 0.0054	=	\$ 75.11
				<u>\$ 0.3454</u>		<u>\$ 4,804.51</u>

Maintenance	13,910	sq.ft.	x	\$ 0.3454	=	\$ 4,804.51
Administrative Fee	\$ 4,804.51		x	\$ 0.10	=	\$ 480.45
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 6,053.64</u>

Estimated Cost Per Year	<u>\$ 6,053.64</u>	=	\$ 147.65
	41		

2021/2022 Assessment	<u>\$ 4,209.51</u>	=	\$ 102.67
	41		

2022/2023 Assessment	<u>\$ 5,472.36</u>	=	\$ 133.46
	41		

District No. 20 - West View Place Subdivision
Fiscal Year 2022/2023
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment \$280.32

Estimated Accumulated Costs 2021-2022 \$ 175.15

Maintenance:	lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$	120.08

1. Utilities	3 ea. @ 5,800 lumens	@ \$	104.160	=	\$	104.16
	1 ea. @ 9,500 lumens	@ \$	36.270	=	\$	36.27
2. Printing/Postage	1	@ \$	75.000	=	\$	75.00
					<u>\$</u>	<u>215.43</u>

Maintenance	\$	215.43	x	1	=	\$	215.43
Administrative Fee	\$	215.43	x	\$ 0.10	=	\$	21.54
County Fee		10 lots	x	\$1.00/per lot	=	\$	10.00
Reserves 15% of total cost of maintenance						\$	32.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						<u>\$</u>	<u>279.29</u>

Estimated Cost Per Year	<u>\$ 279.29</u>	=	\$	27.93
	10			

2021/2022 Assessment	<u>\$ 280.32</u>	=	\$	28.02
	10			

2022/2023 Assessment	<u>\$ 280.32</u>	=	\$	28.02
	10			

District No.23 - River View
Fiscal Year 2022/2023
Approved CPI 2002
Maximum Assessment \$840.44

Estimated Accumulated Costs 2021/2022 \$ 377.17

Maintenance: lighting 11 ea. @ 5,800 lumens
Project Management: 66 lots
Fund Balance: \$ 117.25

1. Utilities	11 @ 5,800 lumens	@ \$	104.1600	=	\$ 1,145.76
2. Printing/ Postage	1	@ \$	75.0000	=	\$ 75.00
					\$ 1,220.76

Maintenance	\$ 1,220.76	x	1	=	\$ 1,220.76
Administrative Fee	\$ 1,220.76	x \$	0.10	=	\$ 122.08
County Fee	66	x \$1.00/per lot		=	\$ 66.00
Reserves 15% of total cost of maintenance				=	\$ 183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=		=	\$ -
					\$ 1,591.95

Estimated Cost Per Year	\$ 1,591.95	=	\$ 24.49
	66		

2021/2022 Assessment	\$ 840.44	=	\$ 12.72
	66		

2022/2023 Assessment	\$ 840.44	=	\$ 12.72
	66		

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2022/2023
Approved CIP 2003
Adjusted 2008
Maximum Assessment \$2,607.14

Estimated Accumulated Costs 2021/2022 \$ 2,527.53

Maintenance: 3,538 sq.ft. of landscaping area
Project Management: 44 lots
Fund Balance: \$ (13,456.84)

1. Landscape	3,538	sq.ft. @ \$	0.190	=	\$	672.22
2. Utilities	3,538	sq.ft. @ \$	0.360	=	\$	1,273.68
3. Repair/Maintenance	3,538	sq.ft. @ \$	0.030	=	\$	106.14
4. Tree Maintenance	3,538	sq.ft. @ \$	0.050	=	\$	176.90
5. Printing/Postage	3,538	sq.ft. @ \$	0.021	=	\$	75.01
		<u>\$</u>	<u>0.651</u>	=	<u>\$</u>	<u>2,303.95</u>

Maintenance	3,538	sq.ft. x \$	0.65	=	\$	2,303.95
Administrative Fee	\$ 2,303.95	x \$	0.10	=	\$	230.39
County Fee	44	x \$1.00/per lot		=	\$	44.00
Reserves	15% of total cost of maintenance			=	\$	345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	1,345.68
					<u>\$</u>	<u>4,269.62</u>

Estimated Cost Per Year \$ 4,269.62
44 = **\$ 97.04**

2021/2022 Assessment \$ 2,607.14
44 = **\$ 59.24**

2022/2023 Assessment \$ 2,607.14
44 = **\$ 59.24**

District No. 25 - Casas del Rio Subdivision

Fiscal Year 2022/2023

Approved CPI 2003

(Adjusted 2003)

Maximum Assessment \$33,112.96

Estimated Accumulated Costs 2021/2022 \$ 16,736.39

Maintenance: 55,950 sq. ft. of landscaping are
 Project Management: 118 lots
 Fund Balance: \$ (721.63)

1. Landscape	55,950	sq.ft.	@	\$ 0.150	=	\$ 8,392.50
2. Utilities	55,950	sq.ft.	@	\$ 0.060	=	\$ 3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	\$ 0.070	=	\$ 3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	\$ 0.020	=	\$ 1,119.00
5. Printing/Postage	55,950	sq.ft.	@	\$ 0.00135	=	\$ 75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	\$ 0.005	=	\$ 279.75
				<u>\$ 0.306</u>		<u>\$ 17,140.28</u>

Maintenance	55,950	sq.ft.	x	0.306	=	\$ 17,140.28
Administrative Fee	\$ 17,140.28		x	\$0.10	=	\$ 1,714.03
County Fee	118		x	\$1.00/per lot	=	\$ 118.00
Reserves	15% of total cost of maintenance				=	\$ 2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 72.16
						<u>\$ 21,615.52</u>

Estimated Cost Per Year \$ 21,615.52 = **\$ 183.18**
 118

2021/2022 Assessment \$ 17,392.56 = **\$ 147.39**
 118

2022/2023 Assessment \$ 22,610.32 = **\$ 191.60**
 118

District No. 28 - Meadowood Ph.3 Fiscal Year 2022/2023 Approved CPI 2004 (Adjustment 2004) Maximum Assessment \$1,808.45

\$ 964.91

Maintenance:	lighting:	17 ea. @ 5,800 lumens 9 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$	1,192.67

1. Utilities	17 @ 5,800 lumens	@ \$	104.16	= \$	1,770.72
	9 @ 9,500 lumens:	@ \$	36.27	\$	326.43
2. Printing/Postage	1	@ \$	75.00	= \$	75.00
				\$	<u>2,172.15</u>

Maintenance	\$	2,172.15	x	1	=	\$	2,172.15
Administrative Fee	\$	2,172.15	x	\$ 0.10	=	\$	217.22
County Fee		78	x	1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance					=	\$	325.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	2,793.19

Estimated Cost Per Year	\$ 2,793.19	=	\$ 35.81
	78		

$$\text{2021/2022 Assessment} \quad \frac{\$ \quad 1,808.45}{78} = \quad \$ \quad 23.18$$
$$\text{2022/2023 Assessment} \quad \frac{\$ \quad 1,808.45}{78} = \quad \$ \quad 23.18$$

District No.29 - River Springs Phase 3 Subdivision

Fiscal Year 2022/2023

Approved CPI 2007

Adjusted (2007)

Maximum Assessment \$ 751.74

Estimated Accumulated Costs 2021/2022 \$ 649.17

Maintenance:	lighting:	9 ea. @ 5,800 lumens
Project Management:	36	lots
Fund Balance:	\$	17.14

1. Utilities	9 @ 5,800 lumens	x \$ 104.160 =	\$ 624.96
2. Printing/Postage	1	@ \$ 75.000 =	\$ 75.00
			<u>\$ 699.96</u>
		=	

Maintenance	\$ 699.96	x 1 =	\$ 699.96
Administrative Fee	\$ 699.96	x \$ 0.10 =	\$ 70.00
County Fee	36	x \$1.00/per lot =	\$ 63.00
Reserves 15% of total cost of maintenance			\$ 104.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			\$ -
			<u>\$ 937.95</u>

Estimated Cost Per Year	\$ <u>937.95</u>	=	\$ 26.05
	36		

2022/2023 Assessment	\$ <u>751.74</u>	=	\$ 20.88
	36		

District No. 30 - Sierra Meadows Phase 1 Subdivision

Fiscal Year 2022/2023

Approved CPI 2006

(Adjusted 2006)

Maximum Assessment \$16,773.66

Estimated Accumulated Costs 2021/2022 \$ 7,268.75

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 ea. @ 5,800 lumens
		4 ea. @ 9,500 lumens
		5 ea. @ 16,000 lumens

Project Management:	56	lots
Fund Balance:	\$ 6,825.11	

1. Landscape	26,639	sq.ft.	@ \$ 0.0600	=	\$ 1,598.34
2. Utilities	26,639	sq.ft.	@ \$ 0.1200	=	\$ 3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@ \$ 0.0200		\$ 532.78
4. Graffiti Maintenance	26,639	sq.ft.	@ \$ 0.0059	=	\$ 157.17
5. Tree Maintenance	26,639	sq.ft.	@ \$ 0.0040	=	\$ 106.56
6. Printing/Postage	26,639	sq.ft.	@ \$ 0.00282	=	\$ 75.12
			<u>\$ 0.2127</u>		<u>\$ 5,666.65</u>

Maintenance	26,639	sq.ft.	@ x \$ 0.21272	=	\$ 5,666.65
Administrative Fee	\$ 7,749.29		x \$ 0.10	=	\$ 774.93
County Fee	56 lots		x \$1.00/per lot	=	\$ 56.00
Reserves 15% of total cost of maintenance				=	\$ 850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	=	\$ -
					<u>\$ 7,347.57</u>

Estimated Cost Per Year	<u>\$ 7,347.57</u> =	\$ 131.22
	56	

2021/2022 Assessment	<u>\$ 9,742.61</u> =	\$ 173.98
	56	

2022/2023 Assessment	<u>\$ 7,347.57</u> =	\$ 131.22
	56	

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision

Fiscal Year 2022/2023

Approved CPI 2006 (Adjusted 2006)

Maximum Assessment \$2,303.51

Estimated Accumulated Costs 2021/2022

\$ 3,567.52

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	\$ (22,850.33)	

1. Landscape	6,512	sq.ft.	@ \$ 0.190	=	\$ 1,237.28
2. Utilities	6,512	sq.ft.	@ \$ 0.080	=	\$ 520.96
3. Repair/Maintenance	6,512	sq.ft.	@ \$ 0.040	=	\$ 260.48
4. Tree Maintenance	6,512	sq.ft.	@ \$ 0.130	=	\$ 846.56
5. Printing/Postage	6,512	sq.ft.	@ \$ 0.0115	=	\$ 74.89
6. Graffiti Maintenance	6,512	sq.ft.	@ \$ 0.025	=	\$ 162.80
			<u>\$ 0.477</u>		<u>\$ 3,102.97</u>

Maintenance	6,512	sq.ft.	x \$ 0.485	=	\$ 3,158.32
Administrative Fee	\$ 3,158.32		x \$ 0.10	=	\$ 315.83
County Fee	85 lots		x \$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance				=	\$ 473.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 2,285.03
					<u>\$ 6,317.94</u>

Estimated Cost Per Year	<u>\$ 6,317.94</u>	=	\$ 74.33
	85		

2021/2022 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

2022/2023 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

District No. 33 - New Expressions Phase 4 Subdivision

Fiscal Year 2022/2023

Approved CPI 2006

(Adjusted 2006)

Maximum Assessment \$1,504.87

Estimated Accumulated Costs 2021-2022 \$ 358.78

Maintenance:	220 ft. of wall
Lighting:	11 ea. @ 5,800 lumens
	2 ea. @ 9,500 lumens
Project Management:	58 lots
Fund Balance:	\$ 107.36

1. Utilities	11 @ 5,800 lumens	@ \$ 104.160	=	\$ 1,145.76
	2 @ 9,500 lumens	@ \$ 125.160	=	\$ 250.32
2. Printing/Postage	1	@ \$ 75.000	=	\$ 75.00
				\$ 1,471.08

Maintenance	\$	1,471.08	x	1	=	\$ 1,471.08
Administrative Fee	\$	1,471.08	x	\$ 0.10	=	\$ 147.11
County Fee		58 lots	x	\$1.00/per lot	=	\$ 10.00
Reserves 15% of total cost of maintenance						\$ 220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 1,848.85

Estimated Cost Per Year	\$	<u>1,848.85</u>	=	\$	31.88
		58			

2022/2023 Assessment	\$	<u>752.44</u>	=	\$	12.96
		58			

District No. 34 - Meadow Breeze Phase 2
Fiscal Year 2022/2023
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$1,928.30

<i>Estimated Accumulated Costs 2021/2022</i>	\$	1,733.16
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Maintenance:	lighting:	14 ea. @ 5,800 lumens 5 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$	(3,272.89)

1. Utilities	14 @ 5,800	@ \$104.16	=	\$	1,458.24
	5 @ 9,500	@ \$125.06	=	\$	625.30
2. Printing/Postage	1	@ \$75.00	=	\$	75.00
				\$	2,158.54

Maintenance	\$	2,158.54	x	1	=	\$	2,158.54
Administrative Fee	\$	2,158.54	x	\$0.10	=	\$	215.85
County Fee		78	x	\$1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance					=	\$	323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	327.29
						\$	3,103.46

Estimated Cost Per Year	\$	<u>3,103.46</u>	=	\$	39.79
		78			

$$\text{2021/2022 Assessment} \quad \$ \frac{1,928.30}{78} = \quad \$ \quad 24.72$$
$$\text{2022/2023 Assessment} \quad \$ \frac{1,928.30}{78} = \quad \$ \quad 24.72$$

District No. 35 - Meadow Breeze Phase 1
Fiscal Year 2022/2023
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$1,001.39

Estimated Accumulated Costs 2020/2021 \$ 1,249.20

Maintenance: lighting: 9 ea @ 5,800 lumens
Project Management: 44 lots
Fund Balance: \$ (2,777.14)

Utilities					Formula
1. Utilities	9 lumens	@	\$ 104.16	=	\$ 937.44
2. Printing/Postage	1	@	\$ 75.00	=	\$ 75.00
					\$ 1,012.44

Maintenance	\$ 1,012.44	x	1	=	\$ 1,012.44
Administrative Fee	\$ 973.71	x	\$ 0.10	=	\$ 97.37
County Fee	44 lots	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 277.71
					\$ 1,579.65

Estimated Cost Per Year	\$ 1,579.65		=		\$ 35.90
	44				

2021/2022 Assessment	\$ 1,001.39		=		\$ 22.76
	44				

2022/2023 Assessment	\$ 1,001.39		=		\$ 22.76
	44				

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2022/2023
Approved CPI 2006
(Adjusted 2007)
Maximum Assessment \$508.84

Estimated Accumulated Costs 2021/2022 \$ 214.44

Maintenance: lighting 5 ea @ 5,800 lumens
Project Management: 17 lots
Fund Balance: \$ 548.32

1. Utilities	5 @ 5,800 lumens	@ \$	104.1600	=	\$ 520.80
2. Printing/Postage	17	@ \$	75.0000		\$ 1,275.00
					\$ 1,795.80

Maintenance	\$	1,795.80	x	1	=	\$ 1,795.80
Administrative Fee	\$	1,795.80	x	\$ 0.10	=	\$ 179.58
County Fee		17	x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 269.37
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 2,261.75

Estimated Cost Per Year \$ 2,261.75 = **\$ 133.04**
17

2021/2022 Assessment \$ 278.73 = **\$ 16.40**
17

2022/2023 Assessment \$ 278.73 = **\$ 16.40**
17

District No.38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2022/2023
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment \$529.89

Estimated Accumulated Costs 2021/2022 \$ 643.18

Maintenance: lighting: 2 ea. lumens @ 5,800
Project Management: 6 lots
Fund Balance: \$ (436.17)

						Formula
1. Utilities	2 lumens	@ \$	104.16	=	\$	208.32
2. Printing/Postage	1	@ \$	75.00	=	\$	75.00
					\$	<u>283.32</u>

Maintenance	\$	283.32	x	1	=	\$	283.32
Administrative Fee	\$	283.32	x	\$ 0.10	=	\$	28.33
County Fee		6	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance						\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	<u>43.62</u>
						\$	<u>509.39</u>

Estimated Cost Per Year \$ 509.39 = **\$ 84.90**
6

2021/2022 Assessment \$ 529.89 = **\$ 88.32**
6

2022/2023 Assessment \$ 529.89 = **\$ 88.32**
6

District No. 39 - Williams Ranch Phase 4 Subdivision
Fiscal Year 2022/2023
Approved CPI 2007
(Adjusted 2007)
Maximum Assessment \$1,207.85

Estimated Accumulated Costs 2021/2022 \$ 482.57

Maintenance: lighting: 17 ea. @ 5,800 lumens
Project Management: 59 lots
Fund Balance: \$ 976.18

						Formula
1. Utilities	17 lumens	@	\$ 104.16	=	\$	1,770.72
2. Printing/Postage	1	@	\$ 75.00	=	\$	75.00
					\$	<u>1,845.72</u>

Maintenance	\$ 1,845.72	x	1	=	\$	1,845.72
Administrative Fee	\$ 1,845.72	x	\$ 0.10	=	\$	184.57
County Fee	59	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance				=	\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					\$	<u>2,184.41</u>

Estimated Cost Per Year \$ 2,184.41 = \$ 37.02
59

2021/2022 Assessment \$ 774.05 = \$ 13.12
59

2022/2023 Assessment \$ 774.05 = \$ 13.12
59

District No. 40 - Amalene Estates
Fiscal Year 2022/2023
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment \$7648.22

Estimated Accumulated Costs 2021/2022 \$ 3,295.86

Maintenance:	5,445	sq. ft. of landscaping area,	736 ft. of wall
Lighting:	17	16 ea. @	5,800 lumens
		1 ea. @	16,000 lumens
Project Management:	26	lots	
Fund Balance:	\$ 124.78		

1. Landscape	5,445	sq.ft. @	\$ 0.400	= \$	2,178.00
2. Utilities	5,445	sq.ft. @	\$ 0.250	= \$	1,905.75
3. Repair/Maintenance	5,445	sq.ft. @	\$ 0.040	= \$	217.80
4. Tree Maintenance	5,445	sq.ft.	\$ 0.040	\$	217.80
5. Printing/Postage	5,445	sq.ft. @	\$ 0.0138	\$	75.14
			\$ 0.744		\$ 4,594.49

Maintenance	5,445	sq.ft. x	\$ 0.744	= \$	4,051.08
Administrative Fee	\$ 4,594.49	x	\$0.10	= \$	459.45
County Fee	26	x	\$1.00/per lot	= \$	26.00
Reserves	15% of total cost of maintenance			= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit				= \$	-
					\$ 4,932.65

Estimated Cost Per Year	\$ 4,932.65	=	\$ 189.72
	26		

2021/2022 Assessment	\$ 7,648.22	=	\$ 294.16
	26		

2022/2023 Assessment	\$ 5,398.85	=	\$ 207.64
	26		

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2022/2023
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment \$18,564.42

Estimated Accumulated Costs 2021/2022 \$ 6,813.69

Maintenance:	27,960					sq.ft. of landscaping area, 2,614 of wall
Lighting:	36					28 ea. @ 5,800 lumens
						8 ea. @ 16,000 lumens
Project Management:	61					lots
Fund Balance:	\$ 3,852.71					

1. Landscape	27,960	sq. ft.	@	\$ 0.150	=	\$ 4,194.00
2. Utilities	27,960	sq.ft.	@	\$ 0.071	=	\$ 1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	\$ 0.006	=	\$ 164.96
4. Tree Maintenance	27,960	sq.ft.	@	\$ 0.004	=	\$ 111.84
5. Printing/Postage	27,960	sq.ft.	@	\$ 0.0027	=	\$ 75.49
				<u>\$ 0.234</u>		<u>\$ 6,539.84</u>

Maintenance	27,960	sq.ft.	x	\$ 0.23700	=	\$ 6,626.52
Administrative Fee	\$ 2,481.71		x	\$ 0.10	=	\$ 248.17
County Fee	61 lots		x	\$1.00/per lot	=	\$ 61.00
Reserves 15% of total cost of maintenance					=	\$ 980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						<u>\$ 7,916.67</u>

Estimated Cost Per Year	<u>\$ 7,916.67</u>	=	<u>\$ 129.78</u>
	61		
 2021/2022 Assessment	 <u>\$ 7,916.67</u>	 =	 <u>\$ 129.78</u>
	61		
 2022/2023 Assessment	 <u>\$ 7,916.67</u>	 =	 <u>\$ 129.78</u>
	61		

District No.44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2022/20233
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment \$5,629.48

Estimated Accumulated Costs 2021/2022 \$ 3,309.83

Maintenance:	4,300	sq.ft. of landscaping area, 242 ft. of wall, and
Lighting:	23	20 ea. @ 5,800 lumens
		3 ea. @ 9,500 lumens
Project Management:	70	
Fund Balance:	\$ (59.97)	

1. Landscape	4,300	sq.ft.	@	\$ 0.400	=	\$ 1,720.00
2. Utilities	4,300	sq.ft.	@	\$ 0.080	=	\$ 344.00
3. Repair/Maintenance	4,300	sq.ft.	@	\$ 0.040	=	\$ 172.00
4. Tree Maintenance	4,300	sq.ft.	@	\$ 0.100	=	\$ 430.00
5. Printing/Postage	4,300	sq.ft.	@	\$ 0.010	=	\$ 43.00
6. Graffiti Maintenance	4,300	sq.ft.	@	\$ 0.0176	=	\$ 75.68
				\$ 0.648	=	\$ 2,784.68

Maintenance	4,300	sq.ft.	x	\$ 0.648	=	\$ 2,859.50
Administrative Fee	\$ 2,784.68		x	\$ 0.10	=	\$ 278.47
County Fee	69		x	\$1.00/per lot	=	\$ 69.00
Reserves	15% of total cost of maintenance				=	\$ 417.70
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 6.00
						\$ 3,630.67

Estimated Cost Per Year	\$ 3,630.67			=		\$ 52.62
	69					

2021/2022 Assessment	\$ 3,643.38			=		\$ 52.80
	69					

2022/2023 Assessment	\$ 5,100.73					\$ 73.92
	69					

District No. 46- Moorea Manor
Fiscal Year 2022/2023
Approved CPI 2009
(Adjusted 2009)

Estimated Accumulated Costs 2021/2022 \$ 2,626.03

Maintenance:	1,460		sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4		4 ea. @ 5,800 lumens
Project Management:	16		lots
Fund Balance:	\$ (2,369.94)		

1. Landscape	1,460	sq.ft. @	\$ 1.850	= \$	2,701.00
2. Utilities	1,460	sq.ft. @	\$ 0.500	= \$	730.00
3. Printing/Postage	1,460	sq.ft. @	\$ 0.052	= \$	75.92
4. Graffiti Maintenance	1,460	sq.ft. @	\$ 0.140	= \$	204.40
			\$ 2.542		\$ 3,711.32

Maintenance	1,460	sq.ft. x	2.540	= \$	3,708.40
Administrative Fee	\$ 3,711.32	x	\$0.10	= \$	371.13
County Fee	16	x	\$1.00/per lot	= \$	16.00
Reserves	15% of total cost of maintenance			= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit				= \$	236.99
					\$ 4,728.65

Estimated Cost Per Year	\$ 4,728.65	=	\$ 295.54
	16		

2021/2022 Assessment	\$ 1,384.31	=	\$ 86.52
	16		

2022/2023 Assessment	\$ 4,728.65	=	\$ 295.54
	16		

District No. 47 - Chelsea Glen Subdivision Fiscal Year 2022/2023
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Estimated Accumulated Costs 2021/2022

\$ 2,607.72

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ 3,225.45	

1. Landscape	4,560	sq.ft.	@ \$	0.190	=	\$	866.40
2. Utilities	4,560	sq.ft.	@ \$	0.090	=	\$	410.40
3. Repair/Maintenance	4,560	sq.ft.	@ \$	0.150	=	\$	684.00
4. Tree Maintenance	4,560	sq.ft.	@ \$	0.040	=	\$	182.40
5. Printing/Postage	4,560	sq.ft.	@ \$	0.250	=	\$	1,140.00
6. Graffiti Maintenance	4,560	sq.ft.	@ \$	0.030	=	\$	136.80
			\$	0.750	=	\$	3,420.00

Maintenance	4,560	sq.ft.	x \$	0.750	=	\$	3,420.00
Administrative Fee	\$ 3,420.00		x \$0.10		=	\$	342.00
County Fee	90		x \$1.00/per lot		=	\$	90.00
Reserves 15% of total cost of maintenance					=	\$	513.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	4,365.00

Estimated Cost Per Year	\$	<u>4,365.00</u>	=	\$	48.50
		90			
2021/2022 Assessment	\$	<u>4,365.00</u>	=	\$	48.50
		90			
2022/2023 Assessment	\$	<u>4,365.00</u>	=	\$	48.50
		90			

District No.53 - Trooper Terrace Fiscal Year 2022/2023
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Estimated Accumulated Costs 2021/2022

\$ 1,841.96

Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	\$ (338.14)	

1. Landscape	4,414	sq.ft.	@ \$	0.090	=	\$	397.26
2. Graffiti Maintenance	4,414	sq.ft.	@ \$	0.050	=	\$	220.70
3. Tree Maintenance	4,414	sq.ft.	@ \$	0.080	=	\$	353.12
4. Printing/Postage	4,414	sq.ft.	@ \$	0.017	=	\$	75.04
5. Utilities	4,414	sq.ft.	@ \$	0.250	=	\$	1,103.50
6. Repair/Maintenance	4,414	sq.ft.	@ \$	0.030	=	\$	132.42
			\$	0.517	=	\$	2,282.04

Maintenance	4,414	sq.ft.	x \$	0.517	=	\$	2,282.04
Administrative Fee	\$ 2,282.04		x \$0.10		=	\$	228.20
County Fee	17		x \$1.00/per lot		=	\$	17.00
Reserves 15% of total cost of maintenance					=	\$	342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	33.81
						\$	2,903.36

Estimated Cost Per Year	\$	<u>2,903.36</u>	=	\$	170.79
		17			

2022/2023 Assessment	\$	<u>2,869.55</u>	=	\$	168.80
		17			

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2022/2023

Estimated Accumulated Costs 2021/2022 \$ 18,284.62

Maintenance: 47,462 sq. ft. of landscaping area
Lighting: 16 12 ea. @ 5,800 lumens
4 ea. @ 16,000 lumens
Project Management: 207 lots
Fund Balance: \$ (6,031.58)

1. Landscape	47,462	sq.ft. @	\$ 0.200	=	\$ 9,492.40
2. Utilities	47,462	sq.ft. @	\$ 0.140	=	\$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft. @	\$ 0.010	=	\$ 474.62
4. Tree Maintenance	47,462	sq.ft. @	\$ 0.030	=	\$ 1,423.86
5. Printing/Postage	47,462	sq.ft. @	\$ 0.0016	=	\$ 75.94
6. Graffiti Maintenance	47,462	sq.ft. @	\$ 0.020	=	\$ 949.24
			<u>\$ 0.402</u>		<u>\$ 19,060.74</u>

Maintenance	47,462	sq.ft. x	0.402	=	\$ 19,060.74
Administrative Fee	\$ 19,060.74	x	\$0.10	=	\$ 1,906.07
County Fee	207	x	\$1.00/per lot	=	\$ 207.00
Reserves	15% of total cost of maintenance			=	\$ 2,420.56
Eliminate deficit fund balance over 10 years - 10% of fund deficit				=	\$ 603.16
					<u>\$ 24,197.53</u>

Estimated Cost Per Year \$ 24,197.53 = \$ 119.00
207

2021/2022 Assessment \$ 18,364.44 = \$ 88.72
207

2022/2023 Assessment \$ 24,197.53 = \$ 119.00
207

This concludes the 2022/2023 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356



RESOLUTION NO.: _____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING
PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2022-2023
FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

WHEREAS, on the 21st day of June 2022, said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2022-2023 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.
2. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District) are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.
3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.
4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

RESOLUTION NO.: _____-2022

PASSED, APPROVED AND ADOPTED this 20th day of June 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO.: _____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2022-2023 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."
3. La Vida Park green belt, east on Plum Way Street and the entries east along Beverly

Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."

4. Westwood Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."
5. Northpointe includes subdivision lighting located south of Westfield Avenue and east of Matthew Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 6 to Landscape and Lighting Maintenance District No. 1."
6. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1."
7. New Horizons Phase One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 11 to Landscape and Lighting Maintenance District No. 1"
8. Wisconsin Manor I Subdivision includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."
9. Castle Woods Phase 1 Subdivision includes landscape and lighting maintenance more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 19 to Landscape and Lighting District No. 1"
10. District No. 4 = River Springs Phase I Subdivision located along Newcomb Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 4.
11. District No. 5 = Castle Woods Phase II Subdivision located on Castle Avenue, Salisbury Street, and Median Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.
12. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 7.
13. District No. 8 = River Breeze Subdivision located on Newcomb Street, Patsy Street and Springs Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's Office entitled District No. 8.
14. District No. 12 = Westwood Estates Unit 5, Phase 2, located along Henderson Avenue

and Brandy Way includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.

15. District No. 15 = Meadowood, Phase 1 Subdivision located on Newcomb Street, Cheryl Avenue and York Street includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 15.
16. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 19.
17. District No. 20 = West View Place Subdivision located on Median Avenue includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 20.
18. District No. 23 = Riverview Estates Phase Three Subdivision located on Roby Avenue, Belmont Street, Orange Avenue and Parkwest Street includes lighting maintenance and more particularly described on maps which are on maps which are on file in the City Clerk's office entitled District No. 23.
19. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue includes landscape and lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.
20. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue includes landscape and recreation area maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 25
21. District No. 28 = Meadowood Phase Three Subdivision located on Westfield Avenue, Cheryl Avenue, Salisbury Street, Julieann Avenue and Pioneer includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District No. 28.
22. District No. 29 = River Springs Phase Three Subdivision located on Date Avenue, River Springs Drive and Atkins Court includes lighting maintenance and more particularly described on maps which are on file in the City Clerk's office entitled District 29.
23. District No. 30 = Right-of-way, easements, and public lands within Sierra Meadows, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 30.

24. District No. 31 = Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.
25. District No. 33 = Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 33
26. District No. 34 = Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 34.
27. District No. 35 = Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.
28. District No. 37 = Right-of-way, easements, and public lands within Riverview Estates, Phase Four Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled District No. 37.
29. District No. 38 = Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 38.
30. District No. 39 = Right-of way, easements, and public lands within Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Air Court, Terry Court, Silver Maple Street and Red Oak Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No.39.
31. District No. 40 = Right-of-way, easements, and public lands within Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 40.
32. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Nesa Oak and Pearson Streets
33. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
34. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.
35. District No. 47 = Chelsea Glen Subdivision located along Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St.

36. District No. 53 = Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 53.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
4. Westwood Park Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".
5. All that certain territory of the City of Porterville, included within the exterior boundary

line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 54-94 indication by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City Of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
9. All that certain territory of the City Of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 19 to Landscape and Lighting Maintenance District No. 1 heretofore approved by the City Council of said City by Resolution No. 56-96 indication by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.
10. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
11. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

12. All that certain "Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No.67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
13. All that certain "Map of Landscape and Lighting District No. 8" heretofore approved by the City Council of said City by Resolution No.120-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
14. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12," heretofore approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No.15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 19," heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
17. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 20," heretofore approved by the City Council of said City by Resolution No. 30-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
18. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
19. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

20. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No.58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
21. All that certain "Map of Landscape and Lighting District No. 28" heretofore approved by the City Council of said City by Resolution No. 61-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
22. All that certain "Map of Landscape and Lighting District No. 29" heretofore approved by the City Council of said City by Resolution No. 90-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
23. All that certain territory of the City of Porterville included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 30," heretofore approved by the City Council of said City by Resolution No. 52-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
24. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
25. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 33," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
26. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
27. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain "Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.

28. All that certain "Map of Landscape and Lighting District No. 37" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
29. All that certain "Map of Landscape and Lighting District No. 38" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
30. All that certain "Map of Landscape and Lighting District No. 39" heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
31. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
32. All that certain "Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
33. All that certain "Map of Landscape and Lighting District No. 44" heretofore approved by the City Council of said City by Resolution No. 37-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
34. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No.91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
35. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 47" heretofore approved by the City Council of said City by Resolution No. 46-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
36. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 53" heretofore approved by the City Council of said City by Resolution No. 51-2020 indicating by said

boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2022-2023 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2022-2023 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 19th day of July 2022, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 8. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 20th 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 20, 2022

SUBJECT: Renewal of Airport Lease Agreement - Lot No. 31A

SOURCE: Finance

COMMENT: James Costa is the current leaseholder of Lot No. 31A at the Porterville Municipal Airport. The current lease expires on June 30, 2022. The City has received a request from James Costa dated May 31, 2022, to renew the lease for a period of ten (10) years. The lot is approximately 4,720 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 July 1, 2022 and expire on June 30, 2032. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and James Costa for Lot No. 31A at the Porterville Municipal Airport for a term of ten (10) years.

ATTACHMENTS:

1. Draft Lease Agreement
2. Letter of Request dated May 31, 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 July, 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 James Costa, 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 31A 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 July 1, 2022, both parties having executed the same, and shall terminate on June 30, 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 4,720 square feet of land area, said rental rate will be \$1,689.76 annually, or \$140.81 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: James Costa
 18250 Road 152
 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: _____
James Costa

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

James Costa
18250 Road 152
Porterville, CA 93257
(559) 686-3559

May 31, 2022

Ms. Janie Rodriguez
City of Porterville
291 North Main Street
Porterville, CA 93257

RE: Airport Lease Lot 31A

Dear Ms. Rodriguez:

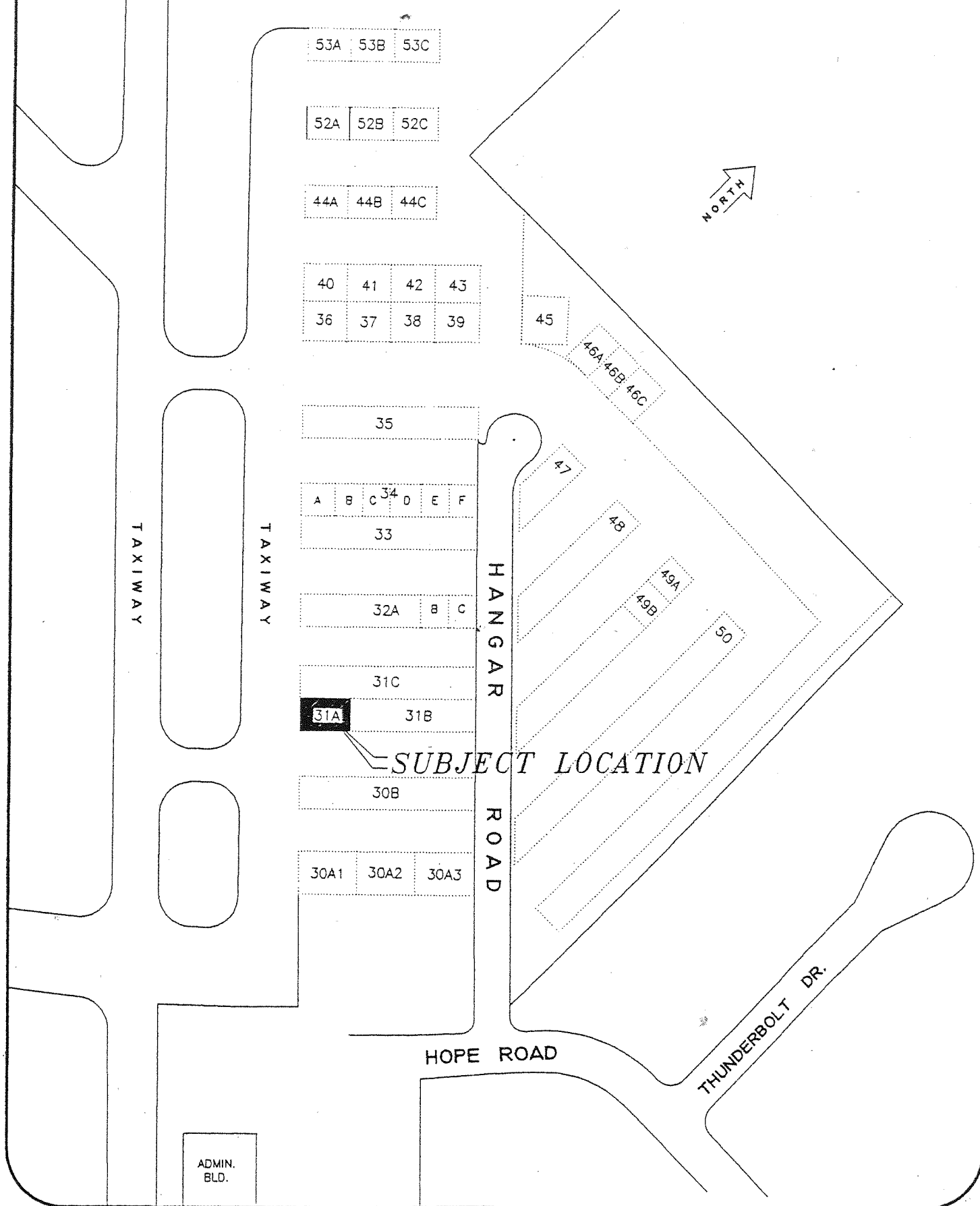
My Lease Agreement for Lot 31A at the Porterville Municipal Airport is set to expire on June 30, 2022. I would like to exercise the option to extend my lease for another ten years please. I use this hangar to store my Bonanza airplane, tail N4JX. This hangar is for my own personal use only. It will not be sublet. I appreciate your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Costa', with a long horizontal flourish extending to the right.

James Costa

A I R P O R T L E A S E S I T E S





CITY COUNCIL AGENDA – JUNE 20, 2022

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

SOURCE: Finance

COMMENT: Janelle Abiog is the current leaseholder of Lot No. 46A at the Porterville Municipal Airport. The lease expires on June 30, 2022. The City has received a request from Janelle Abiog dated June 14, 2022, to renew the lease for a period of fifteen (15) years. The lot is approximately 3,220 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 July 1, 2022 and expire on June 30, 2037. The hangar will be utilized for the storage of an experimental aircraft currently under construction.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City and Janelle Abiog for Lot No. 46A at the Porterville Municipal Airport for a term of fifteen (15) years.

ATTACHMENTS:

1. Draft Lease Agreement
2. Letter of Request dated June 14, 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 July, 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 Janelle Abiog, 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 46A 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 July 1, 2022, both parties having executed the same, and shall terminate on June 30, 2037, 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 3,220 square feet of land area, said rental rate will be \$1,152.76 annually, or \$96.06 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: Janelle Abiog
 1462 Shelley Lane
 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: _____
Janelle Abiog

ATTEST:

By: _____
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: _____
Julia M. Lew, City Attorney

Lot 46A

Janelle Abiog <jabiog@att.net>

Tue 6/14/2022 9:51 AM

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

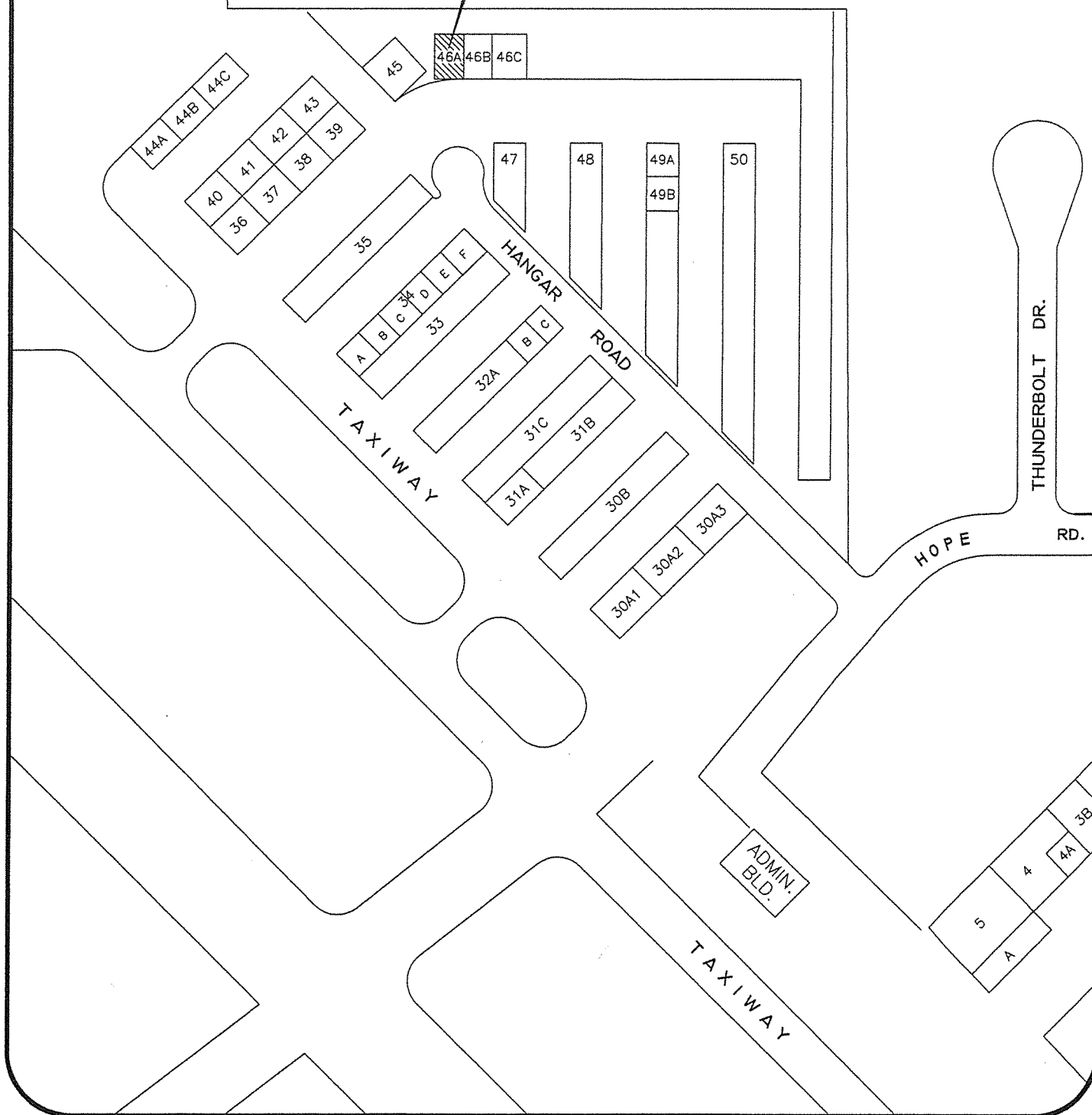
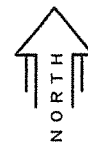
Dear Porterville City Council,

I am writing to request that you renew my hangar lease on lot 46A. I would like to continue the current terms of the lease agreement of 15 years. I use the hangar for storage of an experimental plane that is under construction. I do not currently or plan to rent the hangar out. Thank you for your time and attention to this matter. I'll send photos of the plane in a separate email.

Sincerely,
Janelle Abiog

Sent from my iPhone

SUBJECT LOCATION





CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Community Civic Event - Kings View Corporation - Kings View One Stop Outreach Event - June 28, 2022

SOURCE: Finance

COMMENT: Kings View Corporation is requesting approval to hold 'Kings View One Stop Outreach Event' on Tuesday, June 28, 2022, at Zalud Park, Pavilion #6, from 10:00 AM to 12:00 PM. The outreach event is intended to provide information regarding mental health services with informational booths and a few food vendors.

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

RECOMMENDATION: That the City Council approve the Community Civic Event application from Kings View Corporation, to hold the Kings View One Stop Outreach Event on June 28, 2022, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS: 1. CCE Application and Agreement, Exhibit A and Exhibit B

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 5/26/22 Event date: 6/21/22 6/28/22
Event time: 10am-12pm

Name of Event: Kings View One Stop Outreach Event

Sponsoring organization: n/a Phone #

Address:

Authorized representative: Angela Garcia Phone # 559 687-0929 Office

Address: 201 N 'K' St Tulare, CA 93274

Event chairperson: Team effort- but contact Sam Crowley as needed Phone # 559-712-1912

Location of event: Zlaud Park 700 N El Granito St. Porterville, CA 93257

(Location map must be attached) Pavilion #6

Type of event: Mental health outreach event

Non-profit organization status: Kings View Corporation

(IRS Determination)

Tax ID # 94-1412643

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

Barricades (quantity): none Street sweeping Yes No X

Police protection Yes No X Refuse pickup Yes No X

Other:

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

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

Appr. Deny

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

CITY OF PORTERVILLE

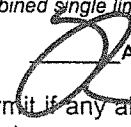
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

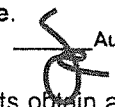
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to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

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

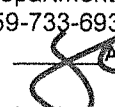
Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise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

 Authorized Representative Initials

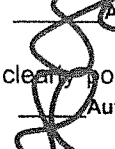
Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville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

 Authorized Representative Initials

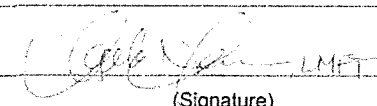
Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Kings View- South One Stop	 LMF	06/16/2022
(Name of Organization)	(Signature)	(Date)

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

Sponsoring organization:

Event date: 6/28/22 Event time: 10am-12pm

[illegible]

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

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

Sponsoring organization: Kings View Corporation

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4

Requirements for Community Civic Event
Kings View Corporation
Kings View One Stop Outreach Event
June 28, 2022

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	I think it would be advisable to obtain a <i>description of what the event will entail</i> . I don't see any issue from code compliance perspective with an outreach event as proposed at the park.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Standard comments from fire if they are setting up tents, or cooking food.
Parks and Leisure Services Director: <i>D. Moore</i>	Parks facility application required.
Police Lieutenant: <i>R. Moore</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	If they are proposing simply informational booths with no rides or activities, then we would require \$1M in commercial liability coverage with an additional insured endorsement naming the City of Porterville as an additional insured. If they are proposing more than just informational booths, bounce house, rides, ect., then we will require \$2M in coverage. Also, they must adhere to all COVID-19 mandates.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Kings View Corporation
Event: Kings View One Stop Outreach Event
Event Chairman: Sam Crowley
Location: Zalud Park, Porterville Ca
Date of Event: June 28, 2022 (10:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

**Kings View One Stop Outreach Event
June 28, 2022 (10am-12pm)
Zalud Park**

Proposed Conditions/Requirements:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, trash, or anything that could present a hazard to others.

Ron Moore, Lieutenant
Porterville Police Department



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Cancellation of July 5, 2022, City Council Meeting

SOURCE: Administrative Services

COMMENT: This year, the first Tuesday of July falls on July 5th. Given its close proximity to the Independence Day holiday on Monday, July 4th, staff presents this item for Council's consideration in cancelling the July 5th City Council Meeting. In the event items arise that require City Council action, a special meeting can be scheduled.

RECOMMENDATION: That the City Council cancel the first Council Meeting in July scheduled for July 5, 2022, due to the Independence Day holiday.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 20, 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 June 6, 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 20, 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 20th 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 20, 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 June 6, 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." On June 10, 2022, the State Water Resources Control Board adopted emergency regulations to prohibit the watering of nonfunctional or purely decorative grass in commercial, industrial or institutional properties with potable water.

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: Emergency Regulation - Water Conservation; June 10, 2022
8. 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

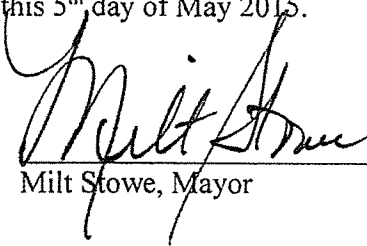
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

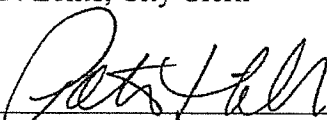
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

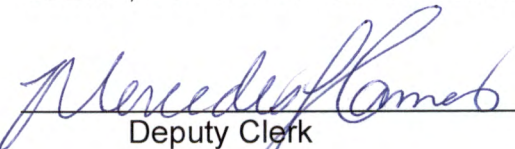
ABSTAIN: NONE

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

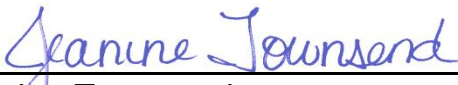
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

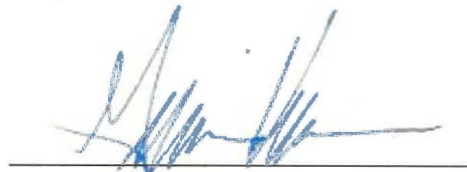
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

**Government Code Sections 11346.1 and
11349.6**

OAL Matter Number: 2022-0606-03

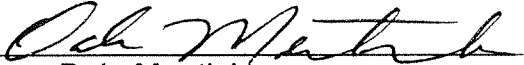
OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

**Original: Eileen Sobeck, Executive
Director**

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER 2022	EMERGENCY NUMBER -0606-03E
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For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:18

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (If any)

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2022

2:06 PM

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE		TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE	
3. NOTICE TYPE ☐ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON		TELEPHONE NUMBER	FAX NUMBER (Optional)
OAL USE ONLY ☐ ACTION ON PROPOSED NOTICE ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER		PUBLICATION DATE	

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 996 AMEND REPEAL	
TITLE(S) 23			
3. TYPE OF FILING			
☐ Regular Rulemaking (Gov. Code §11346) ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) ☒ Emergency (Gov. Code, §11346.1(b)) ☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute. ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1) ☐ Emergency Readopt (Gov. Code, §11346.1(h)) ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) ☐ File & Print ☐ Print Only ☒ Other (Specify) <u>Water Code Section 1058.5</u>			
4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)			
5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100) ☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ \$100 Changes Without Regulatory Effect ☐ Effective other (Specify)			
6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY ☐ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal ☐ Other (Specify)			
7. CONTACT PERSON Garrett Lenahan		TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional) E-MAIL ADDRESS (Optional)

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE

Eric Oppenheimer

Digitally signed by Eric Oppenheimer
Date: 2022.06.06 14:24:44 -0700

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

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

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

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

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

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

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

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

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

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier 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 or the effective date of this section, whichever comes later, 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.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) 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.

(g) 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, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, 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



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

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



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

for the purpose of the

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

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

PROJECT FUNDING AMOUNT: \$4,787,664

PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664

ELIGIBLE WORK START DATE: JULY 1, 2016

ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020

CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023

FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024

RECORDS RETENTION END DATE: OCTOBER 1, 2059

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

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

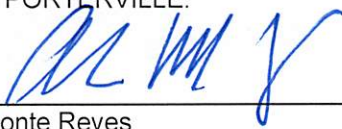
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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

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

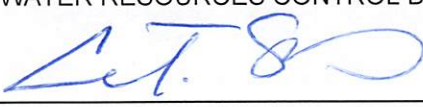
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

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

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

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

A.2. SCOPE OF WORK.

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

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

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

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

A.3 SIGNAGE

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



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

A.4 SCHEDULE.

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

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

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

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

A.5 PROGRESS REPORTS.

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

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

A.6 SPECIAL REPORTS.

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

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

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

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

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

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

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

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

B.2 RECIPIENT CONTRIBUTIONS.

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

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

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

B.3 VERIFIABLE DATA.

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

B.4 BUDGET COSTS

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

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

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

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

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

B.5 LINE ITEM ADJUSTMENTS.

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

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

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

B.6 REIMBURSEMENT PROCEDURE.

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

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

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

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

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

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

EXHIBIT D – SPECIAL CONDITIONS

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

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

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

3. Acknowledgements.

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

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

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

7. Environmental/Technical Special Conditions

Technical:

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

Environmental:

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

12. [RESERVED].

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

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

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

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

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

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

xxi. [RESERVED].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Adoption of Fiscal Year 2022-2023 Budget

SOURCE: City Manager's Office

COMMENT:

Consistent with the City Charter, the City Manager has submitted for the City Council's consideration the proposed Budget for the 2022-2023 Fiscal Year.

Section 51 of the Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year.

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

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

During the Council's review of the proposed Budget at its meeting on June 6, 2022, staff indicated that the County of Tulare would be appropriating \$20,000 in its upcoming fiscal year budget toward the Mighty 190 local tourism promotion collective, which the Council directed the appropriation of \$20,000 from the Community Promotion account as a match to the County's appropriation.

The Porterville Mural Committee submitted a request for an appropriation of approximately \$40,000 for the initial repair of the "Time Marches On" mural in Centennial Park. If the Council is receptive to the Committee's request for appropriation, the appropriation could be made from either the Council's "Special Purposes" Reserve Fund or the Community Promotion account. The Council may also consider the expected opening of the Culture Cannabis Club dispensary this next fiscal year, which the terms of the City's Development Agreement stipulate the payment of one percent (1%) of annual gross revenues or \$30,000 (whichever is greater) toward a Community Benefits Program (including community beautification efforts and physical improvements to the benefit of the community).

At the direction of Council from its annual Priority Project and Goal Setting meeting on April 12, 2022, staff met with the Ennis family to evaluate a proposed connection of Lombardi Street to Castle Avenue considerate of future development of its property. Ennis Builders presented the attached proposed preliminary layout for the extension of Castle Avenue, which City staff has included in the City's proposed Capital Improvement Program, including \$250,000 for design in the 2022-2023 Fiscal Year and \$1.75 million for construction in the 2023-2024 Fiscal Year.

The 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 conduct the Public Hearing and consider for adoption the proposed 2022-2023 Fiscal Year Budget, including any modifications and for the time period as designated by Council.

ATTACHMENTS:

1. Budget Message
2. Draft Resolution for the Fiscal Year 2022-2023 General Fund Budget
3. Draft Resolution for the Fiscal Year 2022-2023 Budgets for the Special Revenue, Proprietary, Capital Projects, and Debt Service Funds
4. Fiscal Year 2022-2023 Recertification of Measure H Expenditure Plan
5. Fiscal Year 2022-2023 Annual Budget - Fund Summaries
6. Fiscal Year 2022-2023 Annual Budget - Fund Details
7. Fiscal Year 2022-2023 Capital Projects
8. Fiscal Year 2022-2023 Equipment Replacement Schedule
9. Fiscal Year 2022-2023 Preliminary Budget Presentation: June 6, 2022
10. Ennis Builders Preliminary Layout: West Castle Avenue
11. Porterville Mural Committee Request Letter - March 11, 2022

Appropriated/Funded: MB

Review By:

Department Director:

Item No. 21.

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	(\$ 708,560)	\$ 259,917

* 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

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET
FOR FISCAL YEAR 2022-2023

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS: The City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenditures of the General Fund of the City of Porterville for the 2022-2023 Fiscal Year based on the cash reserve balance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville General Fund Budget for the 2022-2023 fiscal year is adopted in the following amounts:

Operating Budget	\$31,822,817
Capital Projects	5,644,821
Debt Service	<u>1,598,169</u>
Total	<u>\$39,065,807</u>

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

PASSED, APPROVED AND ADOPTED this 20th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE SPECIAL REVENUE, PROPRIETARY,
CAPITAL PROJECTS, AND DEBT SERVICE FUNDS BUDGET
FOR FISCAL YEAR 2022-2023

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the Special Revenue, Proprietary, Capital Project, and Debt Service Funds for the period beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS: The City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenditures / expenses of the Special Revenue, Proprietary, Capital Projects, and Debt Service Funds of the City of Porterville for the 2022-2023 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Proprietary, Capital Projects, and Debt Service Funds budget for the 2022-2023 fiscal year, are adopted in the following amounts:

Operating Budget	\$ 56,353,221
Capital Outlay	170,296,893
Debt Service	<u>6,246,645</u>
Total	<u>\$232,896,759</u>

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2022-2023 fiscal year and the document, attached as Exhibit "A", reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax revenues for the 2022-2023 fiscal year.
3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**RECERTIFICATION FOR 2022-2023 FISCAL YEAR
MEASURE H EXPENDITURE PLAN**

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

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

Fiscal Year 2022-2023 Revenues

Sales Tax – Measure H Revenues	\$5,434,597
Interest	20,000
Other Revenues	<u>6,000</u>
Total Revenues	<u>\$5,460,597</u>

Fiscal Year 2022-2023 Expenditures

Maintain expanded patrol operations and gang suppression and narcotics operations with 10 sworn and 3 non-sworn Police personnel	\$1,913,032
Maintain 12 sworn Fire personnel and other operating expenditures for the new Public Safety Station	1,737,556
Public Safety Station building maintenance, utilities and insurance costs	176,000
Maintain public library hours, continue expansion of literacy services and programs with 3 full-time library assistants, part-time staffing and one third of a parks maintenance worker, and maintain the operations of the new Adult Learning Center at 15 E Thurman Ave.	<u>631,079</u>
Total Expenditures	<u>\$4,457,667</u>

John D. Lollis, City Manager

ANNUAL BUDGET



**FISCAL YEAR
2022-2023**

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

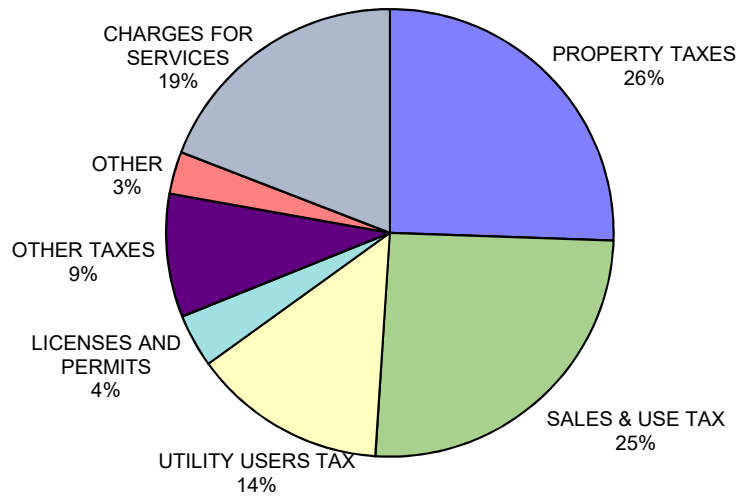
GENERAL FUND

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.

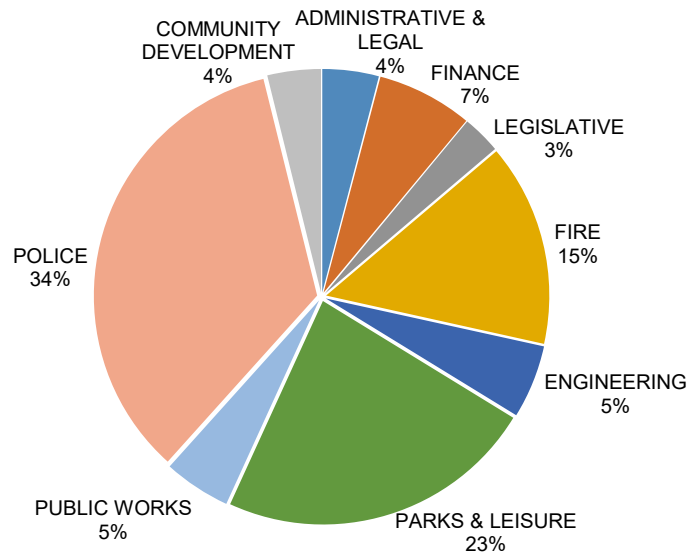
The projects proposed for fiscal year 2022-2023 total \$5,644,821 and include the following:

	<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
General Fund Revenues
2022 - 2023**



**City of Porterville
General Fund Expenditures
2022 - 2023**



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	490,000
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)	(1,598,169)
CalPERS UAL discretionary payment	-	-	-	(350,000)
Total other financing sources (uses)	1,579,125	1,996,428	106,791	(708,560)
Net Resources / (Appropriations)	\$ 3,515,566	\$ 181,308	\$ 5,072,084	\$ 259,917

**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
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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
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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**

GENERAL FUND EQUIPMENT REPLACEMENT

This fund was established to build up funds for the acquisition and replacement of vehicles and equipment for general fund activities including administrative, police and fire protection, planning and community development, public works, and parks and recreational services. Funds are deposited from the General Fund, Measure H Fund and Measure I Fund.

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

GENERAL FUND EQUIPMENT REPLACEMENT

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 Estimate
Available balance, beginning of year	\$ 4,809,575	\$ 5,783,443	\$ 5,462,379	\$ 6,252,281
Add:				
Revenues from:				
Federal and state grants	661,193	300,000	177,869	300,000
Interest income	68,442	100,000	120,000	100,000
Interdepartmental service charges	1,070,814	1,100,000	1,612,284	1,600,000
Other revenues	21,394	20,000	39,749	20,000
Total	1,821,843	1,520,000	1,949,902	2,020,000
Less:				
Appropriations for:				
Equipment replacement	1,126,065	1,012,000	1,110,000	2,732,000
Capital projects	42,974	85,000	50,000	-
Total	1,169,039	1,097,000	1,160,000	2,732,000
Available balance, end of year	\$ 5,462,379	\$ 6,206,443	\$ 6,252,281	\$ 5,540,281

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

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

This fund was established as a result of the voters' approval of a one-half cent increase in sales tax on the November 8, 2005 Special Consolidated Election ballot. This fund is used to account for revenues received from this district tax, which are restricted for police and fire protection services and for literacy programs.

**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

This fund was established as a result of the voters' approval of a one cent transactions and use tax on the November 6, 2018 Special Municipal Election ballot. This fund is used to account for revenues received from this district tax, to provide funds for the maintenance of essential local city services including police, fire, 9-1-1 emergency and medical aid response, street maintenance, and other services.

For the fiscal year 2022-2023, the following projects, totaling \$11,428,246 are proposed for funding:

	<u>Appropriation</u>
AC pavement repair and overlay program	\$ 500,000
Butterfield Corridor – W N Grand to PC (CGS)	400,000
FD emergency response vehicle preemption retrofit	65,000
Fire stations remodel	3,300,000
Fire training facility improvements	1,550,000
Grand Ave reconstruction – 4 th to Plano (design)	148,143
Montgomery Ave reconstruction – Jaye to H	827,603
Morton Ave reconstruction – design	150,000
Newcomb concrete improvements – Putnam & Tomah	400,000
Pavement management program	130,000
Sidewalk and ADA improvements	400,000
Street median rehabilitation	50,000
Union Ave reconstruction (ROW acquisition)	345,000
Villa St reconstruction – Olive to Henderson	2,607,500
Villa St reconstruction – Westfield to 650' South	555,000
Total	\$ <u>11,428,246</u>

**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 improvements	-	-	-	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	2,607,500
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	6,513,246
Available balance, end of year	\$ 11,315,218	\$ 8,339,116	\$ 15,585,002	\$ 8,967,482

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

AMERICAN RESCUE PLAN ACT FUND

This fund was created to account for monies received from the United States Department of the Treasury from the Coronavirus Local Fiscal Recovery Funds (CLFRF) established by the American Rescue Plan Act to provide support in responding to impacts of COVID-19. The City was allocated a total of \$19,984,717 of CLFRF relief funds which may be used:

- To respond to the COVID-19 public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency.
- To make necessary investments in water, sewer or broadband infrastructure.

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

AMERICAN RESCUE PLAN ACT

	2020-2021	2021-2022		2022-2023
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ -	\$ -	\$ 64,359	\$ -
Add:				
Revenues from:				
Federal grant - ARPA	9,566	-	3,105,892	10,963,000
Interest income	64,359	-	84,000	150,000
Total	73,925	-	3,189,892	11,113,000
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
- Golf course driving range improvements	-	-	-	300,000
Water infrastructure				
- SCADA system upgrade	-	-	-	2,500,000
Total	9,566	-	3,238,271	11,113,000
Available balance, end of year	\$ 64,359	\$ -	\$ -	\$ -

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

SPECIAL GAS TAX FUND

This fund was established in 1935 by Resolution No. 229. It is a restricted fund required by the State to account for monies received from gasoline taxes. Beginning in fiscal year 2017-2018, this fund is also used to account for funds received from the State's newly established Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1. The majority of this money must be expended for constructing or improving major city streets.

The projects and equipment proposed for fiscal year 2022-2023 total \$6,961,007, and include the following:

	<u>Appropriation</u>
Castle Avenue extension (design)	\$ 250,000
Cold mix overlay program	600,000
Cold milling machine rental	50,000
Grand Ave reconstruction – 4 th to Plano	1,000,000
GHHS streets record of survey	75,000
Henderson Ave rehabilitation – Patsy to Balmayne	482,000
Miscellaneous alleys	75,000
Miscellaneous city-owned curb, gutter & sidewalk	150,000
Newcomb – Olive to Porter Slough reconstruction	1,145,990
Newcomb at Olive traffic signal	618,017
Porter Road at Olive Ave traffic signal	700,000
Rapid flashing beacons	180,000
Rock crushing and screening	60,000
Signs and signals upgrade (countdown timers)	150,000
Street intersection safety evaluation	25,000
Upgrade of signals to ITS technology	100,000
Villa St reconstruction – Olive to Henderson	<u>1,300,000</u>
Total	\$ <u><u>6,961,007</u></u>

**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	6,961,007
Total	1,747,483	5,382,022	1,320,000	6,961,007
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	\$ 72,006

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

LOCAL TRANSPORTATION FUNDS (LTF) FUND

This fund is used to account for monies received from the County of Tulare for public transportation purposes. Revenues to each county's local transportation fund are derived from one-quarter cent of the sales tax collected in that county. Starting with fiscal year 2007-2008, additional revenues are included in the budget from the one-half cent sales tax measure (Measure R), which the voters of Tulare County approved in the November 2006 election. These funds are to be used for road and transportation improvements.

The projects proposed for fiscal year 2022-2023 total \$42,334,629, and include the following:

	<u>Appropriation</u>
Butterfield corridor improvements	\$ 8,450,000
Cold mix overlay program	400,000
D St frontage improvements and utilities	300,000
Date Ave widening – 'H' to Jaye	228,050
Dog park	50,000
Entry "Welcome" signs	130,000
Fourth St improvements (Grand to Henderson)	60,000
Gibbons Ave reconstruction (Main to Indiana ROW)	100,000
Henderson Ave rehabilitation (Patsy to Balmayne)	1,433,000
Henderson Ave rehabilitation (Balmayne to Westwood)	987,000
Henry St improvements (Putnam to Cleveland)	150,000
Indiana St culvert extension and sidewalk	75,000
Jaye Street Bridge – revegetation plan and monitoring	10,000
Lighted crosswalks – Henderson at Matthew	600,000
Lighted crosswalks – Newcomb at Mulberry	600,000
Main Street downtown reconstruction	1,138,897
Main Street storm drain improvements	812,050
Microsurfacing – various streets	2,648,000
Microsurfacing – Vandalia Ave	100,000
Morton Ave overlay	500,000
Multi-sports field improvements – restroom & storage	300,000
Newcomb – Olive to Porter slough reconstruction	1,383,835
Olive Ave bridge widening	500,000

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

	<u>Appropriation</u>
Olive Ave median island safety project	\$ 225,000
Parking lot – Main Street (JC Penney site)	100,000
Parking lot – Hockett and Cleveland	100,000
Plano Bridge revegetation plan & monitoring	10,000
Putnam Ave @ Elderwood curb, gutter, sidewalk	1,104,000
Public parking lots rehabilitation	150,000
Santa Fe byway improvements	3,601,826
SOTU specific plan connectivity:	
Newcomb Bridge – Tule River to Hwy 190 connection	220,000
Prospect Bridge – Tule River to northerly frontage road	220,000
Frontage road between Tule River & SR190	20,000
Frontage road south of SR190 (Worth alignment)	20,000
Scranton / Westwood / West realignment	3,200,000
SR190 corridor improvements (Westwood St intersection)	3,700,000
Teapot Dome airport gateway reconstruction	500,000
Tule River Parkway – lighting and amenities	120,000
Tule River Parkway – Phase III	1,989,126
Union Avenue reconstruction – Indiana to Jaye (design)	20,000
Vandalia median island	100,000
Veteran's Park trail amenities	150,000
Veteran's Park trail – Phase II	1,845,000
Villa Street reconstruction – Olive to Henderson (design)	19,720
Weed abatement – City ROWs and property	50,000
West / Worth runway realignment	2,760,000
Westfield at Lombardi traffic signal	600,000
Westfield at Westwood traffic mitigation	554,125
Total	\$ <u><u>42,334,629</u></u>

**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	5,768,000
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	42,334,629
Available balance, end of year	\$ 9,086,084	\$ 10,969,663	\$ 11,609,759	\$ 2,125,082

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

TRAFFIC SAFETY FUND

This fund was established based on Section 1463 of the Penal Code which states that all fines and forfeitures collected from any person charged with a misdemeanor under this code shall be deposited into a special fund known as the “Traffic Safety Fund.” These funds are to be used exclusively for official traffic control devices and the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city, but not for the compensation of traffic or other police officers. Prior to 1999, this revenue was recorded in the General Fund.

**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

This fund was established to account for the original gift of money and assets from the Pearle Zalud Estate. It is now used to account for the operations of the Zalud House Museum and to record other financial transactions, such as the investment income derived from the endowment.

**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

This fund was created to account for all financial transactions having to do with the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) which includes the First-time Homebuyers Program, the Owner-Occupied Housing Rehabilitation and Public Utility Program and the Business Assistance Program. CDBG funds also provide for the Park Improvement Program, the Neighborhood Improvement Program and the Community Youth Program.

In fiscal year 2022-2023, construction of the interim multi-use sports fields is proposed to be funded from CDBG funds in the amount of \$1,457,790.

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

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2021-2022		
	2020-2021 Actual	Original Estimate	Revised Estimate	2022-2023 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

This fund was established in fiscal year 1996-97 as a result of Assembly Bill 3229, Chapter 134, Statutes of 1996, which formulated the Citizen's Option for Public Safety Program. The plan allows proportionate shares of the State's appropriated funds to be allocated to qualifying local agencies for the purpose of financing front-line police services. This fund is also used to account for other public safety activities that have restricted funding requirements.

**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

This fund is used to account for the expenses of maintaining the sewer collection system and the Wastewater Treatment Plant. A sewer service charge is made to each person using the sewer system, and a sewer connection fee is charged for each new service to help defray maintenance costs.

This fund is established as a self-supporting enterprise fund, wherein revenues should be sufficient to cover the costs of maintaining and managing the collection and treatment systems.

**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

This fund was established to account for all money collected from sewer connection charges and sewer acreage fees. These resources are to be used for construction and replacement of trunk sewers, lateral sewers and to reimburse others who have advanced the cost of construction of sewer lines. This fund also receives payments from the Sewer Operating Fund for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2022-2023, the following projects, totaling \$18,239,760, are proposed for funding, including \$13,503,645 in sewer annexation funded by the proceeds from the issuance of the 2019 Sewer Revenue Certificates of Participation.

	<u>Appropriation</u>
Annexation sewer projects:	
Annexation 457 – Poplar/Brown/Wisconsin/Jaye	\$ 1,700,000
Annexation 474 – Boyles/Beverly/Prospect/Maston	2,500,000
Annexation 475 – Villa/Woods/Jaye/Mulberry	2,058,000
Annexation 476 – Yates/Worth/3 rd /4 th /Lincoln/Gibbons	2,850,000
Annexation 478 – Cobb/Dogwood areas	3,200,000
Annexation 479 – Roby Island area	2,547,613
Corporation yard parking lots rehabilitation	60,000
Lift station upgrade	100,000
Lift station #11 remediation (Henderson Ave rehab)	150,000
Lift station #18 (Westfield & Westwood) capacity analysis	15,000
MS4 permit and compliance program	86,138
MS4 discharge improvements	100,000
Master plan payback	323,009
Master plan update	125,000
Matthew St (Henderson to Monache) sewer analysis	25,000
Matthew St capacity analysis – LS #11	15,000
Newcomb – north of Mulberry – pump upgrade (LS#3)	50,000
Newcomb – W North Grand – pump upgrade (LS#4)	35,000
Newcomb reconstruction (Olive to Porter Slough)	1,000,000
Utility cover adjustments	300,000
Villa reconstruction (Olive to Henderson)	1,000,000
Total	\$ <u>18,239,760</u>

**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

This fund was established to accumulate funds from plant acreage fees and plant depreciation charges for future expansion of the Wastewater Treatment Plant. The depreciation charges are paid from the Sewer Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

The following capital projects and equipment, totaling \$5,990,000 are proposed for the fiscal year 2022-2023:

	<u>Appropriation</u>
Biosolids hauling	\$ 180,000
Boiler replacement	55,000
Digesters #1 and #4 repairs	1,825,000
Digester #4 valve and pump replacement	200,000
Digester cleaning, coating and piping replacement	110,000
Effluent outfall pump maintenance	120,000
Emergency generator (200KW)	150,000
Headworks grinder replacement	50,000
Manhole 10A inspection / repair	100,000
Office building replacement (design)	200,000
Plant #2 evaluation and repairs	150,000
Reclamation area pipeline installation	150,000
Safe drinking water supply deliveries	700,000
Septic station retrofit	70,000
Sludge / grit staging area (design)	150,000
Sludge line – Westwood Bridge over Tule River	30,000
Tertiary treatment plant – corporation yard	1,300,000
Treatment water filling station	150,000
WAS pump replacement	300,000
Total	\$ <u>5,990,000</u>

**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

This fund was established to account for revenues and expenditures incurred in the collection and disposal of solid waste, street sweeping, graffiti removal, household hazardous waste, and recycling.

This fund is a self-supporting enterprise fund, wherein revenues should be sufficient to cover all costs.

**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

This fund was established in fiscal year 2001/2002 as a reserve for capital expansion. Federal grant funds are received in this fund for the acquisition of alternative fuel equipment. Additional funds are deposited into this fund from the Solid Waste Operating Fund for equipment replacement.

Funds in the amount of \$760,000 are proposed for the following projects in fiscal year 2022-2023:

	<u>Appropriation</u>
Corporation yard parking lot rehabilitation	\$ 60,000
Transfer station concrete pad (green waste)	250,000
Transfer station cover	150,000
Transfer station scales	<u>300,000</u>
Total	\$ <u><u>760,000</u></u>

**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

This fund was established to account for all revenues and expenses connected with the operation of the Porterville Municipal Airport. The principal sources of revenue for this fund are hangar rentals, land leases and aircraft fueling operations.

**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

This fund was developed from the sale of released property at the Airport and is used to match federal grants awarded for the development of the Airport. It is also used to accumulate funds deposited by the Airport Operating Fund for the replacement of equipment.

For the fiscal year 2022-2023, the following capital projects in the amount of \$5,610,000 are proposed:

	<u>Appropriation</u>
Parallel and connecting taxiways rehabilitation	\$ 5,460,000
Restaurant painting – interior and exterior	30,000
Restaurant restrooms renovation/hazard abatement	70,000
Restaurant parking lot rehabilitation	<u>50,000</u>
Total	\$ <u><u>5,610,000</u></u>

**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

This fund was established by Resolution to account for all revenue and expenses incurred in the operation of the Porterville Municipal Golf Course. The principal source of revenue for this fund is green fees.

**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

This fund was established to build up funds for the replacement of equipment used at the Golf Course. Funds are deposited from the Golf Course Operating Fund.

**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

This fund was established to account for all income and expenses having to do with the City's water pumping storage and distribution system. The Water Fund is established as a self-supporting enterprise fund with water sales being the principal source of income.

**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

This fund was established in 1931 to reserve funds for the extension and replacement of lines in the City's water system. Funds are provided by acreage fees and service connection fees on new services, development fees and by depreciation payments from the Water Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. Projects proposed for fiscal year 2022-2023 total \$55,893,110, and includes the following:

	<u>Appropriation</u>
Corporation yard parking lot rehabilitation	\$ 180,000
Downtown pipe replacement	300,000
Drought-tolerant exhibition garden	140,500
East Porterville water infrastructure – phase 2:	
Booster pumps 1 & 2 upgrade – property acquisition	550,000
Well #34 (Akin/Central Mutual)	1,200,000
Electrical upgrades for water facilities	400,000
Generators	390,000
Grand Ave – 4 th St to Henrahan – 6" line	200,000
Henderson Ave rehabilitation – Patsy to Balmayne	1,235,000
Integrated Regional Water Management Plan & implementation	25,000
Martin Hill 3MG tank booster pump upgrade (VFD)	350,000
Master plan payback	385,244
Master plan update	125,000
Matthew St - Henderson to Monache	450,000
Newcomb – Henderson to Westfield	2,000,000
Newcomb – Olive to Porter slough – water line replacement	1,523,352
Pioneer – cross SR 65 – casing	100,000
Rehabilitate wells	150,000
River clean-up	200,000
SGMA compliance:	
Alternative water capacity sources	1,032,500
Coordination agreement and administration	100,000
Eastern Tule GSA/JPA local governance	120,000
Monitoring wells – construction	500,000
Monitoring wells – water quality testing	15,000

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

	<u>Appropriation</u>
SGMA recharge program:	
DR#23 – Center Basin	\$ 758,977
DR#28 – S Jaye St	1,135,000
DR#30 – Airport system	14,000,000
North recharge basin – NW of FKC, W of Westwood	1,010,911
Stormwater capture and recharge	680,000
Tule River/Jaye St dual-recharge basin	975,000
Storage reservoir rehabilitation program:	
Airport 300k water tank cathodic protection	50,000
East Porterville 3MG tank cathodic protection	80,000
Highland 305K tank cathodic protection	50,000
Scenic Heights tank coating and repair	1,200,000
Scenic Heights tank overflow	250,000
Success Reservoir enlargement project	175,000
Tertiary treatment plant – satellite plant	12,000,000
Tule River JPA administration	15,488
Tule River / Porter slough clearing	36,138
Utility cover adjustments	200,000
Villa St reconstruction – Olive to Henderson (water and storm line)	3,000,000
Water capacity program:	
Well #37 – includes piping (Tule River)	3,500,000
Water infrastructure review	25,000
Water meter radio read replacement project:	
Citywide meter replacement	4,280,000
Water meter fixed network data collector	800,000
Total	\$ <u>55,893,110</u>

**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	28,693,110
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	42,728,550
Available balance, end of year	24,435,575	10,520,780	16,001,957	8,813,407
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	\$ 5,737,883

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

GENERAL GOVERNMENT DEBT SERVICE FUND

This fund is used to account for the payment of principal and interest on general government debt including the 2021 Refinancing Project Certificates of Participation.

Debt service requirements for the fiscal year 2022-2023 include \$1,596,469 for the 2021 Refinancing Project Certificates of Participation.

**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	1,598,169
Total	1,674,185	1,634,345	1,572,343	1,598,169
Available balance, end of year	\$ 1,063,922	\$ 1,027,418	\$ 1,063,922	\$ 1,063,922

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

RISK MANAGEMENT FUND

This fund was created during fiscal year 1977-78 for the purpose of identifying, controlling, preventing, and transferring risk and to manage the City's insurance programs.

Since the City is self-insured, all reserves for potential liabilities and losses are accumulated in this fund. Revenues are derived from charges to departments and interest income.

For fiscal year 2022-2023, \$405,000 is appropriated for the following capital projects:

	<u>Appropriation</u>
City Hall key card / security enhancements	\$ 5,000
City Hall ADA improvements	200,000
ADA self-evaluation plan	<u>200,000</u>
Total	<u>\$ 405,000</u>

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

RISK MANAGEMENT FUND

		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

This fund is used as a revolving fund to accumulate the costs of maintaining the City's equipment and charging the appropriate fund and department for their proper expenses. Equipment owned by the County and Burton School District is also maintained in this fund, providing a substantial savings to the County and the District while giving the City more operating flexibility.

**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

This fund is used to accumulate funds from the Equipment Maintenance Operating Fund to pay for the replacement of equipment used by the Field Services Shop operations.

**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

The fund was established in 1990 to pay for the public landscaping at Westwood Estates. In 1991, the fund expanded to include the Industrial Park at the Airport and in 1992, the public-landscaped area of the Jasmine development on Hillcrest Street was added. Five more annexations were made to the district in 1993 and 1994, and six more in 1995. Currently, District 1 accounts for eighteen active project areas. Beginning with the 1998-99 fiscal year, additional Districts have been established to account for new neighborhoods.

The costs recorded in this fund are paid for by assessments to the benefited properties.

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

LANDSCAPE MAINTENANCE DISTRICTS FUND

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

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

TRANSPORTATION DEVELOPMENT FUND

This fund was established by Council action on May 5, 1998, to account for the collection and distribution of the newly-adopted Traffic Impact Fee, which is assessed on new developments. These funds are to be used for the implementation of the Circulation Element.

Expenditures from this fund are made through the Capital Projects Fund. For fiscal year 2022-2023, \$45,875 is proposed to fund the Westfield / Westwood traffic mitigation.

**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

This fund was established in 1988 to account for receipts of federal and state grants for the construction, improvement, maintenance, and acquisition of parks within the City. The current revenue stream consists of developer impact fees and interest income. These funds help pay for debt service on the Infrastructure Refinancing Bonds for that portion spent on the construction of the sports complex.

**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

This fund was established by the City Council in 1977 to account for storm drainage acreage fees from subdivisions and developers. The funds are used to finance storm drainage facilities.

Funds in the amount of \$2,441,655 are proposed in fiscal year 2022-2023 for the following projects:

	<u>Appropriation</u>
Drainage reservoir #18 (SR 65 & W North Grand)	\$ 500,000
Flood plain management	10,000
Master plan payback	144,086
Master plan update	125,000
N Grand storm drain – SR 65 crossing	338,531
Newcomb – Olive to Porter slough storm line	888,200
Pioneer ditch conversion	200,000
Zalud Park storm drain upgrade	<u>235,838</u>
Total	\$ <u><u>2,441,655</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	\$ <u>2,036,900</u>	\$ <u>2,689,297</u>	\$ <u>2,267,837</u>	\$ <u>2,691,920</u>
Add:				
Revenues from:				
Interest income	6,254	20,000	22,623	20,000
Development fees	<u>279,852</u>	<u>250,000</u>	<u>421,460</u>	<u>300,000</u>
Total	<u>286,106</u>	<u>270,000</u>	<u>444,083</u>	<u>320,000</u>
Add:				
Transfer from:				
General fund	<u>104,154</u>	<u>-</u>	<u>937</u>	<u>-</u>
Total	<u>104,154</u>	<u>-</u>	<u>937</u>	<u>-</u>
Less:				
Appropriations for:				
Capital projects	<u>159,323</u>	<u>2,441,655</u>	<u>20,000</u>	<u>2,441,655</u>
Total	<u>159,323</u>	<u>2,441,655</u>	<u>20,000</u>	<u>2,441,655</u>
Available balance, end of year	\$ <u><u>2,267,837</u></u>	\$ <u><u>517,642</u></u>	\$ <u><u>2,691,920</u></u>	\$ <u><u>570,265</u></u>

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

BUILDING CONSTRUCTION FUND

This fund was established in 1977 to accumulate monies for building new facilities to house the Police Department and to remodel and update the City Hall. The amounts in this fund have been derived from an accumulation of general reserves, sale of surplus real property and interest earnings.

Interest income from this fund is used for debt service of the 2021 Refinancing Certificates of Participation.

**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

ANNUAL BUDGET

Detail Reports



FY 2022/2023

General Fund

REVENUES

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
4811.3	Fingerprinting Fees	20,175	13,050	30	1,000	1,500	2,362	2,500
4811.5	Vehicle 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	-	-	-	-	-	-
4836.55	Special Programs Revenue	114,324	56,925	23,716	20,000	25,738	68,936	60,000
4836.56	RAP Program Revenue	161,524	114,272	308	30,000	90,864	207,225	200,000
4836.59	Day Camps Program Revenue	34,786	6,509	6,796	10,000	-	-	-
4836.63	Y.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
4836.64	Y.E.S. Jr High Program Revenue	326,834	343,685	276,946	250,000	62,270	285,376	360,120
4836.68	Tiny 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
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
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
<u>CITY CLERK</u>								
<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		<u>343,333</u>	<u>353,628</u>	<u>306,545</u>	<u>308,868</u>	<u>152,475</u>	<u>304,608</u>	<u>435,747</u>

General Fund
CITY ATTORNEY
ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY ATTORNEY
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 ATTORNEY								
OTHER EXPENSES								
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

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
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
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
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
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		1,163,590	1,458,943	1,480,760	1,553,852	742,860	1,476,506	1,687,371

General Fund
PUBLIC WORKS
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
ANNUAL BUDGET



FY 2022/2023

PARKS MAINTENANCE

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**

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
MURRY PARK								
<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		129,043	163,080	142,330	148,439	95,814	176,299	159,804

**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**

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
VETERAN'S PARK								
PERSONNEL SERVICES								
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
OTHER EXPENSES								
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
CAPITAL OUTLAY								
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		145,104	192,806	207,261	191,538	101,990	209,066	201,583

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
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>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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<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>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

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>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	59,906	57,213	68,826	67,778	33,552	55,454	67,778

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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
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>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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<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>

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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>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

<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>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

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

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

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

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

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		<u>1,504,019</u>	<u>1,733,070</u>	<u>1,711,929</u>	<u>1,612,114</u>	<u>952,161</u>	<u>1,759,876</u>	<u>1,737,556</u>

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

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

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

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

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

<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>COPS GRANT</u>								
<u>PERSONNEL SERVICES</u>								
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
<u>OTHER OPERATING COSTS</u>								
5020-005-440	Training Expense	-	-	363	1,000	-	-	-
TOTAL OTHER OPERATING COSTS		-	-	363	1,000	-	-	-
TOTAL COPS GRANT		<u>136,693</u>	<u>164,000</u>	<u>169,067</u>	<u>176,284</u>	<u>88,764</u>	<u>176,384</u>	<u>178,514</u>

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

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

LABORATORY

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
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

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

031 5030-084-010 Salaries, Regular
031 5030-084-030 Salaries, Overtime
031 5030-084-090 Benefits
031 5030-084-110 Vehicle Maintenance
031 5030-084-190 Other Equipment Maint
031 5030-084-230 Professional/Temp Service
031 5030-084-280 Administrative Expense
031 5030-084-430 Uniform Allowance
031 5030-084-670 Franchise Fee

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
71,548	65,010	73,903	76,745	37,849	73,668	75,000
-	-	-	1,000	-	-	-
39,984	37,872	40,576	46,047	20,110	39,962	45,000
144,010	156,349	161,704	173,196	80,164	148,359	160,000
72,000	60,000	60,000	60,000	30,000	60,000	60,000
121,658	137,951	180,503	140,000	71,961	184,247	185,000
3,123	3,123	3,123	3,123	1,562	3,123	3,123
205	200	200	350	65	173	400
2,957	2,957	2,957	2,957	1,481	2,959	2,957
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

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

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

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)	(42,728,550)
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

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

ANNUAL BUDGET



FY 2022/2023

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2022/23

EQUIPMENT MAINTENANCE

053 4601 Interest on Investments
053 4609 Rent of Equipment
053 4822 Fuel Sales
053 4897 Interdepartmental Serv Charge
053 4899 Other Service Charges
053 4995 Reimbursements & Refunds
053 4999 Other Revenues

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	31-Dec-21	PROJECTED FYE	2022/23 BUDGET
11,154	8,988	2,873	2,000	756	1,304	1,200
15,852	16,532	21,081	21,009	9,221	18,700	18,000
1,389,583	1,305,031	1,292,431	1,242,388	756,704	1,568,209	1,600,000
514,605	499,578	556,214	542,432	247,061	517,312	500,000
161,970	135,226	155,862	161,170	66,021	133,263	140,000
8,615	60,592	112,126	103,941	30,752	94,892	95,000
1,502,712	1,688,222	1,631,134	1,628,320	683,992	1,390,613	1,500,000
3,604,490	3,714,170	3,771,722	3,701,260	1,794,507	3,724,293	3,854,200

TOTAL REVENUE

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	100
061-5050-046-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		45	44	50	100	16	49	100

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	350
061-5050-049-660	Other Expenses	41	42	-	50	-	-	50
TOTAL		301	353	300	400	95	285	400

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

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
-	-	-	-	-	-	-
-	-	466	-	568	1,212	1,500
-	-	165	-	225	485	600
-	-	95	100	-	-	100
285	285	71	300	-	-	-
640	766	762	800	282	639	800
41	42	17	50	74	111	100
966	1,093	1,577	1,250	1,149	2,447	3,100
-	49	-	-	-	-	-
-	27	-	-	-	-	-
-	87	-	-	-	-	-
6,711	208	1,794	3,000	544	1,307	2,700
780	820	823	900	446	1,188	1,200
-	-	17	50	74	111	100
7,490	1,191	2,634	3,950	1,065	2,606	4,000
24	79	-	100	-	-	-
-	-	-	-	-	-	-
372	391	429	500	135	407	550
-	-	-	50	-	-	-
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 856 856 2,174
 061-5050-072-420 Utilities 1,726 1,973 2,051
 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 261 274 300
 061-5050-073-660 Other Expenses 41 42 -

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 78 86
 061-5050-074-660 Other Expenses 41 42 17

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**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>GENERAL GOVERNMENT</u>			
Animal shelter	89-9015	\$ 6,650,000	ARPA/donations/land sale
Development ordinance update		160,000	REAP grant
FD emergency response vehicle preemption retrofit		65,000	Measure I
Fire Stations remodel (design)		800,000	Measure I
FS #71 remodel		1,000,000	Measure I
FS #72 remodel		1,000,000	Measure I
FS #72 training facility:			
AV classroom updates		50,000	Measure I
Prop enhancements		1,000,000	Measure I
Asphalt rehab		500,000	Measure I
FS #73 remodel (Public Safety Building)		500,000	Measure I
Housing element		325,000	General Fund
PD dispatch computer consoles		400,000	American Rescue Plan Act grant
PD facility retrofit		50,000	Asset forfeiture fund
Technology upgrades:			
Conference rooms equipment		30,000	American Rescue Plan Act grant
Council chambers infrastructure		10,000	American Rescue Plan Act grant
Field Services campus fiber connection		100,000	American Rescue Plan Act grant
Field Services to City Hall connection		500,000	American Rescue Plan Act grant
IT office to blockhouse connection		30,000	American Rescue Plan Act grant
Public Safety Building to City Hall connection		500,000	American Rescue Plan Act grant
Microsoft Office 2021 Suite		80,000	Computer replacement fund
Records management - records digitization		8,000	General Fund
TOTAL		\$ 13,758,000	
<u>STREETS & SIGNALS</u>			
Castle Avenue extension	89-9181	\$ 250,000	STP
D St frontage improvements and utilities (animal shelter)	89-9181	\$ 300,000	LTF
Date Ave widening - 'H' to Jaye	89-9197	228,050	LTF
Downtown parking lots:			
Main Street parking lot		100,000	LTF
Hockett & Cleveland parking lot		100,000	LTF
Fourth Street improvements (Grand to Henderson)		60,000	LTF
Gibbons Avenue reconstruction - Jaye to Indiana		100,000	LTF
Grand Ave reconstruction - 4th to Plano	89-91106	1,148,143	Measure I / SB1 - RMRA
Granite Hills High School streets record of survey	89-9145	75,000	STP
Henderson Ave rehabilitation (Patsy to Balmayne)	89-91108	1,915,000	SB1 RMRA / Measure R - local
Henderson Ave rehabilitation (Balmayne to Westwood)		987,000	Measure R Local

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

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Henry St improvements - design		150,000	LTF
Indiana St culvert extension and sidewalk		75,000	Measure R Local
Jaye Street Bridge - revegetation plan & monitoring		10,000	LTF
Lighted crosswalks - collector & arterial:			
Henderson @ Matthew		600,000	LTF
Newcomb @ Mulberry		600,000	LTF
Main Street downtown reconstruction - design	89-91101	138,897	LTF
Main Street Ph II - Morton to Putnam reconstruction	89-91101	1,000,000	LTF
Microsurfacing:			
Date Avenue - Plano to Park		75,000	Measure R - Local
Date Avenue - Main to Plano		300,000	Measure R - Local
Henderson Avenue - Jaye to Second		500,000	Measure R - Local
Main Street - Date Ave to 1/4 mi South of College		500,000	Measure R - Local
Matthew Street - Westfield to Castle		230,000	Measure R - Local
W North Grand Avenue - Rose to Main		1,000,000	Measure R - Local
Plano Street - Westfield to 1/4 mi N of Westfield		43,000	Measure R - Local
Vandalia Avenue - Indiana to Jaye		100,000	LTF
Miscellaneous alleys	89-9103	75,000	STP
Miscellaneous City-owned curb, gutter and sidewalk	89-9104	150,000	STP
Montgomery Ave reconstruction - Jaye to H	89-91105	827,603	Measure I
Morton Ave overlay		500,000	LTF
Morton Ave rehabilitation / reconstruction - design		150,000	Measure I
Newcomb - Olive to Porter Slough reconstruction	89-91104	2,929,825	LTF / SB 1 - RMRA / Measure I
Newcomb at Olive traffic signal	89-9156	618,017	STP / HSIP
Olive Ave bridge widening project (City/County)		500,000	HBP
Olive Ave median island safety project (Beverly to Maston)		225,000	Measure R - Local
Pavement mgt program citywide evaluation	89-9127	130,000	Measure I
Plano Bridge - revegetation plan & monitoring	89-9135	10,000	LTF
Porter Road at Olive Ave traffic signal		700,000	Special gas tax / HSIP
Putnam Ave @ Elderwood curb, gutter, sidewalk		1,104,000	ATP / Measure R - AT
Rapid flashing beacons:			
Elderwood @ BMS, incl curb ramps		60,000	Special gas tax
Putnam @ Putnam School, incl curb ramps		60,000	Special gas tax
Westfield and Linda Way, inc curb ramps		60,000	Special gas tax
Rock crushing and screening		60,000	STP
Self performance streets program:			
Cold mix overlay program	89-9101	1,000,000	STP / Measure R Local
Cold milling machine rental	89-9191	50,000	Special gas tax
AC pavement repair and overlay program (hot mix)	89-9138	500,000	Measure I
Public parking lots rehabilitation	89-9153	150,000	LTF
Sidewalk and ADA improvements		400,000	Measure I
Signs and signals upgrade (countdown timers)	89-9111	150,000	Special gas tax

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

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
SOTU specific plan connectivity:			
Newcomb Bridge - Tule River to Hwy 190 connection	89-9178	220,000	Measure R - Reg
Prospect Bridge - Tule River to northerly frontage road		220,000	Measure R - Reg
Frontage road between Tule River & SR190 (northerly frontage)		20,000	Measure R - Reg
Frontage road south of SR190 (Worth alignment)		20,000	Measure R - Reg
Scranton/Westwood/West/Worth realignment		3,200,000	Measure R - Reg
SR 190 corridor improvements between Westwood and Plano:			
Westwood St intersection		3,700,000	Measure R - Reg
Street intersection safety evaluation	89-9105	25,000	STP
Teapot Dome airport gateway reconstruction project		500,000	Measure R - Reg
Union Ave reconstruction - Indiana to Jaye	89-91107	365,000	Measure I / LTF
Upgrade of signals to ITS technology		100,000	Special gas tax
Vandalia median island	89-9141	100,000	LTF
Villa St reconstruction - Olive to Henderson	89-91102	3,927,220	Measure I / LTF / SB 1 - RMRA
Villa St - Westfield to 650" South		555,000	Measure I
West / Worth realignment		2,760,000	Measure R - Reg
Westfield @ Lombardi traffic signal		600,000	LTF
Westfield @ Westwood - Burton traffic mitigation		600,000	LTF / Transportation impact fees
Westwood St - Henderson to Westfield		435,000	Bond proceeds
TOTAL		<u>\$ 38,341,755</u>	

STORM DRAIN

Drainage reservoir #18 (SR65 & W North Grand)	89-9270	\$ 500,000	Developer Fees
Flood plain management	89-9261	10,000	Developer Fees
MS4 permit and compliance program	89-9274	86,138	Sewer Revolving Fund
MS4 - discharge improvements		100,000	Sewer Revolving Fund
Main Street - storm drain improvements (Thurman/Third)	89-9278	812,050	LTF
Master plan payback	89-9208	144,086	Developer Fees
Master plan update	89-9258	125,000	Developer Fees
N Grand storm drain - SR 65 crossing	89-9267	338,531	Developer Fees
Newcomb - Olive to Porter Slough storm line	89-9277	888,200	Developer Fees
Pioneer ditch conversion - Zalud Park to Westfield		200,000	Developer Fees
Zalud Park storm drain upgrade	89-9229	235,838	Developer Fees
TOTAL		<u>\$ 3,439,843</u>	

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

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>PARKS AND LEISURE SERVICES</u>			
ADA playground wood fiber - various parks		\$ 25,000	GF Deferred Maintenance Reserve
Butterfield Stage Corridor Improvements:			
W North Grand to Porterville College	89-91110	7,800,000	ATP / Measure I / Measure R - Alt
Tule River Bridge		750,000	Measure R - Alt
Porterville College to Yates		300,000	Measure R - Alt
City Hall key card / security enhancement		5,000	Risk Management Fund
City hall ADA improvements	89-9453	400,000	Risk Management Fund
City hall painting and rehab (inside)		50,000	GF Deferred Maintenance Reserve
City hall roof replacement		290,000	GF Deferred Maintenance Reserve
Dog park	89-9407	50,000	Measure R - Alt
Drought-tolerant exhibition garden	89-9450	140,500	Water replacement fund
Fieldhouse / Community Center (design)		1,500,000	Prop 68
Golf course driving range netting & poles		300,000	ARPA
Hayes Field lights		750,000	ARPA
Library - new facility - acquisition, design & environmental		2,500,000	GF - insurance proceeds
Multi-Sport field improvements:			
Interim multi-use fields		1,457,790	CDBG
Restroom facilities and storage		300,000	Measure R - Alt
Murry Park pavilion 2 renovation		30,000	GF Deferred Maintenance Reserve
Murry Park pool replaster		70,000	GF Deferred Maintenance Reserve
Putnam property improvements (Henry St Community Ctr)	89-9499	300,000	GF - insurance proceeds
Santa Fe byway improvements		3,601,826	Clean CA grant
Skateboard park improvements		180,000	Prop 68 grant
Sports complex lighting	89-9452	61,821	General Fund Reserve (CEQA mitigatic
Sports complex baseball field		1,000,000	ARPA
Street median rehabilitation	89-9456	50,000	Measure I
Tule River Parkway - lighting and amenities (design)		120,000	Measure R - Alt
Tule River Parkway, Phase III	89-9439	1,989,126	CMAQ / Measure R - Alt
Veteran's Park Trail - paving and lighting		1,845,000	CMAQ / Measure R - Alt
Veteran's Park Trail amenities (design)		150,000	Measure R - Alt
TOTAL		\$ 26,016,063	

SEWER

Annexation sewer projects:

Area 457 - Poplar/Brown/Wisconsin/Jaye	\$ 1,700,000	Sewer Revolving Fund
Area 474 - Boyles/Beverly/Prospect/Maston	2,500,000	Sewer bond proceeds / SRF
Area 475 - Villa/Woods/Jaye/Mulberry	2,058,000	Sewer bond proceeds
Area 476 - Yates/Worth/3rd/4th/Lincoln/Gibbons	2,850,000	Sewer bond proceeds
Area 478-Cobb/Dogwood/Elderwood/Putnam/Thurman/Harrison	3,200,000	Sewer bond proceeds

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

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Area 479-Atkins/Lucy/Waukesha/Maston/Cobb/Slaughter/Roby		2,547,613	Sewer bond proceeds
Henderson Ave rehab (Patsy to Balmayne) LS#11 remediation		150,000	Sewer revolving fund
Lift station upgrade	89-9645	100,000	Sewer revolving fund
Lift station #11 Matthew St capacity analysis	89-9633	15,000	Developer Fees
Matthew St - sewer analyis (Henderson to Monache)		25,000	Sewer revolving fund
Lift station #18 Westfield & Westwood capacity analysis		15,000	Developer Fees
Master plan payback	89-9604	323,009	Developer Fees
Master plan update	89-9660	125,000	Developer Fees
Newcomb - North of Mulberry pump upgrade (LS#3)	89-9634	50,000	Developer Fees
Newcomb - W North Grand pump upgrade (LS#4)	89-9653	35,000	Developer Fees
Newcomb - Olive to Porter Slough 30" sewer line		1,000,000	Sewer revolving fund
Villa reconstruction - Olive to Henderson		1,000,000	Sewer revolving fund
TOTAL		\$ 17,693,622	

WATER

Downtown pipe replacement program		\$ 300,000	Water replacement fund
East Porterville water infrastructure - Phase 2:			
Booster pumps 1 & 2 upgrade - property acquisition	89-9745	550,000	Water replacement Fund
Well #34 (Akin/Central Mutual)	89-9749	1,200,000	SWRCB grant
Electrical upgrades for water facilities		400,000	Water replacement fund
Generators (100kw, 200kw and 400kw)		390,000	Water replacement Fund
Grand Ave - 4th St to Henrahan - 6" line		200,000	Water replacement Fund
Henderson Ave rehab (Patsy to Balmayne)		1,235,000	Water replacement Fund
Integrated Regional Water Mgt Plan & implementation		25,000	Water replacement Fund
Martin Hill 3MG tank booster pump upgrade (VFD)		350,000	Water replacement Fund
Master plan payback	89-9768	385,244	Developer Fees
Master plan update	89-9703	125,000	Developer Fees
Matthew St - Henderson to Monache		450,000	Water replacement Fund
Newcomb - Henderson to Westfield		2,000,000	Water replacement Fund
Newcomb - Olive to Porter Slough/water line replacement	89-9704	1,523,352	Water replacement Fund
Pioneer - cross SR 65 - casing		100,000	Developer Fees
Rehabilitate wells	89-9736	150,000	Water replacement fund
River clean-up		200,000	Water replacement Fund
SCADA (Supervisory Control and Data Acquisition) sytem		2,500,000	ARPA
SGMA compliance:			
Alternative water capacity sources		1,032,500	Water replacement Fund
Coordination agreement and administration	89-9748	100,000	Water replacement Fund
Eastern Tule GSA/JPA local governance	89-9748	120,000	Water replacement Fund
Monitoring wells - construction		500,000	Water replacement Fund
Monitoring wells - water quality testing		15,000	Water replacement Fund

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

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
SGMA Recharge program:			
DR#23 - Center Basin	89-9733	758,977	Water replacement Fund
DR#28 - S Jaye St		1,135,000	Water replacement Fund
DR#30 - Airport system		14,000,000	Water COPs
North recharge basin - NW of FKC, W of Westwood	89-9734	1,010,911	Water replacement Fund
Stormwater capture and recharge		680,000	Water replacement Fund
Tule River/Jaye St dual-recharge basin and infras impr		975,000	Water replacement Fund
Storage reservoir rehabilitation program:			
Airport 300k water tank cathodic protection		50,000	Water replacement fund
East Porterville 3MG tank cathodic protection	89-9791	80,000	Water replacement fund
Highland 305K tank cathodic protection		50,000	Water replacement Fund
Scenic Heights tank coating and repair	89-9790	1,200,000	Water replacement fund
Scenic Heights tank overflow	89-9790	250,000	Water replacement fund
Success Reservoir enlargement project	89-9048	175,000	Water replacement fund
Tertiary treatment plant - satellite plant (PADA)	89-97100	12,000,000	Water COPs / SWRCB
Tule River JPA administration	89-9046	15,488	Water replacement fund
Tule River/Porter Slough clearing	89-9038	36,138	Water replacement fund
Villa reconstruction - Olive to Henderson (incl storm line)		3,000,000	Water replacement fund
Water capacity program:			
Well #37 - includes piping (Tule River)		3,500,000	Water replacement fund
Water infrastructure review	89-9798	25,000	Water replacement fund
Water meter radio read replacement project:			
Citywide meter replacement	89-9760	4,280,000	Water replacement Fund
Water meter fixed network data collector	89-9760	800,000	Water replacement Fund
TOTAL		\$ 57,872,610	

WASTEWATER TREATMENT FACILITY

Biosolids hauling	\$	180,000	WWTF reserve fund
Boiler replacement		55,000	WWTF reserve fund
Digesters #1 and #4 repairs		1,825,000	WWTF reserve fund
Digester #4 valve and pump replacement		200,000	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	110,000	WWTF reserve fund
Effluent outfall pump maintenance		120,000	WWTF reserve fund
Emergency generator (200kw)		150,000	WWTF reserve fund
Headworks grinder replacement		50,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	100,000	WWTF reserve fund
Office building replacement (design)	89-9678	200,000	WWTF reserve fund
Plant #2 evaluation and repairs		150,000	WWTF reserve fund
Reclamation area pipeline installation		150,000	WWTF reserve fund
Safe drinking water supply deliveries		700,000	WWTF reserve fund
Septic station retrofit	89-9648	70,000	WWTF reserve fund

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

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Sludge / grit staging area (design)		150,000	WWTF reserve fund
Sludge line - Westwood Bridge over Tule River		30,000	WWTF reserve fund
Tertiary treatment plant - corporation yard	89-9672	1,300,000	WWTF reserve fund
Treatment water filling station		150,000	WWTF reserve fund
WAS / RAS pump replacement		300,000	WWTF reserve fund
TOTAL		<u>\$ 5,990,000</u>	

TRANSIT

Bus maintenance facility (Prospect St)			
Fuel management system		\$ 200,000	FTA grant / LTF
Renewable energy - solar improvements		1,000,000	FTA grant / LTF
Security improvements		500,000	FTA grant / LTF
Electric buses		2,748,000	CMAQ / LTF
Multi-modal corridor rail ROW improvements		60,000	FTA grant / LTF
New bust maintenance facility		1,500,000	FTA grant / LTF
Transit center improvements - exterior and lobby		75,000	FTA grant / LTF
Transit signage at transit shelters	89-9303	100,000	FTA grant / LTF
Transit signal preemption	89-9305	500,000	FTA grant / LTF
TOTAL		<u>\$ 6,683,000</u>	

AIRPORT

Rehab parallel and connecting taxiways	89-9968	\$ 5,460,000	FAA / Airport Development Fund
Restaurant painting - interior and exterior		30,000	Airport Operating Fund
Restaurant restrooms renovation/hazard abatement	89-9962	70,000	Airport Operating Fund
Restaurant parking lot rehabilitation	89-9964	50,000	Airport Operating Fund
		<u>\$ 5,610,000</u>	

MISCELLANEOUS

Corporation yard parking lots rehabilitation		\$ 300,000	WRF / SRF / SW Reserve
Entry "Welcome" signs		130,000	LTF / Measure R-Reg
Mechanical screening - city hall		25,000	GF Deferred Maintenance Reserve
Shop hydraulic lift installation		280,000	Equipment Replacement fund
Transfer station concrete pad (green waste)		250,000	Solid Waste reserve fund
Transfer station cover		150,000	Solid Waste reserve fund
Transfer stations scales		300,000	Solid Waste reserve fund
Utility cover adjustments		500,000	Water replacement/sewer revolving
Weed abatement - City transportation facilities		50,000	LTF
		<u>\$ 1,985,000</u>	

TOTAL PROJECTS		<u>\$ 177,389,893</u>	
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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)	\$11,428,246
Measure R - Alternative Transportation (Measure R AT)	\$3,074,511
Measure R - Local (Measure R Local)	\$5,768,000
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)	\$3,927,990
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	\$177,389,893

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
	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	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
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%	
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 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%	
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)											
Design								\$5,300,000			Unfunded
Teapot Dome Airport Gateway Reconstruction Project											
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

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 - Street Reconstruction	\$1,200,000										MI
	\$1,300,000										SB1
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 \$47,087,340											

Street Projects
Storm Drain Projects
Sewer Projects
Water Projects

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%	
SUMMARY OF BRIDGES AND STREETS FUNDING											
General Fund (GF)		\$0	Road Repair & Accountability Act Funds (SB1)					\$3,927,990			
General Fund Carryover (GF CO)		\$0	Sewer Bond Refinance (Sewer Bond Refi)					\$0			
Highway Bridge Program (HBP)		\$500,000	Sewer Developer Fees (Sewer DF)					\$85,000			
Highway Safety Improvement Program (HSIP)		\$0	Sewer Revolving Fund (SRF)					\$2,535,000			
Local Transportation Funds (LTF)		\$4,982,552	Special Gas Tax (SGT)					\$50,000			
Measure I (MI)		\$6,113,246	Storm Drain - Developer Fees (Storm Dr DF)					\$888,200			
Measure R - Alternative Transportation (Measure R AT)		\$610,000	Storm Drain Reserve (Storm Dr Reserve)					\$0			
Measure R - Local (Measure R Local)		\$5,768,000	Surface Transportation Program (STP)					\$1,210,000			
Measure R - Regional (Measure R Reg)		\$10,640,000	Water - Developer Fees (Water DF)					\$0			
SWRCB Loan/Grant (SWRCB)		\$0	Water Replacement Fund (WRF)					\$8,788,352			
Certificate of Participation (COP)		\$435,000	Active Transportation Program (ATP)					\$494,000			
Solid Waste Reserve (SW Reserve)		\$60,000	Unfunded					\$0			
Total								\$47,087,340			

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										WWTR

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

**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 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	\$ 2,732,000
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
	Sideloader (3)	\$ 1,050,000
	Total Solid Waste Equipment Replacement	\$ 2,230,000
	TOTAL 2022/23 EQUIPMENT REPLACEMENT	\$ 5,575,000



CITY OF PORTERVILLE

City Council: June 6, 2022
FY 2022-23 Proposed Budget

FY 2022-23

Priority Projects

- * New Library: \$32,500,000 (insurance proceeds and State grant)
- * Local Street Improvements: \$13,381,000 (construction)
- * Wastewater Tertiary Treatment: \$12,000,000 (casino project)
- * New Community Recreation Center: \$11,000,000 (Prop 68 grant)
- * New Animal Shelter Facility: \$7,550,000 (ARPA)
- * Serious Accident Review Team (SART): \$5,000,000 (Measure I)
- * Lighted Baseball Field: \$1,000,000 (ARPA)
- * Henry Street Park Improvements: \$300,000 (insurance proceeds)
- * Interim Library Facility: \$336,000 (insurance proceeds)
- * Skate Park Shade Structure and Lighting: \$180,000 (Prop 68 grant)
- * State Routes 65 and 190 Community Welcome Signs: \$70,000 (GFR)
- * Sports Complex Completion: \$62,000
- * Westwood Bridge Widening (Tule River); Newcomb/Olive/Prospect
- * American Rescue Plan Act (ARPA) Funding

FY 2022-23 Proposed Budget

Street Projects

<u>Street:</u>	<u>Segment:</u>	<u>Estimate:</u>
Villa St	Olive Ave – Henderson Ave	\$ 3,928,000
Newcomb St	Olive Ave – Morton Ave	\$ 2,930,000
Henderson Ave	Westwood St – Patsy St	\$ 2,902,000
Grand Ave	4th St – Plano St	\$ 1,149,000
Main St	Putnam Ave – Morton Ave	\$ 1,139,000
Montgomery St	Jaye St – H St	\$ 833,000
Union Ave	Indiana St – Jaye St	\$365,000 (Design)
Morton Ave	Westwood St – Plano St	\$300,000 (Design)
Westwood St	Henderson Ave – Westfield Ave	\$260,000 (Design)
Date Ave	H St – Kessing St	\$228,000 (Design)

FY 2022-23

Capital Projects

- * Annexation Sewer Projects: \$14,855,000 (Sewer)
- * Fire Station Remodels: \$3,300,000 (Measure I)
- * Tule River Parkway, Phase III: \$1,990,000 (MR)
- * Veterans Park Trail, Phase II: \$1,845,000 (CMAQ)
- * Mini-Pitch Sports Complex: \$1,758,000 (CDBG)
- * Fire Training Facility: \$1,550,000 (Measure I)
- * Lighted Baseball Field: \$1,000,000 (ARPA)
- * Hayes Field Lighting: \$750,000 (ARPA)
- * Golf Course Poles/Netting: \$300,000 (ARPA)

“Other” Major Projects

- * East Porterville Water Connection Project
- * Casino Storm Drain Recharge Basin
- * State Route 190 Improvements
- * Water Infrastructure/SGMA Preparation
- * Butterfield Stage Corridor Improvements
- * Rails-to-Trails Improvements
- * Airport Taxiways Rehabilitation

FY 2022-23 Proposed Budget

General Fund

Revenues: \$32,791,294

Expenditures: \$31,822,817

\$ 968,477

Transfers: \$ 708,560

\$ 259,917

FY 2022-23 Proposed Budget

General Fund

<u>FY:</u>	<u>Revenue:</u>	<u>Expenditures:</u>	<u>Transfers:</u>	<u>Balance:</u>
17-18	\$26,775,712	\$25,857,092	\$ 620,896	\$ 297,724
18-19	\$28,212,158	\$27,062,006	\$ 875,456	\$ 274,696
19-20	\$28,667,785	\$28,801,011	\$1,028,253	\$1,161,479
20-21	\$32,230,698	\$30,294,257	\$1,579,125	\$3,515,566
21-22*	\$32,068,566	\$27,103,273	\$ 106,791	\$5,072,084
22-23#	\$32,791,294	\$31,822,817	\$ 708,560	\$ 259,917

(* Estimate; # Proposed)

FY 2022-23 Proposed Budget



General Fund Reserve Funds: \$16,560,000

- * Equipment Replacement: \$6,200,000
- * Budget Stabilization (15%): \$4,680,000
- * Catastrophic/Emergency (10%): \$3,120,000
- * Infrastructure Improvement: \$946,000
- * Facility Deferred Maintenance: \$750,000
- * Capital Improvement: \$864,000

FY 2022-23 Proposed Budget



Proposed New Positions:

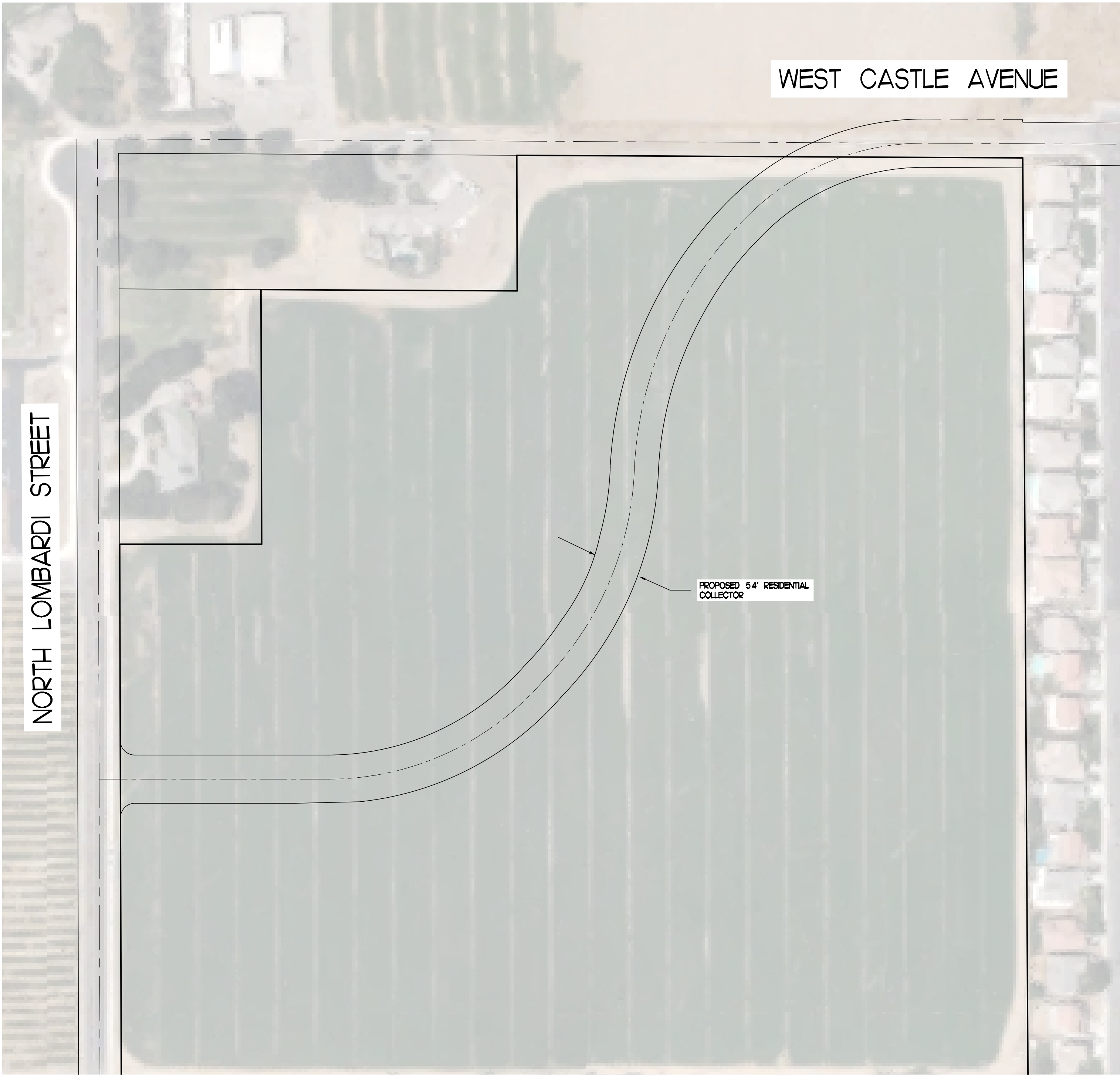
- * Administrative Assistant (Code Enforcement)
- * Assistant City Engineer
- * Chief Financial Officer
- * Clerical Assistant (Administration)
- * Code Enforcement Officer (2)
- * Crime Analyst
- * Information Technology Technician
- * Parks Maintenance Worker II (weed abatement)
- * Social Worker

FY 2022-23 Proposed Budget



Budgetary Considerations:

- * Parks Impact Fee Report
- * Refuse Rate Study
- * Sewer/Storm Drain Rate Study
- * Water Rate Study
- * Pension Funding Policy
- * "Time Marches On" Mural Repair
- * Mighty 190 Committee Funding

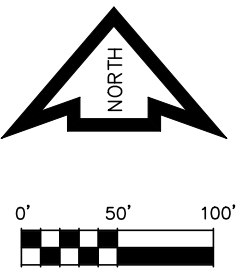


PRELIMINARY LAYOUT

*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*

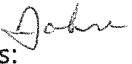
OWNER: BEN ENNIS

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".

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. FAEL, Inc. (aka Fine Art Conservation Laboratories)
faelartdoc@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 20, 2022

SUBJECT: Annual Adjustment of Fees by Application of the Engineering News-Record (ENR) Cost Index

SOURCE: Engineering and Project Management

COMMENT:

In accordance with prior City Council authorization, staff calculates and adjusts all of the attached fees annually. The policy, as of 2003, is to provide the Council notice of all the proposed adjustments, whether the fees are subject to the Mitigation Fee Act or not, sixty (60) days before the new fees become effective. The fees are adjusted annually by application of the Engineering News-Record (ENR) Cost Index.

Most of the fees in Exhibit "H" Connection Fees and Exhibit "A" Park Impact Fees were in effect prior to January 1, 1989, (the effective date of the Mitigation Fee Act) and have only been increased by the ENR 20-City Construction Cost Index. The fees subject to the Act that were adopted or increased after its effective date were adopted or increased in accordance with those regulations. City staff has given sixty (60) days notice to the Building Industry Association (BIA) for the fees covered by the Mitigation Fee Act, along with notice to local developers and engineering firms of the proposed impact fee increase.

At its meetings on August 3 and August 17, 2021, Members of Council expressed concern regarding the Parks Impact Fee amount in comparison to other agencies in the area and the corresponding effect on new community park development. At Council's direction, staff has been diligently researching the history of the City's Park Impact Fee and its expenditure since its adoption in January 1999, which a summary report is attached. Staff is legally unable to propose changes or review this fee outside of what has already been noticed, as Government Code Section 66016 requires proper noticing and making public the data justifying any proposed changes at least fourteen (14) days prior to the Hearing. In addition, as previously mentioned, the City has an agreement with BIA to notify them of any fee changes at least sixty (60) days prior to implementation. Council may direct staff to return with a separate item to authorize the necessary studies and steps that are required to make additional changes to the fee beyond the ENR Cost Index.

If approved, the new fees will take effect on July 1, 2022.

RECOMMENDATION:

That City Council:

1. Conduct the Public Hearing and consider all public testimony;
and
2. Implement the ENR Cost Index automatic increase for Fiscal
Year 2022-2023 of 8.14%.

ATTACHMENTS:

1. Exhibit A Park Impact Fees
2. Exhibit H Connection Fees
3. California Government Code 66016
4. Park Impact Fee Summary

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

EXHIBIT 'A'

PARK IMPACT FEES ◇

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

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

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

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

◇ Fees Covered by the Mitigation Fee Act

EXHIBIT 'H'
CONNECTION FEES

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

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

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

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

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

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

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

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

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

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

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

Δ Resolution Establishing ENR Annual Adjustment

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

◇ Fees Covered by the Mitigation Fee Act

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

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

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

State of California

GOVERNMENT CODE

Section 66016

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

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

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

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

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

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

PARK IMPACT FEE SUMMARY

When the City Council considered the annual adjustment of fees by application of the Engineering News Record (ENR) Cost Index at its meeting on August 17, 2021, Members of Council expressed its disappointment in the limited amount of the City's Park Impact Fee in comparison to other local jurisdictions, and directed staff to research the history of the City's Park Impact Fees. Below is a summary of the history behind the development and calculation of the City's Park Impact Fees, with supporting documentation.

The concept of City development fees began in 1988 when the City adopted Ordinance 1402, entitled "Fees and Services/Cost Control System" to the Municipal Code. The Ordinance called for the adoption of annual fees and services by City Council based on a study that had been provided by the Management Services Institute (M.S.I).

In 1990, Ordinances were adopted establishing fees for Water Facilities, Wastewater Facilities and Storm Drainage Facilities for all new development within the city of Porterville, along with accompanying Resolutions that set the fees. An Ordinance had been drafted establishing a fee to generate revenue for the Park Capital Improvement Fund, as well as a Resolution setting the fees, but neither were considered by the Council and no further action was taken.

In 1994, a Parks and Recreation Element was adopted based on the recommendation from the M.S.I. report from 1988. General Plan Amendment 3-93 was approved to include The Parks and Recreation Element into the City's General Plan. Resolution 30-94 detailed the purpose of the General Plan Amendment, which was to guide the city toward maintaining and improving quality of life through needed park facilities and recreation programs. A park impact fee was proposed as a funding method and a rate schedule was provided. Not all Council members agreed with the concept of an impact fee and passed the Park Element without adopting a method of funding and fees were not collected.

Park Impact Fees were discussed again in 1998, when the City reviewed the Park Element, with the possibility of a developing a local sports complex facility. Over several months, staff identified different sites and funding sources, with the Council ultimately determining the Airport site for the location. After reviewing the different funding options, Council voted on implementing a Park Impact Fee which could be used for the acquisition and development of park projects, and/or for debt service on loans to create facilities. In January 1999, Ordinance No. 1567 was adopted establishing the authority to impose a Park Impact Fee for all new residential development, and Resolution 2-99 set the Park Impact Fee effective March 1, 1999. The fees adopted were based on the Park and Recreation Element recommendations from 1994 and would continue to be increased annually by the Engineering New Record Construction Cost Index.

When the Park Impact Fee was established in 1999, the estimated cost of development of the Porterville Sports Complex at the Airport location was \$1.5 million. The Sports Complex project was completed in 2003, with final construction costs of \$3.15 million, more than twice the estimated cost. The primary funding sources of project was General Fund Reserves (\$809,129) and a State parks grant (\$341,000), however, given the increase in costs, funding sources included internal loans from the 1998 Infrastructure Certificates of Participation (\$1,379,000), the 1992 Sewer Certificates of Participation (\$230,887), the 1992 Water Certificates of Participation (\$215,503), and proceeds from the refunding of the 1992 Public Building Certificates of Participation (\$169,471).

Since the inception of the Park Impact Fee in 1999, total fees collected are \$1,930,884, which have been used to pay down the 1998 Infrastructure Certificates of Participation (loan fully paid in the 2020-2021 Fiscal Year) and interest on the 1992 Sewer and Water Certificates of Participation. The loan balances on the 1992 Sewer Certificates of Participation is \$182,000 and the Water Certificates of Participation is \$171,000, with principal payments now being made with the payoff of the 1998 Infrastructure Certificates of Participation loan. In addition, the Park Impact Fees also pay approximately \$7,000 annually to the Airport for use of Airport property for the unimproved overflow parking lot on the east side of the Sports Complex.

The City's General Plan Update approved in 2008 increased the park standard for neighborhood and community parks from 3.5 acres per 1,000 residents to 5.0 acres per 1,000 residents (43% increase), however, the Park Impact Fee has not been increased to meet the change in the park acreage standard.

Park Development Impact fees collected for the 2020-2021 Fiscal Year were \$131,961, estimated at \$199,475 for the current 2021-2022 Fiscal Year, and estimated at \$125,000 for the upcoming 2022-2023 Fiscal Year.

Park Impact Fee Comparison Survey

	Single Family	Multi-Family	Mobile Home	Commercial
Dinuba	\$3,145.00	\$2,524.00	\$1,534.00	
Exeter	\$650.00	\$551.00	\$622.00	
Hanford	\$3890.68	\$2,732.01		
Lindsay	\$650.00/per house			
Madera	\$2,652.57	\$1,945.29		
Reedley	\$1,299.00	\$866.00	ADU's over 700 sq. ft: \$324.75	\$.569/sq. ft.
Sanger	\$2,490.00	\$631.00/bdrm		\$.22/sq. ft.
Tulare	\$3,129.00	\$1,559.00		
Visalia	\$2,222.00	\$1,955.00	\$1,522.00	
Porterville	\$887.00	\$689.00	\$498.00	

*FY 21/22, approximately

2001 to 2021 COP rate comparison

2001		2021	
Single Family	\$473	Single Family	\$887
Multiple Family	\$367	Multiple Family	\$689
Mobiles Homes	\$264	Mobile Homes	\$498

**PARK IMPACT FEE WITH ANNUAL
INCREASE BY THE
ENGINEERING NEWS RECORD**

YEAR	PARK IMPACT FEE SINGLE FAMILY	PARK IMPACT FEE MULTIPLE FAMILY	PARK IMPACT FEE MOBILE HOMES	PERCENT OF INCREASE
1999	\$441	\$342	\$247	--
2000	\$452	\$350	\$253	2.5%
2001	\$473	\$367	\$264	4.6%
2002	\$489	\$379	\$273	3.4%
2003	\$497	\$385	\$278	1.6%
2004	\$525	\$407	\$294	5.6%
2005	\$547	\$424	\$306	4.2%
2006	\$575	\$446	\$322	5.1%
2007	\$584	\$453	\$327	1.5%
2008	\$594	\$461	\$333	3.3%
2009	\$614	\$476	\$344	3.4%
2010	\$644	\$500	\$361	no change
2011	\$644	\$500	\$361	no change
2012	\$644	\$500	\$361	no change
2013	\$644	\$500	\$361	no change
2014	\$644	\$500	\$361	no change
2015	\$644	\$500	\$361	no change
2016	\$754	\$585	\$423	17.2%
2017	\$774	\$601	\$434	2.7%
2018	\$777	\$603	\$436	0.39%
2019	\$829	\$643	\$465	6.7%
2020	\$849	\$659	\$476	2.4%
2021	\$887	\$689	\$498	4.5%

ORDINANCE NO. 1402

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADDING ARTICLE XII ENTITLED FEES AND SERVICE CHARGES/COST
CONTROL SYSTEM TO CHAPTER 2 OF THE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF PORTERVILLE DO ORDAIN AS FOLLOWS:

Section 1. Article XII, Entitled "Fees and Service Charges/Cost Control System", shall be added to Chapter 2 of the Porterville Municipal Code to read as follows:

Section 2-110. Intent

Section 2-111. Definition of Costs

Section 2-112. Fees and Service Charges

Section 2-113. Statutory Public Hearing

Section 3. Severability

Section 4. Repealer

Section 5. Effective Date

Section 2-110. Intent.

It is the intent of the City Council that the cost of all City services shall be ascertained and reported to the City Council annually and that fees and charges for said services shall be adopted by the Council annually, or at such other times as otherwise set forth herein, following a public hearing.

Section 2-111. Definition of Costs.

"Costs" shall include the following:

a. All applicable direct costs including, but not limited to salaries, wages, overtime, employee fringe benefits, services and supplies, maintenance and operation expenses, contracted services, special supplies, and any other direct expenses.

b. All applicable indirect costs including, but not restricted to building maintenance and operations, equipment maintenance and operations, communications expenses, computer costs, printing and reproduction, and like expenses when distributed on an accounted and documented rational

proration system.

c. Fixed assets recovery expenses, consisting of depreciation of fixed assets, and additional fixed asset expense recovery charges calculated on the current estimated cost of replacement, divided by the approximate life expectancy of the fixed asset. A further additional charge to make up the difference between book value depreciation not previously recovered and reserved in cash and the full cost of replacement, which also shall be calculated and considered a cost so as to recover such unrecovered costs between book value and cost of replacement over the remaining life of the asset.

d. General overhead, expressed as a percentage, distributing and charging the expenses of the City Council, City Manager, City Clerk, City Attorney, Finance Department, Purchasing, Personnel, Community Promotion, and all other staff and support service provided to the entire City organization as now organized and as it may be reorganized at any time in the future, which costs are not distributed by any other direct or indirect charging system.

Overhead shall be prorated between tax-financed services and fee-financed services on the basis of said percentage so that each of taxes and fees and charges shall proportionately defray such overhead costs.

e. Departmental overhead, expressed as a percentage, distributing and charging the cost of each department head and his or her supporting expenses as enumerated in subsections a, b, and c of this Section.

f. Debt service costs, consisting of repayment of principal, payment of interest, and trustee fees and administrative expenses for all applicable bond, certificate, or securities issues or loans. Any required coverage factors of added reserves beyond basic debt service costs also shall be considered a cost if required by covenant within any securities ordinance, resolution, indenture or general law applicable to the City.

Section 2-112. Fees and Service Charges.

The City Manager, Finance Director and each City Department Head, under the direction of the City Manager, shall review the costs for services provided by the City and shall provide for Council consideration a Resolution containing recommended fees and service charges for each service provided by the City. Council shall act pursuant to Section 2-113 of this Article.

Said fee schedule shall not only specify rates, but also what percentage of the rates will be used for maintenance and operation and for capital reserve.

Section 2-113. Statutory Public Hearing.

Pursuant to California Government Code Section 54992, 54994.1 and 54994.2, the City Clerk shall cause notice to be provided as set out in said Government Code Sections 54992, 54994.1 and 6062a, and the City Council periodically, and at least annually, shall receive at a public regularly scheduled meeting oral and written presentations concerning the fees and charges proposed to be increased or added. Such notice, oral or written presentation, and public meeting shall be provided by the City Council

prior to taking any action on any new or increased fees or charges. At least one such public hearing shall be held annually, in conjunction with the City's annual budget process and hearing.

Section 3. Severability.

If any portion of this Article is found to be unconstitutional or invalid, the City Council hereby declares that it would have enacted the remainder of this Article regardless of the absence of any such invalid part.

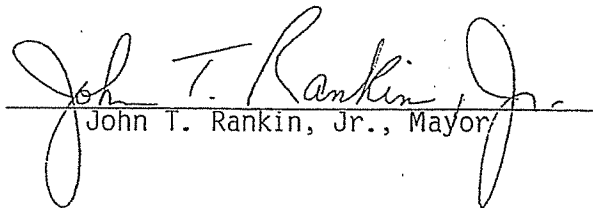
The City Council of the City of Porterville hereby declares that the subject matter of this ordinance is of purely local concern and that it is exercising its authority as a home rule charter city under the California Constitution.

Section 4. Repealer.

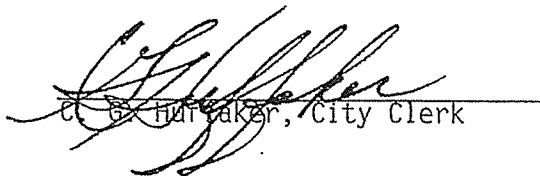
All Ordinances, Municipal Code Sections, Resolutions, City Council Motions, and all actions of all City Boards, Commissions and Committees in conflict herewith are hereby repealed. The fees and charges established, fees or charges for the same regulation, product or service, and all such previous fees and charges are hereby repealed on the effective date of this ordinance, and such fees and charges shall thereafter be established, and amended from time to time, by resolution of the City Council adopted pursuant to Sections 2-112 and 2-113 of this Article.

Section 5. Effective Date.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.


John T. Rankin, Jr., Mayor

ATTEST:


C. G. Hurstaker, City Clerk

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville, do hereby certify that the foregoing ordinance is a full, true and correct copy of Ordinance No. 1402, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 7th day of June, 1988, and that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance became effective on the 7th day of July, 1988, and that said ordinance is now in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCILMEN	AYES	NOES	ABSENT
PRUITT	X		
BONDS		X	
LEAVITT	X		
ENSSLIN		X	
RANKIN	X		

C. G. HUFFAKER, City Clerk

By: Georgia Hawley
Georgia Hawley, Deputy City Clerk

PORTERVILLE CITY COUNCIL MINUTES
REGULAR MEETING AUGUST 7, 1990
CITY HALL, 7:00 P.M.

Pledge of Allegiance: Council Member John Gifford
Invocation: Father James Thompson, St. John's Episcopal Church
Roll Call: Council: Lok, Gifford, Ensslin
Absent: Pruitt, Leavitt

PRESENTATION

A. TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

Mary Louise Vivier, President of the Tulare County Economic Development Corporation, came forward and stated that she was present with Robert Jensen, Executive Director of the Tulare County Economic Development Corporation, and Gabriela Dietl, Director of Financial Resources for the Tulare County E.D.C. Mrs. Vivier gave a brief background on Mr. Jensen. Mrs. Vivier also stated that if there was anything that they could do to assist Porterville with the U.C. Campus, just let them know.

Mr. Jensen came forward and explained the background and programing for the Tulare County Economic Development Corporation.

Mayor Ensslin thanked Mr. Jensen for the information.

WRITTEN COMMUNICATIONS

B. REX MAINORD

The City Manager stated that a letter had been received from Rex Mainord, President of the Senior Citizens' Council, requesting time on a Council agenda in order to give an up-to-date report to Council on the program and activities of the Greater Porterville Senior Citizen Council.

Mayor Ensslin stated that this matter would be heard on the August 21, 1990, Council agenda.

AWARDS

C. CERTIFICATE OF ACHIEVEMENT IN FINANCIAL ACCOUNTING

Mayor Ensslin stated that William McGuire and Don Rhoads had both received the highest accounting honors -- the Certificate of Achievement in Financing Accounting for their preparation of the City of Porterville Annual Financial Report.

William McGuire, Director of Finance, and Donald Rhoads, Accountant, were presented with plaques by the City Council.

APPOINTMENT

D. PARKS AND LEISURE SERVICES COMMISSION

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council appoint Mike Gonzales to serve on the Parks and Leisure Services Commission.

Min. Order 01-080790

AYES: Lok, Gifford, Ensslin

NOES: None

ABSENT: Pruitt, Leavitt

CONSENT CALENDAR

All Consent Calendar Items were voted upon simultaneously on a Consent Calendar Basis. Item 21 was held over until the agenda, and Item 11 was pulled for discussion.

1. MINUTES OF JUNE 11 AND 12, AND JULY 11 AND 16, 1990

2. CLAIM - FOWLER

Minute Order 02-080790

File 450-3-1

3. CLAIM - THORNBURG

Minute Order 03-080790

File 450-3-1

4. CLAIM - WHATLEY

Minute Order 04-080790

File 450-3-1

5. APPROVAL OF PURCHASES

Minute Order 05-080790

File 412-11-1

6. AUTHORIZATION TO ADVERTISE FOR BIDS - WESTFIELD SEWER/WATER RELOCATION

Minute Order 06-080790

File

7. AUTHORIZATION TO ADVERTISE FOR BIDS - TRAFFIC SIGNALS AT MORTON AND "D" STREET AND MORTON AND PORTER ROAD

Minute Order 07-080790

File 89-9107/9109-88

8. AWARD CONTRACT - REFUSE BINS AND ROLL-OFF BODIES

Minute Order 08-080790

File

9. AWARD CONTRACT - FIREARMS AND LEATHER ACCESSORIES

Minute Order 09-080790

File

10. AWARD CONTRACT - DATA PROCESSING EQUIPMENT
Minute Order 10-080790 File
12. LINDA VISTA WATER AND SEWER PROJECT
Minute Order 11-080790 File
13. ACCEPTANCE OF TREE WELL COVER PROJECT
Minute Order 12-080790 File
14. ACCEPTANCE OF ADDITIONAL RIGHT OF WAY - DATE AVENUE
Resolution 86-90 File
15. REIMBURSEMENT FOR CONNECTION TO WATER MAIN - LEGGETT STREET
Resolution 87-90 File
16. REQUEST FOR ENCROACHMENT AGREEMENT - 15 WEST PUTNAM AVENUE
Minute Order 13-080790 File 460-13-8
17. REQUEST FOR WATER SERVICE OUTSIDE CITY - 123 E. VANDALIA AVENUE
Minute Order 14-080790 File 630-
18. REQUEST FOR SEWER SERVICE OUTSIDE CITY - 1987 W. BELLEVIEW AVENUE
Minute Order 15-080790 File 623-
19. INITIATION OF ANNEXATION NO. 386
Resolution 88-90 File 460-6-386
20. CONSUMMATION OF ANNEXATION NO. 385
Resolution 89-90 File 460-6-385
22. APPLICATION FOR ECONOMIC DEVELOPMENT ADMINISTRATION GRANT
Resolution 90-90 File
23. MUNICIPAL FARM LEASE AGREEMENT AMENDMENT
Minute Order 16-080790 File 800-
24. LANDSCAPE MAINTENANCE ON MAIN STREET
Minute Order 17-080790 File 700-

25. SEASONAL AND PART-TIME PAY RATES FISCAL YEAR 1990-91
Minute Order 18-080790 File 450-10-
26. SAN JOAQUIN VALLEY LIBRARY SYSTEM - ADVISORY BOARD APPOINTMENTS
Minute Order 19-080790 File 720-
27. RENEWAL OF EMPLOYEE MEDICAL BENEFITS ADMINISTRATION CONTRACT AND
STOP-LOSS INSURANCE

Resolution 91-90 File 450-2-

28. LICENSE AGREEMENT WITH THE TULARE COUNTY JUNIOR LIVESTOCK AND COMMUNITY
FAIR, INC.

Minute Order 20-080790 File 700-

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem
Lok that Consent Items 1-10, 12-20 and 22-28 be approved.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

11. AWARD OF CONTRACT - ENTERPRISE ZONE "SOUTH" INFRASTRUCTURE

COUNCIL ACTION

Min. Order 21-080790

File

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem
Lok that Council award the contract, including alternate,
to the firm of W.M. Lyles Company in the amount of
\$656,622.30; further, that Council authorize progress
payments up to 90% of the contract amount and authorize a
10% contingency for unforeseen costs.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

PUBLIC HEARINGS

29. ZONE CHANGE NO. 2-90

The City Manager presented the item and the Assistant Planner gave the staff
report.

Mayor Ensslin opened the public hearing at 8:32 p.m. and closed the hearing
at 8:35 p.m. when no one came forward to speak.

COUNCIL ACTION

Resolution 92-90

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem
Lok that Council approve the Negative Declaration for Zone
Change 2-90.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council approve Zone Change 2-90.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

The City Manager read Ordinance No. 1437 by title only.

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council waive further reading of the ordinance.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

Ordinance 1437

MOVED by Mayor Pro Tem Lok, SECONDED by Council Member Gifford that Council order this ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE PREZONING PROPERTY LOCATED AT 11 EAST YATES AVENUE; 1309, 1315, AND 1343 SOUTH MAIN STREET AND KNOWN AS ZONE CHANGE 2-90 (PRE-ZONING).

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

30. ADOPTION OF WATER, SEWER AND STORM DRAIN MASTER PLANS

The City Manager presented the item and stated that a letter had been received from the Building Industry Association, signed by Stan Bessey, indicating their support of the fees and ordinances proposed and commending the staff.

Mayor Ensslin opened the public hearing at 8:37 p.m.

Bill Roberts, Master Plan Consultant, came forward and recommended approval of the Master Plans.

Jim Winton, 101 West Morton, came forward representing the Building Industry Association and expressed their support for the proposed ordinances and fee structures.

Mayor Ensslin closed the hearing to the public at 8:40 p.m.

Mayor Pro Tem Lok stated that the acreage fees would total about \$4,000 per single family lot.

Mayor Ensslin closed the hearing at 8:42 p.m.

COUNCIL ACTION

Min. Order 22-080790

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council accept and adopt the Water, Sewer and Storm Drain Master Plans.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

The City Manager read Ordinance No. 1438 by title only.

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council waive further reading of the ordinance.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

Ordinance 1438

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council order this ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ESTABLISHING A WATER FACILITIES FEE FOR ALL NEW DEVELOPMENT WITHIN THE CITY OF PORTERVILLE.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

The City Manager read Ordinance No. 1439 by title only.

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council waive further reading of the ordinance.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

Ordinance 1439

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council order this ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ESTABLISHING A WASTEWATER FACILITIES FEE FOR ALL NEW DEVELOPMENT WITHIN THE CITY OF PORTERVILLE.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

The City Manager read Ordinance No. 1440 by title only.

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council waive further reading of the ordinance.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

Ordinance 1440

MOVED by Mayor Pro Tem Lok, SECONDED by Council Member Gifford that Council order this ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ESTABLISHING A STORM DRAINAGE FACILITIES FEE FOR ALL NEW DEVELOPMENT WITHIN THE CITY OF PORTERVILLE.

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council adopt the proposed resolutions for fees.

Resolution 93-90
Resolution 94-90
Resolution 95-90

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

31. APPROVAL OF 1990-91 ASSESSMENT FOR LANDSCAPING MAINTENANCE DISTRICT #1

The City Manager presented the item.

Mayor Ensslin opened the public hearing at 8:48 p.m. and closed the hearing to the public at 8:49 p.m. when no one came forward to speak.

COUNCIL ACTION

MOVED by Council Member Gifford, SECONDED by Mayor Pro Tem Lok that Council adopt the proposed 1990-91 assessments for Landscape Maintenance District #1.

Resolution 96-90

AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

The Council adjourned at 8:50 p.m. to a meeting of the Redevelopment Agency.

PORTERVILLE REDEVELOPMENT AGENCY

AUGUST 7, 1990

Roll Call: Lok, Gifford, Ensslin
Absent: Pruitt, Leavitt

SCHEDULED MATTERS

A. RECEIPT OF REDEVELOPMENT PLAN

The Agency Secretary presented the item.

AGENCY ACTION

MOVED by Agency Member Gifford, SECONDED by Agency Member Lok that the Agency receive the documents and refer them for filing in the Agency files.

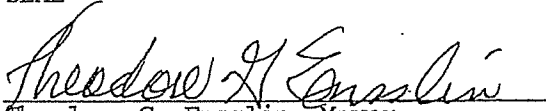
AYES: Lok, Gifford, Ensslin
NOES: None
ABSENT: Pruitt, Leavitt

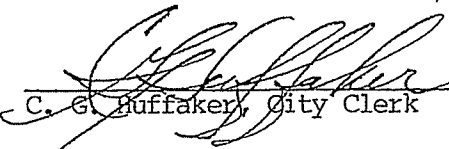
The Redevelopment Agency adjourned at 8:53 p.m.

ADJOURNMENT

The City Council adjourned at 8:54 p.m. until August 16, 1990, at 5:30 p.m.

SEAL


Theodore G. Ensslin, Mayor


C. G. Buffaker, City Clerk

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF PORTERVILLE
ESTABLISHING A CONSTRUCTION TAX TO GENERATE
REVENUE FOR THE PARK CAPITAL IMPROVEMENT
FUND.

The City Council of the City of Porterville does hereby
ordain as follows:

SECTION I: Requirement of Fee

An excise tax, to be called the Parks Capital Improvement Tax, is hereby imposed on every person constructing in the City of Porterville any residential dwelling unit created by conversion of an existing structure or any mobile home shall pay to the City such tax as established by resolution of the City Council.

SECTION II: Time for Payment

Such fees shall be due and payable upon application to the City for a building permit for the construction of any such dwelling unit or building or addition; however, that there shall be a refund of such fees in the event the building permit is not approved, or is not used for such construction.

SECTION III: Definitions

- A. As used herein, the term "person" includes every person, firm or corporation engaging in construction activities itself or through the service of any employee, agent or independent contractor.
- B. As used herein, the term "dwelling unit" includes each single-family dwelling and each habitation unit of an apartment duplex or multiple-dwelling structure designated as a separate place for habitation of a dwelling.
- C. As used herein, the term "trailer space" means each space, area or building in a trailer park or mobile home park or other place, designed or intended as a place to accommodate any mobile home, van, bus or other vehicle or mobile structure at a time when the same is being used as living or sleeping quarters for human beings.

SECTION IV: Restriction on Use of Funds

All of the sums collected pursuant to this Article shall be deposited in the Parks Capital Outlay Fund and shall be used solely for capital outlay expenditures as authorized from said fund, for purposes such as, but not limited to, the following:

- A. Purchase of land and interests in land.
- B. Planning, Development and Rehabilitation of parks and buildings.
- C. Acquisition and development of other varieties of open space.
- D. Acquisition and development of parkways and median islands.
- E. Acquisition and development of bicycle trails, riding trails, and other types of of trails for recreational use.

SECTION V: Declaration of Need

The City Council hereby declares that the fees required to be paid hereby are assessed pursuant to the taxing power of the City and solely for the purpose of producing revenue. The continuing increase in the development of dwelling units and other construction in the City with the attendant increase to the population of the City has created an urgency in that funds are needed for the increased demand for open space, parks and other leisure oriented facilities required to serve the increasing population of the City as indicated in the City General Plan.

SECTION VI: Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of this City hereby declares that it would have adopted this Ordinance and each section,

subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION VII: Effective Date for Commencement of Tax Levy

The taxes herein provided for, and the fees required to be paid, shall be applicable with respect to building permits for construction activities, issued on or after _____, _____, 1990. Any person constructing one or more dwelling units, or otherwise engaging in construction taxable hereunder, pursuant to a building permit applied for on or after said date, or applied for before said date but not actually issued until on or after said date, shall be liable for payment of said fees irrespective of whether said fees were collected at the time of building permit application or issuance. No occupancy permit shall be issued with respect to any completed structure or construction taxable hereunder, unless and until the proper tax due has been paid.

SECTION VIII:

This ordinance, being an Ordinance relating to taxes for usual and current expenses of the City, shall take effect immediately upon its passage. Before the expiration of thirty (30) days after its passage, this Ordinance shall be published once in the PORTERVILLE RECORDER, a newspaper of general circulation printed and published in the City of Porterville.

RESOLUTION NO.: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE, CALIFORNIA, ESTABLISHING
FEES FOR A CONSTRUCTION TAX REQUIRED BY
ORDINANCE NO. _____ TO GENERATE
REVENUE FOR THE PARK CAPITAL IMPROVEMENT
FUND.

WHEREAS, the City Council of the City of Porterville has considered the parks and recreation needs of the City of Porterville as outlined in the General Plan and the Open Space and Conservation Element thereof; and

WHEREAS, Ordinance No. _____ has established a construction tax to generate revenue to meet these needs;

NOW, THEREFORE, BE IT RESOLVED that the rate of the construction tax shall be as follows:

OPTION I

1. \$225 fee per dwelling unit.
2. \$200 for each trailer space.
3. \$100 for each additional dwelling unit created by conversion of an existing existing structure.

OPTION II

1. 15¢ per square foot.
2. \$200 for each trailer space.
3. \$100 for each additional dwelling unit created by conversion of an existing structure.

Theodore G. Ensslin, Mayor

ATTEST:

C.G. Huffaker, City Clerk

#12:ParkFund

PORTERVILLE CITY COUNCIL MINUTES

REGULAR MEETING APRIL 19, 1994

CITY HALL, 7:00 P.M.

Pledge of Allegiance: Council Member John Gifford
Invocation: Pastor John Denney, Church of the Nazarene
Roll Call: Council: Nicholson, Clark, Leavitt, Gifford, Gibbons

APPOINTMENT

PORTERVILLE MEMBER OF THE JOINT POWERS AUTHORITY FOR SOLID WASTE

COUNCIL ACTION MOVED by Council Member Nicholson, SECONDED by
Council Member Leavitt that John Gifford be
M. O. 01-041994 appointed to the Joint Powers Authority for Solid
Waste. The motion carried unanimously.

ORAL COMMUNICATIONS

A. GEORGE COSTA

George Costa, 573 North Main, Hick's Texaco, stated that he would like the diversion of Henderson onto Sunnyside on the next Council agenda because they were opposed to it.

The City Manager stated that the Director of Community Development and Services would be meeting with the property owners in that area on May 5.

Mr. Costa stated that the City staff would be furnishing alternative plans, but they wanted to see nothing happening at Henderson and Main.

B. GORDON OSMUS, SR.

Gordon Osmus, Sr., 1040 North Greenfield Drive, came forward and spoke to Council regarding the charges being levied against 2,000 City residents by the Porterville Irrigation District. Mr. Osmus stated that the Irrigation District stated that they recharge the ground water and the City doesn't pay a dime. Mr. Osmus stated that he was made aware that the Treatment Plant pumps purified water to the airport to irrigate 1,400 to 1,500 acres of farm land for a private lease at \$2.10 a square foot. Mr. Osmus stated that as their representatives, he was asking the Council to place this matter on their next agenda. Mr. Osmus stated that Council should consider allowing the residents in the Irrigation District to bring in their statement from the District to get a credit on their City utility bill. Mr. Osmus stated that the other alternative was to assess the entire City for ground water recharge.

Mayor Gibbons stated that Mr. Osmus should get a copy of the City's program and discuss this matter with staff.

WRITTEN COMMUNICATIONS

C. WILLIAM COCHRAN

The City Manager stated that the City had received a letter from William Cochran regarding Item No. 14. He stated that the letter would be read when Council considered that item.

PROCLAMATIONS

D. Proclamations

Mayor Gibbons proclaimed the following:

May 1-15, 1994 as "Salute to Agriculture Week"

April 21-May 5, 1994 as "Sierra Celebration and Outreach for Christ Week"

CONSENT CALENDAR

All Consent Calendar items were voted upon simultaneously on a Consent Calendar basis.

1. MINUTES OF APRIL 5, 1994

2. APPROVAL OF PURCHASES

Minute Order 02-041994

File 412-11-1

3. AWARD CONTRACT - COPIER

Minute Order 03-041994

File 500-

4. AWARD CONTRACT SADDLEBACK ESTATES RESIDENTIAL SUBDIVISION - TRAFFIC IMPACT STUDY

Minute Order 04-041994

File 460-7-

5. CANCEL CONTRACT - PORTER CREEK LANDSCAPE MAINTENANCE AREA

Minute Order 05-041994

File 460-7-

6. ACCEPTANCE OF IMPROVEMENTS - PORTER CREEK UNIT 1 SUBDIVISION

Minute Order 06-041994

File 460-7-

7. PAYBACK FOR CONSTRUCTION OF MASTER PLAN FACILITIES - JASMINE RANCH UNIT 1

Minute Order 07-041994

File 460-7-

8. REQUEST FOR ENCROACHMENT - 734 NORTH MAIN STREET

Minute Order 08-041994

File 460-13-

9. REQUEST FOR ENCROACHMENT - 631 NORTH OXFORD STREET

Minute Order 09-041994

FILE 460-13-

10. AUTHORIZATION TO EXECUTE A LICENSE AGREEMENT FOR THE REMOVAL OF FILL MATERIALS FROM DRAINAGE RESERVOIR NO. 6

Minute Order 10-041994

File

11. APPROVAL OF COMMUNITY CIVIC EVENT PERMIT FOR STREET CLOSURES IN CONJUNCTION WITH PORTERVILLE FAIR

Minute Order 11-041994

File 700-

COUNCIL ACTION

MOVED by Council Member Nicholson, SECONDED by Council Member Leavitt that Item Nos. 1 through 11 be approved. The motion carried unanimously.

PUBLIC HEARINGS

14. COMMUNITY DEVELOPMENT BLOCK GRANT 1994 ENTITLEMENT CITIES PROGRAM APPLICATION

The City Manager presented the item and the City Planner gave the staff report.

Mayor Gibbons asked that people speaking please not be redundant. The Mayor then opened the public hearing at 7:25 p.m.

Joe Hamilton, representing Porterville Youth Inc. (P.Y.I.), 111 North Villa, came forward and stated that the City staff and people in the community had been concerned about a youth center and wanted to get something going for a number of years. Mr. Hamilton stated that they were only looking at 15% of the \$660,000, which was \$90,000 to \$95,000 a year, and was not a lot to go into the proposed program. Mr. Hamilton stated that going with either the original proposal or the joint proposal would only be for a five year period. Mr. Hamilton stated that if the City provides a loan for the facility, then the City would end up with a facility if the program ceased to exist, and P.Y.I. was willing to sign a contract that they would take out a loan if the building was not paid off during the five year period. Mr. Hamilton stated that they would pay the City back and secure another loan. Mr. Hamilton stated that the original proposal they put in was

looking for five year funding for recreation, and they intended on raising additional funds through grants and donations. He stated that they felt that within the five year period there they would get the \$90,000, and they could pay off the building. Mr. Hamilton stated that he felt it was critical to get something going right now and not wait three years for the City to possibly build a center. He stated that they had been working toward a recreation center but had run into major stumbling blocks. He stated that not being a non-profit group, and not being able to get insurance, and people donating money to past people who never got anything started, all worked against them. He stated that if they got a foundation to build on, there wouldn't be a problem. Mr. Hamilton stated that P.Y.I. was willing to take that risk. He stated that they worked with youth and had a good relationship. He stated that the center would be an outlet for the kids. He stated that with the parents out of the home or working, the children need somewhere to go. Mr. Hamilton stated that four years ago there was one gang, now there are at least eight established gangs, which speaks in favor of P.Y.I.'s proposal to provide a Youth Center and activities. Mr. Hamilton stated that if they waited another three years to get a program going with nothing in between, things will only go down hill. He stated that they had no problem working with the City, but he felt they needed to get something going now. Mr. Hamilton stated that this would get some services to the children who need it now, and that was his point and what he was pushing. He stated that P.Y.I. had provided the majority of the funding for the Thunderbolt Program, counseling programs, and special programs for gang kids. Mr. Hamilton stated that they were taking risks and working with the kids. Mr. Hamilton asked the Council to give them a chance and let them have the program and reach out to the kids. He stated that if the Council had any concerns, please let him know. Mr. Hamilton stated that if the Council went with the combined approach, they had talked to the school district and they have property they might lease until the City gets something going. Mr. Hamilton stated that they had also looked at the security. He stated that P.Y.I. could deal with the kids. He stated that they had put a lot of time into this. He stated that P.Y.I. reports to County, State and Federal agencies all the time because they receive grant funding, so they could meet the C.D.B.G. requirements. Mr. Hamilton stated that they wanted the Council to consider those things and look at providing human resources through C.D.B.G. funds, as it was only 15% and it was there because social services were needed.

Albert Garcia, 422 Prospect Court, Exeter, came forward and stated that he worked for the P.Y.I. Delinquency Diversion Program. Mr. Garcia spoke in favor of P.Y.I.'s proposal.

Paula Mendez, 393 North Lotas, stated that a recreation center was needed to benefit the youth of the community.

Jodie Grundler, 342 East Vandalia, stated children with low esteem were those that grew up to need low income housing. She stated that the youth center was the place for the C.D.B.G. funds to go.

Robin Cody, 2345 Goshen Avenue, Visalia, stated that she had been working with drug and alcohol kids for three years. Ms. Cody stated that they did not have three to five years to come up with a youth center.

Erma Lopez, 1060 East Cleveland, came forward and spoke in support of her kids. Mrs. Lopez stated that the children needed some place to go after school and have something to do. Mrs. Lopez stated that having a community center would help them out.

Elva Beltran, 74 North "F" Street, stated that in her involvement with children in the area there was a problem of illiteracy. Ms. Beltran stated that with a youth center, there could be a tutoring program. Ms. Beltran stated that she was present to support the program, just as long as someone did it. She stated that the Council was in a position of power, and they should do something.

Jim Oakley, 341 North "D" Street, stated that the crime prevention program was initiated a couple of years ago, and they saw a need to start with the youth. Mr. Oakley stated that they met with everyone they could think of and the two most serious problems were the lack of probation officers and the lack of a youth center. Mr. Oakley stated that the center should be for those 'at-risk' children and those not 'at-risk'. He stated that private enterprise didn't have enough profit to provide such a youth center. Mr. Oakley stated that the counselors at P.Y.I. have something for 'at-risk' youth and the City has resources that P.Y.I. does not have. Mr. Oakley stated that the Council had a decision to make and four of them still have children at home.

Joannie Mamicki, 44989 Mineral King, Three Rivers, stated that she was Day Program Director for P.Y.I. Ms. Mamicki stated that one of the biggest fears of the kids was leaving the program because they needed the support system. Ms. Mamicki stated that having a program was very important for the children.

Tim Berkfield, 59 East Prospect, came forward and spoke in favor of the program.

Joe Metcher, 83 North Sinaro, came forward and spoke in favor of P.Y.I. running a recreational center for youths.

Joe Hamilton stated that P.Y.I. did have letters of support for the P.Y.I. youth center. Mr. Hamilton then gave the letters to the staff. Mr. Hamilton stated that P.Y.I. had a lot of local support and had the equipment already to open a recreational center if there was a building to put it in.

Daniel Kaptivale stated that he has lived in Porterville for the last three years and has had to deal with gangs. Mr. Kaptivale stated that the youth center was needed.

Mayor Gibbons closed the hearing to the public at 7:55 p.m.

The Council took a recess from 7:55 p.m. until 8:05 p.m.

Council Member Nicholson questioned Mr. Hamilton as to whether he was proposing a new program or a continuation of the P.Y.I. program they now had.

Mr. Hamilton stated that the program would be totally new. He stated that they now had counseling and recreation for high risk youth, but that program would be ending in September and he wanted somewhere for them to go. He stated that a new program would be open to all the youth of Porterville, high risk or not. Mr. Hamilton stated that the Office of Criminal Justice Planning (O.C.J.P.) had funded P.Y.I. for three years, but now the funding was over.

Council Member Nicholson stated that Mr. Hamilton said if the City would get them started, then they would find funding. Council Member Nicholson asked Mr. Hamilton what would make this program different than what P.Y.I. was doing now.

Mr. Hamilton stated that it would be different in that the community of Porterville would help and they could get grant funds. Mr. Hamilton stated that their program now was so specific, that it was a problem getting funds because each year O.C.J.P. funds decreased. Mr. Hamilton stated that with five years of \$90,000 per year funding, it would give them ample funding to get on their feet.

Council Member Nicholson stated that the proposal referred to five year funding, but the C.D.B.G. funds were only approved on an annual basis.

Mr. Hamilton stated that he went for five years because they needed ample time to establish a basis for the program. He stated that he looked at the experience they had and how it could be bettered. He stated that they were starting to build up the other program, but they didn't have ample time.

Council Member Nicholson questioned whether Mr. Hamilton anticipated this being a joint partnership with the City, or was it a P.Y.I. program using City funds.

Mr. Hamilton stated that either way it was a joint effort to create a community youth center. Mr. Hamilton stated that if they went with the five year original proposal, then P.Y.I. would be running the program. Mr. Hamilton stated that he had no problem working with the City on the long term three year plan down the road. Mr. Hamilton stated that he wanted to see something for youth getting started now. Mr. Hamilton reviewed the equipment they had for recreational use.

Council Member Nicholson asked about the staffing for the program.

Mr. Hamilton stated that the first year the Director of the Program would be responsible for doing overall supervision and doing fund raising, grant writing and administration. There would be a manager for the Program on site that would be running the staff and supervising the kids. There would be two recreational assistants to help supervise the children. So there would be a total of three people physically supervising the youth at the center. There would also be a secretary for the records and tracking, and an accountant working part-time to make sure everything was together for the accounting.

Council Member Nicholson questioned whether P.Y.I. had the people on staff who were prepared to move into those positions if there was funding for the first year.

Mr. Hamilton stated that the P.Y.I. program would be ending in September, and that was approximately the time the funding would be coming through for C.D.B.G. programs. He stated that they had people with experience that they could shift over to the new program. He stated that he didn't feel staffing would be a problem.

Council Member Nicholson asked Mr. Hamilton to give him the qualifications of the people he was proposing to work in the program.

Mr. Hamilton stated that one had six months experience and was attending college, and another had a Bachelors Degree in Criminology. He stated that both have experience working with youth in other organizations.

Council Member Nicholson stated that the only other question he had was whether Mr. Hamilton had drafted the letter that the Council had received that week.

Mr. Hamilton stated that he did draft the letter.

Council Member Nicholson asked Mr. Hamilton if the letter was meant for the Council.

Mr. Hamilton stated that he had no problem with the Council having the letter. He stated that the letter explained what P.Y.I. was pushing for.

Council Member Nicholson stated that it appeared from the letter that there had been no willingness to work with the City, but based on the proposal, Mr. Hamilton was saying that they were willing to work with the City. Council Member Nicholson stated that there were things in the letter that Mr. Hamilton knew was not true, and some of the comments made that evening seem to come from a "us or them" standpoint. He stated that Mr. Hamilton's letter made it appear that the

City didn't realize there was a problem or need for a youth center until P.Y.I. came to the City and made their proposal. Council Member Nicholson stated that evidently Mr. Hamilton hadn't been here and seen what the City was trying to do. He stated that this tended to put the City in a defensive position. Council Member Nicholson stated that there were things in the letter that really troubled him.

Mr. Hamilton stated that they were only trying to show that something needed to be done now, and perhaps he was somewhat bias. He stated that the community at large had been dreaming of a youth center for years. Mr. Hamilton stated that he apologized if he overdid it-- it was not intended to be that way.

Mayor Pro Tem Clark questioned which group would use the facility more than any other segment.

Mr. Hamilton stated that the center was required to be placed in a certain census tract for low income, and hopefully those would be the children using it. However, the center would be open to any youth coming through the doors. Mr. Hamilton stated that their proposed site location was a church on "F" Street behind Olive Street School. He stated that they were in escrow on the building, based on the outcome of this meeting.

Mayor Pro Tem Clark inquired as to how P.Y.I. would deal with the different gangs in one building.

Mr. Hamilton stated that it was a difficult problem, but they were currently dealing with it successfully in their program. He stated that the kids respected them enough to keep in control, and any problems were nipped in the bud. Mr. Hamilton clarified that they did not allow the kids to wear colors.

Council Member Leavitt stated that he had difficulty with Mr. Hamilton's letter also. He questioned Mr. Hamilton and was told that Mr. Hamilton did not live in Porterville. Council Member Leavitt stated that the attitude during this meeting was that Porterville was some sort of snake pit and youth had no opportunities. He stated that he didn't know how anyone could live in Porterville and not know about the programs the City offers. He stated that the City offers all sorts of sports programs, and the City subsidizes the programs for youth. He stated that one would get the impression that the City was ignoring the youth, but nothing was further from the truth. Council Member Leavitt stated that they had several programs to light some ball diamonds for the schools. He stated that they were trying to light fields at Burton School. He stated that the City does a lot for its youth and goes to great lengths. He stated that they started discussing the community center when they started the redevelopment plan. He stated that he conceived the youth center being for all youth, not just the 'at risk' youth he heard discussed this evening. He stated that tonight they would be discussing the Parks and Recreation Element which has references to a community center. He

stated that he was really concerned about the kind of picture being painted tonight. He stated that he hoped that if they opened a youth center, it would be open to any youth. Council Member Leavitt stated that the youth center would be in the census tract where there was a need, but any youth should be able to go. He stated that the City had been doing something and would continue to do something, and there was no indication that the City did not intend to provide a youth center.

Mr. Hamilton stated that the center would be open to any youth in the community, though the C.D.B.G. criteria states that 51% of the attendance should be from low income. He stated that they were not trying to keep anyone out. He stated that he worked with high risk kids and felt they were the highest priority, but they were all a priority and should be taken care of. He stated that he wasn't trying to keep anyone out.

Council Member Leavitt questioned whether Mr. Hamilton was aware of the services the City has through the Parks and Leisure Services Department.

Mr. Hamilton stated that he was aware of the programs, but there were not a lot of programs for the high school age kids. He stated that some of the kids did not have the grades to be able to participate in sports. Mr. Hamilton stated that if they helped the kids to raise their self-esteem, then perhaps they could raise their grades and participate in the school activities. He stated that they were not trying to push anyone out of the program.

Mayor Gibbons stated that she had met with Mr. Hamilton and Ms. Shofner and she felt they had left the meeting with a good understanding, but then they received Mr. Hamilton's letter. Mayor Gibbons explained to Mr. Hamilton how she felt about his letter. Mayor Gibbons stated that she would appreciate Mr. Hamilton clarifying this matter in the next letter he sent out. Mayor Gibbons asked Mr. Hamilton how he would fit all the kids into the building he was proposing.

Mr. Hamilton stated that the building was 4,000 square feet, and some activities would be held over at the school. Mr. Hamilton stated that they would like to pay off the building and move into a better facility in five years.

Mayor Gibbons stated that the church was in a residential neighborhood and there was not much room for expansion. She stated that there would be a problem with loitering around the building, and there was not room to grow or enough parking.

Mr. Hamilton stated that it was not the ideal building for them, but they needed a building in that area that was fairly secure. He stated that they were in a rush. He stated that he would like to see them move, or work with the City in their community center. He stated that they needed somewhere to start within the census tract and the

City staff was very clear about where it should be and that the church was what they found.

Mayor Gibbons stated that she would like to put the \$125,000 into a building.

Mr. Hamilton stated that if they had to lease, it would come out of the \$90,000 to operate the program.

Mayor Gibbons asked Mr. Hamilton if he had been communicating with the Parks and Leisure Services Director about the programs.

Mr. Hamilton stated that he had meet with Mr. Meachum and Mr. Stowe and they felt it was important and liked the programs P.Y.I. had to offer. He stated that they were willing to work together. Mr. Hamilton stated that he regretted that he had written the letter which upset the Council. Mr. Hamilton stated that he had been working toward a recreational center for four and a half years, and he was desperate and that came out in the letter. He stated that the letter did sound bias, but what he meant to say was that nothing was happening. He stated that the letter was written in desperation because he didn't want to see the proposal fail.

Mayor Gibbons stated that she was concerned with the whole community. She stated that she had a concern about the youth not going to the community center because it was a gang center. She stated that she didn't want it to be known as anything else except a community center, not a P.Y.I., or gang, or whatever, center.

Council Member Nicholson stated that P.Y.I. put the Council in a delicate position when they asked for a proposal for a building that was not zoned for a community center and would require public hearings and etc. He stated that if they approved this, it would appear to put the cart before the horse. He stated that he would find it difficult to approve something tied to a site specific where it was not proper to be located at this time. He stated that just because the church was for sale, it would be very difficult to grandfather in as a community center. He stated that the people that came forward seem to want some place to go that was safe and not gang related, whereas the counselors who came forward want something for the gangs. Council Member Nicholson stated that he wanted a youth center ran by recreational people, not criminologists. He stated that he would like to see something done city-wide and ran by recreational professionals.

Mr. Hamilton stated that he was not opposed to working with the City to get something going. He stated that he had discussed the zoning with the City Planner, who could perhaps address the matter.

The City Planner stated that the General Plan supported O-A zoning due to the location of the school facility. He stated that the property would require a zone change prior to opening the youth center. He stated that the youth center would be contingent upon the

approval of the zone change. He stated that the General Plan designation was close enough that the staff would recommend approval of such a zone change. He stated that the C.D.B.G. funding would not be available for this until September or October, and it would be contingent upon the approval of a subrecipient agreement. He stated that the application deadline was May 31, and then there would be four to five months while it was processed to have everything approved.

Council Member Gifford questioned the contracting services procedures mentioned in the application.

The City Planner stated that if the City owned the building and wanted someone to operate the program, they would have to go out to bid to provide services for counseling, day care, etc. The P.Y.I. request provides services in their own building, which would be under a subrecipient agreement.

Council Member Gifford stated that the continuing funding would be based on adding new programs each year. He questioned whether there was a set definition of programming.

The City Planner stated that they felt the proposal offered by P.Y.I. would be adequate, based on inquiries made to H.U.D. staff. He stated that they could supposedly continue to come up with new programs each year and go on indefinitely receiving funds, but staff felt five to eight years would be about the limit. The City Planner stated that the H.U.D. guidelines could certainly be changed down the road.

Council Member Gifford stated that he had a concern about security given the type of operation and the participants. He stated that it could be the best staffed and ran, and they would still not control the type of youth that would go there--as long as it was open to the public as a whole, and at least 50% were low income. He questioned whether P.Y.I. could keep the recordkeeping adequately. He stated that the bottom line, when looking at this type program, was a policy decision.

Mayor Gibbons closed the public hearing at 8:55 p.m.

Council Member Nicholson questioned whether the staff wanted to get policy direction and come back, or did they have the amount for the other programs.

The City Planner stated that there was a table that shows the funding for four years.

Council Member Leavitt stated that if the City built something in three years, then they would not want to fund P.Y.I. for five years.

The Director of Community Development and Services stated that on the five to eight year funding cycle, they envisioned programs that were not all youth programs.

Council Member Leavitt stated that the C.D.B.G. funds could also decrease.

Council Member Nicholson stated that the staff had not presented an alternative for a City run community center using C.D.B.G. grant money unless this proposal was also a part of it.

Staff stated that if the Council wanted just the City operated program, then they would take Alternative "B" and put the \$90,000 in the Curb, Gutter, Sidewalk and Streetlight Program.

Council Member Gifford questioned the City's liability under a subrecipient agreement.

The City Attorney stated that if the subrecipient was taking care of everything, they will have insurance. If the City owns the facility and someone operates it for them, the liability would be shared.

The City Manager stated that if they did not comply with H.U.D. requirements, that would be the City's liability also.

Mayor Gibbons questioned how P.Y.I would operate under Alternative "B" since there was no funding for property acquisition.

Staff stated that they would have to lease a building out of the \$90,000, and perhaps they could work with the schools for a facility. Staff stated that they would probably also have to come up with some funding from another source.

Council questioned whether construction could start in 1995 if they went with Alternative "B".

Staff stated that there was about a two year lag time, but 1995 would not be an unreasonable time frame to begin with a finish date of late 1996 or early 1997. Staff stated that in the meantime they could have other activities taking place if P.Y.I. could get a site to work.

Council Member Leavitt made a motion that Council direct City staff to pursue the five year plan outlined in Alternative "B" and that the City approve the 1994 Program Models as follows:

Curb, Gutter, Sidewalk and Streetlight Program	- \$440,000
Non-Profit Youth Center	- 90,000
City Youth Center	- 70,000
Administration	- 60,000
Total	\$660,000

Council Member Gifford seconded the motion.

Council Member Leavitt stated that the \$70,000 for the City center was just a needs assessment and it could go up or down.

Council Member Gifford stated that this was also subject to the subrecipient agreement being agreed upon.

Council Member Nicholson stated that this was a difficult decision for him because the community needs a youth center, but any subrecipient needed to address the needs of the entire community, with professionals trained in recreation, not just gang intervention. He stated that if the Council was looking at approving the P.Y.I. proposal as presented, then he had real difficulty. He stated that if the Council was looking at approving this later on a modified plan based on the concerns heard there tonight, it might be different. He stated that he was struggling with what he heard as the proposal. He stated that the proper approach for the City was to move forward as soon as possible with a City program and City staff--a major facility, staffed by City people, with the Parks and Leisure Services Department located there. It would be run consistently with large numbers.

Council Member Leavitt stated that P.Y.I. would have to come back with an agreement the City could agree to. He stated that in the agreement, the City could insist on staffing by recreational professionals.

Council Member Nicholson stated that the Council should give P.Y.I. an opportunity to look at the proposal and revise it.

Council Member Leavitt stated that either the motion would fail or they should amend the motion.

Council Member Nicholson stated that this should be given back to them after its revised, after it went back to the C.D.B.G. Advisory Committee.

Council Member Leavitt asked whether Councilman Nicholson was suggesting no action be taken that night.

Council Member Nicholson stated that this was a partnership that should come back with a specific program with accountability. He stated that this was the first opportunity for P.Y.I. to hear the Council's comments.

Council Member Leavitt stated that he withdrew his motion.

Council Member Gifford withdrew his second to the motion. Council Member Gifford stated that staff still needed to know if the Council wished to make a policy change for human service programs. He stated that staff would then have a clear policy to follow for the application process.

The City Planner stated that the decision could be made at the May 3 or May 17 Council meeting. He stated that if Council approved Alternative "B" and they were not able to work out a proposal or a subrecipient agreement, then the C.D.B.G. application could be amended without a great deal of difficulty. He stated that it was important that some application be submitted if the City wanted allocations, and a May 3 decision would be ideal. He stated that if P.Y.I. could revise their proposal and resubmit it, it could be reconsidered at the next Council meeting.

Council Member Leavitt stated that he would like to see how P.Y.I. proposed to address their concerns. He stated that Council could wait until May 3 and make a decision then, based on what P.Y.I. brought them, or they could make a decision that evening, and if the Council was not happy with the agreement, then that would be it.

Council Member Nicholson stated that if they were to have a working relationship, then he thought it needs a clean proposal. He stated that he wanted to see a proposal that they think will fly.

Council Member Gifford stated that his only question was giving them a definite maybe, but staff will have a deadline. He stated that if Council said maybe, staff would bring an agreement.

The City Manager stated that what he was hearing was also more specificity in the types of programs.

Council Member Leavitt stated that he believed P.Y.I. could have it back to them.

Council Member Nicholson stated that this was indeed a change in policy.

Council Member Nicholson made a motion that Council continue this matter until the next regularly scheduled City Council meeting and recommend the potential sub-recipient come back with fairly detailed plans to be reviewed at the next meeting. Council Member Leavitt seconded the motion.

The City Attorney stated that Council should just have this matter as it sits continue to the next meeting. He stated that the public hearing would be closed.

Council Member Gifford stated that what Nicholson was saying was let P.Y.I come back with a modified proposal which would be reviewed on May 3. The Council would review Item 14 for policy and direction.

The City Planner stated that the item would be needed by Friday.

Council Member Leavitt stated that P.Y.I. could work it out with the staff as to the time limits.

COUNCIL ACTION

MOVED by Council Member Nicholson, SECONDED by Council Member Leavitt that Council continue this matter until the next regularly scheduled City Council meeting and recommend the potential sub-recipient come back with fairly detailed plans to be reviewed at the next meeting. The motion carried unanimously.

The City Manager clarified that the Council wanted the item by Friday before the Council meeting.

The Council took a recess from 9:43 p.m. to 9:55 p.m.

12. CONDITIONAL USE PERMIT 4-94 - DELANA SIEGAL

The City Manager presented the item and the City Planner gave the staff report.

Mayor Gibbons opened the public hearing at 9:57 p.m.

Mark Hillman, 632 West Grand Avenue, stated that he represented the applicant and was there to answer any questions.

Mayor Gibbons closed the hearing to the public at 9:58 p.m.

In answer to Council query, Mr. Hillman stated that all the conditions were acceptable.

Council Member Nicholson stated that the last time an arcade was approved the staff recommended two adults on-site. He stated that this proposal merely says adult supervision. Council Member Nicholson asked if the previous requirement was based on anything specific.

Mayor Gibbons stated that it was because the other arcade was located adjacent to a bar.

Mayor Gibbons closed the public hearing at 10:04 p.m.

COUNCIL ACTION

Resolution 28-94

MOVED by Council Member Leavitt, SECONDED by Council Member Gifford that Council adopt the draft resolution approving Conditional Use Permit 4-94. The motion carried unanimously.

13. GENERAL PLAN AMENDMENT 3-93 - PARK AND RECREATION ELEMENT

The City Manager presented the item and the City Planner gave the staff report.

Mayor Gibbons opened the public hearing at 10:07 p.m.

Theresa Stump, Chairman of the Parks and Leisure Services Commission, came forward and requested that Council vote in favor of this Element. She stated that it was a very good document.

Don Zuckswert, 609 Village Green, came forward and commended the Council on developing the Parks and Recreation Element. Mr. Zuckswert stated that parks and trees were a reflection of the community. He stated that this Element was the right step in that direction.

Art Callison, 1681 West Memory Lane, stated that he had reviewed the Plan and he thought the Council should be commended for putting it together because it showed a lot of good work. Mr. Callison stated that the Plan was timely. He stated that he thought a Parks and Recreation Plan has a lot of value to people in the community as it provides a place for families, as families, supports youth programs, and gives focus to a lot of volunteer groups. He stated that it also provides an opportunity to teach coming generations about aesthetic values of the outdoors and appreciation for them. He stated that he thought it could have some detriment to crime. Mr. Callison stated that he lives near Veterans' Park and it gets a lot of use. He stated that the Plan provides parks around the City and enhances the ones already there. He stated that he knew they would struggle with new parks and financing them. He stated that he felt it was an essential part of the Plan to find the money to do them--somewhere they had to find financing for new parks and maintenance.

Mayor Gibbons closed the hearing at 10:12 to the public.

Council commended Art, Don and Theresa for their efforts and their work on the Tule River Parkway Association. Council stated that the Plan was a direct reflection of the work they did.

Council Member Nicholson stated that it was appropriate that the real test of this would be in the funding. He stated that it was an excellent document and the committee was to be commended for it and waiting to speak. He stated that he was somewhat concerned that to accept the document in its entirety would lead to a residential impact fee for development, and lead to the policy that new development fund new parks in the City. He stated that they were looking at \$231 per person, and if the average household was 2+ persons, it was a high tax on the new home buyer. Council Member Nicholson stated that he would rather see Mello Roos or addressing parks by each subdivision. He stated that everything the Council did that drives people into renting rather than buying homes, reduces positive influences. He stated that it was key to him that entry level homes remain affordable and people were not driven out of the market. Council Member Nicholson stated that he was not totally satisfied with saying a development impact fee should be established. He stated that it got the ball rolling that might never stop.

Council discussed the proposed funding methods and State involvement.

Theresa Stump stated that Sacramento would not solve the City's problems, it was up to the City. Ms. Stump stated that every other community had development fees, but if the Council wished, they could leave out homes under \$100,000. She stated that this was a way to start, and she asked that Council adopt the Plan with the funding in.

Joanne Carter, 1700 West Grand, stated that government was here to provide services that people themselves could not provide. Ms. Carter stated that any community considered beautiful had parks and trees. Ms. Carter stated that the Council would have to come up with funding.

Council Member Nicholson stated that he didn't think the fees, as proposed, were insignificant, and he didn't feel that way about the other developer fees the City charges either because everything snowballs. He stated that if they can't provide housing under \$100,000, then they would be in the same situation as some other cities. Council Member Nicholson stated that he would like to see a policy toward not charging new home owners for City-wide services.

Ms. Stump questioned where the money would come from--would they float a bond issue. Ms. Stump stated that the developer fees were insignificant and would make the homes more desirable.

Council Member Leavitt stated that when Veterans' Park was built the City had monies that had since been taken by the State, and when Murry Park was built, the City assessed everyone and added it to the tax bills. Council Member Leavitt stated that he watched the development of Veterans' Park and it provided a nice place for everyone to use and took care of the drug problem in that area. Council Member Leavitt stated that there was a tremendous need in Porterville for parks, and he didn't have a problem with \$440 either. He stated that if impact fees were taken away, the price of housing would remain the same. Council Member Leavitt stated that he did see the impact fee on the community, and he would have to take a stand in favor. He stated that he did not feel that this was unfair and unreasonable. He stated that he was in favor of the Plan. Council Member Leavitt stated that this was not set in concrete and they could explore the alternatives.

Council Member Gifford stated that the Plan just said they should consider the fee. He stated that \$441 was a small amount, but it was all the fees that added up. Council Member Gifford stated that he had some reservations, and he felt the funding was open to discussion. He stated that he did not have a problem with the Plan and the effect it would have on the City.

Mayor Pro Tem Clark stated that the subdivisions would be paying for the parks for everyone.

Council Member Nicholson stated that they wouldn't have a problem at the high end, just at the low end, but they continue to drive entry

level buyers out of the market. He stated that it was almost impossible to meet the criteria they set a year ago for low income housing, and he didn't want to be a part of that. He stated that he didn't want to be in a position to vote against the entire document. He stated that Page D-3 said an impact fee should be established.

Council Member Leavitt suggested changing "should" to "could".

Council Member Gifford stated that he could live with that change.

Art Callison stated that it was the 'low end' public that need the parks, and most people would be 'haunted' by the fact that the City did not have the parks instead of the other way around.

Council Member Nicholson stated that he understood that, but he felt the best thing was to put people out of rentals and into their own homes. He stated that was the group that he wanted to protect the most. He stated that he felt the funding should be spread throughout the City.

Council Member Gifford stated that perhaps the tiered schedule could be considered.

Council Member Leavitt stated that he thought they could pass the Element part of the General Plan without getting bogged down in the specifics of the financing.

Council Member Gifford stated that he thought that change in the language from "should" to "could" on Page D-3 would provide Council with more latitude.

Mayor Gibbons closed the hearing at 10:47 p.m.

<u>COUNCIL ACTION</u>	MOVED by Council Member Gifford, SECONDED by
Resolution 29-94	Council Member Leavitt that Council approve the
	Negative Declaration for General Plan Amendment
	3-93. The motion carried unanimously.

<u>COUNCIL ACTION</u>	MOVED by Council Member Gifford, SECONDED by
Resolution 30-94	Council Member Leavitt that Council approve
	General Plan Amendment 3-93, with the change to
	the wording on Page D-3. The motion carried
	unanimously.

SCHEDULED MATTERS

15. CANCEL CONTRACTS FOR POLICE PATROL SEDAN AND DIAL-A-RIDE VEHICLES; AUTHORIZATION TO PURCHASE VEHICLES

The City Manager presented the item.

COUNCIL ACTION

M. O. 12-041994

MOVED by Council Member Nicholson, SECONDED by Council Member Clark that the Council authorize staff to cancel the contracts for purchase of the Dial-A-Ride vehicles and police patrol sedan and authorize staff to negotiate the purchase of three four-door sedans, to be upgraded and used in Dial-A-Ride system; and payment be authorized for the vehicles upon satisfactory delivery. The motion carried unanimously.

The Council adjourned at 10:50 p.m. to a meeting of the Porterville Redevelopment Agency.

PORTERVILLE REDEVELOPMENT AGENCY
May 19, 1994

Roll Call: Nicholson, Clark, Leavitt, Gifford, Gibbons

ORAL COMMUNICATIONS

1. JIM CONE

Jim Cone, 382 East Second, asked if the staff was still trying to arrange parking next to the railroad property.

Agency Member Leavitt stated that the staff was still pursuing that matter.

SCHEDULED MATTER

AA. EXECUTIVE SESSION: GOVERNMENT CODE SECTION 54956.8 REAL PROPERTY NEGOTIATION - 293 AND 301 NORTH HOCKETT, CHARLES SPENSER OWNER, NEGOTIATION OF PURCHASE AND/OR PRICE

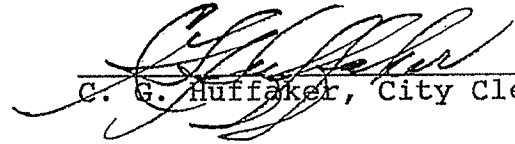
The Agency adjourned at 10:55 to an Executive Session.

Before leaving the Chambers, the City Manager asked the Council to consider a meeting in the first part of May to set a meeting for goals. He stated that the Council could set a date when they meet on May 3.

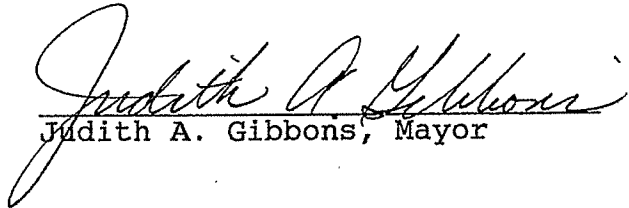
Agency Chairman Gibbons stated that they would be coming back out to give any decisions made in the Executive Session and then adjourn until May 3.

ADJOURNMENT

The Agency reconvened at 12:05 a.m. and adjourned to the Council.
The City Council then adjourned at 12:05 a.m. until May 3, 1994.


C. G. Huffaker, City Clerk

SEAL


Judith A. Gibbons, Mayor

RESOLUTION NO. 29-94

NEGATIVE DECLARATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT 3-93, BEING INCORPORATION OF A PARKS AND RECREATION ELEMENT INTO THE CITY OF PORTERVILLE GENERAL PLAN AND AMENDMENT TO PERTINENT TEXT, TABLES AND MAPS WITHIN THE LAND USE, OPEN SPACE, AND CONSERVATION ELEMENTS OF THE GENERAL PLAN FOR THE PURPOSE OF MAINTAINING INTERNAL CONSISTENCY WITHIN THE GENERAL PLAN

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 1994, conducted a public hearing to consider General Plan Amendment 3-93, being incorporation of a Parks and Recreation Element into the City of Porterville General Plan and amendment to pertinent text, tables, and maps within the Land Use, Open Space, and Conservation Elements of the General Plan where necessary to achieve internal consistency within the General Plan; and

WHEREAS: A Negative Declaration inclusive of an Environmental Assessment/Initial Study for this project was circulated pursuant to Section 15073 of the CEQA Guidelines for review and consideration by responsible agencies affected by said project; and

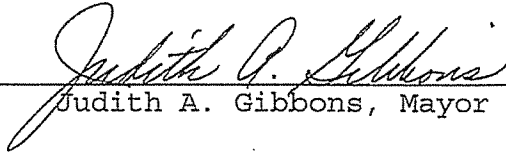
WHEREAS: A Negative Declaration has been prepared pursuant to Section 15074 of the CEQA Guidelines and the City's CEQA Guidelines; and

WHEREAS: The City Council made the following findings:

1. That the Negative Declaration was prepared in accordance with the California Environmental Quality Act.
2. That this project will not have a significant effect on the environment.

3. That the City Council is the decision-making body for this project.
4. That the Negative Declaration prepared for this project was made available for public review and comment.
5. That review of the environmental circumstances regarding this project indicates that no adverse impacts would accrue to wildlife resources from implementation of this project.
6. That the environmental assessment and analysis prepared for this project supporting the Negative Declaration reflects the independent judgment of the City of Porterville.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Negative Declaration prepared for General Plan Amendment 3-93.



Judith A. Gibbons, Mayor

ATTEST:



C. G. Huffaker, City Clerk

STATE OF CALIFORNIA)

(SS

COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 19th day of April, 1994.

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

COUNCILMEN:	CLARK	GIBBONS	LEAVITT	GIFFORD	NICHOLSON
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

RESOLUTION NO. 30-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT
OF THE APPROVAL OF GENERAL PLAN AMENDMENT 3-93, BEING
INCORPORATION OF A PARKS AND RECREATION ELEMENT INTO THE CITY
OF PORTERVILLE GENERAL PLAN AND AMENDMENT TO
PERTINENT TEXT, TABLES AND MAPS WITHIN THE LAND
USE, OPEN SPACE, AND CONSERVATION ELEMENTS OF
THE GENERAL PLAN FOR THE PURPOSE OF MAINTAINING INTERNAL
CONSISTENCY WITHIN THE GENERAL PLAN

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 1994, conducted a public hearing to consider General Plan Amendment 3-93, being incorporation of a Parks and Recreation Element into the City of Porterville General Plan and amendment to pertinent text, tables, and maps within the Land Use, Open Space, and Conservation Elements of the General Plan where necessary to achieve internal consistency within the General Plan; and

WHEREAS: The City Council provided the opportunity for testimony from all interested parties relative to the proposed amendment; and

WHEREAS: An analysis of the proposed amendment has been made accounting for present and future needs of the City, its residents and various land uses to assure that this General Plan Amendment will provide for a balanced and compatible designation of land use classifications; and

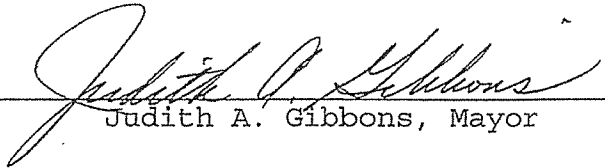
WHEREAS: The City Council made the following findings:

1. That the purpose of this General Plan Amendment is to guide the City toward maintaining and improving the quality of life in the City of Porterville through provision of needed park facilities and recreation programs.
2. That the responsible agencies to be affected by this project were consulted relative to potential concerns and

needs.

3. That this General Plan Amendment was duly advertised as prescribed by law, ensuring public participation.
4. That a Negative Declaration for this project was prepared in accordance with the California Environmental Quality Act, indicating that this General Plan Amendment would not create any adverse environmental effects.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve General Plan Amendment 3-93.


Judith A. Gibbons, Mayor

ATTEST:


C. G. Huffaker, City Clerk

STATE OF CALIFORNIA)

(SS

COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 19th day of April, 1994.

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

COUNCILMEN:	CLARK	GIBBONS	LEAVITT	GIFFORD	NICHOLSON
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

PORTERVILLE CITY COUNCIL AGENDA
ADJOURNED MEETING

CITY HALL CONFERENCE ROOM

OCTOBER 27, 1998 7:00 P.M.

Roll Call: City Council

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS

SCHEDULED MATTERS

1. Discussion and Setting of Parks and Recreation Facilities Priorities

ORAL COMMUNICATIONS

ADJOURNMENT - to November 3, 1998, 7:00 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Porterville Deputy City Clerk, (209) 782-7442. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title 11]

COUNCIL AGENDA: October 27, 1998

SUBJECT: DISCUSSION AND SETTING OF PARKS AND RECREATION FACILITIES PRIORITIES

SOURCE: DEPARTMENT OF PARKS & LEISURE SERVICES

COMMENT: This year at the City Council Goal Setting Session, several Parks and Recreation items were listed to be considered.

- Sports Complex including Soccer and Baseball Fields
- Evaluate the Condition of the Pool

Facility Needs

- Four (4) Soccer Fields / eight (8) Knothole Fields
- Regulation lighted Baseball Field
- Picnic Sites / Picnic Shelters
- Skateboard Park

Potential Sites

- Site 21: Los Robles Park, seven (7) acres adjacent to school
- Site 20: Porter Slough Park, 18 acres possible, located next to
Future Burton School Site, would include drainage basin
- Site 28: Airport open space area

RECOMMENDATION: That the City Council determine Parks and Recreation Facilities Priorities.

ITEM NO.: 1

COUNCIL AGENDA: October 27, 1998

SUBJECT: DISCUSSION OF POSSIBLE FUNDING METHODS

SOURCE: DEPARTMENT OF PARKS & LEISURE SERVICES

COMMENT: In order to implement the goals of the Park and Recreation Element of the City's General Plan certain park facilities must be constructed or expanded commensurate with the growth of the City. A Park Impact Fee is a method that can be used to pay for public park improvements. The proposed impact fee would be based on the park acreage standard for the City of 3.5 acres per 1,000 people X the density factor obtained from the 1990 census X the number of units X the cost of acquiring the land and developing the park.

$$\frac{(3.5) (D.F.) (No. D.U.) X (Acq. Cost + Dev. Cost)}{1,000}$$

<u>Single Family</u>	<u>Multi- Family</u>	<u>Mobile Home</u>
\$441.00	\$342.00*	\$247.00

Specific density factor details are found in the Parks & Recreation Element.

*Based on average cost of multi- family units.

RECOMMENDATION: That the City Council direct staff to set a public hearing for further discussion and possible adoption of a Park Impact Fee as proposed in the Parks and Recreation Element of the General Plan.

ATTACHMENTS: 1. Park Development Fee Comparison Survey

ITEM NO.: _____

PORTERVILLE CITY COUNCIL MEETING
ADJOURNED MEETING OCTOBER 27, 1998
CONFERENCE ROOM, 7:00 P.M.

Call to Order: 7:00 p.m.

Roll Call: Irish, Gurrola, Leavitt, Choate, Gibbons

WRITTEN COMMUNICATIONS

There were no Written Communications.

ORAL COMMUNICATIONS

Jim Oakley, 29053 Avenue 176, Porterville, addressed the Council regarding the Tulare County Youth Coalition and Target 2000. He stated that Porterville was not being represented at these meetings, and he encouraged the Council and those present to look into getting representation of youth groups to participate in these meetings in order to have an opportunity to receive funding through United Way. He stated the meetings are held quarterly, and the next meeting will be in either December or January. He stated that in order to be able to receive funds, participation at the Target 2000 meetings was required.

SCHEDULED MATTER

1. Discussion and Setting of Parks and Recreation Facilities Priorities

The City Manager gave the staff report. The Director of Parks & Leisure Services reviewed the facility needs and potential sites. The facility needs consisted of:

Four soccer fields and eight knothole fields
Regulation lighted baseball field
Picnic sites and picnic shelters
Skateboard park

The potential sites included:

Site 21, Los Robles Park, seven acres adjacent to school
Site 20, Porter Slough Park, 18 acres possible, located next to the future Burton
School Site, which would include a drainage basin
Site 28, Airport open space area, 53 acres plus possibly another 17 acres

Mr. Meachum stated it will cost approximately \$20,000 per acre to turf the area. This cost just represents the irrigation system in the ground. An additional cost of \$7,000 per acre can

be expected for the actual irrigating of the area and the manpower for maintenance. The cost of lighting a baseball diamond is approximately \$240,000, and the cost of a skateboard park would be approximately \$125,000.

The City Manager noted it would be helpful to Staff if the Council would consider these needs and potential sites, and give Staff a direction they would like to pursue at which time better costs and schematics could be accumulated.

A general discussion then ensued regarding the needs and potential sites. It was stated that the Los Robles site would also require the construction of a parking lot, the cost of which had not been added into the estimated cost of \$300,000 for this site. If the airport site were to be used, there was enough land available for a community park and possibly a regional park and utilizing all the types of needs discussed this evening. The possibility of using the baseball diamond at Porterville College was also discussed. Facilities at the schools are being used to their maximum, and a large part of the playground areas are being taken up by portable classrooms.

Possible funding sources were discussed including a park impact fee. The City Manager stated that if the Council did choose to develop such a fee similar to what was recommended back in 1993/94, it would generate approximately \$80,000 per year. He also cautioned that whatever is built will also have to be maintained.

Mayor Pro Tem Leavitt stated that in addition to the need for recreational facilities, he felt the City also needed additional passive parks.

Council Member Gurrola asked if there were any specific areas being looked at for passive parks as well.

The City Manager responded that we were basically looking at combinations in an effort to try to get the maximum amount for our money. The immediate need is for athletic and playground activities, and Staff is trying to respond to the Council's priorities a couple of months earlier concerning a multi-sports complex area. He further stated that Veterans' Park was supposed to be a passive park but has grown into a very popular area, particularly with walkers and joggers.

The three sites were then discussed in further detail. The Los Robles facility could probably increase from 12 diamonds up to 20, and from 3 soccer fields up to 4 or 5, at a minimum cost of \$300,000, plus the parking lot.

The Burton Middle School needs a baseball diamond right now. This facility would have the ability to share costs, and a parking lot would also have to be constructed at this site.

The airport open space area could possibly present a problem to the FAA with lighting; however, sewer and water are at the site and utility costs would be much less expensive.

The Mayor then permitted public comment from those present.

Mark Nanamura, 700 N. Palm Place, addressed the Council stating that he was recommending the Council be proactive and use the City site at the airport that had been discussed since everything could be built on 70 acres, and the City would not need to then do patchwork everywhere. He further stated that Visalia had seven lighted diamonds, and they were relatively close to their airport.

Rudy Roman, 45 Emerson Place, Porterville, stated that schools don't have lights and that creates difficulty in scheduling their events when they have to move their soccer practices at 3:30 in the afternoon to go to either Veterans Park or one of the high schools because the after school programs get priority. He also stated that having one facility makes more sense and would be a good promotion for the City and could attract a lot of people and bring money to the area. He stated that we could be a site for regional tournaments if we had the proper facilities.

Baldomero Garcia, 651 W. Union, stated that schools have regional tournaments in Visalia. He stated we have less fields every year because of portable buildings and tournaments will have to go somewhere else. He referred to the Lemoore Sports Complex as being a facility the Council and Staff may want to visit.

Mayor Pro Tem Leavitt stated he would like to also look for bare land closer to the City as a possibility for purchase rather than just trying to only consider sites to make something fit. He would like to consider purchasing a block of land and design it to fit our needs.

Council Member Gurrola asked if there were any grants or other funding sources to assist with development of these types of projects.

Staff responded that none were available - the City had been successful with grants for the Tule River Parkway and the OHV Park; however, no monies were available for recreational type parks.

Council Member Irish stated we need to look at whether we can put lights at the airport. He further stated that if we could bring people from out of town to a sports complex, there would be good access to Highway 65, but lighting would be critical.

Joanne Dudley, 1700 West Grand Avenue, Porterville, stated that coming up with funding sources needed to be a priority.

Gordon Woods, 1480 West Westfield, Porterville, stated the City is the only one within 100 miles that doesn't have an impact fee, and it was necessary to get one. He stated that people that are impacting the system like new construction should be impacted by the fee.

Council Member Gurrola then raised questions regarding a skateboard park. Staff stated it would cost approximately \$125,000 for such a facility, and it would take approximately one acre of land, not including parking.

The City pool was then discussed relating to the leakage problem and patchwork that has been attempted in the past. It was stated that it would take another \$10,000 to \$15,000 to repair the pool again this year. Liners were looked into in the past but probably would not take care of the problem on a permanent basis.

Gordon Woods, 1480 West Westfield, stated that there is an expansion joint at the deep end of the pool. He estimated it would cost \$100,000 to fix the bottom of the pool, but it would not be a guaranteed repair.

After the discussion, it was decided to do the minor repairs at this time and make it work for another season.

<u>COUNCIL ACTION</u>	MOVED by Mayor Pro Tem Leavitt, SECONDED by Council
M.O. 01-102798	Member Irish that in relation to the airport open space site that it be determined whether or not lighting could be utilized for soccer fields and knothole fields. The motion carried unanimously.
M. O. 02-102798	MOVED by Mayor Pro Tem Leavitt, SECONDED by Council
	Member Gurrola that bare land contiguous to the City be looked at in terms of availability and price. The motion carried unanimously.
M. O. 03-102798	MOVED by Mayor Pro Tem Leavitt, SECONDED by Council
	Member Irish that we keep the City pool in running order.

Impact fees were then discussed further by Council.

Staff stated they would look at costs and how we arrive at costs and what is needed and bring back the information to the Council.

Staff was also directed to look at the feasibility of a skateboard park and report back to Council.

<u>COUNCIL ACTION</u>	MOVED by Council Member Irish, SECONDED by Council Member
M. O. 04-102798	Gurrola that Staff report back to Council as soon as possible regarding (1) information relating to a park impact fee; (2) information from the Federal Aviation Administration (FAA) relating to any information received regarding concerns they may have for construction at the airport open space site; and (3) other funding sources and sites that may be available. The motion carried unanimously.

OTHER MATTERS

Council Member Gurrola asked for an update on the Burton School Ballfield project on Morton Avenue. Staff reported that at the November 3 Council meeting, bids from both the Burton School Park-Parking Lot and Ballfield Project would be on the agenda.

Mayor Pro Tem Leavitt asked Staff to look into some sort of standards for construction of homes built out of straw, which some people are already building in other states. He also questioned Staff relating to the Plano Street project between Date and the bridge and asked whether it would be re-paved. Staff responded that area would be re-paved.

Mayor Gibbons stated that there was a tight curve on Plano going onto Corona. Mike Unser responded that the alignment is the same as before; however, the lines that are down now are only temporary - the permanent street lines have not yet been painted.

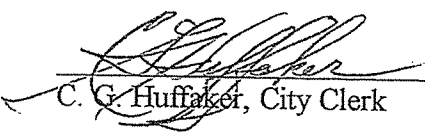
ORAL COMMUNICATIONS

Rudy Roman, 45 N. Emerson Place, Porterville, stated that people are not stopping for pedestrians on Main Street. He felt part of the problem was there is no striping, and people from out of town can't see the crosswalks.

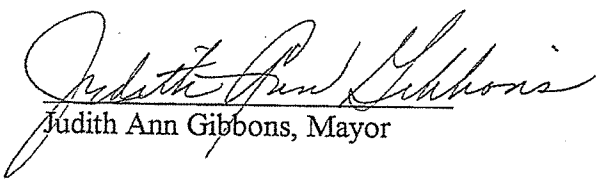
Council Member Gurrola stated perhaps crosswalk signs could be posted.

ADJOURNMENT

Council adjourned at 8:35 p.m. until November 3, 1998, at 7:00 p.m.


C. G. Huffaker, City Clerk

SEAL


Judith Ann Gibbons, Mayor

CITY COUNCIL AGENDA
PORTERVILLE, CALIFORNIA
NOVEMBER 19, 1998 7:00 P.M.
CONFERENCE ROOM - CITY HALL, 7:00 P.M.

Roll Call: City Council

WRITTEN COMMUNICATIONS

ORAL COMMUNICATIONS

SCHEDULED MATTERS

1. Update on Tulare County Works Program
2. Recreational/Sports Complex Report
Re: The identification of 3 sites in addition to the airport site, estimated costs for improvement of the 4 sites, and possible options for funding.
Recommendation to be determined by Council.

ORAL COMMUNICATIONS

ADJOURNMENT - to December 1, 1998

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Porterville Deputy City Clerk, (209) 782-7442. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

ADJOURNED CITY COUNCIL AGENDA: NOVEMBER 19, 1998

SUBJECT: RECREATIONAL/SPORTS COMPLEX REPORT

SOURCE: COMMUNITY DEVELOPMENT AND SERVICES DEPARTMENT

COMMENT: At an adjourned City Council meeting of October 27, 1998, the City reviewed and discussed the City's Park and Open Space Element, particularly the possible development of a sports complex facility. School sites as well as City owned properties were the main focus of discussion. At the conclusion of the meeting staff was directed to do the following:

- ° Identify parcels close to the core of the City that could support a sports complex;
- ° Prepare estimates for each site;
- ° Check with FAA (Federal Aviation Administration) regarding lighted facilities on airport property;
- ° Prepare alternative funding sources.

Staff has identified three (3) sites with a large enough area, 40± acres and closer to the core of the community than the airport property, as requested.

Site No. 1 - Northwest corner Newcomb Street and Westfield Avenue

Site No. 2 - West side of Plano Street between Mulberry Avenue and Reid Avenue adjacent to Muller Drainage Facility

Site No. 3 - Northeast corner of Tule River and West Olive Avenue
(West Tule River Park in Master Plan)

Site No. 4 - Airport

ITEM NO. 2

As directed, Staff has also prepared estimates for improving the four sites to accommodate all uses addressed at the adjourned meeting; soccer fields, softball fields, baseball fields, T-ball fields, football fields, open space and casual use areas, and of course, restroom and parking areas. In order to compare like cost, staff has applied the same quantity of recreational uses and facilities to each site with the difference being off-site infrastructure cost and land purchase. Once a site(s) has been selected the Council can then set the priority of uses to control the total cost.

Site No. 1 estimated cost	\$3,350,000
Site No. 2 estimated cost	\$2,436,000
Site No. 3 estimated cost	\$2,555,000
Site No. 4 estimated cost	\$2,000,000

In answer to the question regarding development at the airport, FAA requires that structures that exceed certain height limitation at specified distance from runways must be processed through the FAA for approval. Most of the airport site permits structures from 8 to 28 foot height ranges. Approval for exceeding the height guidelines is not usually a difficult task.

The last item the City Council asked for more detail on was funding. The following are funding options available to the City Council for development of recreational facilities estimated total development cost of \$1,500,000:

FUNDING OPTIONS

1. Sales Tax
2. Property (assessments)
3. Development fees
4. Certificates of Participation

Detailed information of the four (4) funding options are attached.

RECOMMENDATION: Action to be determined by City Council.

ATTACHMENTS:

1. Funding
2. Locator Maps and Estimates

OPTION #1

CITYWIDE SALES TAX

Since city governments do not have the authority to implement an additional tax on retail sales, the following steps would need to be undertaken:

- ~ Legislation to be drafted by either State Senator-Elect Chuck Poochigian of the 14th District, or Assemblyman Roy Ashburn of the 32nd District. This legislation would need to spell out the percentage of the intended tax and the duration of its existence. Once the bill was drafted, it would need approval in both Houses of the State, and then require the signature of the Governor to become law, granting the City of Porterville authorization to place the tax on a ballot.

Once authorized, Council would place the item on the appropriate ballot. If written as a General Tax, a simple majority vote would need to be achieved to activate the tax. If written as a Special Tax, a two-thirds majority vote would be required. The tax would become effective the following January 1.

A sales tax in the amount of one-tenth of 1% would generate approximately \$330,000 annually. This would set the City sales tax amount to 7.35%, and raise the estimated \$1,500,000 necessary for the project in approximately five years.

If so drafted, this tax could be used for property acquisition, construction, and maintenance of park facilities. This tax would be collected by local retailers and forwarded on to the State Board of Equalization, then remitted to the City on a monthly basis.

The time estimated to implement a Citywide sales tax and realize revenue is three years. If a special election were to be held for this item, the time frame could be shortened to two years.

OPTION #2

CITYWIDE PARCEL TAX

As per the passage of Proposition 218, all new parcel taxes are "special taxes" requiring a two-thirds (2/3) majority vote for approval. With the authority to place this matter on a ballot, Council would specify in an ordinance the amount of the tax to be placed on each parcel. This would either be a flat per parcel tax, or based on the size, use, or number of units on each parcel. The tax could not be based on value, as "ad valorem" taxes are prohibited by Proposition XIII. This type of tax would be most subject to challenge.

A flat tax of \$30.00 per parcel would generate an anticipated \$325,250 annually, and would fund the \$1,500,000 needed for the project in approximately five years.

If so drafted, this tax could be used for property acquisition, construction, and maintenance of park facilities. This tax would be collected by the County Tax Collector, and remitted to the City semiannually.

The creation of a Citywide Assessment District would require an Engineer's report that specified the "special benefit" derived by all 10,842 parcels in the City limits. All costs associated with the "general benefit" of such a park complex would have to be paid from the General Fund. It is estimated that the majority of the costs of the complex would be considered "general benefit."

The time estimated to implement a Citywide parcel tax and realize revenue is three years. If a special election were to be held for this item, the time frame could be reduced to two years.

OPTION #3

DEVELOPER IMPACT FEES

As originally proposed, the impact fees on new construction could be enacted by an ordinance of the City Council, with the rates to be set by resolution. These fees could become effective at the Council's discretion. Based on the recommendation identified in the Parks and Recreation Element, adopted in 1994, the Park Impact Fee would generate an estimated \$80,000 annually. At this rate of collection, the time required to accumulate the \$1,500,000 would be an estimated fifteen years. The proceeds could be used for acquisition and development of Parks projects, or could be used for debt service on loans to create those facilities.

The time estimated to implement a Developer Impact Fee and realize revenue is a matter of months.

OPTION #4

CERTIFICATES OF PARTICIPATION
FORWARD BOND PURCHASE AGREEMENT

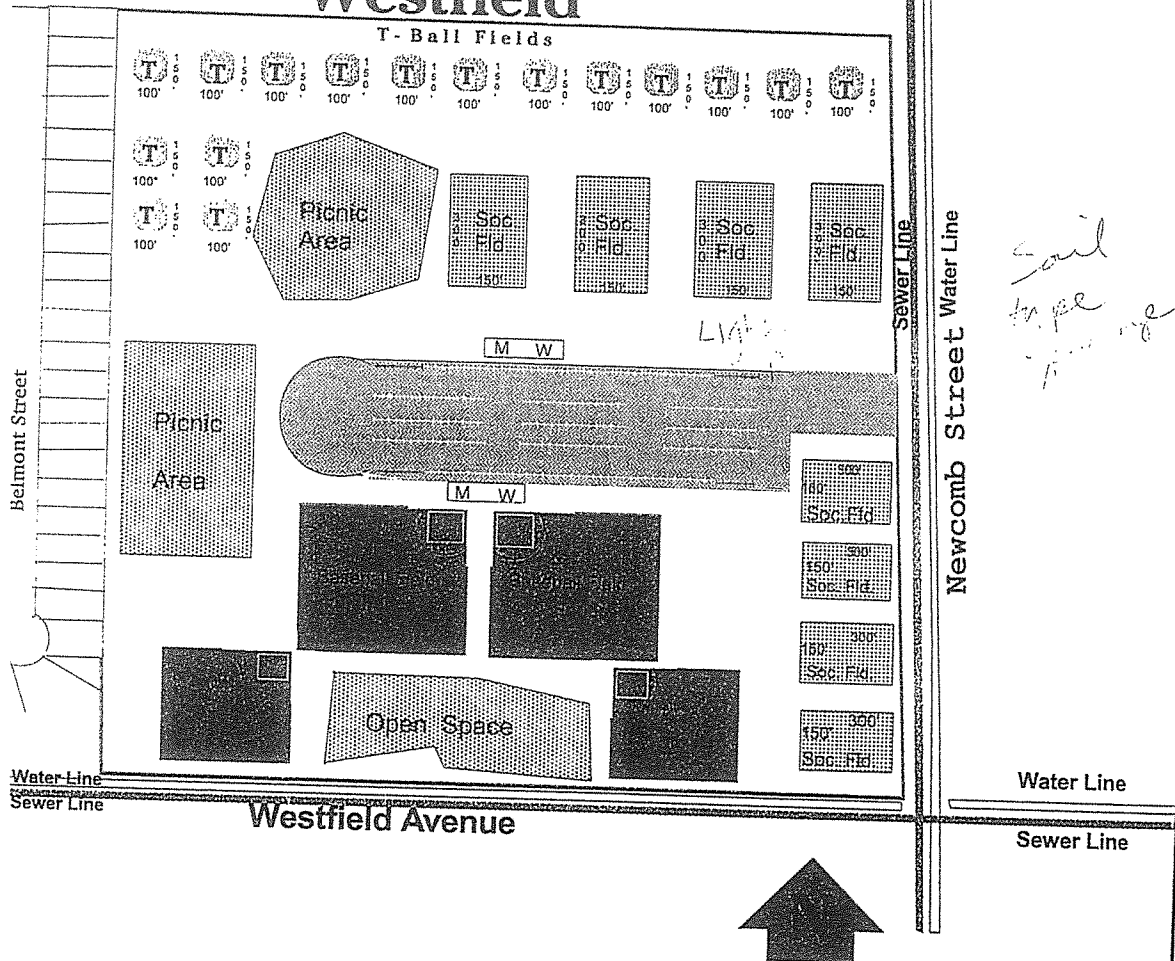
One remaining option to produce the necessary \$1,500,000 needed for the sports complex project could be obtained through a series of actions starting with the designation of the discretionary proceeds from the recent \$20 million COP issuance. This represents 5% of the issuance that can be used for any capital project purpose.

The next action would be to enter into a Forward Bond Purchase Agreement (FBPA) on the 1992 COPs for Public Buildings, Sewer, and Water. It is estimated that this action would produce approximately \$500,000 in one-time money. This action is an agreement that would give the contracting party the right to refund these three issuances at the first call date in 2003. If they so choose to exercise the option. The \$500,000 would represent the net present value savings today, and prevent the City from having to wait until the call date to experience the savings of a refunding.

Proceeds from a park impact fee could be used to repay the COP proceeds, and the water and sewer portions of the FBPA. The General Fund portion of the FBPA would not require repayment.

The time estimated to implement this option is thirty days.

Site #1 Westfield



LAND COST:

40 Ac± @ \$ 33,750. per Ac = \$1,350,000.

OFFSITE COST:

0

ANNUAL WATER/SEWER COST:

\$ 35,000. TO \$ 50,000. per yr.

ANNUAL LABOR COST:

2 Employee — \$ 55,000.
Expenses — \$ 15,000.
Equip. — \$ 10,000.
\$ 80,000.
Cap. Mower/Cart — \$ 100,000.

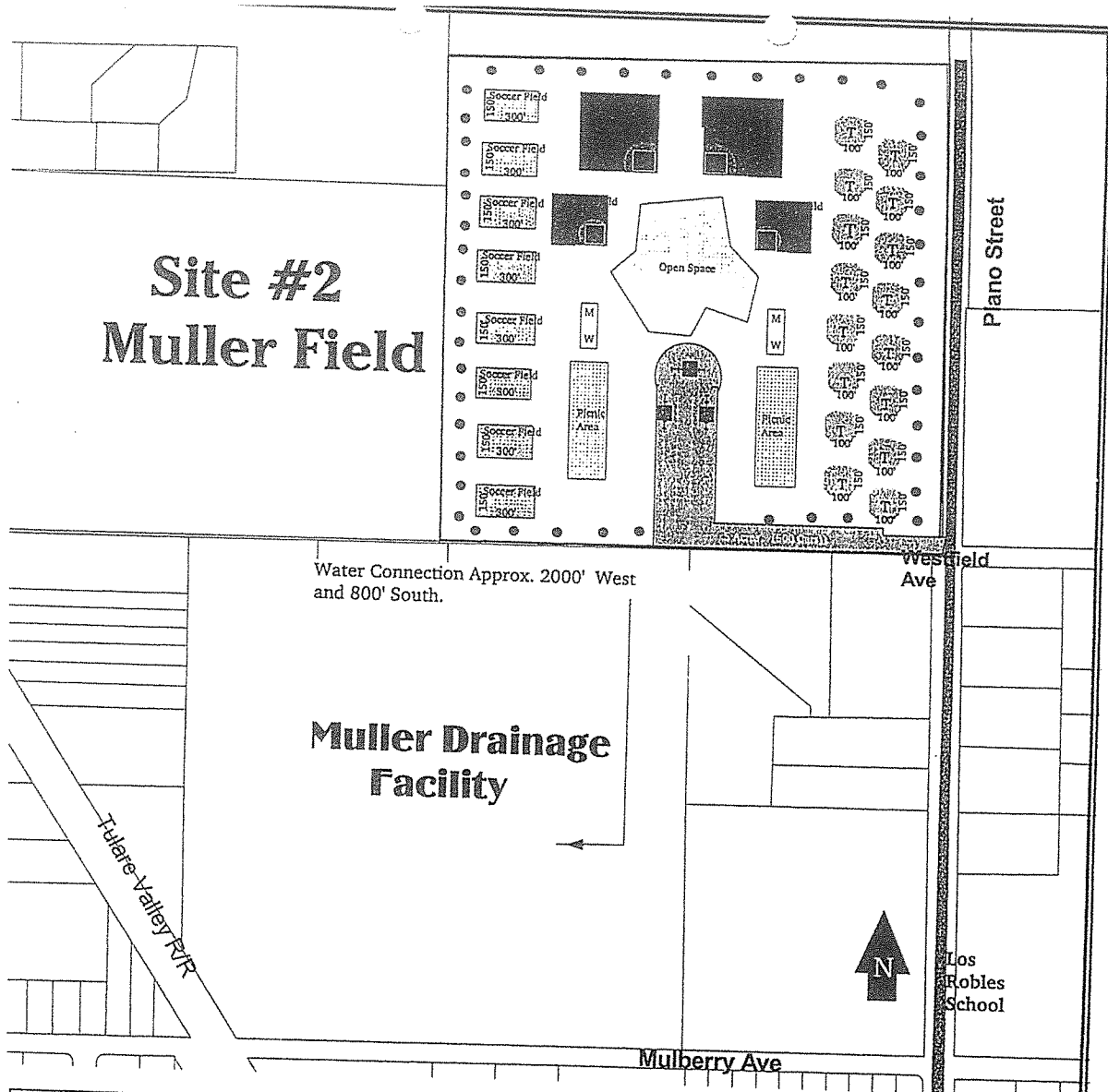
REC. IMPROVEMENT COST:

Irrigation
Turf
Parking (300 spaces)
Restrooms (2 ea.)
T-Ball (18 ea.)
Softball Dia. (2 ea.)
Soccer Fields (8 ea.)
Ball Fields (2 ea.)
Picnic Areas
Children Areas
Shelters (2 ea.)
Cost = \$2,000,000.

TOTAL DEV. COST:

Land — \$1,350,000.
Imp. — \$2,000,000.
Offsite — \$ 0.0
\$3,350,000.

Site #2 Muller Field



LAND COST:
40 Ac± = \$ 420,000.

OFFSITE COST:
Water — \$ 16,000.
Sewer --- \$ 0,000.

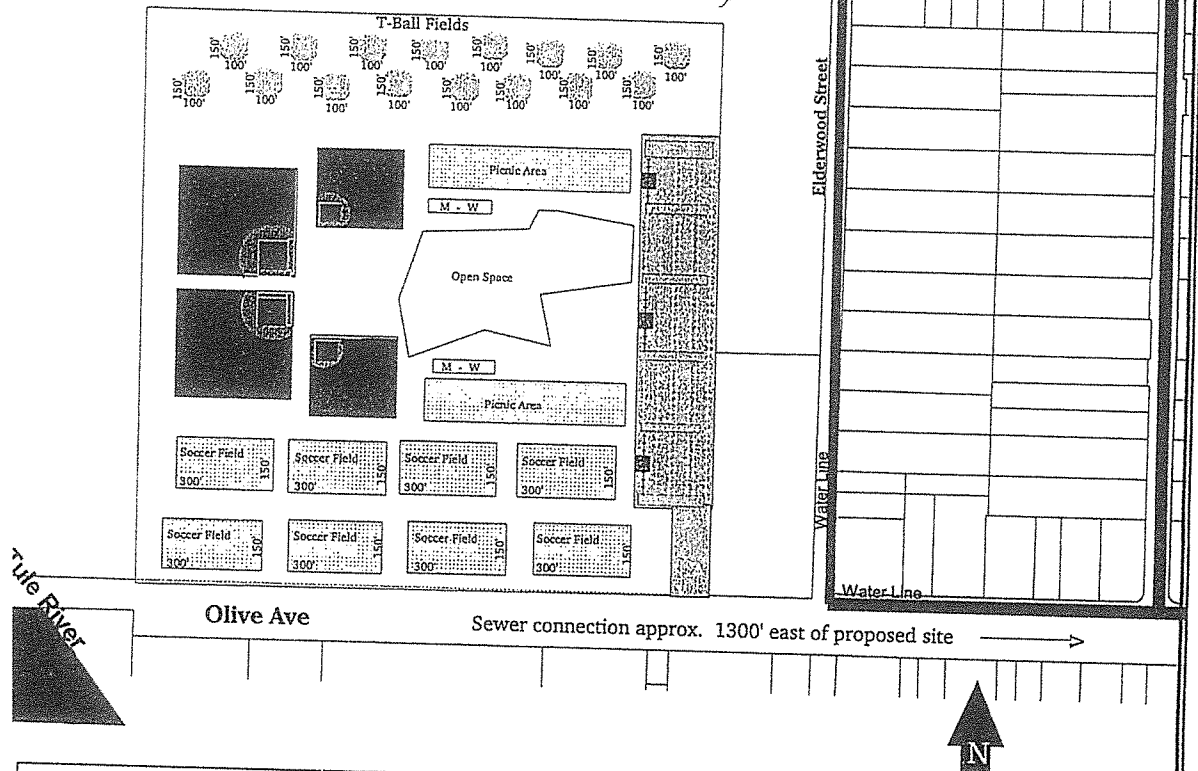
ANNUAL WATER/SEWER COST:
\$ 35,000. TO \$ 50,000. per yr.

ANNUAL LABOR COST:
2 Employee — \$ 55,000.
Expenses — \$ 15,000.
Equip. — \$ 10,000.
\$ 80,000.
Cap. Mower/Cart — \$ 100,000.

REC. IMPROVEMENT COST:
Irrigation
Turf
Parking (300 spaces)
Restrooms (2 ea.)
T-Ball (18 ea.)
Softball Dia. (2 ea.)
Soccer Fields (8 ea.)
Ball Fields (2 ea.)
Picnic Areas
Children Areas
Shelters (2 ea.)
Cost = \$ 2,000,000.

TOTAL DEV. COST:
Land — \$ 420,000.
Imp. — \$ 2,000,000.
Offsite - \$ 16,000.
\$ 2,436,000.

Site #3 Tule River/Olive Ave



LAND COST:
40 Ac± = \$ 400,000.

OFFSITE COST:
Water — \$ 30,000.
Sewer — \$ 45,000.
Lift Sta. — \$ 80,000.
\$ 155,000.

ANNUAL WATER/SEWER COST:
\$ 35,000. TO \$ 50,000. per yr.

ANNUAL LABOR COST:
2 Employee — \$ 55,000.
Expenses — \$ 15,000.
Equip. — \$ 10,000.
\$ 80,000.
Cap. Mower/Cart — \$ 100,000.

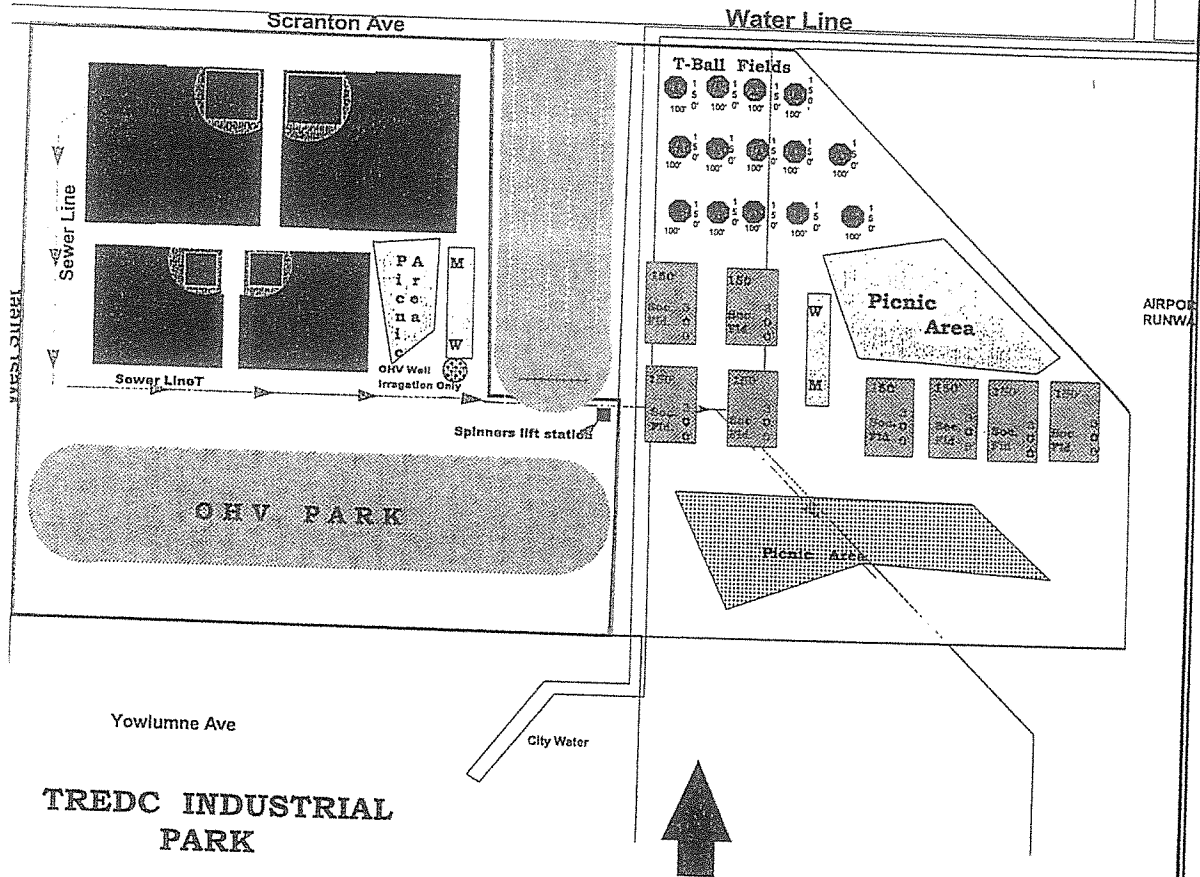
REC. IMPROVEMENT COST:

Irrigation
Turf
Parking (300 spaces)
Restrooms (2 ea.)
T-Ball (18 ea.)
Softball Dia. (2 ea.)
Soccer Fields (8 ea.)
Ball Fields (2 ea.)
Picnic Areas
Children Areas
Shelters (2 ea.)
Cost = \$ 2,000,000.

TOTAL DEV. COST:

Land — \$ 400,000.
Imp. — \$ 2,000,000.
Offsite - \$ 155,000.
\$ 2,555,000.

AIRPORT SITE



LAND COST:
40 Ac± = \$ 000,000.

OFFSITE COST:
Water — \$ 0,000.
Sewer --- \$ 0,000.

ANNUAL WATER/SEWER COST:
Ann. Water — \$ 10,000.

ANNUAL LABOR COST:
2 Employee — \$ 55,000.
Expenses — \$ 15,000.
Equip. — \$ 10,000.
\$ 80,000.
Cap. Mower/Cart — \$ 100,000.

REC. IMPROVEMENT COST:

Irrigation
Turf
Parking (300 spaces)
Restrooms (2 ea.)
T-Ball (18 ea.)
Softball Dia. (2 ea.)
Soccer Fields (8 ea.)
Ball Fields (2 ea.)
Picnic Areas
Children Areas
Shelters (2 ea.)
Cost = \$2,000,000.

TOTAL DEV. COST:

Land — \$ 000,000.
Imp. — \$2,000,000.
Offsite - \$ 00,000.
\$2,000,000.

PORTERVILLE CITY COUNCIL MEETING
ADJOURNED MEETING NOVEMBER 19, 1998
CITY HALL, 7:00 P.M.

Call to Order: 7:00 p.m.

Roll Call: Irish, Gurrola, Leavitt, Choate, Gibbons

WRITTEN COMMUNICATIONS - There were no Written Communications.

ORAL COMMUNICATIONS - There were no Oral Communications.

SCHEDULED MATTERS

Mayor Gibbons stated that the Council has had a request from Dawn Perigo, and with approval of the Council, Item No. 3 would be the first item on tonight's agenda.

Council concurred on moving the item.

3. HOLIDAY HOME DECORATING CONTEST

Dawn Perigo, 2052 West Memory Lane, came forward and handed out a rough draft of the Holiday Home Decorating Contest Entry Form which she had prepared. She stated that this was based on the decorating contest held in the City of Downey. Mrs. Perigo stated that she hoped this would increase the number of residences decorating for Christmas. She explained the award system, and stated that she just hoped to get something going in Porterville.

Mayor Gibbons stated that she thought it was a good idea, and asked if Mrs. Perigo would agree to help.

Council Member Irish stated that time was crucial, so Mrs. Perigo needed to work with the Council and get this together by the first of December.

Mayor Pro Tem Leavitt questioned whether they should form a committee.

Mayor Gibbons stated that she would appoint Council Member Irish.

Council Member Irish stated that they would have to do some preliminary work with the local newspaper.

Mayor Pro Tem Leavitt suggested having a committee of two Council Members, Mrs. Perigo and possibly other interested parties. He stated that perhaps they could put the program together without having to come back to Council because of the time constraints.

Mayor Gibbons stated that Mayor Pro Tem Leavitt could also serve on the committee.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that Council form a quasi-committee with two Council Members, Min. Ord. 01-111998 Mrs. Perigo and others that should be put in; with the committee moving forward as it goes due to the time constraints. The motion carried unanimously.

Disposition: Approved.

1. UPDATE ON COUNTY TULAREWORKS PROGRAM

The City Manager introduced David Crawford, Division Manager-TulareWORKS, who was present to give the Council an update on the program.

David Crawford handed out a sheet explaining the local welfare reform program called TulareWORKS. He briefly explained the lump sum diversion program, which would eliminate the reason a family would apply for welfare, and then presented a slide presentation called Welfare Reform Status Report.

Council Member Irish asked Mr. Crawford if the County had an idea on the retention rate of the 2470 jobs since January 1, 1998.

Mr. Crawford stated that they didn't have those figures as they had been concentrating on the enrollment aspect of the program.

Council Member Gurrola clarified that people taking part-time and minimum wage jobs would still be receiving food stamps and Medicare.

Council thanked Mr. Crawford for coming and giving his presentation.

The Council took a recess from 8:00 to 8:07 p.m.

2. RECREATION/SPORTS COMPLEX REPORT

Recommendation: Action to be determined by City Council.

The City Manager presented the item and Gil Meachum, Parks and Leisure Services Director, presented slides of the four sites and reviewed the facilities on each site.

The City Manager stated that none of the baseball diamonds would be lit due to the cost. He then reviewed the four funding alternatives--sales tax, property assessments, development fees and 5% from the Certificates of Participation.

Darrel Pyle, Finance Director, explained a Forward Bond Purchase. He stated that basically the City would get the money up front, and the bonding company would get the savings in 2003 if the market was good, and they would get nothing if the market was bad and the City did not refinance.

The City Manager asked if this was what the Council had in mind.

Council Member Irish stated that the improvement costs were all listed as \$2 million, but nothing was reflected in there as regards to sewer line proximity to the restrooms or the type of soil.

The City Manager stated that the \$2 million was just an estimate.

Council Member Irish stated that if the costs came in significantly lower, perhaps they could look at lighting the fields.

The City Manager stated that Council should remember that the cost staff felt they could comfortably raise was \$1.5 million.

Mayor Gibbons clarified that the annual costs would come from the General Fund.

The City Manager stated that annual costs and development costs were different.

Council questioned Mr. Meachum on the amount of playing fields currently in the City.

Mayor Gibbons asked if any of the members of the Parks and Leisure Services Commission present that evening wished to speak on this item.

Gordon Woods stated that they would like to have all four sites. Mr. Woods stated that in view of population and utilization, the Westfield site would be best, but from an economics and growth view point, the airport site would be preferable.

Mr. Meachum stated that he concurred.

Larry Sullivan stated that he agreed with Mr. Woods on the Westfield site. He stated that lighting could have an impact with the residential neighborhoods. He stated that the issue at the airport was the location. Mr. Sullivan stated that perhaps the bus line could go that way, as the airport was the most economical site.

Mr. Woods asked how close the City was on the developer impact fees.

The City Manager stated that staff was meeting again with the BIA next week to discuss this issue.

Council Member Gurrola stated that the statement had been made that if they looked at the airport there would be a possibility of OHV Grants.

The City Manager stated that they would take down the bleachers and take down the dirt wall.

Mr. Meachum stated that he would be in Sacramento next week talking to the State OHV people.

Mayor Gibbons stated that sewer and water costs would be less at the airport. She asked if effluent could be used to water the fields.

The City Manager stated that there were restrictions on the use of effluent for irrigation.

Council Member Gurrola stated that there were no concession stands shown on the drawings.

The City Manager stated that they would build the project in increments, first the turf and parking, then restrooms, etc. He stated that hopefully the people that want to have the concession will build the stand for it.

Mayor Pro Tem Leavitt stated that he knew they were being guided to the airport, but he agreed that it was too far out of town. He stated that the Muller Field site was second cheapest, and it was close to two schools and major streets. Mayor Pro Tem Leavitt stated that he favored the Muller Field site. He stated that he had a problem putting playing fields at the end of a runway, because when they concentrate a large group of people like that, it was a loaded gun.

Council Member Choate stated that he agreed with Mayor Pro Tem Leavitt on Site No. 2. He stated that it was accessible by kids on bikes. He stated that it fit with the City trying to move in an easterly direction.

Mayor Gibbons stated that it depends on how big their checkbook was and how long they wanted to wait to development this project.

Council Member Irish stated that in Bakersfield, Lake Mead was way out there with ten soccer fields, but they are full and they need more fields.

Mayor Pro Tem Leavitt stated that they would be cutting those kids out that didn't have transportation.

Council Member Choate stated that accessibility to the kids should be a high priority.

Mayor Gibbons asked if Council wanted to wait three years to put it out there.

Council Member Irish stated that they could come down to looking at two sites.

Larry Sullivan stated that he wanted to point out that the City has been trying to build a ball field at one of the schools in town for several years. He stated that they had seen an increase in the costs of the project because of the delay. He stated that the sooner the complex was built, the cheaper it would be.

The City Manager stated that staff wanted to know:
Were they on the right track?
Did the Council like the complex?
Did the Council like the sites?

The City Manager stated that he got the impression that the Council did like the complex. He stated that they would go out and do an RFP. He stated that the only thing he questioned was the annual costs, they might be on the low side. The City Manager asked if the Council felt comfortable using 5% of the C.O.P.s, and paying it back, and using the Forward Bond Purchase.

Council Member Irish stated that he would feel comfortable looking to both sites and then, depending on the price, looking into the bond issue. He stated that they need to find out what it will cost.

The City Manager stated that he believed that \$1.5 million would be the maximum the City has available using those alternatives.

Council Member Gurrola stated that using C.O.P.s and Forward Bond Purchase would not result in an increase in the fees to the citizens.

The City Manager stated that there would just have to be a revenue flow to pay it back.

Mayor Gibbons asked if there were two sites they wanted studied. She questioned whether this would go out to a consultant, and what the time frame would be.

The City Manager stated that it would be three to six months. He stated that although there were some very talented people on staff, he suggested that it be done by a consultant that does only that type of work.

Mayor Pro Tem Leavitt stated that he didn't see pursuing Site #1 if it wasn't even for sale.

COUNCIL ACTION MOVED Council Member Irish, SECONDED by Council Member Leavitt
Min. Ord. 02-111998 that the Council pursue Site 4, the airport, and Site #2, Muller Field. The
motion carried unanimously.

Disposition: Approved.

The City Manager stated that staff would probably talk to people and bring back additional data before they go to a consultant. He stated that he personally wanted to thank Mike Unser and Gil Meachum for the work they had done.

Mayor Pro Tem Leavitt asked if staff was going to look at the sites and decide which one was going to the consultant. He asked for clarification on what the staff was going to do next.

The City Manager stated that they didn't want to have to pay twice for two sites, so Council would have to make a decision. He stated that they would talk to people who do this type of project and come back with some prices.

Mayor Gibbons commended the staff for the work they had done on this item.

The City Manager stated that he thought the Council feels amenable to using the C.O.P.s and the Forward Bond Purchase for financing.

Mayor Pro Tem Leavitt stated that if it would not cost the City more on the Forward Bond Purchase, then he would like that.

The City Manager stated that they would talk to the bond people.

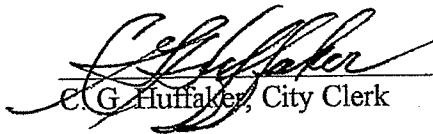
Council Member Gurrola asked that the Council receive additional information on the discussions with the BIA

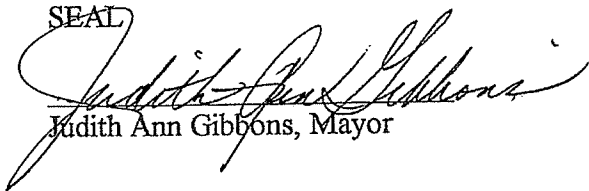
The City Manager stated that they would bring this back as quickly as possible.

ORAL COMMUNICATIONS - There were no Oral Communications.

ADJOURNMENT

The Council adjourned at 8:48 p.m. until December 1, 1998, at 7:00 p.m.


C. G. Huffaker, City Clerk

SEAL

Judith Ann Gibbons, Mayor

RESOLUTION NO. 2-99

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE SETTING A
PARK IMPACT FEE FOR ALL NEW RESIDENTIAL
DEVELOPMENTS WITHIN THE CITY OF PORTERVILLE

WHEREAS, the City Council of the City of Porterville has adopted Ordinance No. 1567 creating and establishing the authority for imposing and charging a park impact fee; and

WHEREAS, the Parks and Recreation Element of the City's General Plan identified the impacts of contemplated new development, excluding expansion of existing development, within the General Plan boundaries on existing or planned park facilities, along with which an analysis of the need for a new and expanded park facilities and improvements required by new development was conducted and said study set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements; and

WHEREAS, the City Council finds as follows:

- A. The purpose of this fee is to assist in financing new park facilities and accommodate increased demand brought about by new development within the City boundaries, excluding expansion of existing development;
- B. The fees collected pursuant to this resolution shall be used to finance only park facilities described in the City's Park and Recreation Element;
- C. There is a need identified by the City Parks and Recreation Element for facilities which have not been constructed or are in need of expansion due to new development. These facilities are directly related to new development and, therefore, new development shall contribute its fair share towards the cost of these facilities. Said facilities have been called for in, or are consistent with, the City's Parks and Recreation Element of the General Plan.

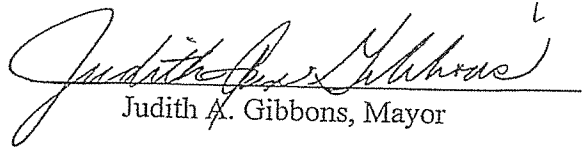
- D. The facts and evidence presented establish that there is a reasonable relationship between the need for the described park and recreation facilities and the impacts of the types of development described in Paragraph 4, below, for which the corresponding fee is charged, and also, there is a reasonable relationship between the use of the fee and the type of development for which the fee is charged, as these reasonable relationships are in more detail described in the study referred to above;
- E. The costs estimates set forth in the Porterville Parks and Recreation Element are reasonable cost estimates for construction of these facilities, and the fees in attached Exhibit "A", expected to be generated by new development, will not exceed the total of these costs.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Porterville that:

- 1. The minimum Level of Service for the purpose of establishing and implementing a Parks and Recreation impact fee shall be set as the fees in attached Exhibit "A".
- 2. "New Development" shall be defined as new construction of residential improvements (both single, multi-family and mobile home).
- 3. A Parks impact fee shall be paid prior to the issuance of a building permit by all new development in the boundaries of the City. The Director of Parks and Leisure Services shall determine the type of development and the corresponding fee to be charged in accordance with this resolution.
- 4. For new development, the fees shall be as established in the adopted fee schedule, by resolution of the City Council, attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the Director of Community Development and Services Department in accordance with the "ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX" publication.
- 5. The use of the impact fee for park facilities shall be in conformance with those projects specifically identified in the most recently adopted Porterville Parks and Recreation Element. The fee shall be solely used to pay: acquisition of land and development of public park facilities.
- 6. Fee Review. Commencing in fiscal year 2003, and at least once every five years thereafter, the Director of Parks & Leisure Services shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The Director of Parks and Leisure Services shall report his findings to the City Council

at a noticed public hearing and recommend any adjustment to this fee or other action
as may be needed.

PASSED AND ADOPTED this 5th day of January, 1999.


Judith A. Gibbons, Mayor

ATTEST:

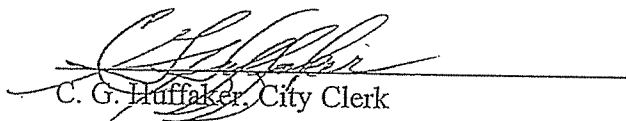

C. G. Huffaker, City Clerk

EXHIBIT "A"

EFFECTIVE DATE
03-01-99

- | | | |
|----|------------------------------|-------|
| 1. | Single Family (R-1) per unit | \$441 |
| 2. | Multiple Family (per unit) | \$342 |
| 3. | Mobile Homes | \$247 |

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

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 5th day of January, 1999.

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

Councilmen:	IRISH	GURROLA	LEAVITT	CHOATE	GIBBONS
AYES:	X	X	X		X
NOES:					
ABSENT:					
ABSTAIN:				X	

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

COUNCIL AGENDA: January 5, 1999

PUBLIC HEARING

SUBJECT: PARK IMPACT FEES

SOURCE: Department of Parks & Leisure Services

COMMENT: The City Council at its adjourned meeting of November 19, 1998, discussed the possible site locations and funding of a Recreational Sports Complex Facility. The two sites identified are as follows:

1. North Plano Street Site (adjacent to Muller field drainage facility) and;
2. Airport Site located at the southeast corner of Scranton Avenue and West Street (adjacent to existing Off Highway Vehicle (OHV) facility).

The staff is not requesting a decision regarding the location of the facility until we have received additional information from the Off Highway Motor Vehicle Recreation Division of California State Parks.

As discussed at the November 19, 1998, Council meeting, the recommended Park Impact Fees by the Parks and Recreational Element of the City General Plan, adopted in 1994, are as follows:

Single Family (R-1) per unit	\$441
Multiple Family (per unit)	\$342
Mobile Homes	\$247

It should be noted the above fees would be increased annually by the Engineering News Record Construction Cost Index.

ITEM NO. 8

It is estimated that the Park Impact Fees would generate an estimated \$80,000 annually. The proceeds could be used for acquisition and development of park projects, or it could be used for debt service on loans to create the facilities. The latter is the intended purpose. The payment of the fees would be made at the time of issuance of the building permit. The provision for collection of fees for the development projects is provided for in the California Government Code Section 66000. The attached Ordinance establishes a Park Development Fee, and the Resolution sets the fee. Additionally, we met with representatives of the Building Industry Association of Tulare/Kings Counties, Inc., and they support the Adoption of the Ordinance and Resolution establishing the Park Development Fee.

RECOMMENDATION:

- (1) That the City Council approve the Ordinance Authorizing Adoption of a Park Impact Fee for all new housing development within the City of Porterville; and
- (2) That the City Council approve the Resolution inclusive of Exhibit "A" setting the Park Impact Fee for all new housing development within the City of Porterville.

ATTACHMENTS:

- (1) Ordinance Authorizing a Park Impact Fee
- (2) Resolution Setting a Park Impact Fee
- (3) Exhibit "A"
- (4) Park Impact Fee Comparison Survey

PORTERVILLE CITY COUNCIL MEETING
REGULAR MEETING JANUARY 5, 1999
CITY HALL, 7:00 P.M.

Call to Order: 7:03 p.m.
Pledge of Allegiance: Council Member Virginia Gurrola
Invocation: Pastor Bud Goings, Living Word Fellowship
Roll Call, Council: Irish, Gurrola, Leavitt, Choate, Gibbons

WRITTEN COMMUNICATIONS

The City Manager stated that there was one letter that would be heard under Item No. 8.

ORAL COMMUNICATIONS

Eugene Dubois asked about the park impact fees. He was told he could speak during that public hearing.

CONSENT CALENDAR

All Consent Calendar items were voted upon simultaneously on a Consent Calendar basis. Item No. 5 was removed due to a possible conflict of interest for Councilmen Irish. Item No. 6 was removed due to a possible conflict of interest for Council Member Choate.

1. MINUTES OF DECEMBER 15, 1998

Disposition: Approved.
Document No.: M.O. 01-010599

2. CLAIM - PENNY DYKSTRA

Recommendation: That the Council reject said claim, refer the matter to the City's insurance adjustor, and direct the City Clerk to give the claimant proper notification.

Disposition: Approved.
Document No.: Minute Order No. 02-010599
File No.: 450-3-6

3. APPROVAL OF PURCHASES

Recommendation: That the City Council approve purchases as listed and authorize the Director of Finance to issue payment for same upon satisfactory delivery.

Disposition: Approved.
Document No.: Minute Order 03-010599
File No.: 412-11-1

4. CONTRACT WITH REAL ESTATE NEGOTIATOR - MR. WILLIAM NUTTMAN

Recommendation: That City Council:

1. Authorize staff to negotiate an agreement with Mr. Nuttman to negotiate purchases of real estate and easements on behalf of the City of Porterville; and
2. Authorize the Mayor to sign the agreement.

Disposition: Approved.

Document No.: Minute Order No. 04-010599

File No.: 601-2-6

7. BUDGET APPROPRIATION ADJUSTMENT - EQUIPMENT REPLACEMENT FUND

- Recommendation:
1. That the City Council appropriate \$30,000 in the Equipment Replacement Fund for the Shop hoist upgrade project;
 2. Authorize Staff to proceed with the work using the existing Franzen-Hill Contract; and
 3. Authorize release of payment on satisfactory completion of the project.

Disposition: Approved.

Document No.: Minute Order No. 05-010599

File No.: 450-81

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that Council approve Item Nos. 1 through 4 and 7. The motion carried unanimously.

5. ACCEPTANCE OF IMPROVEMENTS - CREEKVIEW ESTATES (ENNIS DEVELOPMENT CORP.)

Recommendation: That City Council:

1. Accept the public improvements of Creekview Estates for maintenance;
2. Authorize the filing of the Notice of Completion; and
3. Release the payment guarantee thirty-five days after recordation, provided no liens have been filed.

COUNCIL ACTION MOVED by Council Member Gurrola, SECONDED by Mayor Pro Tem Leavitt that Council approve Item No. 5 as recommended.

M. O. 06-010599

AYES: Gurrola, Leavitt, Choate, Gibbons

NOES: None

File 460-7-187 ABSENT: None

ABSTAIN: Irish

Disposition: Approved.

6. "NORTHGATE ESTATES" PHASE TWO AND PHASE THREE TENTATIVE
SUBDIVISION MAP - EXTENSION OF TIME (GRANITE HILLS DEVELOPMENT,
LLC)

Recommendation: That the City Council adopt the draft resolution approving a five (5) year extension of time for "Northgate Estates" Phase Two and Phase Three Tentative Subdivision Map.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that Council approve Item No. 6 as recommended.

Resolution 1-99

File 460-7-155
AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Disposition: Approved.

PUBLIC HEARINGS

Council Member Choate stated that he would be abstaining on Item No. 8 as it may affect a source of income.

8. PARK IMPACT FEES

Recommendation: That the City Council:
1) Approve the Ordinance authorizing adoption of a Park Impact Fee for all new housing development within the City of Porterville; and
2) Approve the resolution inclusive of Exhibit "A" setting the Park Impact Fee for all new housing development within the City of Porterville.

The City Manager introduced the item and gave the staff report. He stated that the fee would be effective March 1, 1999. The City Manager stated that the Council had a copy of the letter from the Business Industry Association (B.I.A.) dated January 5, 1999, indicating that the B.I.A. supported the impact fee, but they wanted the recreation site to be at the airport, the fee to be phased in over a two to three year period, and would like the fees imposed at the time of occupancy.

Mayor Gibbons opened the public hearing at 7:11 p.m. and asked for comments in favor.

Gordon Woods, 1480 West Westfield, came forward and thanked the Council for bringing this ordinance to the table. He stated that it was long overdue and Porterville was way behind the curve on park fees.

Joanne Dudley, 1700 West Grand, stated that it had come to the point that the City needed this fee so they could increase the parks and recreation facilities in Porterville.

Mayor Gibbons then asked those in opposition to the park fee to come forward and make their comments.

Eugene Dubois, 1153 East Jasmine South Drive, stated that he was not against this, but he had a lot of questions. He questioned whether the fee would be retroactive to 1994 when the Parks and Recreation Element was adopted, and what guarantees there were that it would not happen.

The City Manager stated that the fees would go into effect on March 1, 1999, and the State law did not allow for retroactive fees.

Mr. Dubois stated that he was thinking that putting the recreation site by Highway 65 would cause a traffic hazard and a lot of accidents. He stated that there might be a lot of traffic problems.

The City Manager stated that there were many park areas proposed in the Parks Element, but the Council was concerned about the lack of open space for the young people. He stated that the two sites being reviewed, one on Plano north of Mulberry referred to as the Muller Field retention basin, and the other site was at the airport next to the OHV Park.

Mr. Dubois stated that plumbing and electrical and everything else would be needed on those sites, and oil and mineral rights might be involved. He wondered whether the project was feasible or not. Mr. Dubois stated that he might have other questions he couldn't think of at this time. He stated that this looked O.K. to him, if it could be done it was O.K. He stated that the fee might have a negative impact against new people coming into the City, and might turn them away from moving here.

Pat Mock, 578 West Fairhaven, stated that they were in the process of wanting to buy a new home. He stated that the problem was that this fee was attached to new homes now. He stated that if the house they were having built was not completed at that time, they would have to come up with more money for these fees.

The City Manager stated that the fee was proposed at the time of the building permit was obtained.

Mr. Mock questioned why the fee couldn't be spread to everyone in the City at a much lower rate. He stated that they had strived long and hard to be able to build their own home, and having to pay \$400 more was not fair to the new people.

Mayor Gibbons stated that this was an impact fee for additional parks and recreation as the new homes that are being built cause the impact. She stated that if a person bought a home that was already built, they would not have to pay. Mayor Gibbons stated that the current residents feel that they have already paid.

Mr. Mock questioned why land for neighborhood parks couldn't be set aside by the developers.

Mayor Gibbons stated that neighborhood parks tended to become very territorial instead of being a community park.

Mr. Mock stated that it was good having the parks, but wondered if the fee could be phased in over two to three years.

Mayor Gibbons stated that the fees came to Council in 1994 and they said no for the reasons such as those given that evening. She stated that the same fee they looked at in 1994 was the same fee proposed in 1999, so they felt the fees had been phased in.

The Mayor closed the hearing to the public at 7:23 p.m. and opened the matter to City Council comments.

Mayor Pro Tem Leavitt spoke in favor of the park impact fee. He stated that the people in the City had paid for the present parks, and the need for new ones came with the new people. Mayor Pro Tem Leavitt stated that it was no different than the Wastewater Treatment Facility fees. He stated that new facilities were needed for the soccer and T-balls teams which overfill the present facilities.

Council Member Gurrola stated that she also supported this fee and the youth of our community who would benefit from the facilities. She stated that home buyers would have to look at this fee, but it was less than the other communities were charging, and their children would be using the facilities. Council Member Gurrola stated that her children would be faced with paying such fees, but the facilities would then be there for their children.

Council Member Irish stated that he supported the fee. He stated that in the Spring he saw the children going back and forth on Henderson Avenue from Monache High School to Veterans' Park. He stated that the fees and the new facility were way overdue. Council Member Irish stated that he had gotten only positive telephone calls on this item.

Mayor Gibbons closed the public hearing at 7:26 p.m.

COUNCIL ACTION

MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that the Council approve the ordinance authorizing adoption of a Park Impact Fee for all new housing development within the City of Porterville; and, approve the resolution inclusive of Exhibit "A" setting the Park Impact Fee for all new housing development within the City of Porterville.

File 700-1-2

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

The City Manager read Ordinance 1567 by title only.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that the Council waive further reading of the Ordinance.

Ordinance 1567

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Ordinance No. 1567 MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council order the ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING A PARK IMPACT FEE FOR ALL NEW RESIDENTIAL DEVELOPMENT WITHIN THE CITY OF PORTERVILLE.

File 700-1-2 AYES: Irish, Gurrola, Leavitt, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: Choate

COUNCIL ACTION MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Leavitt that the Council approve the resolution adopting the Park Impact Fee effective March 1, 1999.

Resolution 2-99

File 700-1-2 AYES: Irish, Gurrola, Leavitt, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: Choate

Disposition: Ordinance ordered to print, fee adopted.

9. REPEAL AND ADOPTION OF PORTERVILLE MUNICIPAL CODE CHAPTER 12, FIRE PREVENTION

Recommendation: That the City Council approve the draft ordinance repealing Chapter 12 of the Porterville Municipal Code and adopting the new Chapter 12 as provided, give First Reading to the ordinance, and order the ordinance to print.

The City Manager presented the item.

Mayor Gibbons opened the public hearing at 7:31 p.m. and then closed the hearing to the public at 7:32 p.m. when no one came forward to speak. Mayor Gibbons asked for comments from Council.

Council Member Choate asked if someone could appeal the abatement to the Council.

The Fire Chief stated that if someone did not agree with the Fire Marshal's decision, then they would be referred to the City Manager.

Mayor Gibbons clarified that it was not written in the ordinance that someone could appeal to the Council regarding their abatement.

Council Member Irish asked about cost recovery and how long someone would have to abate their property.

The Fire Chief stated that currently they have until May 1, but under the new ordinance they would have ten days from notification.

Council Member Irish stated that his only concern was what would happen if there was a fire during that ten days.

The Fire Chief stated that the property owner would not be charged fire suppression costs during that ten day period.

Mayor Gibbons stated that anytime an ordinance was written, she liked the fact that they could appeal to the Council, and she would like that in this ordinance.

Steve Kabot, Acting City Attorney stated that any citizen had the right to appeal, but if the Council wanted to add that section, it could be added before the Second Reading.

The Fire Chief pointed out that there was a section in the ordinance that allowed for the appeal before the Council to protest the assessment.

The Acting City Attorney stated that one part was the abatement and one part was the assessment, and the second process had to come to the Council before they could be placed as a lien on the property.

The City Manager stated that when the property owner was notified there is a hazard and abatement must occur, that is when they could come to Council.

Mayor Pro Tem Leavitt stated that in the past weed abatement was done by a contractor who had been awarded a contract. Mayor Pro Tem Leavitt questioned whether they would continue that process.

The Fire Chief stated that they were in a three-year contract with options to extend. He stated that the cost would be set based on parcel size.

Mayor Pro Tem Leavitt clarified that the fee was the same for everyone.

Council Member Irish questioned whether the people would know that they could appeal when they are cited.

The Council concurred that they wanted wording placed in the ordinance to allow for the abatement to be appealed to the City Council.

The City Attorney stated that the wording would be added prior to the Second Reading.

Mayor Gibbons closed the public hearing at 7:40 p.m.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council approve the ordinance adopting Chapter 12, subject to the amendment being added. The motion carried unanimously.

The City Manager read Ordinance 1568 by title only.

COUNCIL ACTION MOVED by Council Member Irish, SECONDED by Council Member Choate that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1566 MOVED by Council Member Choate, SECONDED by Council Member Irish that the Council order the ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING CHAPTER 12, FIRE PREVENTION, OF THE CITY CODE OF THE CITY OF PORTERVILLE, AND ADOPTING A REVISED CHAPTER 12, FIRE PREVENTION.

File 510-6	AYES:	Irish, Gurrola, Leavitt, Choate, Gibbons
	NOES:	None
	ABSENT:	None
	ABSTAIN:	None

Disposition: Ordinance ordered to print.

SECOND READINGS

10. ORDINANCE NO. 1565, ZONE CHANGE 2-98

Recommendation: That Council give Second Reading to Ordinance No. 1565, waive further reading, and adopt said ordinance.

The City Manager read Ordinance 1565 for Zone Change 2-98 by title only.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1565 MOVED by Council Member Irish, SECONDED by Council Member Gurrola that the Council order the ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE NO. 2-98 BEING A

CHANGE OF ZONE FOR THREE SITES LOCATED THROUGHOUT
THE CITY OF PORTERVILLE. The motion carried unanimously.

Disposition: Ordinance adopted.

11. ORDINANCE NO. 1566, ZONE CHANGE 6-98

Recommendation: That Council give Second Reading to Ordinance No. 1566, waive further reading, and adopt said ordinance.

The City Manager read Ordinance 1566 for Zone Change 6-98 by title only.

COUNCIL ACTION MOVED by Council Member Irish, SECONDED by Council Member Choate that the Council waive further reading of the Ordinance.

File 460-1-98-6
AYES: Irish, Gurrola, Leavitt, Choate
NOES: None
ABSENT: None
ABSTAIN: Gibbons

Ordinance No. 1566
MOVED by Council Member Gurrola, SECONDED by Council Member Irish that the Council order the ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE NO. 6-98 BEING A CHANGE OF ZONE FOR THAT SITE LOCATED ON THE NORTH SIDE OF CORONA DRIVE AT THE SOUTH END OF MURRY HILL.

File 460-1-98-6
AYES: Irish, Gurrola, Leavitt, Choate
NOES: None
ABSENT: None
ABSTAIN: Gibbons

Disposition: Ordinance adopted.

SCHEDULED MATTERS

12. LETTER OF PUBLIC CONVENIENCE AND NECESSITY SMART AND FINAL -
1289 WEST OLIVE AVENUE

Recommendation: That the City Council approve a letter supporting the issuance of a general off-sale Alcoholic Beverage License within Census Tract No. 36 for the Smart and Final Store, located at 1289 W. Olive Avenue.

COUNCIL ACTION MOVED by Council Member Gurrola, SECONDED by Council Member Choate that the Council approve a letter supporting the issuance of a general

M.O. 07-010599 off-sale Alcoholic Beverage License within Census Tract No. 36 for the Smart and Final Store, located at 1289 W. Olive Avenue. The motion carried unanimously.

13. CONSIDERATION OF TRAFFIC COMMITTEE

Recommendation: Action to be determined by Council.

The City Manager presented the item.

Council Member Irish asked what avenues the public would be directed to if the Committee was eliminated.

The City Manager stated that they get different requests, and some are handled through the Community Development and Services Department and by the City Engineer, and some come directly to the Council. He stated that most are handled by the City Engineer.

Mayor Gibbons stated that when she served on the Committee, most people appealed any denials to the City Council anyway.

Council Member Gurrola stated that when she served she dealt with cross walks, street signs, etc. She stated that she would like to know that those problems can be referred.

The City Manager stated that enforcement problems should be directed to the Police Department and engineering problems would go to the City Engineer.

Council Member Irish stated that if they did away with the Committee right now, there may be a point down the road where they might want to reestablish this Committee. He stated that they would not know if it was necessary until then.

Mayor Gibbons stated that this would be getting away from another facet of government. She stated that if someone really wanted something, they would come to Council, and if it was a major issue, it would come to Council anyway. Mayor Gibbons stated that smaller items were handled by the City Engineer, and some things were regulated by State law.

Mayor Pro Tem Leavitt stated that he sat on the Committee for six years until Mayor Gibbons took his place, and 99% of the time it was all handled by the City Engineer. He stated that there was a couple of times that they got public input and ended up bringing a recommendation to Council. Mayor Pro Tem Leavitt stated that he hated to see the public lose that opportunity, but on the other hand, this was one link of government they did not need. He stated that they could always reinstate it in the future if necessary, if they got a constant flow of people complaining about traffic safety issues. Mayor Pro Tem Leavitt stated that most complaints he had seen were enforcement issues.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that Council eliminate the Traffic Committee. The motion carried unanimously.

The City Manager read Ordinance 1569 by title only.

COUNCIL ACTION MOVED by Council Member Irish, SECONDED by Council Member Choate that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1569 MOVED by Council Member Gurrola, SECONDED by Council Member Irish that the Council order the ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 17, ARTICLE II, OF THE CITY CODE OF THE CITY OF PORTERVILLE, BY REPEALING SECTION 17.2.7, TRAFFIC COMMITTEE, AND SECTION 17.2.8, DUTIES OF TRAFFIC COMMITTEE.

File 600-13-2 AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: None

The City Manager stated that the staff would get plaques for the Traffic Committee members that are currently on the Committee.

Disposition: Ordinance ordered to print.

ORAL COMMUNICATIONS

No one came forward to speak.

OTHER MATTERS

- ▶ Council Member Irish publicly congratulated Jim Maples on his appointment as Chairman of the Board of Supervisors. He wished him the best of luck.
- ▶ Council Member Irish made a motion that Mr. Huffaker take the day off tomorrow for his second 30th Anniversary.
- ▶ Mayor Gibbons and the Council wished Mr. Huffaker a Happy 60th Birthday for tomorrow.
- ▶ Council Member Gurrola stated that in regard to the freeze, the City has many people that are affected. She stated that she went to the Tulare County Coordinating Council today to assist with people looking for some type of assistance with utilities or rent or whatever they have. She stated that 900 people went to Proteus on Monday, but they could only assist about 300. Council Member Gurrola stated that the Rural Aide Interfaith Network (R.A.I.N.) had also been set up. She asked that something regarding the freeze be placed on the next Council agenda so they could either send a letter to our Assembly Members or those individuals who can encourage F.E.M.A. to proceed as quickly as possible and come in and assist the people in our

community who are in dire need. Council Member Gurrola stated that if there was anything the City could do to assist the individuals at this time, especially with their water bills, she stated that she would like to bring that up at the next Council meeting.

Mayor Gibbons stated that she didn't think it needed to come before the Council as far as the letter was concerned. She stated that she would send a letter to their Assemblyman.

The City Manager stated he was advised today that the County was in contact with Senators Feinstein and Boxer and they were doing everything they can, and it seems very positive. He stated that this was a result of the 1990 freeze.

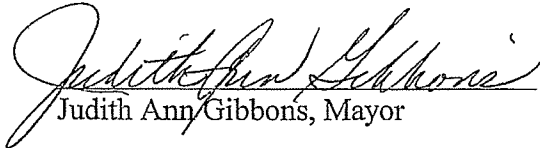
Council Member Gurrola stated that anything at the local level that they could do to assist in pushing this forward should be done. She stated that some people that were laid-off in December were already partially unemployed and may have run out of some of their unemployment benefits, and others who just applied will not be receiving any benefits until the 15th or 20th of this month. Council Member Gurrola stated that this is also hurting the packing house industry. She stated that she just wanted to bring this up.

ADJOURNMENT

Council adjourned at 7:58 p.m. until January 19, 1999, at 7:00 p.m.

SEAL


E. G. Huffaker, City Clerk


Judith Ann Gibbons, Mayor

PORTERVILLE CITY COUNCIL MEETING
REGULAR MEETING JANUARY 19, 1999
CITY HALL, 7:00 P.M.

Call to Order: 7:04 p.m.
Pledge of Allegiance: Mayor Judith Gibbons
Invocation: Pastor John Eby, First Baptist Church
Roll Call, Council: Irish, Gurrola, Leavitt, Choate, Gibbons

WRITTEN COMMUNICATIONS - None

ORAL COMMUNICATIONS

John Eby, 1557 East Olive Avenue, thanked the Council for their support in what they were doing for freeze relief. He stated that the agencies in town were being bombarded with needs, and they really appreciated what the Council was doing. Mr. Eby then invited the Council Members to attend a City Council Forum for candidates to be held on February 9, 1999, at 7:00 p.m. at the First Baptist Church, and which was sponsored by the Porterville Area Ministerial Association. Pastor Eby stated that if any of the Council Members, besides Mrs. Gurrola, would like to submit items or questions that are pertinent things that the Council will be facing in the years ahead, to be addressed by the candidates, they could give the questions to him and they would be submitted to the candidates.

CONSENT CALENDAR

All Consent Calendar items were voted upon simultaneously on a Consent Calendar basis. Item No. 8 was pulled from the agenda. Item No. 5 was removed due to a possible conflict of interest for Council Member Choate. Items 2 and 9 were removed for discussion.

1. MINUTES OF DECEMBER 29, 1998 AND JANUARY 5, 1999

Correction to Minutes of January 5, 1999, Page 2, Item No. 5, Council Member Choate voted yes and did not abstain.

Disposition: Approved as corrected.
Document No.: M.O. 01-011999

3. PURCHASE OF FOUR (4) ACTIVANS FOR THE C.O.L.T. SYSTEM

Recommendation: That the City Council:

1. Approve the purchase of the four Activans for the Demand-Response System; and
2. Authorize the Purchasing Agent to process the necessary documentation for the purchase of the four Activans through the State procurement process.

Disposition: Approved.
Document No.: Resolution 3-99
File No.: 412-23

4. REJECTION OF BID FOR JAYE STREET SEWER LATERALS PROJECT, DATE AVENUE TO ORANGE AVENUE

Recommendation: That City Council reject the Jaye Street Sewer Lateral Project bid in the amount of \$26,100.

Disposition: Approved.
Document No.: Minute Order No. 02-011999
File No.: 89-9662

6. AWARD OF CONTRACT - APPRAISAL SERVICES FOR CERTIFICATES OF PARTICIPATION STREET AND BRIDGES PROJECT

Recommendation: That City Council:

1. Authorize staff to negotiate a contract with Dennis L. Schneider, MAI, the highest rated appraiser, and should it be needed due to the volume of work, allow staff to negotiate a contract with any of the other appraisers in order of ratings;
2. Authorize the Mayor to sign said contract and any future contracts, for appraisal services, should they be needed; and
3. Authorize staff to make payments, upon satisfactory completion of the contracted work, up to 100%.

Disposition: Approved.
Document No.: M. O. 03-011999
File No.: 601-2-6

7. AWARD OF CONTRACT - DIGITAL ORTHORECTIFIED AERIAL PHOTOGRAPHY PROJECT

Recommendation: That City Council:

1. Authorize staff to negotiate a contract with Hammon, Jensen, Wallen & Associates, Inc. Further that Council authorize staff to negotiate a contract with the second rated firm if an agreement is not reached with Hammon, Jensen, Wallen & Associates, Inc.;
2. Authorize the Mayor to sign all the required contracts and documents (i.e., Service Agreement, etc.); and
3. Authorize progress payments up to 100% upon satisfactory completion of the project.

Disposition: Approved.
Document No.: M. O. 04-011999
File No.: 601-2-6

COUNCIL ACTION MOVED by Council Member Irish, SECONDED by Council Member Choate that Council approve Item No. 1 as amended. The motion carried unanimously.

COUNCIL ACTION MOVED by Council Member Gurrola , SECONDED by Mayor Pro Tem Leavitt that Council approve Item Nos. 3, 4, 6 and 7. The motion carried unanimously.

2. APPROVAL OF PURCHASES

Recommendation: That the City Council approve purchases as listed and authorize the Director of Finance to issue payment for same upon satisfactory delivery.

Council Member Choate stated that everyone had received the letter from Axiom Graphics, the T-shirts for the annual Sweetheart Run. Council Member Choate stated that contrary to what the letter said, the difference was \$14.63. He stated that he seemed to remember that previously the Council had discussed the possibility of some kind of contingency for local vendors. Council Member Choate stated that this was a \$1,200 order that was going to Bakersfield for \$14.63, where it could stay in Porterville. Council Member Choate stated that he wanted to look at that contingency again. He stated that they had looked at it about a year ago, but nothing ever came of it and it sounds like it died out. Council Member Choate questioned what the other the Council member's thoughts were on this subject.

Mayor Gibbons stated that she questioned that today and got an opinion from the Finance Director. She asked Council Member Choate if he would like to hear from the Finance Director in regards to how they do the bids.

Council Member Choate stated that he would be willing to listen.

Darrel Pyle, Finance Director, stated that when they solicit quotations for various goods and services throughout the City they use a bidders' list. Mr. Pyle stated that any time a business located in the United States wishes to be put on the City's bidders' list, their name is added, and they then receive mailed, faxed, or telephoned requests for quotations. The request for quotation specifically outlines what items are needed, and when the quotes come back they are all evaluated. Mr. Pyle stated that this was for goods with a purchase price above \$500 and below than \$5,000. He stated that if there were two bidders, one local and one non-local, that submit the same bid, the local contractor gets the bid. He stated that if there are two local contractors that submit the same bid, then a coin is tossed to pick which one staff recommends. He stated that in the event a local vendor comes close, what they do is try to look at the amount of sales tax that will be paid on the purchase of those goods or services knowing that 1% of the sales tax dollar comes back to the City. He stated that they look at that and try and factor that in to make a case to go ahead and award to the local vendor. Mr. Pyle stated that in the last three years they have not had a case where the amount of sales tax received by the City would change the outcome of any of the bids. He stated that they recently put out a request on a nationwide E-mail to a group called the California Purchasing Professionals Association and asked cities who participate in CAPPA if they had any provisions for local vendor preference, and the responses from most came back that, "no", they didn't have local purchasing preference, but the one that came the closest to a local purchasing preference was a city that had an additional 1% sales tax for all transactions

within the city limits, and they had an opinion from their City Attorney that in order to make the playing field level, they would go ahead and give the local vendors a 1% credit to make up for the additional sales tax. Mr. Pyle stated that was as close to a local vendor preference that they found.

Council Member Choate asked the City Attorney how much trouble they could get into for giving a 3% leeway.

The City Attorney stated that rather than try to give an opinion on the fly, he would feel much more comfortable doing some research on what the potential problems could be. He stated that there has been litigation on this matter, and he would prefer to research the matter and bring it back.

Council Member Choate asked if that would be OK.

Council Member Gurrola stated that she liked anything they could do to keep their money here that was "allowable" and wouldn't get them into any trouble.

Council Member Irish stated that he thought the same thing, only because as the Council they could do so much for economic development. He stated that the community could do a lot more than the Council could by shopping within Porterville. However, in looking at this particular bid, he said the bidder in Bakersfield has had a Porterville Business License since 1993, so it wasn't like they went down there and solicited them without them having a business license, which really upsets him when they do stuff like that, but they were on that bidders' list. He stated that he would like to see a way to take care of local business. He stated that they were one of the poorest counties in the State and they were sending business out of the County.

The City Attorney stated that he would provide an opinion in writing to each of the Council Members.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that Council approve Item No. 2.

M. O. 05-011999

File 412-11-1	AYES:	Irish, Gurrola, Leavitt, Choate, Gibbons
	NOES:	None
	ABSENT:	None
	ABSTAIN:	None

Disposition: Approved.

5. AWARD OF CONTRACT - SURVEYING SERVICES FOR THE PROSPECT STREET RECONSTRUCTION PROJECT

Recommendation: That City Council:

1. Award the Prospect Street Reconstruction Project Surveying Services to the firm of James Winton & Associates in the amount of \$3,570.00; and

2. Authorize staff to make payment up to 100% upon satisfactory completion of the work.

COUNCIL ACTION

MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that Council approve Item No. 5 as recommended.

M. O. 06-011999

File 601-2-6

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Disposition: Approved.

9. DRAINAGE IMPROVEMENTS AT THE POST OFFICE

Recommendation: That City Council:

1. Authorize funding from the City Council Contingency Fund;
2. Approve the plans and project manual; and
3. Authorize staff to advertise for bids.

Council Member Irish clarified that they would not be starting this project in the middle of the rainy season.

Mr. Irish stated that it was his understanding the work would be commenced in May and completed in June of this Fiscal Year.

Council Member Gurrola clarified that the City Council would be getting additional contingency funds for the next Fiscal Year.

COUNCIL ACTION

MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Leavitt that Council approve Item No. 9 as recommended.

M. O. 07-011999

File 410-1-1

AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
NOES: None
ABSENT: None
ABSTAIN: None

Disposition: Approved.

PUBLIC HEARINGS

10. ZONE CHANGE 5-98 (VINCE JURKOVICH - PORTERVILLE CONCRETE PIPE)

Recommendation: That the City Council:

- (1) Adopt the draft resolution approving the Negative Declaration recommended for Zone Change 5-98; and

(2) Adopt the draft ordinance approving Zone Change 5-98.

The Acting City Manager introduced the item, and the City Planner gave the staff report.

Mayor Gibbons opened the public hearing at 7:20 p.m. No one came forward and Mayor Gibbons closed the hearing to the public at 7:21 p.m. and opened the matter for Council comments.

Council Member Gurrola stated that this property would be used primarily for pipe storage and would be adjacent to residential.

The City Planner stated that the site was currently used for pipe storage, but in the future the entire site could be used as M-1, Light Manufacturing, if it was rezoned as requested.

Mayor Gibbons closed the public hearing at 7:23 p.m.

COUNCIL ACTION MOVED by Council Member Choate, SECONDED by Mayor Pro Tem
Resolution 4-99 Leavitt that the Council approve the Negative Declaration for Zone Change
No. 5-98. The motion carried unanimously.

MOVED by Council Member Choate, SECONDED by Council Member
Irish that the Council approve Zone Change 5-98. The motion carried
unanimously.

The Acting City Manager read the ordinance for Zone Change 5-98, Ordinance No. 1570, by
title only.

Ordinance 1570 MOVED by Council Member Irish, SECONDED by Council Member
Choate that the Council waive further reading of Ordinance No.1570. The
motion carried unanimously.

File 460-1-98-5 MOVED by Council Member Gurrola, SECONDED by Council Member
Choate that the Council order this ordinance to print, being AN
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING ZONE CHANGE 5-98 BEING A CHANGE
OF ZONE FROM R-4 (D) TO M-1 FOR THAT SITE LOCATED 330'
SOUTH OF DATE AVENUE AND 350' EAST OF SOUTH MAIN
STREET.

AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
NOES: None
ABSENT: None
ABSTAIN: None

Disposition: Approved.

SECOND READINGS

11. ORDINANCE 1567, PARK IMPACT FEES

Recommendation: That Council give Second Reading to Ordinance No. 1567, waive further reading, and adopt said ordinance.

The Acting City Manager read Ordinance 1567 by title only.

Council Member Choate stated that he would be abstaining on Item No. 11 as it may affect a source of income.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance.

Ordinance 1567

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Ordinance No. 1567

MOVED by Council Member Irish, SECONDED by Council Member Gurrola that the Council adopt this ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING A PARK IMPACT FEE FOR ALL NEW RESIDENTIAL DEVELOPMENT WITHIN THE CITY OF PORTERVILLE.

File 700-1-2

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Disposition: Ordinance adopted.

12. ORDINANCE 1568, REPEAL AND ADOPTION OF PORTERVILLE MUNICIPAL CODE CHAPTER 12, FIRE PREVENTION

Recommendation: That Council give Second Reading to Ordinance No. 1568, waive further reading, and adopt said ordinance.

The Acting City Manager read Ordinance 1568 by title only.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1566

MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that the Council adopt the ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING

CHAPTER 12, FIRE PREVENTION, OF THE CITY CODE OF THE CITY OF PORTERVILLE, AND ADOPTING A REVISED CHAPTER 12, FIRE PREVENTION.

File 510-6 AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: None

Disposition: Ordinance adopted.

13. ORDINANCE 1569, REPEAL OF TRAFFIC COMMITTEE

Recommendation: That Council give Second Reading to Ordinance No. 1569, waive further reading, and adopt said ordinance.

The Acting City Manager read Ordinance 1569 by title only.

COUNCIL ACTION MOVED by Council Member Gurrola, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1569 MOVED by Council Member Irish, SECONDED by Council Member Choate that the Council adopt the ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 17, ARTICLE II, OF THE CITY CODE OF THE CITY OF PORTERVILLE, BY REPEALING SECTION 17.2.7, TRAFFIC COMMITTEE, AND SECTION 17.2.8, DUTIES OF TRAFFIC COMMITTEE.

File 600-13-2 AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: None

Disposition: Ordinance adopted.

SCHEDULED MATTERS

14. QUARTERLY PORTFOLIO SUMMARY

Recommendation: That the City Council accept the quarterly Portfolio Summary in accordance with SB 564 and SB 866.

The Acting City Manager gave the staff report.

COUNCIL ACTION

MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Leavitt that the City Council accept the quarterly Portfolio Summary.

M. O. No. 08-011999

File 412-27

AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
NOES: None
ABSENT: None
ABSTAIN: None

Disposition: Approved

ORAL COMMUNICATIONS

No one came forward to speak.

OTHER MATTERS

- Council Member Irish stated that concerning the freeze situation that they were in right now, it seemed to him that sitting were they sit, there was nobody in Porterville that cared as much as they do, and it had been quite evident. He stated that however, he thought they might just be putting a band-aid on a situation here, because they would continue to have freezes and they would always be in a situation where they would have to find funds maybe to help out because that is what they had set a precedence to do. Council Member Irish stated that he was not sure that C.D.B.G. monies would always be available to the City. He stated that there were two trains of thought that he had come up with—

1) Make it mandatory that everybody contribute to a fund, such as maybe taking a percentage of the Utility Users Tax. He stated that he was not crazy about that idea, only because it would be mandating to people that maybe could not afford that situation.

2) Do it on a voluntary basis. Maybe something as simple as putting a couple of lines on the bottom of the water bill saying 'if you want to contribute to distressed families because of freezes, you can send in a dollar on top of your water bill', and maybe the accumulation of that over a period time, if they don't have a freeze again next year, could result in a fund they would have access to.

Council Member Irish stated that he would like to get feedback from the Council. He stated that he wrote something up called the Temporary Assistance Program (TAP). "Tap into our local resources and help a neighbor. You can help families get back on their feet after a disastrous freeze with Porterville's Temporary Assistance Program. If you would like to contribute, please check the box and add a dollar to your water bill." Council Member Irish stated that if they could do this for three or four years, if they could get by without a freeze, maybe this might be a solution on down the road. He stated that it wouldn't necessarily help this freeze, but they would be up against this again, or another Council would be up against this, very soon. He stated that he just wanted to throw this idea out to the Council. He stated that he didn't want a decision, just have them think about it, and maybe they could come up with something, or maybe not.

- Council Member Gurrola stated that one of the things she had been thinking about was some kind of strategic plan for disaster so that the funds would be set up. She stated that she would like to see this Council put it on an agenda so they could discuss this and look at alternative ways of setting up some funds—not just for the freeze, but they could have it for any kind of disaster occurring to the City of Porterville. She stated that they needed to be able to access those funds and assist the people in the community that may be affected. Council Member Gurrola stated that she supported Council Member Irish’s idea, but would like to add to the discussion on that at some later time.

Mayor Gibbons stated that it was a good idea. She stated that the one discussion she did have was just that question, and one of the “funds” that was available at this point that they could use for the City of Porterville was the C.D.B.G. funds. Mayor Gibbons stated that in speaking to the City Manager, he thought it would be a good idea to do this at budget time, with the recommendation of the C.D.B.G. Committee, which recommends to Council where the funds should be used. She stated that Mr. Huffaker also stated that there was a possibility that this money could be set aside and carried forward. Mayor Gibbons stated that the strings would be that it could be used for disasters only. She stated that this was a possibility without going out to the community again and saying ‘would you add another dollar or whatever’ and have those funds available for instant help, which could come out of the C.D.B.G. monies, which is federal monies and is designed for different areas such as that. She stated that this might be something the Council wanted to discuss at budget hearing, and set it up that way.

Council Member Gurrola stated that by having some kind of strategic plan, they were all in step and going the same way. She stated that they could just open it up and start up the process. She encouraged the Council to do that at some near point in time.

Mayor Pro Tem Leavitt stated that he agreed with Council Member Irish’s idea because it put it on a voluntary basis and people that wanted to contribute could do so. He stated that he didn’t like when government tells people that they are going to do something good with your money, but the idea of setting up this was good and could be done very simply. He stated that he thought they could consider setting a plan like this into motion as early as the next Council meeting. He stated that it didn’t seem to him to be too difficult where they have a box to check and have a fund where the money goes and stays and accumulates as time goes on. Mayor Pro Tem Leavitt stated that he thought this was an excellent idea, and Council Member Irish should be commended for coming up with it. He stated that he didn’t think they should wait for budget time as this was something they could look at and start the implementation. He stated that they could look at this at the next meeting, and it would be nice to have it as part of the agenda.

Mayor Gibbons stated that it was an excellent idea, but before they do that, were there any laws or anything that say the Council could not do this as a public agency.

The City Attorney stated that the strings were the key--how the Council would define disaster, how is it divided in the event of multiple recipients, etc. He stated that if they actually accumulated the money, it was harder to determine how to expend it.

Council Member Irish stated that they would have to determine that no matter what kind of funds that they go through.

The City Attorney stated that it had to be determined at the time the trust fund was set up. So in accumulating the money it would really take a much broader view and strategic view of what they consider a disaster. He stated that in the community a person could have a fire and lose their home, so to them it is a disaster, so part of this had to be whether they were looking at a City-wide calamity. The perimeters had to be thought through as part of the overall package. He stated that they needed to set up a trust fund with carefully tailored distributions. The City Attorney stated that he would be more than happy to help the Council do it, but part of it was the Council determining what they were really talking about—an individual calamity, a City-wide calamity, or a County-wide calamity.

Council Member Irish that was the intent, a disaster like they have had, not a fire.

The City Attorney stated that he wanted the Council to have a clear direction on that.

Council Member Choate asked if it could be at the Council's discretion.

The City Attorney stated that there was a lot more problems with Council discretion than if there were clearly defined perimeters.

Mayor Gibbons stated that she had one question from Council she wanted researched before this was brought back, and that was when there were services outside the City limits, such as sewer and/or water, which are not within the City's jurisdiction, where would the perimeters have to stop, if they have to stop.

The City Attorney stated that again a voluntary basis gets away from those perimeters, because if the City is providing service outside in the County area, and they choose to give a donation to the City disaster fund, that is outside the mandate of a payment. He stated that he would look into it, but the short answer was that as long as it was not a coercive payment the Council would be in a much better stance.

Mayor Gibbons stated that she wanted to make sure that somebody does not come back and say that although they don't live in the City limits, they have been donating to the fund and so therefore they should qualify to receive some funds.

Council Member Gurrola stated that was why she wanted to sit down and look at a plan, and from that plan, then determine where they would get the resources from to put the money aside, and in the plan at least lay out what processes they would use when something occurs. She stated that she didn't have any problem with the suggestion, but she would like to sit down and have a nice, healthy discussion regarding what it was they want, what they wanted to cover, and where would those resources come from.

The City Attorney stated that it might be possible upon defining the disaster to leverage funds through insurance and other things on a City-wide basis.

Council Member Irish stated that it gets so complicated, so quick.

Mayor Gibbons stated that was one of the questions with the C.D.B.G. funds, it couldn't be expended outside the City limits. She stated that she wouldn't want to see anyone donating to this thing like an insurance policy, and then finding they were not covered outside the City. She stated that she would like that clarified.

The Acting City Manager stated that they code utility bills now, so the donation bpx suggestion could be printed on bills within the City limits only.

Mayor Pro Tem Leavitt stated that they had to be careful when they brought this back because the City was not set up to be into social programs. He stated that was where the federal government comes in and the county comes in, because they collect funds for social programs and the City did not. Mayor Pro Tem Leavitt stated that by making it a voluntary thing and collecting money as outlined by Council Member Irish, then they would have the discretion to use those funds.

Council Member Gurrola stated that again that was why she wanted to see a plan.

Mayor Gibbons stated that once the City Attorney has the ability to determine that, then it will be brought back.

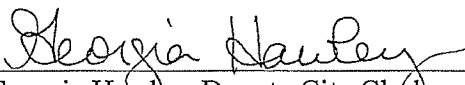
The Acting City Manager stated that the Council needed to identify what they wanted covered before they could decide what sources of revenues could be used to meet that objective.

Mayor Gibbons stated that she just wanted them to bring back the fallacies, and after that they could bring the positives.

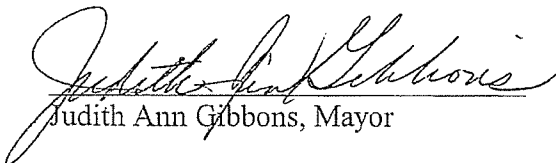
The City Attorney stated that he would start with what the Council couldn't do.

ADJOURNMENT

Council adjourned at 7:42 p.m. until February 2, 1999, at 7:00 p.m.


Georgia Hawley, Deputy City Clerk

SEAL


Judith Ann Gibbons, Mayor

ORDINANCE NO. 1567

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING A PARK
IMPACT FEE FOR ALL NEW RESIDENTIAL DEVELOPMENT
WITHIN THE CITY OF PORTERVILLE

The City Council of the City of Porterville does hereby ordain as follows:

Chapter 19 (Parks) of the Porterville Municipal Code is amended to include Article 3, Park Impact Fee, as follows:

Purpose:

In order to implement the goals and objectives of the Parks and Recreation Element of the City's General Plan to acquire and develop park facilities, parks must be constructed or expanded commensurate with growth of the City. The City Council has determined that a park impact fee is needed in order to assist in the financing of these public park improvements and to pay for new development's fair share, excluding expansion of existing development, of the acquisition and development costs of these improvements. In establishing the fee described below, the City Council has found the fee to be consistent with its General Plan and, pursuant to Government Code Section 66000.

Park Impact Fee:

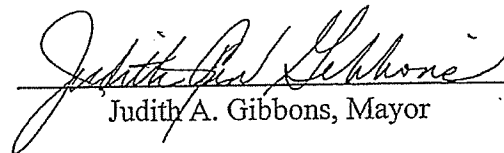
A park impact fee is hereby established on issuance of all building permits for new development, excluding expansion of existing development, in the City. The City Council shall, in a Council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the park impact fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this impact fee shall be paid prior to issuance of building permits. On an annual basis, the fee shall be adjusted by the Director of Community Development and Services Department in accordance with the "ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX" publication.

Limited Use of Fees:

The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:
(a) pay for the City's future acquisition and development of new or expanded park facilities described in the resolution enacted with this ordinance.

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED AND ADOPTED this 19th day of January, 1999.



Judith A. Gibbons, Mayor

ATTEST:



C.G. Huffaker, City Clerk

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly qualified City Clerk of the City of Porterville do hereby
certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance #1567,
passed and adopted by the Council of the City of Porterville at a regular meeting held on
the 19th day of January, 1999, that said ordinance has been duly published pursuant to
law, and that by the terms and provisions of the Charter of the City of Porterville, said
ordinance became effective on the 18th day of February, 1999, and said ordinance is now
in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and
adopted by the following vote:

COUNCIL:	IRISH	GURROLA	LEAVITT	CHOATE	GIBBONS
AYES:	X	X	X		X
NOES:					
ABSENT:					
ABSTAIN:				X	

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

PORTERVILLE CITY COUNCIL MEETING
REGULAR MEETING JANUARY 19, 1999
CITY HALL, 7:00 P.M.

Call to Order: 7:04 p.m.
Pledge of Allegiance: Mayor Judith Gibbons
Invocation: Pastor John Eby, First Baptist Church
Roll Call, Council: Irish, Gurrola, Leavitt, Choate, Gibbons

WRITTEN COMMUNICATIONS - None

ORAL COMMUNICATIONS

John Eby, 1557 East Olive Avenue, thanked the Council for their support in what they were doing for freeze relief. He stated that the agencies in town were being bombarded with needs, and they really appreciated what the Council was doing. Mr. Eby then invited the Council Members to attend a City Council Forum for candidates to be held on February 9, 1999, at 7:00 p.m. at the First Baptist Church, and which was sponsored by the Porterville Area Ministerial Association. Pastor Eby stated that if any of the Council Members, besides Mrs. Gurrola, would like to submit items or questions that are pertinent things that the Council will be facing in the years ahead, to be addressed by the candidates, they could give the questions to him and they would be submitted to the candidates.

CONSENT CALENDAR

All Consent Calendar items were voted upon simultaneously on a Consent Calendar basis. Item No. 8 was pulled from the agenda. Item No. 5 was removed due to a possible conflict of interest for Council Member Choate. Items 2 and 9 were removed for discussion.

1. MINUTES OF DECEMBER 29, 1998 AND JANUARY 5, 1999

Correction to Minutes of January 5, 1999, Page 2, Item No. 5, Council Member Choate voted yes and did not abstain.

Disposition: Approved as corrected.
Document No.: M.O. 01-011999

3. PURCHASE OF FOUR (4) ACTIVANS FOR THE C.O.L.T. SYSTEM

Recommendation: That the City Council:

1. Approve the purchase of the four Activans for the Demand-Response System; and
2. Authorize the Purchasing Agent to process the necessary documentation for the purchase of the four Activans through the State procurement process.

Disposition: Approved.
Document No.: Resolution 3-99
File No.: 412-23

4. REJECTION OF BID FOR JAYE STREET SEWER LATERALS PROJECT, DATE AVENUE TO ORANGE AVENUE

Recommendation: That City Council reject the Jaye Street Sewer Lateral Project bid in the amount of \$26,100.

Disposition: Approved.
Document No.: Minute Order No. 02-011999
File No.: 89-9662

6. AWARD OF CONTRACT - APPRAISAL SERVICES FOR CERTIFICATES OF PARTICIPATION STREET AND BRIDGES PROJECT

Recommendation: That City Council:

1. Authorize staff to negotiate a contract with Dennis L. Schneider, MAI, the highest rated appraiser, and should it be needed due to the volume of work, allow staff to negotiate a contract with any of the other appraisers in order of ratings;
2. Authorize the Mayor to sign said contract and any future contracts, for appraisal services, should they be needed; and
3. Authorize staff to make payments, upon satisfactory completion of the contracted work, up to 100%.

Disposition: Approved.
Document No.: M. O. 03-011999
File No.: 601-2-6

7. AWARD OF CONTRACT - DIGITAL ORTHORECTIFIED AERIAL PHOTOGRAPHY PROJECT

Recommendation: That City Council:

1. Authorize staff to negotiate a contract with Hammon, Jensen, Wallen & Associates, Inc. Further that Council authorize staff to negotiate a contract with the second rated firm if an agreement is not reached with Hammon, Jensen, Wallen & Associates, Inc.;
2. Authorize the Mayor to sign all the required contracts and documents (i.e., Service Agreement, etc.); and
3. Authorize progress payments up to 100% upon satisfactory completion of the project.

Disposition: Approved.
Document No.: M. O. 04-011999
File No.: 601-2-6

COUNCIL ACTION

MOVED by Council Member Irish, SECONDED by Council Member Choate that Council approve Item No. 1 as amended. The motion carried unanimously.

COUNCIL ACTION

MOVED by Council Member Gurrola , SECONDED by Mayor Pro Tem Leavitt that Council approve Item Nos. 3, 4, 6 and 7. The motion carried unanimously.

2. APPROVAL OF PURCHASES

Recommendation: That the City Council approve purchases as listed and authorize the Director of Finance to issue payment for same upon satisfactory delivery.

Council Member Choate stated that everyone had received the letter from Axiom Graphics, the T-shirts for the annual Sweetheart Run. Council Member Choate stated that contrary to what the letter said, the difference was \$14.63. He stated that he seemed to remember that previously the Council had discussed the possibility of some kind of contingency for local vendors. Council Member Choate stated that this was a \$1,200 order that was going to Bakersfield for \$14.63, where it could stay in Porterville. Council Member Choate stated that he wanted to look at that contingency again. He stated that they had looked at it about a year ago, but nothing ever came of it and it sounds like it died out. Council Member Choate questioned what the other the Council member's thoughts were on this subject.

Mayor Gibbons stated that she questioned that today and got an opinion from the Finance Director. She asked Council Member Choate if he would like to hear from the Finance Director in regards to how they do the bids.

Council Member Choate stated that he would be willing to listen.

Darrel Pyle, Finance Director, stated that when they solicit quotations for various goods and services throughout the City they use a bidders' list. Mr. Pyle stated that any time a business located in the United States wishes to be put on the City's bidders' list, their name is added, and they then receive mailed, faxed, or telephoned requests for quotations. The request for quotation specifically outlines what items are needed, and when the quotes come back they are all evaluated. Mr. Pyle stated that this was for goods with a purchase price above \$500 and below than \$5,000. He stated that if there were two bidders, one local and one non-local, that submit the same bid, the local contractor gets the bid. He stated that if there are two local contractors that submit the same bid, then a coin is tossed to pick which one staff recommends. He stated that in the event a local vendor comes close, what they do is try to look at the amount of sales tax that will be paid on the purchase of those goods or services knowing that 1% of the sales tax dollar comes back to the City. He stated that they look at that and try and factor that in to make a case to go ahead and award to the local vendor. Mr. Pyle stated that in the last three years they have not had a case where the amount of sales tax received by the City would change the outcome of any of the bids. He stated that they recently put out a request on a nationwide E-mail to a group called the California Purchasing Professionals Association and asked cities who participate in CAPPa if they had any provisions for local vendor preference, and the responses from most came back that, "no", they didn't have local purchasing preference, but the one that came the closest to a local purchasing preference was a city that had an additional 1% sales tax for all transactions

within the city limits, and they had an opinion from their City Attorney that in order to make the playing field level, they would go ahead and give the local vendors a 1% credit to make up for the additional sales tax. Mr. Pyle stated that was as close to a local vendor preference that they found.

Council Member Choate asked the City Attorney how much trouble they could get into for giving a 3% leeway.

The City Attorney stated that rather than try to give an opinion on the fly, he would feel much more comfortable doing some research on what the potential problems could be. He stated that there has been litigation on this matter, and he would prefer to research the matter and bring it back.

Council Member Choate asked if that would be OK.

Council Member Gurrola stated that she liked anything they could do to keep their money here that was "allowable" and wouldn't get them into any trouble.

Council Member Irish stated that he thought the same thing, only because as the Council they could do so much for economic development. He stated that the community could do a lot more than the Council could by shopping within Porterville. However, in looking at this particular bid, he said the bidder in Bakersfield has had a Porterville Business License since 1993, so it wasn't like they went down there and solicited them without them having a business license, which really upsets him when they do stuff like that, but they were on that bidders' list. He stated that he would like to see a way to take care of local business. He stated that they were one of the poorest counties in the State and they were sending business out of the County.

The City Attorney stated that he would provide an opinion in writing to each of the Council Members.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that Council approve Item No. 2.

M. O. 05-011999

File 412-11-1

AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
NOES: None
ABSENT: None
ABSTAIN: None

Disposition: Approved.

5. AWARD OF CONTRACT - SURVEYING SERVICES FOR THE PROSPECT STREET RECONSTRUCTION PROJECT

Recommendation: That City Council:

1. Award the Prospect Street Reconstruction Project Surveying Services to the firm of James Winton & Associates in the amount of \$3,570.00; and

2. Authorize staff to make payment up to 100% upon satisfactory completion of the work.

COUNCIL ACTION

MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that Council approve Item No. 5 as recommended.

M. O. 06-011999

File 601-2-6

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Disposition: Approved.

9. DRAINAGE IMPROVEMENTS AT THE POST OFFICE

Recommendation: That City Council:

1. Authorize funding from the City Council Contingency Fund;
2. Approve the plans and project manual; and
3. Authorize staff to advertise for bids.

Council Member Irish clarified that they would not be starting this project in the middle of the rainy season.

Mr. Irish stated that it was his understanding the work would be commenced in May and completed in June of this Fiscal Year.

Council Member Gurrola clarified that the City Council would be getting additional contingency funds for the next Fiscal Year.

COUNCIL ACTION

MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Leavitt that Council approve Item No. 9 as recommended.

M. O. 07-011999

File 410-1-1

AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
NOES: None
ABSENT: None
ABSTAIN: None

Disposition: Approved.

PUBLIC HEARINGS

10. ZONE CHANGE 5-98 (VINCE JURKOVICH - PORTERVILLE CONCRETE PIPE)

Recommendation: That the City Council:

- (1) Adopt the draft resolution approving the Negative Declaration recommended for Zone Change 5-98; and

(2) Adopt the draft ordinance approving Zone Change 5-98.

The Acting City Manager introduced the item, and the City Planner gave the staff report.

Mayor Gibbons opened the public hearing at 7:20 p.m. No one came forward and Mayor Gibbons closed the hearing to the public at 7:21 p.m. and opened the matter for Council comments.

Council Member Gurrola stated that this property would be used primarily for pipe storage and would be adjacent to residential.

The City Planner stated that the site was currently used for pipe storage, but in the future the entire site could be used as M-1, Light Manufacturing, if it was rezoned as requested.

Mayor Gibbons closed the public hearing at 7:23 p.m.

COUNCIL ACTION

Resolution 4-99

MOVED by Council Member Choate, SECONDED by Mayor Pro Tem Leavitt that the Council approve the Negative Declaration for Zone Change No. 5-98. The motion carried unanimously.

MOVED by Council Member Choate, SECONDED by Council Member Irish that the Council approve Zone Change 5-98. The motion carried unanimously.

The Acting City Manager read the ordinance for Zone Change 5-98, Ordinance No. 1570, by title only.

Ordinance 1570

MOVED by Council Member Irish, SECONDED by Council Member Choate that the Council waive further reading of Ordinance No.1570. The motion carried unanimously.

File 460-1-98-5

MOVED by Council Member Gurrola, SECONDED by Council Member Choate that the Council order this ordinance to print, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING ZONE CHANGE 5-98 BEING A CHANGE OF ZONE FROM R-4 (D) TO M-1 FOR THAT SITE LOCATED 330' SOUTH OF DATE AVENUE AND 350' EAST OF SOUTH MAIN STREET.

AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
NOES: None
ABSENT: None
ABSTAIN: None

Disposition: Approved.

SECOND READINGS

11. ORDINANCE 1567, PARK IMPACT FEES

Recommendation: That Council give Second Reading to Ordinance No. 1567, waive further reading, and adopt said ordinance.

The Acting City Manager read Ordinance 1567 by title only.

Council Member Choate stated that he would be abstaining on Item No. 11 as it may affect a source of income.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance.

Ordinance 1567

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Ordinance No. 1567

MOVED by Council Member Irish, SECONDED by Council Member Gurrola that the Council adopt this ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING A PARK IMPACT FEE FOR ALL NEW RESIDENTIAL DEVELOPMENT WITHIN THE CITY OF PORTERVILLE.

File 700-1-2

AYES: Irish, Gurrola, Leavitt, Gibbons
NOES: None
ABSENT: None
ABSTAIN: Choate

Disposition: Ordinance adopted.

12. ORDINANCE 1568, REPEAL AND ADOPTION OF PORTERVILLE MUNICIPAL CODE CHAPTER 12, FIRE PREVENTION

Recommendation: That Council give Second Reading to Ordinance No. 1568, waive further reading, and adopt said ordinance.

The Acting City Manager read Ordinance 1568 by title only.

COUNCIL ACTION MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1566

MOVED by Mayor Pro Tem Leavitt, SECONDED by Council Member Gurrola that the Council adopt the ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REPEALING

CHAPTER 12, FIRE PREVENTION, OF THE CITY CODE OF THE CITY OF PORTERVILLE, AND ADOPTING A REVISED CHAPTER 12, FIRE PREVENTION.

File 510-6 AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: None

Disposition: Ordinance adopted.

13. ORDINANCE 1569, REPEAL OF TRAFFIC COMMITTEE

Recommendation: That Council give Second Reading to Ordinance No. 1569, waive further reading, and adopt said ordinance.

The Acting City Manager read Ordinance 1569 by title only.

COUNCIL ACTION MOVED by Council Member Gurrola, SECONDED by Council Member Irish that the Council waive further reading of the Ordinance. The motion carried unanimously.

Ordinance No. 1569 MOVED by Council Member Irish, SECONDED by Council Member Choate that the Council adopt the ordinance, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 17, ARTICLE II, OF THE CITY CODE OF THE CITY OF PORTERVILLE, BY REPEALING SECTION 17.2.7, TRAFFIC COMMITTEE, AND SECTION 17.2.8, DUTIES OF TRAFFIC COMMITTEE.

File 600-13-2 AYES: Irish, Gurrola, Leavitt, Choate, Gibbons
 NOES: None
 ABSENT: None
 ABSTAIN: None

Disposition: Ordinance adopted.

SCHEDULED MATTERS

14. QUARTERLY PORTFOLIO SUMMARY

Recommendation: That the City Council accept the quarterly Portfolio Summary in accordance with SB 564 and SB 866.

The Acting City Manager gave the staff report.

COUNCIL ACTION

MOVED by Council Member Irish, SECONDED by Mayor Pro Tem Leavitt that the City Council accept the quarterly Portfolio Summary.

M. O. No. 08-011999

File 412-27

AYES:	Irish, Gurrola, Leavitt, Choate, Gibbons
NOES:	None
ABSENT:	None
ABSTAIN:	None

Disposition: Approved

ORAL COMMUNICATIONS

No one came forward to speak.

OTHER MATTERS

- Council Member Irish stated that concerning the freeze situation that they were in right now, it seemed to him that sitting were they sit, there was nobody in Porterville that cared as much as they do, and it had been quite evident. He stated that however, he thought they might just be putting a band-aid on a situation here, because they would continue to have freezes and they would always be in a situation where they would have to find funds maybe to help out because that is what they had set a precedence to do. Council Member Irish stated that he was not sure that C.D.B.G. monies would always be available to the City. He stated that there were two trains of thought that he had come up with—

1) Make it mandatory that everybody contribute to a fund, such as maybe taking a percentage of the Utility Users Tax. He stated that he was not crazy about that idea, only because it would be mandating to people that maybe could not afford that situation.

2) Do it on a voluntary basis. Maybe something as simple as putting a couple of lines on the bottom of the water bill saying 'if you want to contribute to distressed families because of freezes, you can send in a dollar on top of your water bill', and maybe the accumulation of that over a period time, if they don't have a freeze again next year, could result in a fund they would have access to.

Council Member Irish stated that he would like to get feedback from the Council. He stated that he wrote something up called the Temporary Assistance Program (TAP). "Tap into our local resources and help a neighbor. You can help families get back on their feet after a disastrous freeze with Porterville's Temporary Assistance Program. If you would like to contribute, please check the box and add a dollar to your water bill." Council Member Irish stated that if they could do this for three or four years, if they could get by without a freeze, maybe this might be a solution on down the road. He stated that it wouldn't necessarily help this freeze, but they would be up against this again, or another Council would be up against this, very soon. He stated that he just wanted to throw this idea out to the Council. He stated that he didn't want a decision, just have them think about it, and maybe they could come up with something, or maybe not.

- Council Member Gurrola stated that one of the things she had been thinking about was some kind of strategic plan for disaster so that the funds would be set up. She stated that she would like to see this Council put it on an agenda so they could discuss this and look at alternative ways of setting up some funds—not just for the freeze, but they could have it for any kind of disaster occurring to the City of Porterville. She stated that they needed to be able to access those funds and assist the people in the community that may be affected. Council Member Gurrola stated that she supported Council Member Irish’s idea, but would like to add to the discussion on that at some later time.

Mayor Gibbons stated that it was a good idea. She stated that the one discussion she did have was just that question, and one of the “funds” that was available at this point that they could use for the City of Porterville was the C.D.B.G. funds. Mayor Gibbons stated that in speaking to the City Manager, he thought it would be a good idea to do this at budget time, with the recommendation of the C.D.B.G. Committee, which recommends to Council where the funds should be used. She stated that Mr. Huffaker also stated that there was a possibility that this money could be set aside and carried forward. Mayor Gibbons stated that the strings would be that it could be used for disasters only. She stated that this was a possibility without going out to the community again and saying ‘would you add another dollar or whatever’ and have those funds available for instant help, which could come out of the C.D.B.G. monies, which is federal monies and is designed for different areas such as that. She stated that this might be something the Council wanted to discuss at budget hearing, and set it up that way.

Council Member Gurrola stated that by having some kind of strategic plan, they were all in step and going the same way. She stated that they could just open it up and start up the process. She encouraged the Council to do that at some near point in time.

Mayor Pro Tem Leavitt stated that he agreed with Council Member Irish’s idea because it put it on a voluntary basis and people that wanted to contribute could do so. He stated that he didn’t like when government tells people that they are going to do something good with your money, but the idea of setting up this was good and could be done very simply. He stated that he thought they could consider setting a plan like this into motion as early as the next Council meeting. He stated that it didn’t seem to him to be too difficult where they have a box to check and have a fund where the money goes and stays and accumulates as time goes on. Mayor Pro Tem Leavitt stated that he thought this was an excellent idea, and Council Member Irish should be commended for coming up with it. He stated that he didn’t think they should wait for budget time as this was something they could look at and start the implementation. He stated that they could look at this at the next meeting, and it would be nice to have it as part of the agenda.

Mayor Gibbons stated that it was an excellent idea, but before they do that, were there any laws or anything that say the Council could not do this as a public agency.

The City Attorney stated that the strings were the key—how the Council would define disaster, how is it divided in the event of multiple recipients, etc. He stated that if they actually accumulated the money, it was harder to determine how to expend it.

Council Member Irish stated that they would have to determine that no matter what kind of funds that they go through.

The City Attorney stated that it had to be determined at the time the trust fund was set up. So in accumulating the money it would really take a much broader view and strategic view of what they consider a disaster. He stated that in the community a person could have a fire and lose their home, so to them it is a disaster, so part of this had to be whether they were looking at a City-wide calamity. The perimeters had to be thought through as part of the overall package. He stated that they needed to set up a trust fund with carefully tailored distributions. The City Attorney stated that he would be more than happy to help the Council do it, but part of it was the Council determining what they were really talking about—an individual calamity, a City-wide calamity, or a County-wide calamity.

Council Member Irish that was the intent, a disaster like they have had, not a fire.

The City Attorney stated that he wanted the Council to have a clear direction on that.

Council Member Choate asked if it could be at the Council's discretion.

The City Attorney stated that there was a lot more problems with Council discretion than if there were clearly defined perimeters.

Mayor Gibbons stated that she had one question from Council she wanted researched before this was brought back, and that was when there were services outside the City limits, such as sewer and/or water, which are not within the City's jurisdiction, where would the perimeters have to stop, if they have to stop.

The City Attorney stated that again a voluntary basis gets away from those perimeters, because if the City is providing service outside in the County area, and they choose to give a donation to the City disaster fund, that is outside the mandate of a payment. He stated that he would look into it, but the short answer was that as long as it was not a coercive payment the Council would be in a much better stance.

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Mayor Gibbons stated that was one of the questions with the C.D.B.G. funds, it couldn't be expended outside the City limits. She stated that she wouldn't want to see anyone donating to this thing like an insurance policy, and then finding they were not covered outside the City. She stated that she would like that clarified.

The Acting City Manager stated that they code utility bills now, so the donation bpx suggestion could be printed on bills within the City limits only.

Mayor Pro Tem Leavitt stated that they had to be careful when they brought this back because the City was not set up to be into social programs. He stated that was where the federal government comes in and the county comes in, because they collect funds for social programs and the City did not. Mayor Pro Tem Leavitt stated that by making it a voluntary thing and collecting money as outlined by Council Member Irish, then they would have the discretion to use those funds.

Council Member Gurrola stated that again that was why she wanted to see a plan.

Mayor Gibbons stated that once the City Attorney has the ability to determine that, then it will be brought back.

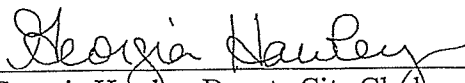
The Acting City Manager stated that the Council needed to identify what they wanted covered before they could decide what sources of revenues could be used to meet that objective.

Mayor Gibbons stated that she just wanted them to bring back the fallacies, and after that they could bring the positives.

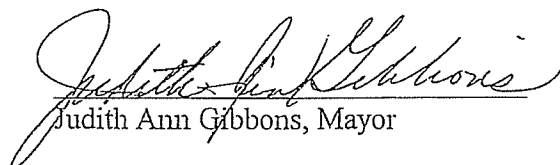
The City Attorney stated that he would start with what the Council couldn't do.

ADJOURNMENT

Council adjourned at 7:42 p.m. until February 2, 1999, at 7:00 p.m.


Georgia Hawley, Deputy City Clerk

SEAL


Judith Ann Gibbons, Mayor



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Request for Approval of the Street Sections for the Fiscal Year 2022-2023 Asphalt Hot Mix Program

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$1,000,000 in Fiscal Year 2022-2023 for the Asphalt Hot Mix Program. Staff has surveyed and prepared a list of street sections that qualify for this fiscal year's Asphalt Hot Mix Program; qualification is based on the condition and potential that this repair work will prolong the need for reconstruction and improve existing conditions. The proposed treatment is a typical grind out and pave back using an asphalt paver with Asphalt Concrete Hot Mix. The street sections identified are as follows:

STREET NAME	FROM	TO
Morton Ave	Mathew St.	Newcomb St.
Morton Ave	Newcomb St.	Prospect St.
Morton Ave	Prospect St.	Highway 65
Morton Ave	D St.	E St.
Teapot Dome Ave	RD 224	West End of Fairgrounds
West St.	Teapot Dome Ave	Edison Ct.
Newcomb St.	Teapot Dome Ave	North City Limits

The Asphalt Hot Mix Program will be funded by Measure I (\$500,000) and Local Transportation Funds (\$500,000) up to a not-to-exceed amount of \$1,000,000.

RECOMMENDATION: That the City Council approve the street sections for the Fiscal Year 2022-2023 Asphalt Hot Mix Program.

ATTACHMENTS: 1. Hot Mix Locator Map: Fiscal Year 2022-2023

Appropriated/Funded:

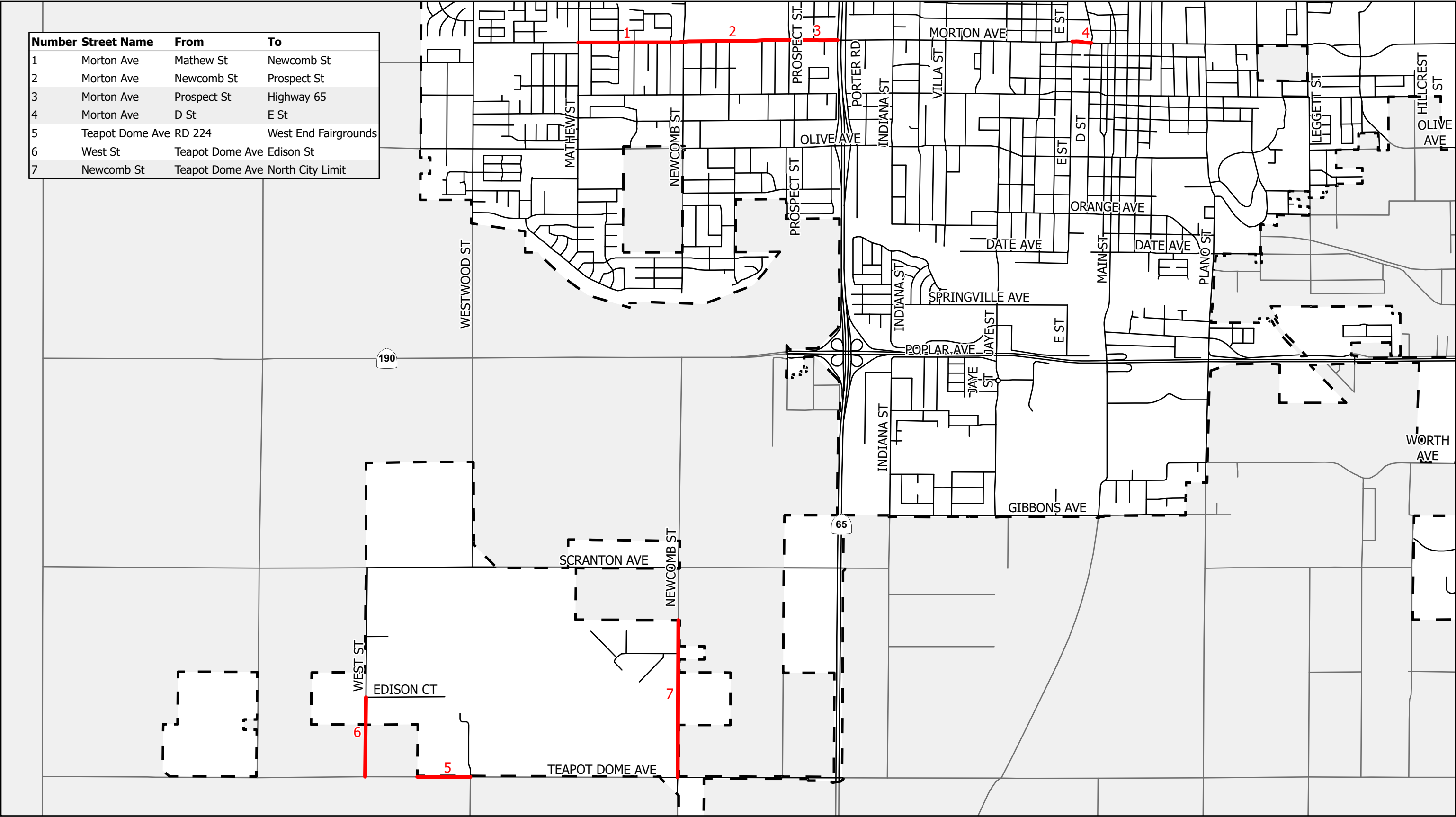
Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

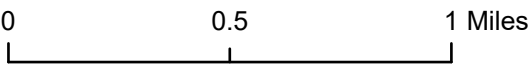
Hot Mix Projects 2022/2023

Number	Street Name	From	To
1	Morton Ave	Mathew St	Newcomb St
2	Morton Ave	Newcomb St	Prospect St
3	Morton Ave	Prospect St	Highway 65
4	Morton Ave	D St	E St
5	Teapot Dome Ave	RD 224	West End Fairgrounds
6	West St	Teapot Dome Ave	Edison St
7	Newcomb St	Teapot Dome Ave	North City Limit



Legend

- Hot Mix Projects 2022/2023
- City Limits





CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

SOURCE: Public Works

COMMENT: After soliciting bids, the County of Tulare has awarded its Fiscal Year 2022-2023, 3/8" Cold Mix Asphalt contract, 1/2" Cold Mix Asphalt contract, as well as its 1/2" Hot Asphalt Concrete contract, to Jaxon Enterprises and Delano Rock & Asphalt. These types of asphalt mixes are used for the City's Asphalt Overlay Program, and staff is requesting authorization to "piggyback" onto the new contracts for the purchase of asphalt mixes for the Fiscal Year 2022-2023 Program. Resolution No. 35-93, adopted by the City Council on April 20, 1993, gives the authorization to participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services.

Funds for asphalt purchase are available in the Fiscal Year 2022-2023 Asphalt Cold Mix Overlay Program and Asphalt Hot Mix Program-Budget with STP, Local Measure R, Measure I, and LTF funds.

RECOMMENDATION: That the City Council authorize the purchase of asphalt mix utilizing the contracts between the County of Tulare, Jaxon Enterprises, and Delano Rock & Asphalt.

ATTACHMENTS:

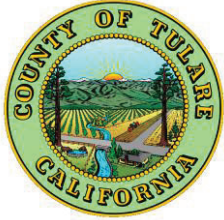
1. County of Tulare - Jaxon Enterprises 1/2" Hot Asphalt
2. County of Tulare - Jaxon Enterprises 1/2" Cold Mix
3. County of Tulare - Jaxon Enterprises 3/8" Cold Mix
4. County of Tulare - Delano Rock & Asphalt 1/2" Hot Asphalt
5. County of Tulare - Delano Rock & Asphalt 1/2" Cold Mix
6. County of Tulare - Delano Rock & Asphalt 3/8" Cold Mix

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 19, 2022

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1669 - RENEWAL NO. 02, 1/2" HOT ASPHALT
CONCRETE– NORTH/SOUTH COUNTY

Our current contract Number 1669 for 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY expires on JUNE 30, 2022. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please DocuSign this Renewal Form and **return it by June 1, 2022** to the Purchasing Department. Upon the return of this signed form, Contract No. 1669 will be renewed through **June 30, 2023**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Hot Asphalt Concrete – North/South County to the County of Tulare per Contract No. 1669 for an additional year through June 30, 2023 under the same prices, terms and conditions.

Date: 5/2/2022

Signature: _____

DocuSigned by:

Jack Baker

30BBAC416143451...

Title: _____

Pres

DocuSigned by:

Robert Forbes

A7FCEDC4FAC04DD...

Date: 5/18/2022

Signature: _____

Title: _____

CONTROLLER

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 03**CONTRACT NO.: 1669**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 20-003**PHONE:** (530) 241-2112**FAX:** (530) 243-0787**VENDOR CONTACT NAME:**

DON THOMASON

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY

COMMODITY CODE: 74521

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2023**

PAYMENT TERMS: NET 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

RENEWAL 03**CONTRACT NO.: 1669**

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	\$49.10

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: \$ 49.10 PER TON

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

2,500 Tons total estimated quantity for North County/South County through June 30, 2023.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT:

27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
HMATT = HMA or PRCM total tons placed
X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
 $HMATT$ = HMA total tons placed
 X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
 X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
 X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
 X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions
 $AETT$ = undiluted asphaltic emulsions total tons placed
 X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

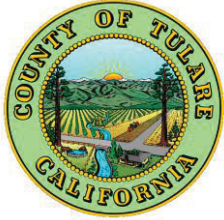
$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 19, 2022

Jaxon Enterprises
Dba Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Ct
Redding, Ca. 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1666 - RENEWAL NO. 03, 1/2" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1666 for 1/2" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2022. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please DocuSign this Renewal Form and **return it by June 1, 2022** to the Purchasing Department. Upon the return of this signed form, Contract No. 1666 will be renewed through **June 30, 2023**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Cold Mix – North/South County to the County of Tulare per Contract No. 1666 for an additional year through June 30, 2023 under the same prices, terms and conditions.

Date: 5/2/2022

DocuSigned by:
Signature: Jack Baker
30BBAC416143451...

Date: 5/18/2022

Title: Pres
DocuSigned by:
Signature: Robert Forbes
A7FCEDC4FAC04DD...
Title: CONTROLLER

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 03**CONTRACT NO.: 1666**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

REMIT TO: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2023**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

BID/PROPOSAL NO.: 20-003

PHONE: (530) 241-2112

FAX: (530) 243-8787

VENDOR CONTACT NAME:
DON THOMASON

E-MAIL:
dthomason@jaxonaggregates.com

RENEWAL 03**CONTRACT NO.: 1666**

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$47.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 47.00 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

3,000 Tons total estimated quantity for North/South County through June 30, 2023.

Applicable sales tax will be added in addition to the price indicated above.

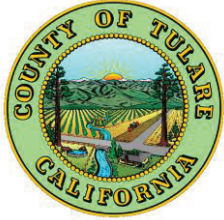
The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:

27671 AVE 120, PORTERVILLE, CA. 93257
SMARA MINE ID# 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 19, 2022

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1663 - RENEWAL NO. 03, 3/8" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1663 for 3/8" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2022. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

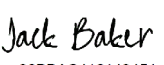
If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please DocuSign this Renewal Form and **return it by June 1, 2022** to the Purchasing Department. Upon the return of this signed form, Contract No. 1663 will be renewed through **June 30, 2023**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 3/8" Cold Mix – North/South County to the County of Tulare per Contract No. 1663 for an additional year through June 30, 2023 under the same prices, terms and conditions.

Date: 5/2/2022	Signature: 
	DocuSigned by: 30BBAC416143451...
	Title: Pres
Date: 5/18/2022	Signature: 
	DocuSigned by: A7FCEDC4FAC04DD...
	Title: CONTROLLER

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 03**CONTRACT NO.: 1663**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 20-003
PHONE: (530) 241-2112
FAX: (530) 243-0787
VENDOR CONTACT NAME:
DON THOMASON
E-MAIL:
dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2023**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

RENEWAL 03**CONTRACT NO.: 1663**

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$48.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: **\$ 48.00 PER TON**

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

2,000 Tons total estimated quantity for North County/South County through June 30, 2023.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:
93257

27671 AVENUE 120, PORTERVILLE, CA

SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 19, 2022

Delano Rock and Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1670 - RENEWAL NO. 03, 1/2" HOT ASPHALT
CONCRETE- NORTH/SOUTH COUNTY

Our current contract Number 1670 for 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY expires on JUNE 30, 2022. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please DocuSign this Renewal Form and **return it by June 1, 2022** to the Purchasing Department. Upon the return of this signed form, Contract No. 1670 will be renewed through **June 30, 2023**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Hot Asphalt Concrete – North/South County to the County of Tulare per Contract No. 1670 for an additional year through June 30, 2023 under the same prices, terms and conditions.

Date: 5/25/22 Signature: [Signature]
Title: President

Date: 5/25/22 Signature: [Signature]
Title: Controller

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 03

CONTRACT NO.: 1670

VENDOR NO.: 830010
VENDOR NAME: DELANO ROCK & ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

ORDER FROM: DELANO ROCK & ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: DELANO ROCK & ASPHALT
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY
COMMODITY CODE: 74521
CONTRACT PERIOD: JULY 1, 2019 THROUGH JUNE 30, 2023

PAYMENT TERMS: NET 5% 10 DAYS
SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE
DELIVERY: F.O.B. PLANT LOCATION
MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

BID/PROPOSAL NO.: 20-003

PHONE: (530) 241-2112
FAX: (530) 243-0787
VENDOR CONTACT NAME: DON THOMASON
E-MAIL: dthomason@jaxonaggregates.com

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	\$56.80

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: \$ 56.80 PER TON

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

500 Tons total estimated quantity for North County/South County through June 30, 2023.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT: 2000 INDUSTRIAL PARKWAY, DELANO, CA. 93215

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

Material Contract
Renewal 03
Page 1-B

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
HMATT = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

HMATT = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

AETT = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period,

the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 19, 2022

Delano Rock & Asphalt, Inc.
Attn: Don Thomason
1643 Tahoe Ct
Redding, Ca. 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1667 - RENEWAL NO. 02, 1/2" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1667 for 1/2" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2022. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please DocuSign this Renewal Form and **return it by June 1, 2022** to the Purchasing Department. Upon the return of this signed form, Contract No. 1667 will be renewed through **June 30, 2023**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Cold Mix – North/South County to the County of Tulare per Contract No. 1667 for an additional year through June 30, 2023 under the same prices, terms and conditions.

Date: 5/25/22

Signature: _____

Title: President

Date: 5/22/22

Signature: _____

Title: Controller

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 03**CONTRACT NO.: 1667**

VENDOR NO.: 1241600
VENDOR NAME: DELANO ROCK & ASPHALT, INC

BID/PROPOSAL NO.: 20-003

PHONE: (530) 241-2112
FAX: (530) 243-8787
VENDOR CONTACT NAME:
DON THOMASON

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

E-MAIL:
dthomason@jaxonaggregates.com

ORDER FROM: DELANO ROCK & ASPHALT, INC

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

REMIT TO: DELANO ROCK & ASPHALT, INC

STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2023**

PAYMENT TERMS: NET 5% 10 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$55.55

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 55.55 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

3,000 Tons total estimated quantity for North/South County through June 30, 2023.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 2000 INDUSTRIAL PARKWAY, DELANO, CA.
93215

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 19, 2022

Delano Rock & Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1664 - RENEWAL NO. 03, 3/8" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1664 for 3/8" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2022. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please Docusign this Renewal Form and **return it by June 1, 2022** to the Purchasing Department. Upon the return of this signed form, Contract No. 1664 will be renewed through **June 30, 2023**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 3/8" Cold Mix – North/South County to the County of Tulare per Contract No. 1664 for an additional year through June 30, 2023 under the same prices, terms and conditions.

Date: 5/25/22 Signature: _____

Title: President

Date: 5/25/22 Signature: _____

Title: Controller

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 03**CONTRACT NO.: 1664**

VENDOR NO.:	830010	<u>BID/PROPOSAL NO.:</u> 20-003
VENDOR NAME:	DELANO ROCK & ASPHALT	PHONE: (530) 241-2112
STREET ADDRESS:	1643 TAHOE COURT	FAX: (530) 243-0787
CITY STATE ZIP CODE:	REDDING, CA 96003	VENDOR CONTACT NAME: DON THOMASON
<u>ORDER FROM:</u>	DELANO ROCK & ASPHALT	E-MAIL: dthomason@jaxonaggregates.com
STREET ADDRESS:	1643 TAHOE COURT	
CITY STATE ZIP CODE:	REDDING, CA 96003	
<u>REMIT TO:</u>	DELANO ROCK & ASPHALT	
STREET ADDRESS:	PO BOX 994248	
CITY STATE ZIP CODE:	REDDING, CA 96099-4248	
SUBJECT:	3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY	
COMMODITY CODE:	74514	
CONTRACT PERIOD:	JULY 1, 2019 THROUGH JUNE 30, 2023	
PAYMENT TERMS:	NET 5% 10 DAYS	
SALES TAX:	IN ADDITION TO PRICES SHOWN WHEN APPLICABLE	
DELIVERY:	F.O.B. PLANT LOCATION	
MINIMUM ORDER:	NONE	
MERCHANDISE RETURNS:	FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.	
PRICES:	SEE EXHIBIT B – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD	

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$56.50

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48-hour notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: \$ 56.50 PER TON

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

500 Tons total estimated quantity for North County/South County through June 30, 2023.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT: 2000 INDUSTRIAL PARKWAY, DELANO, CA 93215

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Asphalt Grinding Program for Fiscal Year 2022-2023

SOURCE: Public Works

COMMENT: Staff is seeking City Council authority for the expenditure of funds to contract with a grinding contractor for annual services. Such a contract would secure pricing for services and would greatly improve the efficiency and quality of efforts for the Fiscal Year 2022-2023 Overlay Season. It is proposed that the grinding services consist of the milling of city streets, gutters edge, and the blending of existing asphalt during dig-outs and transitions through the project areas. The proposed services would help maintain or replace the asphalt with the proper thickness, which is critical for the longevity and durability of overlay projects.

With the utilization of a grinding contractor, City staff are capable of overlaying streets that have a lower than normal Pavement Condition Index (PCI) rating in lieu of complete reconstruction, resulting in a quality finished product. Maintenance actions combined with this process would add years to the life of a street, and the cost savings could be used to further the City's Street Maintenance Program. It would further assist the Public Works Department in maintaining minimum staffing levels, reducing equipment operations/maintenance costs, and improve the quality of the finished overlay product.

Staff have received three quotes for services from three local contractors for the Fiscal Year 2022-2023:

Grinding Contractor	Quoted Cost of Service	Mobilization Fee
J. Mack Enterprises Inc.	\$4,000 @ 8hr Rental	No Mobilization Fee
Pavement Recycling Systems Inc.	\$3,800 @ 8hr Rental	\$480 /day
Precision Cold Planing Inc.	\$4,550 @ 8hr Rental	\$500 /day

After reviewing the three quotes received, staff's recommendation is to award J. Mack Enterprises Inc., as they were the lowest bidder for the proposed scope of services. In the event of operational challenges, staff also seeks authority from the Council to authorize staff the ability to use all three grinding contractors should scheduling conflicts occur. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for an Annual Grinding Contractor has been programmed in the Capital Improvement

Budget 2022-2023 in the amount of \$50,000 from the Special Gas Tax Fund.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize annual grinding contractor J. MACK Enterprise Inc. for Fiscal Year 2022-2023; and
2. Allow staff to substitute annual grinding contractor pending schedule conflicts as ranked by the quote for services.

ATTACHMENTS:

1. J. Mack Enterprises, Inc. Quote
2. Pavement Recycling Systems Quote
3. Precision Cold Planing, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Price Quotation

2022 ASPHALT GRINDING RENTAL RATE

Certified Small Business
#1731864
License #877657

DIR #1000004036

Job Location
City of Porterville

Phone
Fax

Phone (559) 622-9911
Fax (559) 622-9939

Attention: Joe
Bid # 5375
Bid Date 4/25/2022

Item	Description
	2022 RENTAL RATE SHEET FOR BIDDING PURPOSES ONLY- PRICES SUBJECT TO CHANGE
	ASPHALT GRINDING (ONLY) AS DIRECTED: DAILY RENTAL RATES
	4' OPERATED MILLING MACHINE FOR (0-8 HOURS) REGULAR HOURS \$4,000.00
	MOBILIZATION INCLUDED
INCLUDES	Cut & load into your trucks, Grind A/C as directed
EXCLUDES -	Milling any concrete, Hauling, Sweeping, Traffic Control, Supplying water by truck, Layout, Handwork (Mini Grinder and/or Jack Hammer), Trimming trees/shrubs that may interfere w/milling process, Areas not accessible to our machine, Any specific guarantee of gradation, Sawcutting

It is our goal to offer quality work, with quality people, at competitive pricing. We THANK YOU for the opportunity to prove it.

1. This bid is not divisible. All items in this quotation must be accepted for the prices set forth above to be effective. This quotation will be incorporated into the subcontract between the parties.
2. All areas to be ground shall be clearly marked by the General Contractor or Agency Representative prior to commencement of grinding.
3. The above stated price does not include permits, bonds, state or local taxes.
4. USA notification is to be done by the General Contractor prior to commencement of work.
5. Costs of repairs to damaged machinery due to hitting unmarked obstacles (i.e. water valves, manholes, buried steel or iron) will NOT be the responsibility of the General Contractor.
6. All teeth over one complete set will be charged to the contractor. This applies to daily rental only.
7. Back charges to J. Mack on unit price projects must be communicated by the contractor in written form within 48 hours from the time of the occurrence. Back charges are limited to the daily rental rate of our machine. No back charges will be accepted on daily rate rental projects.
8. Unless agreed otherwise, payment is due and payable within 30 days of billing. California Prompt Payment laws shall also apply. Code Section 7108.5 - Prime contractor or subcontractor shall pay to any subcontractor, not later than 10 days after receipt of payment for that portion of work.
9. Items not specifically included within the quotation are considered excluded (Permits, Testing, Bonds).
10. If an Insurance Certificate requires a Waiver of Subrogation, an additional charge of \$250.00 will be applied.
11. NO RETENTION to be withheld on rental rate work.
12. Retention on unit price work performed by J. Mack longer than 60 days after completion or acceptance of J. Mack's work.
13. Customer acknowledges the scope of J. Mack's work includes changing the elevation of the existing roadway. J. Mack will have no obligation of defense or indemnity arising of claims which are the result of J. Mack's normal construction activity.
14. J. Mack shall not be held liable for damage of property caused by unraveling of the milled surface after the contractor has reopened the milled roadway to public traffic.
15. Unless listed at bid time, price quotation is good for 30 days from date of bid.
16. If a job is cancelled by a customer after J. Mack's equipment and crew has been dispatched, regardless of conditions, customer will assume responsibility for all mobilization charges.
If a job is cancelled by a customer after J. Mack has been on jobsite, regardless of conditions, customer will assume responsibility for time incurred. (minimum 2 hour show-up)
17. The unit prices are quoted are for the estimated quantities set forth herein. The prices are subject to adjustment if the quantity of an item increases or decreases twenty percent (20%) or more from the estimate. Proposal is for Monday through Friday (Non Holiday) normal daytime hours.



An Employee Owned Company
**OTHERS TALK SAFETY,
 WE LIVE IT!**

Proposal and Contract**Pavement Recycling Systems, Inc**

CA License# 569352
 OR License# 185556

DIR# 1000003363
 UT License# 6982390-5501
 ID License# 015231-AA-2

NV License# 0036228
 AZ License# 183900
 WA License# 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 Fax: (951) 682-1094

From: Mike Akins

Email: makins@pavementrecycling.com

To: Joe Baeza
 City of Porterville

Quote No: 1784057

Phone: () -

Fax: () -

Bid Date: 4/22/2022

jbaeza@ci.porterville.ca.us

We propose to furnish you with labor and material per your representation of job requirements as follows:

City of Porterville 4' Milling Machine Rental Rates Fiscal Year 2022/2023

Item No	Description	Quantity	UOM	Unit Price	Total Price
Schedule 1					
1	4' Milling Machine Rental First 4 Hours	1	LS	3,200.000	\$3,200.00
2	4' Milling Machine Rental Day Rate	1	DY	3,800.000	\$3,800.00
3	Mobilization	1	EA	480.000	\$480.00

Rental Special Conditions

- Item #1 includes: Provide One (1) 4' Cold Planer operated and maintained for up to 4 hours per day. After the first 4 hours for each shift worked, the hourly rate of \$300/hr will apply.
- Item #2 includes: Provide One (1) 4' Cold Planer operated and maintained for up to 8 hours per day. After 8 hours for each shift worked, the hourly rate of \$500/hr will apply.
- Item #3 includes: One (1) Mobilization for the move on and off the project.
- Excludes: Traffic control, water/water truck, hauling, sweeping, detailing/handwork, removal of pcc, survey/project layout, maintenance of the project.
- Excludes: USA notification, location and marking. Please see "General Conditions".
- All work is to be performed under the direct supervision and control of the customer. Customer accepts all liability for any claims arising from work performed as directed.

General Conditions

ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms.

PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor.

California prompt pay statutes shall be enforced.

Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRS excludes from the services quoted her all: MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS. Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work. All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRS's work. PRS excludes any damage to unmarked or improperly located obstructions in the zone of work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages. Insurance included in this Bid: Commercial Liability \$1MM per occurrence / \$2MM aggregate; \$2MM Products and Completed Operations Aggregate; \$1MM Personal and Advertising Injury; \$1MM Commercial Auto; Worker's Compensation coverage per statute.

Date:

Accepted By:



COLD PLANING, INC.
Cold Planing, Pulverization and Soil Stabilization

13552 Calimesa Blvd, Yucaipa, CA 92399-2304
Lic. # 832640 C-12 D.I.R. #1000006264
Office - 909-446-0010 Fax - 909-446- 8435

Date: 4/25/2022

Quote # JP6280CP

Attn: Joe Baeza
Company: City of Porterville

Cell: (909) 855-3178
Tel: (909) 446-0010
Fax: (909) 446-8435
Email: JPURVIS@PRECISIONCOLDPLANINGINC.COM

Project Name: Fiscal Contract 2022 - 2023
Project Location: Various Locations

Good Through: 7/1/2023
Estimator: JASON PURVIS

	Description	Quantity	U/ Measure	U/Price	Total Price
R-D	4' Cold Planer	1.00	Daily	\$4,550.00	
R-OT	4' Cold Planer Overtime Rate	1.00	Hr.	\$500.00	

Inclusions:

R-D-Provide operated and maintained 48 Inch wide cold planer. Price includes the move in & out.

R-OT-Rate per each additional hour (after the first 8 hrs. & up to 12 hrs.) billed in half hour increments.

*Quote based on rental being performed during regular weekday, day time working hours.

*Cold Planer rental will be billed by the daily ratecharge plus additional machine hours worked for overtime in half hour increments.

*A rate of \$100.00 per hour will be billed to meet union operator hourly minimums, ONLY if billable machine hours fall short there of.

*Extended Distances or Mountain areas- Additional Mob charges will apply.

Exclusions: USA, SWPPP, Sweeping/Clean up (unless otherwise noted), lighting/light towers for night work, permits, posting, potholing, marking or layout, survey, tree trimming, traffic control/closures, mini grinder (unless otherwise noted), detail/hand work (unless otherwise noted), profile milling, saw cutting, striping, temporary striping/traffic markers, tabs, water to be supplied (by contractor) readily accessible to our equipment, supplying materials/placing/maintaining temporary ramping and/or tapers, areas not accessible to our equipment both horizontally and vertically, disposal of material not removed after initial sweeping, disposal of contaminated asphalt, slurry and/or asphalt overlay removal from concrete gutters, dirt, hazardous waste, aggregate base, fabric of any kind, grinding of pcc (concrete), clay, construction debris, jobsite maintenance, lowering/plating/protection of manholes/water valves/utilities. Special hours or night work (unless otherwise noted). Specialty safety training/badging and cost thereof. Upon completion of our work, Precision Cold Planing, Inc. is relieved of all liability for work completed; protection/maintenance shall become the responsibility of others.

*This Quotation shall become part of any future contract/purchase order unless otherwise agreed and must be signed and returned within 30 days from date of submission for Good Through date to apply.

*Three (3) weeks lead time required to schedule mobilizations.

* Delays or problems encountered on the job will be billed accordingly.

*Damage to equipment by unmarked items in grade to be invoiced at a time and material basis plus markup.

*Precision Cold Planing, Inc. excludes notification to any underground alert service, marking and/or location of any underground utilities. Upon execution/acceptance of this quote the customer accepts sole responsibility for any/all subsequent liabilities coincident with the following requirements of the California regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the government code.

Accepted By: _____ Date: _____



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Street Striping Program for Fiscal Year 2022-2023

SOURCE: Public Works

COMMENT: The Public Works Department-Streets Maintenance Division is seeking authorization for the expenditure of funds for Annual Striping Services. Striping Services will consist of re-striping lane lines for arterial and collector streets throughout the city limits, in addition to the replacement of existing street markings after asphalt maintenance projects. City staff currently re-paint stop bars, stop legends, crosswalks, turn arrows, school legends, and school crosswalks. The City does not possess the equipment needed to maintain the existing travel lane lines; current efforts have been on an as-needed basis, dictated by overlay and street reconstruction projects, with a primary focus on implementing an aggressive road maintenance program.

The City's Street Maintenance Program coupled with the re-striping of lane lines is necessary for the visibility and safety of the traveling public and a requirement to keep traveling lane lines up to code with the Manual on Uniform Traffic Control Devices. Staff requested per linear feet quotes and services and received three quotes from surrounding area contractors for the Fiscal Year 2022-2023.

Striping Contractor	Average Quote Per Linear Feet	Mobilization
T&T Pavement Striping	\$0.25 Per Ft.	\$15,000
BBCS Seal & Striping	\$0.35 Per Ft.	\$17,000
California Striping Service, Inc.	\$0.32 Per Ft.	\$17,500

Services evaluated and included under the annual agreement are Mobilization, 4" edge line, 4" broken line, 8" single solid line, 4" two-way left turn, linear foot double yellow, linear foot bike lane, linear foot crosswalk removal, crosswalk thermoplastic, removal school xing legend, school xing thermoplastic, traffic control, and layout newly paved roads.

After reviewing the three quotes, the recommendation is to award T&T Pavement Markings as the lowest bidder for the proposed scope of services. In the light of operational challenges, staff would also request the City Council to

authorize the ability to use all three striping contractors should scheduling conflicts occur, based on the order of quoted services (listed above). Funding for an Annual Striping Program will be determined by the areas of disturbance and performance. Funding will be made available from the following sources; Surface Transportation Program Funds, Measure I Funds, and Measure R Local Funds for the Fiscal Year 2022-2023 in accordance with Street Maintenance Operations, Capital Improvement Projects, Overlay Program, and Asphalt Hot Mix Program.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize annual striping contractor T&T Pavement Markings and Products Inc. for fiscal year 2022-2023;
2. Allow staff to substitute striping contractors pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation for services from Street Maintenance Operations, Capital Improvement Projects Overlay Program and Asphalt Hot Mix Program; and
4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. T&T Pavement Markings and Products, Inc. Quote
2. BBCS Seal & Stripe Quote
3. California Striping Service, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



"We are a non-union Contractor"

3276 W. Sussex Way
Fresno, CA 93722

Phone: 559-275-2879
Fax: 559-229-2527

TIN #81-4165560
License #687921
tandtpavemark@hotmail.com
DIR Registration #1000046338
SB #2004666

PROPOSAL

DATE: 4/27/2022
PROPOSAL #: 22-273
PREVAILING:

CUSTOMER:

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

PROJECT:

2022-2023 Annual Striping

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

Qty	Description	Total
	ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & 11	
	LINE ITEM #1 - \$15,000.00 Mobilization, Insurance	
	LINE ITEM #2 - \$.25 per foot Linear feet of 4" edge line (detail 27b)	
	LINE ITEM #3 - \$.21 per foot Linear feet of 4" broken line (detail 8), white or yellow	
	LINE ITEM #4 - \$.28 per foot Linear feet of 8" single solid line (detail 38a)	
	LINE ITEM #5 - \$.39 per foot Linear feet of 4" two way left turn (detail 31)	
	LINE ITEM #6 - \$.45 per foot Linear feet of double yellow center line (detail 21) includes black highlight in middle	
	LINE ITEM #7 - \$.23 per foot Linear feet of bike lane (detail 39)	
	LINE ITEM #8 - \$1.95 per foot Linear feet of yellow crosswalk removal	

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY/TIMBER BARRICADES, LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS (unless otherwise notated in proposal), SPECIALTY BUILDING SIGNAGE, REMOVAL BY WET SANDBLASTING AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS.

- *NOTE: Irrigation must be turned off 24 hours prior to commencing work.
- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.
 - Upon acceptance of this proposal, please sign and email to our office.
 - Proposal is not valid after 30 days without a signature.

IF PROPOSAL IS APPROVED, T&T REQUIRES A NOTICE OF 14 BUSINESS DAYS TO COMMENCE WORK.

Total:

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

Signature

Page 1

Date



"We are a non-union Contractor"

3276 W. Sussex Way
Fresno, CA 93722

Phone: 559-275-2879

Fax: 559-229-2527

TIN #81-4165560

License #687921

tandtpavemark@hotmail.com

DIR Registration #1000046338

SB #2004666

PROPOSAL

DATE: 4/27/2022

PROPOSAL #: 22-273

PREVAILING:

CUSTOMER:

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

PROJECT:

2022-2023 Annual Striping

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

Qty	Description	Total
	LINE ITEM #9 - \$2.20 per foot Install yellow crosswalk in thermoplastic (lf) LINE ITEM #10 - \$475.00 each Removal of existing Slow School Xing legend LINE ITEM #11 - \$450.00 each Installation of Slow School Xing legend in thermoplastic LINE ITEM #12 - \$13,500.00 Traffic Control LINE ITEM #13 - \$.25 per foot Layout and cat track newly paved roads prior to applying pavement stripes NOTE: At the end of the fiscal year, prior to the start of the new fiscal year, both parties (Contractor & City of Porterville) can agree upon a price increase due to wages and product cost at a rate not to exceed 8%.	

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY/TIMBER BARRICADES, LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS (unless otherwise notated in proposal), SPECIALTY BUILDING SIGNAGE, REMOVAL BY WET SANDBLASTING AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS.

*NOTE: Irrigation must be turned off 24 hours prior to commencing work.

- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.
- Upon acceptance of this proposal, please sign and email to our office.
- Proposal is not valid after 30 days without a signature.

IF PROPOSAL IS APPROVED, T&T REQUIRES A NOTICE OF 14 BUSINESS DAYS TO COMMENCE WORK.

Total: \$0.00

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

Page 2
Signature _____ Date _____

BBCS Seal & Stripe

1559 N. McCall Ave
CA 93657

Estimate

Date	Estimate #
5/2/2022	609

Name / Address
CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257

			Project
Description	Qty	Rate	Total
PROJECT: 2022 - 2023 ANNUAL STRIPING			
ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & 11			
LINE ITEM #1 - \$17,000.00 MOBILIZATION, INSURANCE			
LINE ITEM #2 - \$.35 PER FOOT LINEAR FEET OF 4" EDGE LINE (DETAIL 27B)			
LINE ITEM #3 - \$.31 PER FOOT LINEAR FEET OF 4" BROKEN LINE (DETAIL 8), WHITE OR YELLOW			
LINE ITEM #4 - \$.38 PER FOOT LINEAR FEET OF 8" SINGLE SOLID LINE (DETAIL 38A)			
LINE ITEM #5 - \$.49 PER FOOT LINEAR FEET OF 4" TWO WAY LEFT TURN (DETAIL 31)			
LINE ITEM #6 - \$.55 PER FOOT LINEAR FEET OF DOUBLE YELLOW CENTER LINE (DETAIL 21) INCLUDED BLACK HIGHLIGHT IN MIDDLE.			
LINE ITEM #7 - \$.33 PER FOOT LINEAR FEET OF BIKE LANE (DETAIL 39)			
LINE ITEM #8 - \$2.05 PER FOOT LINEAR FEET OF YELLOW CROSSWALK REMOVAL			
LINE ITEM #9 - \$2.30 PER FOOT INSTALL YELLOW CROSSWALK IN THERMOPLASTIC (LF)			
LINE ITEM #10 - \$500.00 EACH REMOVAL OF EXISTING SLOW SCHOOL XING LEGEND			
		Total	

BBCS Seal & Stripe

1559 N. McCall Ave
CA 93657

Estimate

Date	Estimate #
5/2/2022	609

Name / Address
CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257

			Project
Description	Qty	Rate	Total
LINE ITEM #11 - \$525.00 EACH INSTALLATION OF SLOW SCHOOL XING LEGEND IN THERMOPLASTIC			
LINE ITEM #12 - \$14,500.00 TRAFFIC CONTROL			
LINE ITEM #13 - \$.35 PER FOOT LAYOUT AND CAT TRACK NEWLY PAVED ROADS PRIOR TO APPLYING PAVEMENT STRIPES.			
NOTE: AT THE END OF THE FISCAL YEAR, PRIOR TO THE START OF THE NEW FISCAL YEAR, BOTH PARTIES (CONTRACTOR & CITY OF PORTERVILLE) CAN AGREE UPON A PRICE INCREASE DUE TO WAGES AND PRODUCT COST AT A RATE NOT TO EXCEED 8%.			
		Total	\$0.00

CALIFORNIA STRIPING SERVICE, INC
6062 N. BETHEL CLOVIS, CA. 93619
FAX 559-325-6409
CELL 559-289-5133

DATE: 4-28-22

TO: City of Porterville
ATTN: Joe
RE: 2022-2023 Annual Striping Project
Scope of Work:

ITEM #1 MOBILIZATION	=\$17500.00
ITEM #2 DETAIL 27B	=\$.32LF.
ITEM #3 DETAIL 8	=\$.26LF.
ITEM #4 DETAIL 38A	=\$.35LF.
ITEM #5 DETAIL 31	=\$.44LF.
ITEM #6 DETAIL 21 W/BLACK IN CENTER	=\$.52LF.
ITEM #7 DETAIL 39	=\$.27LF.
ITEM #8 REMOVE YELLOW X-WALK	=\$2.15LF.
ITEM #9 THERMOPLASTIC YELLOW X-WALK	=\$2.60LF.
ITEM #10 REMOVE SLOW SCHOOL XING LEGEND	=\$550.00EA.
ITEM #11 THERMOPLASTIC SLOW SCHOOL XING	=\$500.00EA.
ITEM #12 TRAFFIC CONTROL	=\$15600.00
ITEM #13 NEW LAYOUT FOR NEW A/C	=\$.36LF.

Please note: At the end of the fiscal year, prior to the start of the new fiscal year, both parties (Contractor & City of Porterville) can agree upon a price increase due to wages and product cost at a rate not to exceed 10%.

THIS QUOTE EXCLUDES: LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS, AND REMOVAL BY WET SANDBLASTING. IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL.

THANK YOU,
MARK SHARER



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Annual Hauling Services for Asphalt Maintenance Program

SOURCE: Public Works

COMMENT: The City's Public Works Department-Streets Maintenance Division is asking for approval for the expenditure of funds for Annual Asphalt Hauling Services. Secured pricing and services for asphalt hauling will facilitate efforts for the 2022-2023 overlay season. Historically, staff has had to secure transport of asphalt on a project-by-project basis, presenting challenges for project scheduling. As the City continues to develop a robust asphalt maintenance program, staff is continuing to look for opportunities to increase efficiency. These efforts enable the Department to maintain staffing levels, reduce equipment operations costs, and complete a higher volume of overlays throughout the city, improving the quality of transportation. With the volume of asphalt material that needs to be delivered during the overlay session and overlay preparations, staff sought quotes for services from local trucking companies for hauling services during the Fiscal Year 2022-2023.

Hauling Services Contractor	Quoted Cost of Service
Mike Clark Trucking	@ \$120.00 /hr.
Terry Johnson Trucking, Inc.	@ \$150.00 /hr.
W.T.B., Inc	@ \$150.00 /hr.

After reviewing the quotes received, staff recommends awarding Mike Clark Trucking as the lowest quote for the proposed scope of services. In the event of operational challenges, staff seeks authority from the City Council to authorize the ability to use all three haulers should staff encounter scheduling conflicts.

Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for services will be made available from the Capital Improvement Projects Overlay Program funded by STP funds and Local Measure R funds.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize an annual hauling services contractor, Mike Clark Trucking, for the Fiscal Year 2022-2023;
2. Allow staff to substitute annual hauling contractor pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation of services from the Capital Improvement Project List and Self-performed Street Maintenance Overlay Program; and

4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. Mike Clark Trucking Quote
2. Terry Johnson Trucking, Inc. Quote
3. W.T.B. , Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Mike Clark Trucking
19385 Ave. 144, Porterville Ca.
Fax (559)784-8832 Office (559)784-5486 Cell (559)359-9918
C. S. B. #1770985 CA. #304331

Date: April 21, 2022
To : City of Porterville
Attn: Joe Baeza

Trucking for
2022-2023 Fiscal Year

Cold Mix out of Jaxson Baker to City Yard
Distribution to Various sites throughout the city in
Super 10, Transfers, Bottom Dumps and Double Bottoms
\$120.00 per hour with 6 Hour Minimum

Standby on hauling is at \$2.00 per min. after 10 min. loading and unloading, 10 & 30 min. in transfers added to tonnage price terms. All other trucking transfers, double bottoms, Demo or Super 10 at \$120.00 per hour. 6 Hour minimums. Billing will be every two weeks, pay at net thirty days. B & P Code Section 7108.6, penalty by the Debtor to the Carrier of 1.5 percent of the amount due per month for every month payment is outstanding.

QUOTE GOOD FOR (3) THREE MONTHS FROM THIS DATE



Terry Johnson Trucking, Inc.

31186 West Gale Avenue
Coalinga, CA 93210

Ph: 559-935-0371

Fax: 559-935-5803

8270 E. Lacey Blvd.; Hanford, CA (559) 584-2622 * 5942 Old Stage Rd.; Fountain Springs, CA (559) 534-2491
1860 W. Betteravia Road, Santa Maria CA (805) 928-2202

QUOTATION

April 25, 2022

City of Porterville
555 N. Prospect
Porterville, CA 93257
Ph: (559) 782-7514
e-mail: jbaeza@ci.porterville.ca.us
Attn: Joe Baeza

Re: Annual Hauling Contract 2022-2023

Porterville, CA

Joe:

For your consideration, the following are Terry Johnson Trucking, Inc.'s haul rates for materials delivered to the City of Porterville Corporate yard and Various Locations.

Bottom Dumps..... \$150.00/hour

Above mentioned rates are for trucking service only and do not include material cost. Also, stockpiling is the only type of service included in the above-mentioned rates; other types of service will be subject to rate adjustment including, but not limited to, stand by charges. 48-hour notice is needed for all schedule request. There will be a 6-hour minimum for all trucking under 6 hours and an 8-hour minimum for all work over 6.1 hours Thank you for the opportunity to quote this project. Please call if you have any questions or comments.

Sincerely,

Brian Jones

Brian Jones
Superintendent
Terry Johnson Trucking, Inc.

Accepted by: _____

Signature _____ Date _____

Printed Name & Title

**This quote is limited to acceptance within 20 days of the bid opening after which time quotation is subject to review/revision.*

** Due to the strict California emissions laws, we cannot be held responsible for shortage of trucks on any project.*

**Rates quoted are DAY rates unless specified otherwise.*

****Night rates are quoted as an 8 hour minimum.***

** Material and trucking subject to availability.*

** Haul rates do not include tarping.*

** The terms of this quote shall become an integral part of the Purchase Agreement and shall govern over any conflicting language.*

**All taxes applicable to the sale or delivery of materials will be invoiced and paid by the customer.*

**Terms are Net 30.*

Fax Cover Sheet

W.T.B., INC.
7093 W. BELMONT
FRESNO, CALIFORNIA 93722
(559) 275-1998
(559) 275-1995

Send to:	From: Nick Young
Attention:	Date: April 22, 2022
Office Location:	Office Location: FRESNO, CA.
Fax Number:	Phone Number: (559) 275-1998

☐ Please Sign and Return

_____ Agent or Representative

_____ Date

Total pages, including cover: 2

General Conditions: Unless otherwise specified a 6-hour day, 8-hour night/weekend minimum will be incurred on any trucking day, as well as an 8% increase on all rates for nights and weekends. On all night work there will be a 24-hour cancellation policy or an 8-hour minimum will be applied. There will also be a 10% increase for all rubberized asphalt in transfers. **All tonnage quotes are per U.S. ton, based on full loads and direct routes to and from the jobsite and never will any averaging of standby be allowed. Standby will be assessed at the first point of arrival or delay due to the construction site (i.e., traffic control, detours, etc.) and will end when the truck is free and clear to return to the plant or point of origin without delay. If for any reason, there is a dispute over standby all tonnage prices will be reversed to hourly rates. If two or more trucks are sent back on standby and don't receive a load there will be a return charge applied for each truck that does not receive a load. A fuel increase will be applied to all rates at 1% for every \$0.10 increase once fuel goes over the base rate of \$6.25 per gallon. For a current rate on fuel please refer to www.eia.gov on-highway retail diesel prices.** All quotes including material subject to change without notice depending on material availability. Also, please note that material prices do not include material environmental fees. All individual quotes will be void if this quote is not used in its entirety. It will be customer's responsibility for any citations written for load showing or overloads from job site off hauls. **Also, it is customer's responsibility to make WTB aware of any prevailing wage costs associated with project. All trucking rates shown are "non-prevailing" unless specified. WTB will pass on the extra costs associated with prevailing wage to the customer.** To ensure truck availability WTB requires a weekly estimate of trucks needed, with a minimum of 24-hour notice of confirmation for the scheduling of trucks. With the major shortage of trucks due to the new EPA state mandates, WTB will not be held liable for any shortages of trucks on any project. Please be advised WTB Inc. is a Vendor not a Sub Contractor.

Life of Quote: Unless otherwise specified herein this quote will be VOID 30 days after the noted bid date of WTB Inc. Due to material availability and price fluctuations all material prices will be VOID after 30 days.

Payment: All invoices shall be paid by the 20th of the following month. WTB Inc. is a Vendor-Supplier not a Sub Contractor, late payments will be assessed carrying charges at 1.5% compounded monthly on the outstanding balance. If a dispute arises between the parties, the prevailing party shall be entitled to recover attorney fees in addition to any other relief to which the party may be entitled.

Acceptance: Buyer shall SIGN and RETURN this quote sheet confirming "Special Conditions", price and estimated delivery date, via fax or return mail. **Failure to return a signed copy within 5 days after the start of quoted project constitutes complete and full acceptance.**

City of Porterville, Cold Mix to Porterville Yard & Delivery to Various Locations For 2022

Trucking Prices Only:

Day Hourly Rates:

Double Bottoms \$150.00

Transfers \$150.00

End dumps \$155.00

Demo 10's: \$155.00

10 Wheelers \$145.00

Please Note:

~ Please let WTB know within 24-hours of bid time if you will be using our quote.



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Request for Approval of the Cold Mix Asphalt Overlay Program for Fiscal Year 2022-2023

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$1,000,000 in the Fiscal Year 2022-2023 for the Cold Mix Asphalt Overlay Maintenance Program.

In addition to work performed in support of the Annexation Sewer Projects, staff surveyed and prepared a list of streets that qualify for this year's program based on their condition. Proposed treatments include traditional curb to curb overlay, dig out and repair with cold mix asphalt, and blade patching. The streets selected are as follows:

STREET NAME	FROM	TO	PCI RATING
Fir St.	Della Ave	Garden Ln.	28
Lowery St.	Putnam Ave	Morton Ave	39
Taylor Way	Olive Ave	Della Ave	40
Taylor Ave	Della Ave	End of Culdesac	40
Garden Ave	Silver Maple Way	Westwood St.	37
Mulberry Ave	Williford Dr.	Plano St.	40
Lisa Ln.	Indiana St.	East End of Culdesac	27
Lisa Ln.	Indiana St.	West End of Culdesac	37
San Lucia Ln.	Indiana St.	East End of Culdesac	35
San Lucia Ln.	Indiana St.	West End of Culdesac	38
Gerry Ln.	Indiana St.	East End of Culdesac	33
Gerry Ln.	Indiana St.	West End of Culdesac	30
G St.	Orange Ave	Date St.	30
G St.	Date Ave	River Ave	41
Kessing St.	Olive Ave	Orange Ave	35
Union Ct.	Mathew St	East End of Culdesac	34

Mathew St.	Orange Ave	Heritage Ct.	38
Orange Ave	Mathew St.	Park West St.	40
Monte Ct.	Mathew St.	East End of Culdesac	35
Kings Cross Way	Kensington St.	Piccadilly Ln.	37
Windsor Ct.	Kings Cross Way	North end of Culdesac	27
Piccadilly Ln.	Kings Cross Way	West End of Culdesac	30
White Chapel Way	Kensington St.	Kings Cross Way	35
Memory Ln.	Balmoral Dr.	Balmoral Dr.	26
Balmoral Dr.	White Chapel Ln.	Memory Ln.	29
White Chapel Ln.	Balmoral Dr.	East End of Culdesac	33
Westfield Ave	Westwood St.	Sycamore St.	33
Thurman Ave	Crestview St.	Hillcrest St.	30
Ruth St.	Thurman Ave	Cleveland Ave	37
Putnam Ave	Crestview St.	Hillcrest St.	29
Legget St.	Morton Ave	Bellevue Ave	40
Sierra Vista St.	Morton Ave	Kanai Ave	36
Sutter Ave	Sierra Vista St.	Sunwood St.	29
Henry St.	Morton Ave	Putnam Ave	31

Surface Transportation Program Funds and Measure R Local Funds are the sources of funding for this program.

RECOMMENDATION: That the City Council:
1. Approve the Fiscal Year 2022-2023 Cold Mix Asphalt Overlay Program; and
2. Authorize the expenditure of \$1,000,000 in Fiscal Year 2022-2023 for the Cold Mix Asphalt Overlay Program.

ATTACHMENTS: 1. Cold Mix Overlay Map_2022_2023

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: Fernando Gabriel-Moraga, Deputy City Clerk

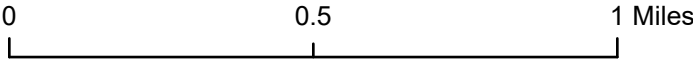
Overlay Projects 2022/2023



Number	Street Name	From	To	Number	Street Name	From	To
1	Fir St	Della Ave	Garden Ln	18	Orange Ave	Mathew St	Parkwest St
2	Lowery St	Putnam Ave	Morton Ave	19	Monte Ct	Mathew St	East End
3	Taylor Way	Olive Ave	Della Ave	20	Kings Cross Way	Kensington St	Piccadilly Ln
4	Taylor Way	Della Ave	End of Culdesac	21	Windsor Ct	Kings Cross Way	North End
5	Garden Ave	Silver Maple Way	Westwood St	22	Piccadilly Ln	Kings Cross Way	West End
6	Mulberry Ave	Williford Dr	Plano St	23	White Chapel Way	Kensington St	Kings Cross Way
7	Lisa Ln	Indiana St	East End	24	Memory Ln	Balmoral Dr	Balmoral Dr
8	Lisa Ln	Indiana St	West End	25	Balmoral Dr	White Chapel Ln	Memory Ln
9	San Lucia Ln	Indiana St	East End	26	White Chapel Ln	Balmoral Dr	East End
10	San Lucia Ln	Indiana St	West End	27	Westfield Ave	Westwood St	Sycamore St
11	Gerry Ln	Indiana St	East End	28	Thurman Ave	Crestview St	Ruth St
12	Gerry Ln	Indiana St	West End	29	Ruth St	Thurman Ave	Cleveland Ave
13	G St	Orange Ave	Date Ave	30	Putnam Ave	Crestview St	Hillcrest St
14	G St	Date Ave	River Ave	31	Leggett St	Morton Ave	Bellevue Ave
15	Kessing St	Olive Ave	Orange Ave	32	Sierra Vista St	Morton Ave	Kanai Ave
16	Union Ct	Mathew St	East End	33	Sutter Ave	Sierra Vista St	Sunwood St
17	Mathew St	Orange Ave	Heritage Ct	34	Henry St	Morton Ave	Putnam Ave

Legend

- Overlay Projects 2022/2023
- City Limits





CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Authorization to Purchase Fixed Network Radio Water Meter Infrastructure

SOURCE: Public Works

COMMENT: The City supplies potable water to residents through a network of pipes, pump stations, and storage reservoirs. There are currently 17,500 water connection meters installed throughout the city. The meters are conventional, multi-jet, turbine, compound meters, and Octave Ultrasonic meters ranging in size from 5/8" inches to 10" inches.

As water meters age, its accuracy diminishes because of the deterioration of moving parts, which become worn and slow down, decreasing the ability to accurately read water consumption levels. This compromises the billing for actual water consumption, resulting in unaccounted-for usage and reduced revenue to support City operations. The Public Works Department has implemented a continuous water meter replacement program, which targets deficient meters. Promptly replacing these old and/or malfunctioning meters with new meters will enhance the efficiency of meter-reading operations, and limit unaccounted-for usage. Master Meter, Inc. meters currently comprise roughly 3,600 (20%) of the total active meters in the distribution system. The purchase of various sizes of new and replacement meters and registers is necessary to maintain system accounting and service account establishment. Master Meter, Inc. is a well-established manufacturer and supplier of meters throughout the industry, and the City's Water Utilities Division began installing Master Meter meters in the City's water distribution system in 2006. Hydro Pro Solutions, is the sole proprietor of Master Meter meters in California. The City started the implementation of Master Meter 4G radio read meters and the meter reading equipment during the East Porterville Water Supply Project and is moving towards the conversion of existing direct read meters to a fixed network radio read meter infrastructure.

Staff is seeking that City Council authorize the Public Works Director to purchase Master Meter 4G radio read fixed network infrastructure to include data point collectors (Base Stations) and supporting structures (Monopole, and Replacement Light Standards). Also, to be included in purchase authorization is an initial purchase of 16,793 4G Master Meters, ranging in size from 5/8" inches to 8" inches. Combining the purchase of the network infrastructure, data collectors, and endpoints prior to the end of the fiscal year provides savings to the City of Porterville of twenty-five percent (25%). As the Council is aware, supply shortages and unpredictable cost increases would impact future efforts to implement a project of this nature.

The cost breakdown of the proposed project is as follows:

Allegro Infrastructure	\$211,823
Monopole Tower	\$123,530
Light Standards	\$265,846
Master Meter AMI/AMR Meters	\$3,687,699

The proposed project is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15303, New Construction or Conversion of Small Structures. This exemption applies to the construction and location of limited numbers of new, small facilities or structures and the installation of small new equipment and facilities in small structures. It can also include accessory or appurtenant structures to existing facilities. The project includes the installation of minor utility improvements at ten (10) locations throughout the city. The proposed facilities are intended to be placed primarily as appurtenant structures to existing facilities (i.e., installation of extenders atop existing poles and structures and extension of existing poles), but also include new small structures that are in character with existing uses and facilities in the vicinity (i.e., new monopoles proximal to existing light and utility poles).

If approved, staff would begin the process of the recommended conversion, initiating purchase orders to secure the quoted project dollar amount before the end of the 2021-2022 Fiscal Year. Hydro Pro Solutions, as the sole source vendor, will provide project management of the infrastructure installation and startup. Meter endpoints will be the responsibility of the City to self-perform conversion efforts and coordinate the updating account information. The estimated cost of the proposed project is not to exceed \$4,932,437 (inclusive of all parts, taxes, labor, prevailing wage, and a 15% contingency). Funding for the project will be made available as identified in the Fiscal Year 2022-2023 Capital Improvement Project Budget from the Water Replacement Fund.

RECOMMENDATION: That the City Council:

1. Find the project exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guideline Section 15303 New Construction or Conversion of Small Structures and approve the purchase;
2. Authorize the Public Works Director to purchase and implement a Master Meter 4G radio read fixed network infrastructure project to include data collectors, supporting structures, and end point meters;
3. Direct the Finance Director to initiate a Purchase order to Hydro Pro Solutions for the purchase of Master Meter 4G radio read fixed network infrastructure, data collectors, supporting structures, and various end point meters at a cost not to exceed \$4,932,437 (inclusive of all parts, taxes,

- and labor and a 15% contingency); and
4. Direct the Finance Director to make payment to Hydro Pro Solutions upon receipt of an invoice approved by the Public Works Director meeting all prevailing wage requirements.

ATTACHMENTS:

1. HydroPro Solutions Flyer
2. Master Meter, Inc. Announcement of HydroPro Solutions Expansion
3. HydroPro Solutions Sole Source Letter
4. HydroPro Solutions BS and Repeater AMI System Pricing
5. HydroPro Solutions Meters and Registers AMI Pricing
6. HydroPro Solutions Well Site 26 Tower Monopole AMI System Pricing
7. HydroPro Solutions Light Poles AMI System Pricing

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



GROWING A STRONG PARTNERSHIP IN SMART WATER TECHNOLOGY.



HydroPro Solutions extends its unmatched water management knowledge, insight, and customer commitment as Master Meter's exclusive Premier Partner to California. Our team of professional advisors offer decades of industry experience and look forward to supporting current customers while developing new users of Master Meter's water measurement and data collection technologies in support of today's highly dynamic water utility business environment and the water department's rapidly evolving role within smart cities.

To learn more contact Derek Chester | 909.977.1229 | hydroprosolutions.com



May 11, 2022

May 11, 2022

To Whom It May Concern:

Master Meter, Inc. is proud to announce HydroPro Solutions (HPS) as Master Meter's Premier Business Partner and exclusive distributor for the State of California, effective June 1, 2022.

HydroPro Solutions brings unmatched water management knowledge, insight, and customer commitment to our team. Along with our California Regional Sales Manager, Ed Amelung, and B.E.S.T Meter, our manufacturers' representative in southern California, this team offers decades of industry experience. Above all, Master Meter looks forward to supporting our current customers while expanding our presence throughout the state of California.

Master Meter is excited to begin this new journey with HPS.

For more information, please contact Ed Amelung at 714-566-5395 or Derek Chester with HydroPro Solutions at 909-977-1229.

Sincerely,

Neal Farmer
Regional Vice President of Sales
Master Meter, Inc.



101 Regency Parkway
Mansfield, Texas 76063
PH# 800-765-6518
817-842-8000
FAX# 817-842-8100

June 14, 2022

City of Porterville, CA
Attn: Michael Knight
Superintendent
291 N. Main St.
Porterville, CA
559-782-7514

Dear Mr. Knight:

On behalf of HydroPro Solutions, Inc., and Master Meter, Inc. we appreciate the continued opportunity to serve your metering needs.

Please let this correspondence confirm that, as of June 1, 2022, HydroPro Solutions is the only authorized waterworks utility distributor for Master Meter in the state of California. This includes Master Meter's entire product line including but not limited to all sizes and types of water meters, AMR/AMI meter reading system, components, and accessories.

If you should have any questions or require additional information, please don't hesitate to contact me at 800-765-6518.

Respectfully,

Neal Farmer
Regional Vice President of Sales
Master Meter, Inc.

cc: Ed Amelung, RSM, Master Meter, Inc.
Christopher Lambros, Executive V.P., HydroPro Solutions, Inc.



HydroPro Solutions - West

1180 E. Francis Street, Suite F
Ontario, CA 91761
Phone (512)996 8944 Fax (512)879-9098

To: **City of Porterville**
Mike Knight
555 North Prospect
Porterville, CA 93258

Quotation

DATE - 5/9/2022
Quotation # AMI Project
Salesperson: Heather Speer

Quotation valid until: - 7/1/2022
Prepared by: Chris Lambros

Subject: Master Meter AMI System - Revised

Quantity	Description	Each	Extended	Part Number
1. Allegro Infrastructure				
2	Allegro Base Station (Collector) - Range TBD - Uses Existing Infrastructure <i>*Utility to provide tower or other suitable infrastructure for base station and antenna installation. Power must be provided at base station location. Tower must be a minimum height of 70' with 360 degrees of unobstructed line of sight.</i>	\$ 32,514.71	\$ 65,029.41	K-199-916XX
2	Installation of Tower Base Station and Antenna w/configuration	\$ 15,441.18	\$ 30,882.35	RHS-ALL-F-INB
2	FCC License Application Fee for Harmony Fixed	\$ 937.50	\$ 1,875.00	RSS-HAR-F-FCC-N
0	New Tower for Base Station - No existing infrastructure <i>*Price quoted is only budgetary. Final price based on height, location, and local requirements. One existing +1 new site +2 possible modification sites(light poles)</i>	\$ 150,000.00	\$ -	
	Subtotal		\$ 97,786.76	
11	Standard Repeaters <i>*Utility to provide suitable infrastructure for repeater installation (such as light or utility poles, traffic or streetlights or storm sirens.) Electricity must be provided to installation locations. **Number of repeaters needed could change once system is installed.</i>	\$ 1,911.76	\$ 21,029.41	199-260-04
11	External Antenna (Omni 450-470MHz 5dbi)	\$ 558.82	\$ 6,147.06	992-093-18
11	LMR400 Cable Assembly	\$ 58.82	\$ 647.06	994-043-72
2	Repeater Installation on Existing Water Tower (standard repeater w/external antenna)	\$ 11,323.53	\$ 22,647.06	RHS-ALL-F-INR
9	Repeater Installation (standard repeater w/external antenna)	\$ 4,411.76	\$ 39,705.88	RHS-ALL-F-INR3
	Subtotal		\$ 90,176.47	
3	Possible Option: Photocell Repeater <i>*Utility to provide suitable infrastructure for repeater installation (such as light or utility poles, traffic or streetlights or storm sirens). Repeaters must be placed an minimum 40ft height, unless otherwise agreed upon. Electricity must be available at installation locations.</i>	\$ 562.50	\$ 1,687.50	199-009-83
3	Possible Option: Repeater Installation for Photocell Repeater	\$ 1,102.94	\$ 3,308.82	199-009-83
1	Pre-Implementation Site Visit (includes travel costs) - Initially Done	\$ 4,375.00	\$ 4,375.00	RHS-ALL-F-SYS-PM1
	1. Subtotal		\$ 197,334.56	

2. Harmony AMI Software				
1	Allegro Harmony Mobile to Harmony Fixed Software License Upgrade	No Cost	\$ -	RSS-HAR-F-AMAF
1	Harmony Software System Web-Based Training	\$ -	\$ -	RSS-HAR-A-TRW
1	Optional: On Site Harmony Software Training 2 days	\$ 5,737.50	\$ 5,737.50	RSS-HAR-A-TR2
1	Optional: Customer Engagement Bundle <i>Access to My Water Advisor Mobile App and MWA Online Customer Portal. Includes Training Price when purchased with Harmony MDM</i>	\$ 8,750.00	\$ 8,750.00	RSS-MWA-B
	2. Subtotal		\$ 14,487.50	

3. Annual Maintenance (After First Year, To be billed direct by Master Meter)				
<i>(All Items to be billed directly from Master Meter Systems to Utility):</i>				
2	Base Station Annual Maintenance	\$ 5,000.00	\$ 10,000.00	RHS-ALL-F-BS-SS
11	Annual Maintenance Repeater exceeding those covered with Annual Allegro	\$ 350.00	\$ 3,850.00	RHS-ALL-F-BS-ALCSS
3	Annual Maintenance Photocell Repeater	\$ 100.00	\$ 300.00	RHS-ALL-F-BS-ALCSS
16000	Harmony Fixed Base Annual Hosting/Support <i>**Includes software support for both Harmony SaaS and any Master Meter Brand paid add-on services or bundles.</i>	\$ 1.23	\$ 19,680.00	RSS-HAR-F-110
	3. Subtotal		\$ 33,830.00	

Total \$ 211,822.06

Special Instructions: Quoted quantities per Propagation Study completed and approved by Master Meter. Propagation study completed using information provided by Utility and/or Distributor and plotted by Master Meter. Utility to review and approve completed and approved Prop Study, as installation of AMI System will proceed according to data plotted. If any data is incorrect, Utility to provide Master Meter with edits needed. Customer Engagement Portal pricing applies when purchased with Harmony MDM. Price increases when purchased separately.

Note: For AMI Purposes, would require Polymer Lids for register UTG Endpoints.

Tax is Not included in this Quote



HydroPro Solutions - West

1180 E. Francis Street, Suite F
Ontario, CA 91761
Phone (512)996 8944 Fax (512)879-9098

To: City of Porterville
Mike Knight
555 North Prospect
Porterville, CA 93258

Subject: Master Meter AMI System Promo

Quotation

DATE - 5/9/2022

Quotation # AMI Project

Salesperson: Heather Speer

Quotation valid until: - 7/1/2022

Prepared by: Chris Lambros

Quantity	Description	Part Number	Pricing Special	Special Extended	Total Number of Services
Residential & UTG					
8500	5/8x3/4" BLMJ Meter with UTG Allegro Register Cu/ft.	B12-A31-B15-0101A-F	\$ 203.01	\$ 1,725,600.00	12,371
3120	1" BLMJ Meter with UTG Allegro Register Cu/ft.	B16-A31-B15-0101A-F	\$ 275.04	\$ 858,110.12	3620
214	1-1/2" MS Multi-Jet Meter with UTG Allegro Register Cu/ft.	M21-A00-B15-0101A-F	\$ 469.54	\$ 100,481.81	214
440	2" MS Multi-Jet Meter with UTG Allegro Register Cu/ft.	M23-A00-B15-0101A-F	\$ 608.27	\$ 267,639.06	440
2371	UTG Allegro Register Cu/ft for existing compatible bayonet style meters	199-070-026-06-F	\$ 168.22	\$ 398,857.99	0
					16,645
Commercial					
48	3" Octave Meters w/Allegro	O303-M1-A10	\$ 1,647.88	\$ 79,098.00	48
73	4" Octave Meters w/Allegro	O304-M1-A10	\$ 2,199.38	\$ 160,555.08	73
25	6" Octave Meters w/Allegro	O305-M1-A10	\$ 3,538.23	\$ 88,455.67	25
2	8" Octave Meters w/Allegro	O306-M1-A10	\$ 4,450.16	\$ 8,900.31	2
			Spec. Total	\$ 3,687,698.03	148

Note: For AMI Purposes, would require Polymer Lids for register UTG Endpoints.

Tax is Not included in this Quote



HydroPro Solutions - West

1180 E. Francis Street, Suite F
Ontario, CA 91761
Phone (512)996 8944 Fax (512)879-9098

Quotation

DATE - 5/9/2022

Quotation # AMI Project

Salesperson: Heather Speer

To: **City of Porterville**
Mike Knight
555 North Prospect
Porterville, CA 93258

Quotation valid until: - 7/1/2022

Prepared by: Chris Lambros

Subject: Master Meter AMI System - Revised

Day Wireless Contact		Project Name	Payment Terms
Ryan Hall		HydroPro Solutions West Porterville Tower Builds	Net 30
Parts & Materials			
Quantity	Description	Price	Total
Well Site 26			
1	70' MONOPOLE TOWER WITH SHIPPING TO (8 to 10 week lead time) PORTERVILLE, CA	\$34,180.75	\$34,180.75
1	FOUNDATION FORMS	\$1,964.29	\$1,964.29
1	FOUNDATION REBAR	\$2,253.58	\$2,253.58
12	FOUNDATION CONCRETE	\$446.44	\$5,357.25
1	EXCAVATOR RENTAL	\$3,303.58	\$3,303.58
1	CRANE SUB	\$13,392.86	\$13,392.86
1	GROUNDING MATERIALS	\$1,553.58	\$1,553.58
1	CONCRETE PUMP TRUCK SUB	\$1,875.00	\$1,875.00
		Equipment Total	\$63,880.89
Labor			
Description of Work			
Well Site 26			Total
	LAYOUT SITE AND GAIN CONTROL POINTS		\$1,350.00
	EXCAVATE SPOILS AND DISPOSE ON SITE		\$2,700.00
	INSTALL FORMS, REBAR AND ANCHOR BOLT TEMPLATE		\$10,800.00
	POUR FOUNDATION AND FINISH		\$3,037.50
	STRIP FORMS AND BACKFILL		\$2,025.00
	PREP TOWER SECTIONS, INSTALL CLIMB PEGS, SAFETY		\$1,518.75
	STACK TOWER SECTIONS		\$2,700.00
	INSTALL GROUND RING AND BOND TOWER BASE		\$3,375.00
	SITE CLEAN UP AND PUNCH LIST		\$1,687.50
	Prevailing Wage Increase Adjustment - (Per site 1, one		\$1,730.00
	Travel		
	PROJECT MOBILIZATION		\$14,600.00
		Labor Total:	\$45,523.75
Other			
	EQUIPMENT SHIPPING		\$312.50
	PROJECT MANAGEMENT		\$7,500.00
	PROJECT PER DIEM		\$6,312.50
		Other Total	\$14,125.00
		Grand Total:	\$123,529.64
Notes			
	This quote is for a Day Wireless crew to travel down to Porterville, CA and install (1) 70' monopole tower at Well site 26. DWS will purchase and install tower foundation and structure.		
Exemptions			
	This quote does not include taxes, system designs, any antenna system materials, or installs, any architecture/engineering or permitting, special inspections, soil reports, installing ice bridge or coax support to equipment, customer to provide control points and locates prior to excavation. This assumes there is normal access to the site to get equipment in. Site area shall be large enough for the pad and pier foundation cleared and ready for tower install free of any concrete or asphalt. Any additional labor, or materials required for site work such as site prep and post engineered foundation design will be upscope to include additional excavation or soils for enhanced backfill materials. Excavated spoils shall be dumped and spread near site. Any work asked to be performed outside of the scope of work will be added as a change order agreement. Thank you.		



HydroPro Solutions - West

1180 E. Francis Street, Suite F
Ontario, CA 91761
Phone (512)996 8944 Fax (512)879-9098

Quotation

DATE - 5/9/2022

Quotation # AMI Project
Salesperson: Heather Speer

To: City of Porterville
Mike Knight
555 North Prospect
Porterville, CA 93258

Quotation valid until: - 7/1/2022
Prepared by: Chris Lambros

Subject: Master Meter AMI System - Revised

Day Wireless Contact		Project Name		Payment t Terms	
Ryan Hall		HydroPro Solutions Porterville Light Pole Installs		Net 30	
Parts & Materials					
QTY	Description	Price	Extended Price		
Light Pole Per site					
9	DRILL SUB		\$2,977.19	\$26,794.69	
9	36" AUGER ATTACHMENT RENTAL		\$178.58	\$1,607.18	
9	TIED REBAR CAGE		\$1,501.79	\$13,516.09	
36	FOUNDATION CONCRETE		\$330.36	\$11,893.05	
9	FOUNDATION FORMS		\$146.25	\$1,316.25	
9	30' LIGHT POLE WITH FIXTURES (est. 13week lead time)		\$4,953.58	\$44,582.18	
9	POLE SHIPPING		\$714.29	\$6,428.59	
9	REACH FORKLIFT TO SET LIGHT POLE		\$2,241.08	\$20,169.68	
9	TOW BEHIND MANLIFT		\$446.44	\$4,017.94	
9	10" X 24" GROUND ROD INSPECTION WELL		\$336.16	\$3,025.46	
9	3/4" X 10' TINNED COPPER GROUND ROD		\$73.23	\$659.03	
9	MISC HARDWARE- #4 GROUND WIRE, NON- METALLIC LIQUID TIGHT, CAD WELD SHOTS, CONDUIT, GROUT		\$375.00	\$3,375.00	
9	MAST PIPE CLAMPS FOR ANTENNA AND LIGHTENING ROD MAST		\$222.33	\$2,000.93	
9	2-7/8" PIPE FOR ANTENNA MAST AND LIGHTENING ROD ATTACHMENT		\$241.08	\$2,169.68	
9	48" X 5/8" GALVANIZED LIGHTENING ROD WITH THREADED PIPE CAP		\$276.79	\$2,491.09	
			Equipment Total	\$144,046.84	
Labor					
QTY	Project Travel				
1	PROJECT MOBILIZATION		\$19,193.75	\$19,193.75	
Light Pole Per Site					
9	LAYOUT SITE, GAIN CONTROL POINTS ESTABLISHED		\$506.25	\$4,556.25	
9	INSTALL FORMS, REBAR AND BOLT TEMPLATE		\$2,025.00	\$18,225.00	
9	POUR CONCRETE AND FINISH		\$1,518.75	\$13,668.75	
9	STRIP FORMS AND BACKFILL		\$337.50	\$3,037.50	
9	INSTALL SITE GROUNDING AND INSPECTION WELL		\$1012.50	\$9,112.50	
9	SET UP LIGHT POLE AND INSTALL ON FOUNDATION, ADD		\$2,025.00	\$18,225.00	
9	SITE CLEAN UP, PUNCH LIST ITEMS		\$843.75	\$7,593.75	
9	Prevailing Wage Rate Increase Adjustment		\$ 515.79	\$4,642.11	
			Labor Total:	\$98,254.61	
Other					
1	EQUIPMENT SHIPPING			\$437.50	
1	PROJECT MANAGEMENT			\$15,625.00	
1	PROJECT PER DIEM			\$7,481.25	
			Other Total:	\$ 23,543.75	
			Grand Total:	\$265,845.20	
Notes					
Exemptions					
		This quote does not include taxes, structural analysis validation, system design, architecture and engineering, special testing, any permitting, purchase, or installation of antennas and line systems/radio installs. Drilling piers assumes normal soil samples not requiring additional steps to case, or shore up each pier. Customer is responsible for wiring up poles and bringing power to each. This assumes all 9 poles will be installed on same trip to avoid additional mobilization costs. All pricing is based on 9 pole installations, any increase, or reduction in quantity will require a price adjustment. Any work asked to be performed outside of the scope of work will be			



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: Bid Results - Island Annexation Area 478 B & C Sewer Project

SOURCE: Engineering and Project Management

COMMENT: On June 8, 2022, staff received two bids for the Island Annexation Sewer Project - Area 478 B & C. Area 478B is generally bound by Pioneer Avenue to the south, State Highway 65 to the east, and Prospect Street to the west. Area 478C is generally bound by Harrison Avenue to the north, Westwood Street to the east, and Road 222/Elderwood Street to the west.

The Engineer's Estimate of Probable Cost for the project was \$2,634,511. The low bid presented by West Valley Construction of San Jose is \$3,433,835, which is \$799,324 higher than the Engineer's Estimate (30.34%). An additional \$343,383 is necessary for construction contingency (10%) and \$343,383 is required for construction management, surveying, quality control and inspection services (10%); equating to a total construction cost of \$4,120,601.

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 this project in the amount of \$1,100,000 will come from proceeds from the issuance of the 2019 Sewer Revenue Bonds, better known to staff as Certificates of Participation (COP) funds. An additional \$3,020,601 from the Sewer Revolving Fund is necessary to fully fund the project.

The bids are as follows:

Contractor	Amount
West Valley Construction San Jose, CA	\$3,433,835
Emmett's Excavation, Inc Clovis, CA	\$3,591,061

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:
1. Award the Island Annexation Area 478B & C Project to West Valley Construction for the amount of \$3,433,835;

Item No. 30.

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 \$343,383 for construction management, construction surveying, quality control, and inspection services;
5. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922; and
6. Authorize an additional appropriation of \$3,020,601 from the Sewer Revolving fund to fully fund the project.

ATTACHMENTS:

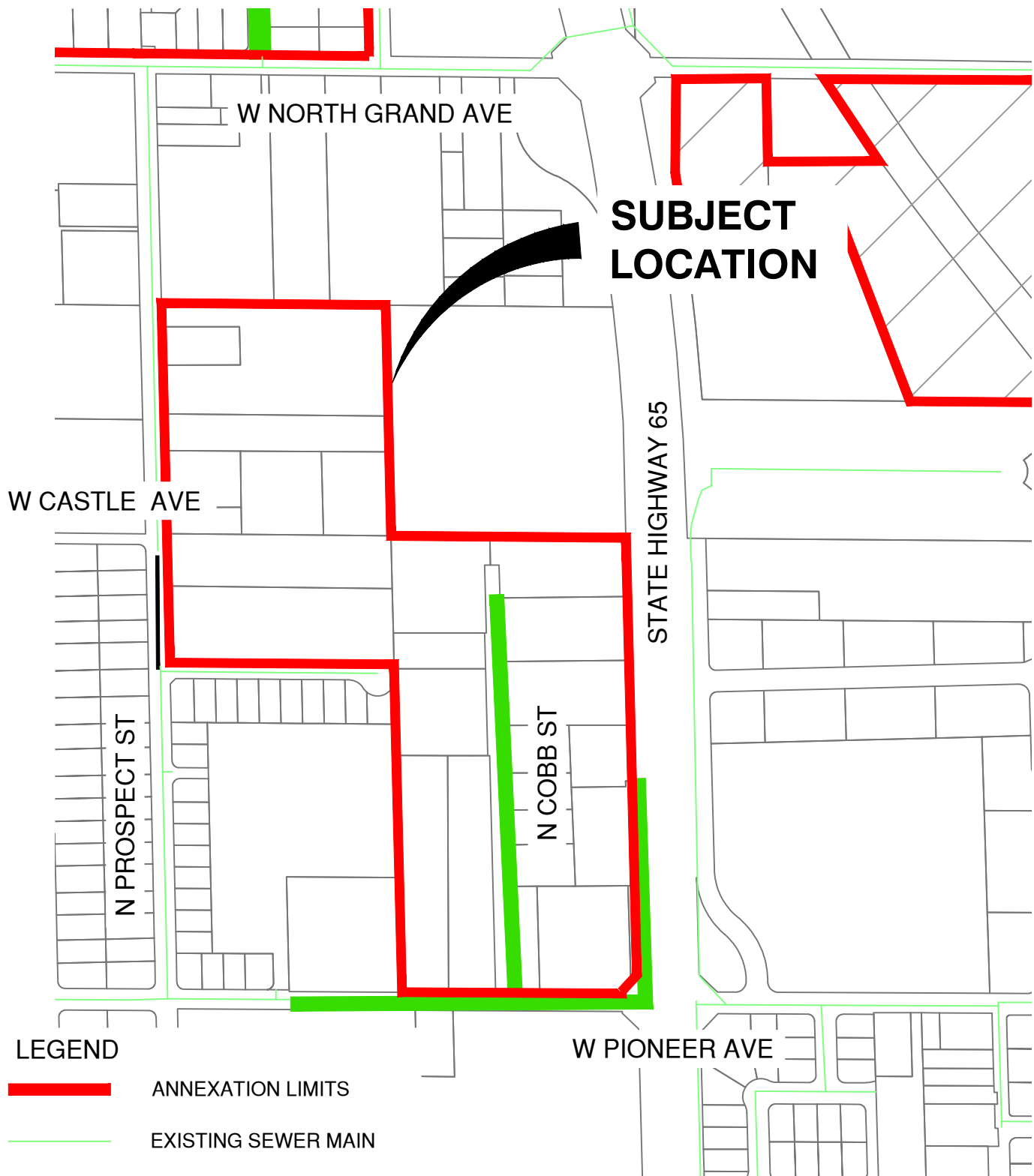
1. Locator Map - ANNEX 478B
2. Locator Map - ANNEX 478C

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Fernando Gabriel-Moraga, Deputy City Clerk



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	2,750	\$75/L.F.	\$206,250
NUMBER OF LOTS	25	\$5,700/EA.	\$142,500

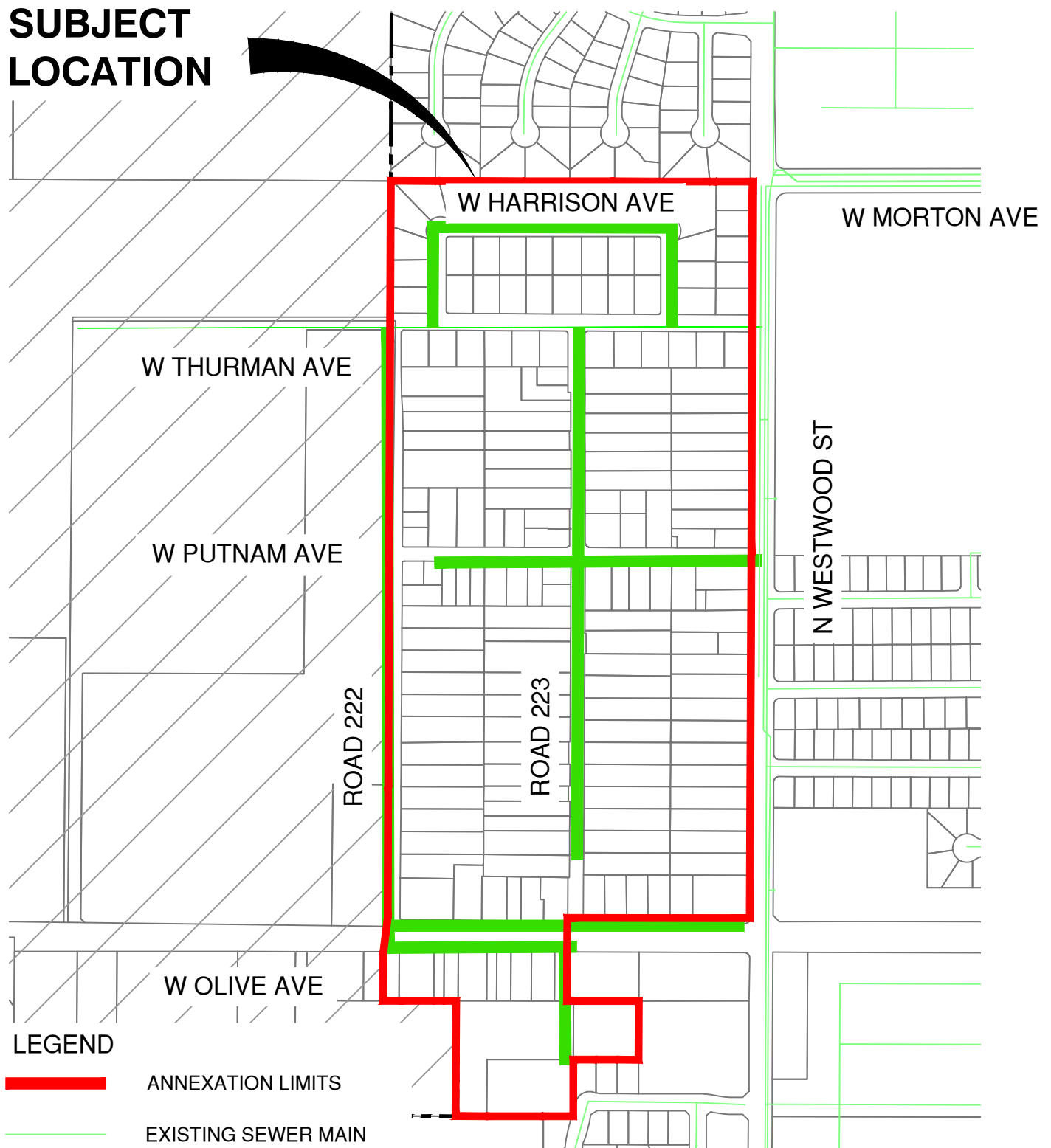
CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 NORTH MAIN STREET
 PORTERVILLE, CA 93257
 (559) 782-7462

**SEWER ANNEXATION
 NUMBER 478B**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	10/2/2019

SHEET
 1
 OF
 1

SUBJECT LOCATION



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



SEWER SYSTEM IMPROVEMENT SUMMARY

BREAKDOWN	UNIT	COST	TOTAL
LINEAL FOOTAGE	9,700	\$75/L.F.	\$727,500
NUMBER OF LOTS	181	\$5,700/EA.	\$1,031,700

CITY OF PORTERVILLE
ENGINEERING DIVISION

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

SEWER ANNEXATION
NUMBER 478C

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

SHEET	1
OF	1



CITY COUNCIL AGENDA – JUNE 20, 2022

SUBJECT: SB 1205 Annual Fire Department Inspection Reporting

SOURCE: Fire

BACKGROUND: California Senate Bill 1205 (SB 1205) was signed into law on September 27, 2018, after the fatal Ghost Ship Fire in December 2016 brought national attention to California and put a spotlight on fire safety laws as well as the performance of fire inspections. SB 1205 added Section 13146.4 to the California Health and Safety Code. This new law requires that an annual report on specific State-mandated inspections be submitted to the governing body of each jurisdiction having authority for inspections. The law also requires the report to be delivered when the administering authority discusses its annual budget, or at another time, as determined by the administering authority. Receipt of the report must be acknowledged in a resolution or similar formal document.

California Health and Safety Code Sections 13146.2 and 13146.3 require all fire departments that provide fire protection services to perform annual inspections of every building used as a hotel, motel, lodging house, apartment house, and public or private school respectively, for compliance with building and fire safety standards. The California Health and Safety Code Sections 13146.2 and 13146.3 do not require fire departments to report or demonstrate compliance as the new law SB 1205 does.

Although there are no penalties identified in the law, adoption of this Resolution establishes the City's compliance with California Health and Safety Code Sections 13146.4 for reporting and 13146.2 and 13146.3 for completing the required inspections, which identify the State-mandated inspections above and as further described.

COMMENT: Public and private schools are generally classified as Educational Group E occupancies, which are schools used by more than six individuals at any one time, for educational purposes through the 12th grade and certain child daycare facilities. Within the City of Porterville, there are currently thirty-nine (39) Group E occupancies, with multiple buildings, structures, and facilities. During the Fiscal Year 2021-2022 (FY21-22), the Porterville Fire Department inspected 39 Group E occupancies, buildings, structures, and facilities. This represents a compliance rate of one hundred percent (100%) for the State mandate to inspect all Group E facilities annually. It should be noted that there are some outstanding inspections in this category due to

violation corrections that may have parts on backorder due to supply chain issues or scheduling delays with contractors. Prevention staff is working with responsible parties to ensure these violations are cleared as soon as possible.

Hotels, motels, apartments (three units or more), are generally classified as Residential Group R occupancies. The residential facilities have various sub-classifications and may contain residents or clients on a transient or non-transient basis that have a range of needs, such as, custodial care, mobility impairments, cognitive disabilities, and more. The residents may also be non-ambulatory. Within the City of Porterville, there are fifty-nine (59) Group R occupancies in the program. The Department will still find additional Group R occupancies in the city that are subsequently inspected and entered into the Department's records management system. The Department anticipates this number increasing due to annexations and new development coming online. During FY21-22, the Department inspected fifty-nine (59) Group R occupancies, including all buildings, structures, and facilities in the program. This is a compliance rate of one hundred percent (100%) for the State mandate to inspect all hotels, motels, and apartments annually. It should be noted that there are some outstanding inspections in this category due to violation corrections that may have parts on backorder due to supply chain issues, or scheduling delays with contractors. Prevention staff is working with responsible parties to ensure these violations are cleared as soon as possible.

With the sudden onset of Covid-19 and the need to isolate Fire Department personnel from unnecessary exposure, and to realign the Department with the recommendations made through the Serious Accident Review Team (SART) report, the Department engine companies ceased conducting fire inspections. This has resulted in the Fire Marshal working to implement inspections to meet State mandates as well as keep up with requests and complaints. To achieve a one hundred percent (100%) compliance rate for State-mandated occupancy inspections requires a focused and dedicated effort that leaves little capacity to inspect other occupancies. Currently there are over 1,400 occupancies within the City that could be inspected. Of those, over 100 are State-mandated inspections (not all State mandated inspections are required to be reported to the City Council). The Prevention Division will continue to evaluate the inspection needs to meet the requirements in Section 13146.5 of the California Health and Safety Code and to keep up with the demands due to growth of annexations and new construction as well as increased compliance and the ability to capture additional mandated occupancies.

ANALYSIS:

The Fire Chief recommends that the City Council adopt the draft Resolution acknowledging receipt of the Porterville Fire Department's annual inspections report and recognizing the Department's level of compliance with California Health and Safety Code Sections 13146.2 and 13146.3. This first report was completed following the current fiscal year

to coincide with the budget adoption process. As the Health and Safety Code allows, should the Council desire, the Department can continue with this annual report, or this information can be presented annually based on the calendar year at a time of the Council's choosing.

ENVIRONMENTAL
REVIEW:

RECOMMENDATION: That the City Council consider adoption of the draft Resolution acknowledging receipt of the Fire Chief's annual report regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Section 13146.2 and 13146.3 of the California Health and Safety Code.

ATTACHMENTS: 1. Draft Resolution
 2. Senate Bill No. 1205

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACKNOWLEDGING RECEIPT OF THE FIRE CHIEF'S ANNUAL REPORT
REGARDING THE PORTERVILLE FIRE DEPARTMENT'S INSPECTION OF
SPECIFIC BUILDINGS AND OCCUPANCIES PURSUANT TO SECTIONS 13146.2
AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

WHEREAS, California Health & Safety Code Section 13146.4 became effective on January 1, 2019 and requires that an annual report of fire inspections conducted by the Fire Department be presented to the City Council for acknowledgement; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Porterville Fire Department, that provide fire protection services, to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, California Health & Safety Code Section 13146.2 requires all fire departments, including the Porterville Fire Department, that provide fire protection services, to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the City Council of the City of Porterville intends this Resolution to fulfill the requirements of California Health & Safety Code regarding acknowledgment of the Porterville Fire Department's compliance with California Health & Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. REPORT RECEIVED:

That the City Council of the City of Porterville acknowledges receipt of the Fire Department's annual inspections report for Fiscal Year 2021-2022 (FY21-22) and recognizes the measure of compliance achieved by the Porterville Fire Department with California Health & Safety Code Sections 13146.2 and 13146.3 in the area encompassed by the City of Porterville, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Porterville, there are currently 39 Group E occupancies, buildings, structures and/or facilities.

During FY 21-22, the Porterville Fire Department completed 39 annual inspections of Group E occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including several residential care facilities). These residential care facilities have numerous sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non- ambulatory or bedridden. Within the City of Porterville, there are currently 59 Group R (and their associated sub-categories) occupancies of this nature.

During FY 21-22, the Porterville Fire Department completed 52 annual inspections of Group R occupancies, buildings, structures and/or facilities. This reflects a compliance rate of 88.14% for this reporting period.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2022

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with
Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

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

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.