



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 16, 2022, 5:30 PM**

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

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

Topic: City of Porterville – City Council Meeting of August 16, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/86195518349?pwd=bGd0WnQ4emZyZkJKemVaSFJnd1UyUT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **861 9551 8349** Passcode: **488795**

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 Employees Association, Public Safety Support Unit, Management & Confidential Series, Porterville Peace Officers Association, Porterville City Firefighters Association, Fire Officer Series, and all unrepresented management employees.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Cynthia Galvan. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) cases in which facts are not yet known to potential plaintiff.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (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

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. LINC Committee - August 3, 2022
2. Eastern Tule Groundwater Sustainability Agency - August 4, 2022
3. Tulare County Water Commission - August 8, 2022
4. Eagle Mountain Casino Relocation Meeting - August 10, 2022
5. Tule River Tribe ATP Plan - August 11, 2022
6. Tulare County Association of Governments (TCAG)/ Tulare County Transportation Authority (TCTA) - August 15, 2022
7. Tulare County Regional Transit Agency (TCRTA) - August 15, 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 - Summer Hiatus
 2. Library & Literacy Commission - August 9, 2022
 3. Arts Commission
 4. Animal Control Commission - August 11, 2022
 5. Youth Commission - Summer Hiatus
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 - Community Development Block Grant Business Assistance Program Update
 - Water Conservation Phase III Status Update - July 2022

CONSENT CALENDAR

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

1. **Authorization to Purchase Equipment - Boiler**
Re: Authorization to purchase a Cleaver Brooks ClearFire boiler from R.F. MacDonald Co. for a not to exceed amount of \$55,000, which includes boiler, taxes, installation, startup, freight and a ten percent (10%) contingency.
2. **Authorization to Purchase Weed Abatement Equipment**
Re: Consideration to authorize the purchase of a tractor for \$71,019.50 and disc for \$13,441.25 from Farmers Tractor & Equipment Co.
3. **Authorization to Purchase Equipment - Return Activated Sludge Pumps**
Re: Consideration to authorize the purchase of two RAS pumps from ESSCO Pumps & Controls for an amount not to exceed \$50,641 which includes pumps, taxes, shipping and a ten percent (10%) contingency.
4. **Authorization to Replace Compressed Natural Gas Fuel Dispenser**
Re: Considering approval to purchase the CNG Fuel Dispenser by ANGI Inc. at a cost not to exceed \$88,060.00.
5. **Authorization for Transit Bus Engine Repair**
Re: Considering approval to perform transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$41,828.
6. **Consideration of Geographic Information System Maintenance Contract**
Re: Consideration to authorize staff to sign the Maintenance Agreement Renewal with ESRI in the amount of \$9,500.00.
7. **Authorization for Specialized Services - Laboratory Audit**
Re: Authorization to award the laboratory audit to IAS for an amount not to exceed \$6,930, which includes the audit and a ten percent (10%) contingency.
8. **Authorization to Negotiate a Contract Renewal with 2X Promotions for Off-Highway Vehicle Park Management Services**
Re: Consideration to negotiate an OHV Park management services contract with 2X Promotions with the condition that the revenue generated by the OHV Park for the City supports the local match of \$34,634 required by the State OHV grant.
9. **Final Ballot Results - Area 479A Sewer Utility District**
Re: Consideration to accept the voting results for Area 479A Sewer Utility District and adopt the draft Resolution approving the formation of Sewer Utility District No. 479A.
10. **Amendment to Employee Pay & Benefit Plan - Porterville City Employees Association**
Re: Adopting a draft Resolution regarding amendments to the Employee Pay & Benefit Plan concerning Porterville City Employees Association.
11. **Amendment to Employee Pay & Benefit Plan - Public Safety Support Unit**

Re: Considering approval of a draft Resolution amending the Employee Pay & Benefit Plan pertaining to PSSU employees.

12. Amendment to Employee Pay and Benefit Plan - Management and Confidential Series

Re: Considering approval of a draft Resolution authorizing amendments to the Employees' Pay and Benefit Plan and other documents as may be necessary to implement the negotiated changes in salary and benefits for Management and Confidential Series employees.

13. 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.

14. 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

15. Formation of Sewer Utility District 457

Re: Consideration to open the Public Hearing, take comments, and accept any ballots; and instruct the City Clerk to receive all ballots, and count said votes on August 17, 2022, in the Jay C. Coleman Conference Room, located in City Hall, at 9:00 a.m. and report to the Council the outcome of the voting at its meeting on September 6, 2022.

SCHEDULED MATTERS

16. New Porterville Rescue Mission Update

Re: Council to consider the report and provide direction as deemed appropriate.

17. Consideration of Appointment to the City Council Office Representing District Four Vacated by Council Member Reyes

Re: Consideration of appointing an individual to the City Council Office representing District Four with a term to expire in November 2024.

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 September 6, 2022

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

and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the 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 – AUGUST 16, 2022

SUBJECT: Community Development Block Grant Business Assistance Program Update

SOURCE: Community Development

COMMENT: A portion of the Community Development Block Grant (CDBG) funds received by the City from the U.S. Department of Housing and Urban Development (HUD) are allocated for economic development purposes through the Business Assistance Program (Program). This report provides the City Council with an update regarding the status of the Program.

The Program provides funding for projects which meet one of the three national CDBG objectives: 1) expanding economic opportunities, principally for low- and moderate-income persons; 2) aiding in the prevention or elimination of slums or blight; and 3) meeting community development needs that have a particular urgency. The Program focuses on providing financial assistance to businesses, which will in turn create jobs while increasing the overall economic base of the community. Consistent with HUD's guidelines, the Program mandates the creation or retention of one (1) job for every \$35,000 in assistance. It is important to note that jobs created must be made available to individuals through an open process and do not require the applicant to have prior training. Additionally, fifty-one percent (51%) of the jobs created or retained by each CDBG-assisted business project are filled by, or made available to, persons of low- and moderate-income. The active loans represent the creation or retention of eight (8) full-time equivalent jobs, which represents the minimum number of jobs required to be created by the program. Several of the businesses have expanded their operations after participating in the loan program, resulting in the hiring of additional employees that are not included in the count.

The Business Assistance Program is divided into two categories. The first category targets assistance with large loans in excess of \$50,000, which is typically used by larger businesses and requires Council approval for financing. The Program for large projects has a total outstanding balance of \$34,351.10 and the available balance for lending is \$15,285.36.

The second category provides funding assistance of \$50,000 or less, typically provides assistance to smaller businesses, and is financed administratively. The objective of the Small Business Revolving Loan Program is to provide "gap" funding for small businesses that are either starting or expanding in Porterville. The Small Business Revolving loan program currently has six (6) loans, one of which was paid off in this past fiscal year and one which was funded in the last fiscal year. The program's total outstanding principal balance is \$148,965.41 and an available balance of \$53,739.08 for lending. Four (4) of the small business loans are current and one (1) loan is not current.

In response to the Coronavirus Pandemic (COVID-19), HUD granted the City \$882,536 in CDBG-CV funds to be used to Prevent, Prepare for, and Respond to COVID-19. The Council approved a substantial amendment to the CDBG Consolidated Plan and Action Plan at its meeting on June 2, 2020, that created a CDBG-CV Forgivable Loan program as well as allowed for the use of CDBG funding that was previously allocated for small and large business loans to be utilized for CDBG-CV forgivable business loans. This is reflective of the current limited available funds in the Revolving Loan Fund accounts, as \$92,284.49 was used to supplement CV funds in between the two tranches of CV funds.

Since the inception of the CDBG-CV Forgivable Business Loan Program, sixteen (16) forgivable loans have been approved for a total of \$799,820.49, six (6) of which were made in the last fiscal year. The current funds available are \$98,438. The use of funds represents ten (10) jobs that were retained and twenty (20) jobs that were created in Porterville. Additionally, at its meeting on February 16, 2021, the Council approved an amendment to allocate up to \$200,000 of CDBG-CV funding specifically for Non-Profit Grants for operational support. In Program Year 2021, one (1) grant was issued in the amount of \$175,000 and retained five (5) jobs. The inclusion of this grant brings the total of CV- assisted businesses to seventeen (17), \$974,820.49, and thirty-five (35) retained or created jobs. The information stated above reflects the status of the Business Assistance Program through July 26, 2022.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Business Assistance Program Update

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

BUSINESS ASSISTANCE PROGRAM UPDATE

CDBG Business Assistance Program (RLF)					
Loan Recipient	Loan Amount	Year Issued	Principal Balance	Status	Reason for Loan
Dreams In Motion Dance Company (Paid off Recently)	\$ 22,000.00	2019	\$ -	Paid Off	Open boutique and specialized training
Sears Hometown Store (Business Closure)	\$ 50,000.00	2018	\$ 49,012.80	Default	Working capital
Living Water Community Health and Wellness Clinic	\$ 50,000.00	2012	\$ 3,407.05	Current	Working capital and needed equipment
Stafford's Chocolates	\$ 50,000.00	2015	\$ 18,313.69	Current	Branding
Stafford's Chocolates (Large Business)	\$ 70,000.00	2017	\$ 34,351.10	Current	Packaging, training, and equipment
SRC Stoic Roofing Company	\$ 34,902.00	2020	\$ 28,231.87	Current	Trailer and supplies
BLC Contracting	\$ 50,000.00	2022	\$ 50,000.00	Current	Building Supplies
	\$ 326,902.00		LBA \$ 34,351.10		
			SBA \$ 148,965.41		
			Total \$ 183,316.51		

CDBG COVID-19 FORGIVABLE LOANS					
Loan Recipient	Loan Amount	Year issued	Deferred Amount	Status	Reason for Loan
Randy's Italian Bistro	\$ 50,000.00	2020	\$ 50,000.00	Deferred	Rent, Insurance, Utilities, Payroll, Lost Food, Outdoor dining, POS, To Go supplies, security, health and safety
Wink Boutique	\$ 50,000.00	2020	\$ 50,000.00	Deferred	Rent, POS, Camera, Packaging, Inventory
Living Water Clinic	\$ 177,580.22	2020	\$ 177,580.22	Deferred	Software, PPE, hardware, salaries
Wildflower Skin and Massage	\$ 15,642.00	2020	\$ 15,642.00	Deferred	Rent, Safety equipment, facial equipment
Hair Cuts Plus	\$ 33,816.27	2020	\$ 33,816.27	Deferred	Rent, utilities, product, alarm, insurance, washer/dryer, PPP, workers comp
RJ's Café	\$ 49,938.00	2020	\$ 49,938.00	Deferred	Rent, payroll, food replacement, mcp, outdoor dining, utilities, insurance, att
Storm Baby	\$ 35,000.00	2020	\$ 35,000.00	Deferred	Rent, inventory, office, sanitation, utilities
Galaxy Theatre	\$ 47,844.00	2020	\$ 47,844.00	Deferred	Salaries, partitions, advertising, thermometers, social distancing stickers, janitorial services
Subway	\$ 50,000.00	2020	\$ 50,000.00	Deferred	Rent and utilities
Spoons Frozen Yogurt	\$ 50,000.00	2020	\$ 50,000.00	Deferred	Payroll, Rent, utilities, costs of goods sold, outdoor dining equipment, froyo machine
Panaderia Los Trigales	\$ 35,000.00	2021	\$ 35,000.00	Deferred	Van
Fernandez Insurance Agency	\$ 35,000.00	2021	\$ 35,000.00	Deferred	Payroll, rent, utilities, cleaning equipment, computers, ppe, furniture, pos, enhanced cleaning
Smothermon Distribution	\$ 35,000.00	2021	\$ 35,000.00	Deferred	Inventory
Birria Y Pollo El Guero	\$ 50,000.00	2021	\$ 50,000.00	Deferred	Payroll, rent, workers comp
Alvarez Tax and Immigration Services	\$ 35,000.00	2022	\$ 35,000.00	Deferred	Rent, utilities, overhead costs other business expenses, office expenses, payroll
The Anvil BBQ	\$ 50,000.00	2021	\$ 50,000.00	Deferred	Payroll, insurance, rent, utilities, supplies
	\$ 799,820.49		\$ 799,820.49		

CDBG CV NON PROFIT GRANTS				
Loan Recipient	Grant Amount	Year issued	Status	Reason for Loan
Central California Family Crisis	\$ 17,500.00	2021	Grant	Payroll and workers comp



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Water Conservation Phase III Status Update - July 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 IV to Phase III of the City's Water Conservation Plan 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 July 2022 show that a total of thirty-six (36) notices of violation were issued for water wasting, and eight (8) administrative citations were issued.

Water production for July 2022 reflects a one percent (1%) reduction on the 5-year average. The monthly production for July was 418 million gallons, which is a twenty-one percent (21%) decrease in comparison to the monthly production for July 2013 of 533 million gallons. Residential consumption for July 2022 was 156 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 July 2022. Porterville's cumulative total production conservation through July 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 July 2022. Porterville's cumulative total GPCD conservation through July 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 nine percent (9%) decrease from July 2021 to July 2022. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements 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). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage, (Level 2).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status July 2022
2. Monthly Production Status GPCD July 2022
3. Drought Response Phase III Flyer

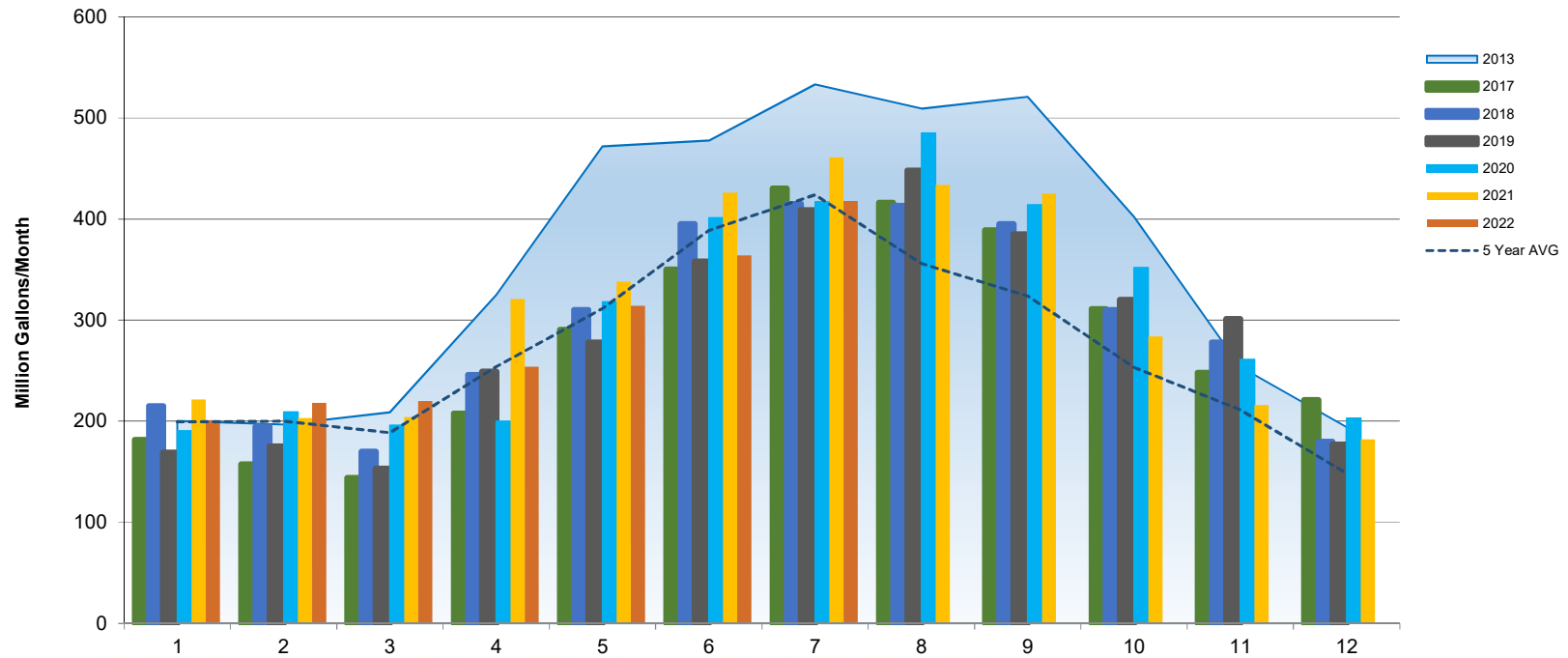
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

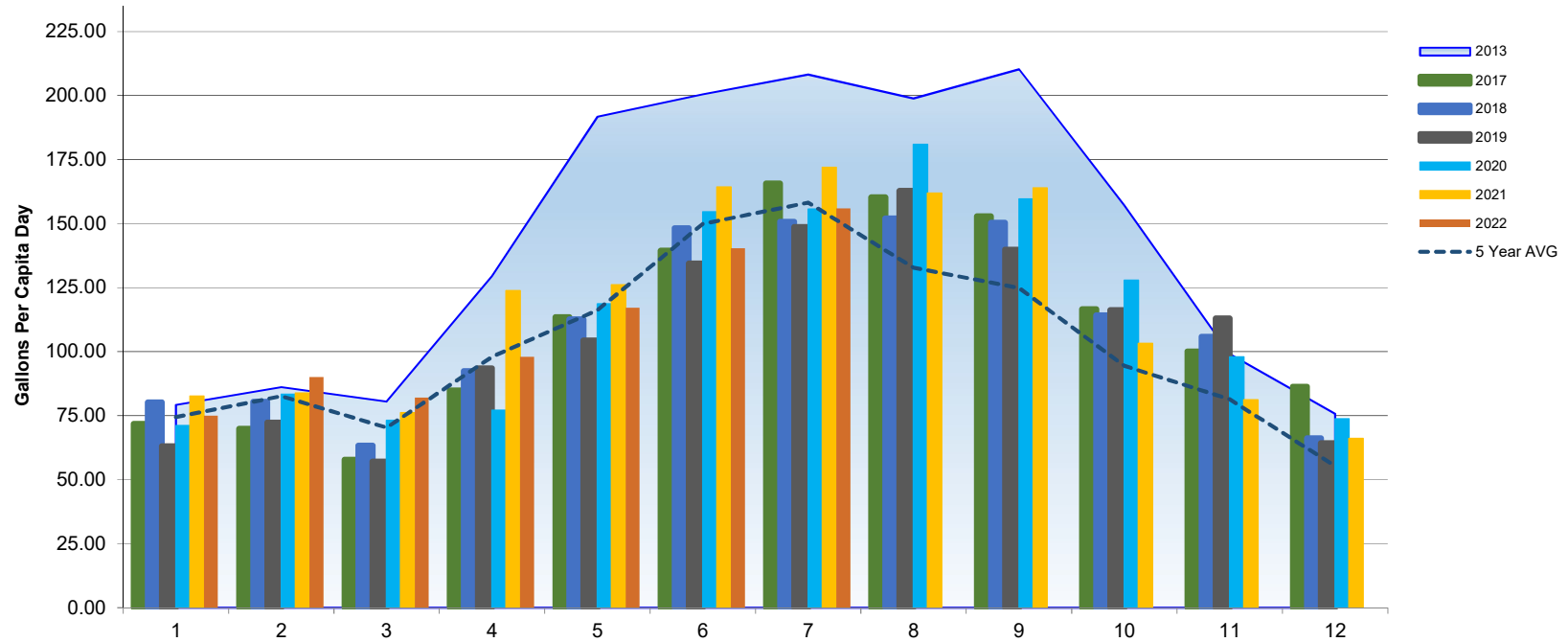


Production Cumulative Total 20%

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

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25%

	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%	-32%	-16%					

Percent Comparison to 2013 Production



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 – AUGUST 16, 2022

SUBJECT: Authorization to Purchase Equipment - Boiler

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) experienced a catastrophic failure of both its Cleaver Brooks ClearFire Boilers in March 2022. At its meeting on April 5, 2022, the City Council approved an Emergency Expenditure/Appropriations to replace one boiler and associated equipment in order to continue the sludge stabilization process without interruption. The purchase and installation of the second boiler would be funded from the Wastewater Treatment Facility Reserves.

R.F. MacDonald Co., the local distributor for Cleaver Brooks, was contacted and submitted a quote for the purchase, installation, startup, and freight for the second new Cleaver Brooks ClearFire boiler.

Cleaver Brooks ClearFire Boiler	\$36,648.59
Installation	\$10,000
Equipment Startup	\$1,500
Estimated Freight	\$1,000

Staff is requesting authorization to purchase the second ClearFire boiler from R.F. MacDonald Co. for an amount not to exceed \$55,000, which includes the boiler, installation, startup, freight, and a ten percent (10%) contingency.

Expenditure for the purchase will be made available from the Wastewater Treatment Facility Reserves.

RECOMMENDATION: That the City Council:

1. Award the purchase of a Cleaver Brooks ClearFire boiler to R.F. MacDonald Co. for a not to exceed amount of \$55,000, which includes the boiler, installation, startup, freight and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to R.F. MacDonald Co. for an amount not to exceed \$55,000; and
3. Direct the Finance Director to make payment to R.F. MacDonald Co. upon receipt of invoices approved by the Public Works Director.

ATTACHMENTS:

1. R.F. MacDonald Co. Equipment Quote
2. R.F. MacDonald Co. Installation Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



July 26, 2022
QUO-133994-T8H3V5

Pricing:

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Cleaver Brooks CFC-E-700-2000-125 Condensing Hot Water Boiler	1	\$36,648.59	\$36,648.59
Equipment Freight	1	\$1,000.00	\$1,000.00
RF MacDonald Equipment Startup	1	\$1,500.00	\$1,500.00
TOTAL FOR ITEMS LISTED ABOVE			\$39,148.59

Taxes: Not Included

Startup: Full boiler load as necessary will be required to perform required start-up, if applicable

Installation: Pricing is for equipment only and does not include installation.

Shipping Terms: FOB Factory with freight allowed to jobsite, offloading and installation by others

Terms: This quote is in accordance with our Terms & Conditions which accompany this quote

Delivery: 4 to 6 weeks after approval of factory drawings or after receipt of order with waiver of drawing approval plus the transit time from the factory to destination. Actual lead time is subject to change at the time of order.

Validity: 30 days, unless otherwise stated

Warranty: Standard manufacturer's warranty to include parts only, labor is not included. Standard manufacturer's warranty to cover twelve (12) month from date or eighteen (18) months from date of shipment, whichever occurs first.

Permits: Any required air pollution or construction permitting is to be obtained by others, if applicable.



FRESNO
4912 West Jacquelyn Ave
Fresno, CA 93722
Phone: 559.498.6949
Fax: 559.498.7086
rfmacdonald.com

QUOTE

August 3, 2022

Porterville WWTP
1333 W. Grand Ave
Porterville Ca, 93257
Phone: (559) 782-7505

BAKERSFIELD
LAS VEGAS
LOS ANGELES
MODESTO
RENO
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
SONOMA/NAPA

Reference: Cleaver-Brooks CFC-H boiler installation

In response to your inquiry for a quotation, R.F. MacDonald Co. is pleased to provide the following quotation for your review and consideration.

Scope of work – Installation of hot water heater

- Arrive on site, setup and prep for work.
- Lock out and tag out all energy supply lines.
 - Water supply and return
 - Electrical power
 - Fuel gas
- Demo out existing hot water boiler.
- Set new boiler in place.
- Connect hot water outlet and return piping and connect to boiler.
- Connect fuel gas supply line and connect to boiler.
- Install gas and safety relief valve vents as needed.
- Connect exhaust stack.
 - *Sealing up of roof tops by others.*
- Make terminations to boiler panels and blower motor.
- Remove all locks and tags from the equipment.
- Demo out and remove circulation pump from system.
- Install new circulation pump and modify piping for connection points.
- Clean up work area and travel back.

Pricing

Installation of boiler on T&M Not to exceed

\$10,000.00

Notes:

Existing equipment not referenced in the above scope of supply, that may require repair or replacement is not included. A proposal will be submitted for approval prior to any continued work is performed.

1. Quote assumes existing boiler is removed from service prior to R.F. MacDonald arrival.
2. Asbestos removal, if applicable, is not included.
3. Disposal of old equipment or materials.



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Authorization to Purchase Weed Abatement Equipment

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on November 17, 2020, the City Council authorized staff to initiate a weed abatement program administered by the City. The authorization included hiring one full-time Parks Maintenance Worker II, four part-time Parks Maintenance Workers, and purchasing the necessary equipment to perform the related duties. The City continues to see cost-savings since the City began conducting its own weed abatement rather than using a contractor. Also, communication among pertinent City Departments enables the program to be run more efficiently.

Along with the addition of more areas around the city to abate, a very time-consuming duty has proven to be the clean up of abandoned encampments and the abundance of trash and debris. Due to the growth of responsibilities, the 2022-2023 Fiscal Year adopted budget included funding for another full-time Parks Maintenance Worker II, and equipment for the individual to utilize to perform the required duties. The two key pieces of equipment needed for weed abatement include a tractor and a disc. Results from the quotes obtained for these two pieces of equipment are as follows:

Farmers Tractor & Equipment Co: \$84,460.75

Linder Equipment Co.: \$85,225.50

Lawrence Tractor Co., Inc.: \$92,866.16

RECOMMENDATION: That the City Council authorize the purchase of a tractor for \$71,019.50 and disc for \$13,441.25 from Farmers Tractor & Equipment Co.

ATTACHMENTS: 1. Tractor and Disc Quotes

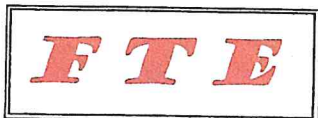
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



FARMERS TRACTOR & EQUIPMENT CO.

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

QUOTATION

To; City of Porterville 291 N. Main st. Porterville, Ca 93257

Date: **07/26/22**

Phone: (559)782-7499

QTY	Part Number	Description	Price per unit	Price
1		M5-111HDC		
2	AMR8556	12.4-24 R1		\$ 65,000.00
2	AMR8530	18.4-30 R1		
1	M7649	REAR WIPER KIT		
1	M9594	DRAW BAR CLEVIS		
1	M91.28	REAR INSIDE MIRROR		
1	M7552	BACK UP ALARM		
1	M6909	GRILL GUARD		
1	M8075	FRONT WEIGHT BUMPER		
1	M8076	BOLT KIT		
2	M8126	REAR WHEEL WEIGHTS		
1	M8127	WHEEL BOLT KIT		
1	LM8125	BOLT KIT 2ND WEIGHT		
10	M8079	FRONT WEIGHTS		
1		RADIO		

GOVERNMENT DISCOUNT APPLIED

NEEDS TO BE ORDERED
LEAD TIME NOT AVAILABLE

Frank Andrade

Sales

cell: (559)359-1832

email: frankfte@att.net

Quote Good For 30 Days

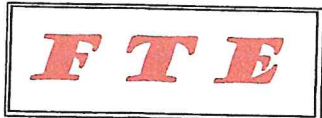
FOB Porterville

Sub Total \$ 65,000.00

Sales Tax 9.25% \$ 6,012.50

BOE / Set Fees \$ 7.00

TOTAL AMOUNT \$ 71,019.50



FARMERS TRACTOR & EQUIPMENT CO.

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

QUOTATION

To; City of Porterville 291 N. Main st. Porterville, Ca 93257

Date: **07/26/22**

Phone: (559)782-7499

QTY	Part Number	Description	Price per unit	Price
1		STRATHMORE 7'6" OFFSET WHEEL DISC 24" NOTCHED FRONT BLADES 24" SMOOTH REAR BLADES		\$ 12,300.00

AVAILABLE IN STOCK

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

Quote Good For 30 Days

FOB Porterville

Sub Total	\$	12,300.00
Sales Tax 9.25%	\$	1,137.75
BOE / Set Fees	\$	3.50
TOTAL AMOUNT	\$	13,441.25



LINDER EQUIPMENT CO.

311 E. KERN
TULARE, CA 93274
(559) 685-5000

To: CITY OF PORTERVILLE
291 N MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7456
Customer #: A22921

Created: July 12, 2022
Expiration: July 29, 2022
Prepared By: STEVENSON, MIKE

Quote Items:

Make	Model	Description	Serial Number	Unit #	Quantity	Price	Ext. Price
KUBOTA	M5-111HDC	4WD CAB TRACTOR			1	\$65,500.00	\$65,500.00

Note: INCLUDES IN ADDITION TO OR IN LIEU OF STANDARD EQUIPMENT AS LISTED; 12.4-24 R1 FRONT TIRES; 18.4-30 R1 REAR TIRES; DRAWBAR CLEVIS; REAR WINDOW WIPER; RADIO; 10 FRONT WEIGHTS; 2 SETS OF REAR WHEEL WEIGHTS; GRILL GUARD; BACKUP ALARM; INTERIOR REAR VIEW MIRROR

BAASE WARRANTY 2 YEARS OR 2000 HOURS WHICHEVER OCCURS FIRST / POWERTRAIN WARRANTY 3 YEARS OR 3000 HOURS WHICHEVER OCCURS FIRST

THMORE	OFF SET DISC	1	\$12,500.00	\$12,500.00
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Note: 7'6" OFF SET DISC WITH 24" NOTCH FRONT & SMOTH REAR BLADES; TIRES; SCRAPERS; HYDRAULIC HOSES & CYLINDERS

Tire	CA State Tire Recycle Fee	6	\$1.75	\$10.50
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Special Instructions:

Terms and Conditions:

Quoting is based upon decision to purchase being made prior to

Total Units:	\$78,010.50
Sales Tax:	\$7,215.00
Total Amount:	\$85,225.50
Down Payment:	\$0.00
Amount Due:	\$85,225.50

Signature:

Date of Acceptance:

Quoted: 07/12/2022
Printed: 07/12/2022

Quotation Number: MIK4687.00
Page Number: 1



JOHN DEERE

Quote Summary

Prepared For:

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
risom@ci.porterville.ca.us

Prepared By:

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

Quote Id: 27046269
Created On: 11 July 2022
Last Modified On: 11 July 2022
Expiration Date: 11 August 2022

Equipment Summary

2022 STRATHMORE 7'6" LOW
PROFILE OFFSET DISC

Selling Price	Qty	Extended
\$ 13,991.67 X	1 =	\$ 13,991.67

Equipment Total

\$ 13,991.67

Quote Summary

Equipment Total	\$ 13,991.67
CA TIRE RECYCLE FEE	\$ 3.50
SubTotal	\$ 13,995.17
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,995.17
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,995.17

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Quote Summary

Prepared For:

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
risom@ci.porterville.ca.us

Prepared By:

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

Quote Id: 27046173

Created On: 11 July 2022

Last Modified On: 11 July 2022

Expiration Date: 18 July 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E CAB TRACTOR FT4	\$ 85,148.82	\$ 72,186.72 X	1 =	\$ 72,186.72
Equipment Total				\$ 72,186.72

Quote Summary

Equipment Total \$ 72,186.72

CA TIRE RECYCLE FEE \$ 7.00

SubTotal \$ 72,193.72

Sales Tax - (9.25%) \$ 6,677.27

Est. Service Agreement Tax \$ 0.00

Total \$ 78,870.99

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 78,870.99

Salesperson : X _____

Accepted By : X _____

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CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Authorization to Purchase Equipment - Return Activated Sludge Pumps

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) is requesting authorization to replace two Return Activated Sludge (RAS) pumps on Plant #2. The current pumps have lost efficiency from wear and tear and have reached the end of their useful service life after twenty (20) years of daily operation. The RAS pumps are needed to maintain the proper concentration of microorganisms in the aeration basins for the stabilization of organic matter present in wastewater. The new pumps will provide the efficiency required to operate the biological system in Plant #2.

The WWTF received three quotes for two new RAS pumps. The quotes are as follows:

ESSCO Pumps and Controls	\$40,660
MuniQuip, LLC	\$75,500
Rockwell Solutions	\$82,484

Staff is requesting authorization to purchase two RAS pumps from ESSCO Pumps & Controls, as they have been identified as the company submitting the lowest quote. The expenditure for the purchase, in the amount not to exceed \$50,641, which includes RAS pumps, taxes, freight, and a ten percent (10%) contingency, will be funded from the Wastewater Treatment Facility Reserves.

RECOMMENDATION: That City Council:

1. Award the purchase of specialized equipment to ESSCO Pumps & Controls for a not to exceed amount of \$50,641, which includes freight, taxes, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to ESSCO Pumps & Controls for a not to exceed amount of \$50,641; and
3. Direct the Finance Director to make payment to ESSCO Pumps & Controls upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. ESSCO Pumps & Controls Quote
2. MuniQuip, LLC Quote
3. Rockwell Solutions Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



www.esscopumps.com
sales@esscopumps.com

ESSCO Pumps & Controls
4935 Telegraph Rd.
Los Angeles, Ca 90022

(323) 261-2181
Fax (323) 261-1523

7/7/2022

Customer: City of Porterville, Ca.

REF: Qty-2 Return Activated Sludge Pumps (RAS)

Conditions of service: 765 GPM @ 25 Ft TDH

ESSCO is pleased to provide you with the following pump proposal for your review and approval.

QTY-2 Essco Model 4x12 HDPL cast iron horizontal pumps with cast iron vortex recessed impeller capable of passing a 4" solid, with a cast iron volute, cast iron wear plate, grease lubricated bearings, cast iron mechanical seal box with single silicon carbide "SUPER" seal, mounted on a steel base plate with coupling, guard, and 10 HP, 1150 RPM, TEFC, motor wired for 3ph/60hz/230/460v.

Net Each \$ 20,330.00

Total \$ 40,660.00

Shipping to jobsite \$1,616.00

Pricing includes 1 day, 1 trip start up support and warranty certification, does not include taxes.

Estimated lead time after engineering approval 20-22 weeks
(lead times are extended because of supply chain issues)

Let me know if you have any questions.
Jon Rogers, ESSCO Pumps, 562-343-3820



MUNIQUIP, LLC

Your Source For Water & Wastewater Equipment



DATE: July 8, 2022

QUOTE #MQ22-100984

TO: City of Porterville

ATTN: Ron McAllister

RE: Wemco Screw Centrifugal Pumps

Dear Ron,

We are pleased to offer the following items for your consideration:

ITEM 1

Two (2) Wemco Screw Centrifugal Complete Pump: Model SFE5-R Horizontal of cast iron construction, High Chrome impeller, Clock Wise rotation, steel shaft, Chesterton S10 mechanical seal (SC faces), Ball-Ball bearing type, grease lubrication, buna wet end O-rings, 5" pump discharge/6" pump suction, horizontal direct drive, pump speed rated for 1180 RPM, 765 US GPM, 25 Ft of head, 10HP, 1200RPM 254T TEFC, 230-460, 3 phase, 60Hz motor, direct drive motor, direct drive connection type, fiberglass/polyester guard, freight and taxes included, as manufactured by **Wemco**.

Items 1 as described above for the price of.....**\$75,500.00**

Sales Tax at (9.25%)**\$6,983.75**

Grand Total price of.....\$82,483.75

NOTES:

Start-up Not included (\$2,000.00 extra if needed).

Approximately 28-30 weeks after receipt of approved purchase order.

Anchor bolts, seismic calculations, or vibration testing are not included unless specifically noted in individual equipment descriptions.

Freight is F.O.B. factory with freight to the jobsite included.

Quotation is valid for 60 days.

This proposal is subject to the attached MuniQuip Terms & Conditions and/or the Terms and Conditions of the individual companies MuniQuip has quoted.

Initial _____

Best Wishes,

Luke Breshears

Sales Engineer

2017 Opportunity Drive, Suite 4

Roseville, CA 95678

859-859-1566 cell

916-787-5641 office

916-787-5642 fax

Luke@muniquipllc.com

www.muniquipllc.com

2017 Opportunity Drive # 4, Roseville, CA 95678, (916) 787-5641 office, (916) 787-5642 fax

www.muniquipllc.com

To: City of Porterville

July 14, 2022

RS

Per your request, here is the parts information.

- **EOSA 8-150 runs at 875 rpm (8" x 6" suction/discharge).**

Pump includes base, coupling guard and motor;
Cast Iron casing with stainless steel impeller
Direct driven with flexible Spacer Coupling;
Seal Arrangement: Tandem Mechanical Seal
Motor: 10hp, 900 rpm, 460V/3/60
Pump rated for: 765 gpm @ 25 ft
(Water) Efficiency: 66.7%

Pricing: \$41,242

- **EOSA 7-125 runs at 1160 rpm (8" x 5" suction/discharge).**

Pump includes base, coupling guard and motor;
Cast Iron casing with stainless steel impeller
Direct driven with flexible Spacer Coupling;
Seal Arrangement: Tandem Mechanical Seal
Motor: 10hp, 1200 rpm, 460V/3/60
Pump rated for: 765 gpm @ 25 ft
(Water) Efficiency: 68.6%

Pricing: \$29,562

Thank you.

Brian Oswalt



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Authorization to Replace Compressed Natural Gas Fuel Dispenser

SOURCE: Public Works

COMMENT: On July 7, 2022, the City's compressed natural gas (CNG) public access fast-fill dispenser was damaged by a vehicle running into the fueling area. The dispenser has been determined to be a complete loss and will need to be replaced. The dispenser is a component of the complete ANGI fueling station, and ANGI Energy Systems LLC will be the sole source of the equipment. Staff worked directly with the manufacturer to obtain a quote for the replacement dispenser. The cost is estimated not to exceed \$87,193, which is inclusive of parts, labor, freight, tax and ten percent (10%) contingency. There will be additional costs for installation, including labor, underground tubing, and electrical wiring, but that amount is unknown at this time and is not included in this quote. Total additional costs can only be determined at the time of dispenser replacement. The dispenser will be installed by the City's maintenance contractor.

Funding is available from the Shop Equipment Replacement Fund. The City will seek subrogation of the at-fault driver's automobile insurance.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of the CNG Fuel Dispenser by ANGI Energy Systems at a cost not to exceed \$87,193 (inclusive of all parts, taxes, freight, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. ANGI Energy Systems LLC Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

The City of Porterville | CNG Dispenser | Porterville CA
Proposal Number QS0426237 R0 | July 28, 2022

Attention:

Russell Isom
City of Porterville
Submitted by email: risom@ci.porterville.ca.us.com

ANGI Energy Systems – Introduction



ANGI Energy Systems LLC, is a U.S. based manufacturer of Quality Engineered Gas Compression equipment and a leading supplier of Compressed Natural Gas (CNG) Refueling Equipment and Systems. ANGI has a longstanding reputation as a leader and innovator in both the Compression and Natural Gas Vehicle (NGV) Refueling Station industries and has over 30 years of experience providing worldwide clients with high quality products and services.

We Design, Engineer, Manufacture, and Commission a complete line of the safest and most reliable CNG Refueling equipment with the lowest overall life-cycle cost in the industry.

ANGI also provides compression and de-pressurization (decanting) solutions for delivering clean biogas and RNG from water treatment plants, landfills, animal waste facilities, and anaerobic digestion facilities to our customers' sales point, whether that be direct to pipeline or supplying RNG to an NGV fueling facility.

Our goal is to provide superior Customer Service, Project Management, Spare Parts, Maintenance, and Training Programs that can make the difference in the complete success of a project.

Thank you for the opportunity to provide this ANGI Proposal for your equipment and service needs.

CONFIDENTIAL

ANGI Contact: Chris Myers – (608) 449-2818 cmyers@angienenergy.com

ANGI Energy Systems, LLC – P.O. Box 5216 Janesville, WI USA 53547-5216

Phone: (800) 955-4626 Website: www.angienenergy.com Email: sales@angienenergy.com

Sample Photo: ANGI Series II Dispenser



Note: Photos are for reference only and may not reflect actual equipment offered.

1.0 ANGI Series II Fleet Dispenser – Standard Duty 3-Bank Configuration

- Dual hose configuration
- Three inlet supply lines (3-bank internal sequencing)
- ½" inlet connections
- ½" internal tubing
- One Micro Motion CNG50 mass flow meter per side
- Side A, Hose 1 – Parker ¾" x ¾" twin line CNG hose assembly
 - 10'6" total hose length with main line and vent line breakaways
 - Staubli P36 NGV1, Type 1 nozzle
- Side B, Hose 1 – Parker ¾" x ¾" twin line CNG hose assembly
 - 10'6" total hose length with main line and vent line breakaways
 - OPW CT1000 NGV1, Type 1 nozzle
- One backlit LCD display per side
- Volume displayed in GGE
- Gilbarco 2-wire or pulse/authorize output to FMS
- Station communications available via Modbus
- Control via full-ported actuated ball valves with internal CNG actuation
- Explosion proof vibration switch
- Stainless steel enclosure & pit frame (standard vent is through the pit frame)
- ANGI standard 3,600 PSIG vehicle refueling algorithm applies

CONFIDENTIAL

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ANGI Energy Systems, LLC – P.O. Box 5216 Janesville, WI USA 53547-5216

Phone: (800) 955-4626 Website: www.angienenergy.com Email: sales@angienenergy.com

2.0 Estimated Start-up and Orientation

All ANGI commissioning services contained in this proposal are based upon a time & materials format. The dollar amount included in the pricing sheet is an **ESTIMATED ALLOWANCE** amount anticipated for this service. It is based upon one technician for one travel day to site, one travel day from site, expenses, and labor for 1 day onsite. Plumbing, Electrical, and other appropriate contractors must be present or readily available during startup. Ready-to-fill vehicles will be required at the site during the commissioning period.

As there are many site conditions outside of ANGI's control, the actual cost to perform this service will be invoiced based upon the technician's and the engineer's time on site and actual expenses in accordance with ANGI's published service rates.

Commissioning of the ANGI proposed equipment will include the following:

- Review/check installation by site contractor
- Check wiring and communication between all components
- Start ANGI supplied equipment and perform operation test
- Check operation of applicable safety systems
- Complete ANGI equipment commissioning documentation

ANGI has not included cost for any performance and/or fixed period testing unless explicitly noted in this proposal and included in the customer's purchase order.

3.0 Estimated Shipping to Site of All Listed Equipment

- One LTL truck from Janesville, WI to destination
- Shipping to destination as per ANGI's Standard Terms and Conditions (attached)
- Offloading by others

4.0 Instruction Manuals

- One (1) electronic copy (Electronic Manual Delivery) is provided as standard via ANGI Share Point
- Additional copies, other formats, or customized content available upon request (may be subject to additional charges)

CONFIDENTIAL

ANGI Contact: Chris Myers – (608) 449-2818 cmyers@angienenergy.com

ANGI Energy Systems, LLC – P.O. Box 5216 Janesville, WI USA 53547-5216

Phone: (800) 955-4626 Website: www.angienenergy.com Email: sales@angienenergy.com

ANGI Pricing & Qualifications

QS0426237 R0 – The City of Porterville CNG Dispenser Porterville CA				
BASE PROPOSAL				
ITEM	EQUIPMENT DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.0	Series II Dispenser	1	\$64,747.00	\$64,747.00
2.0	Estimated Commissioning Service	1	\$5,500.00	\$5,500.00
3.0	Estimated Freight Cost (LTL)	1	\$3,030.00	\$3,030.00
4.0	Standard Manuals – <i>included</i>	1	\$0.00	\$ 0.00

CONFIDENTIAL

ANGI Contact: Chris Myers – (608) 449-2818 cmyers@angienergy.com

ANGI Energy Systems, LLC – P.O. Box 5216 Janesville, WI USA 53547-5216

Phone: (800) 955-4626 Website: www.angienergy.com Email: sales@angienergy.com

Notes and Exceptions:

- Site design, civil work, and installation not included (by others)
- Equipment proposed based on ANGI standard design
- Items not specifically identified – Excluded
- Integration of fuel management (if applicable) provided by others
- Power and any ESD integration provisions by others
- ANGI standard 1-year limited parts only warranty applies

Equipment Certifications:

ANGI Series II dispensers are supplied as standard with MET Laboratories, Inc. 3rd party certification with our Listing Number E212483 and are designed/certified to:

- NFPA 52 Vehicular Gaseous Fuel Systems Code
- ANSI/IAS NGV 4.1 CSA 12.5 NGV Dispensing Systems
- NFPA 70 – Article 500 (National Electric Code)

Qualifications:

- Proposal is valid for 15 days.
- **All prices are in US Dollars.**
- **Prices do not include any applicable taxes.**
- System will be designed in accordance with US requirements.
- MET Labs electrical certification is included only for the items listed under “**Equipment Certifications**” above. Additional item certification or alternate certification is available (additional costs would apply).
- Delivery: **Estimated 15-17 weeks from accepted purchase order. Exact delivery scheduled to be confirmed after receipt of order due to current supply chain volatility.** Schedule may vary due to production schedule, submittal review by end-user, availability of long lead items, and the situation relating to the COVID-19 pandemic.
- This quotation subject to ANGI Energy's standard terms, conditions, and warranty and clarifications and exceptions transmitted separately.
- Start-up by an ANGI certified technician is required to validate warranty.
- This quotation does not include any civil work, installation, underground piping, site design, permitting, or bonding. ANGI's scope includes only CNG related equipment and services, specifically identified.

CONFIDENTIAL

ANGI Contact: Chris Myers – (608) 449-2818 cmyers@angienenergy.com

ANGI Energy Systems, LLC – P.O. Box 5216 Janesville, WI USA 53547-5216

Phone: (800) 955-4626 Website: www.angienenergy.com Email: sales@angienenergy.com



STANDARD TERMS AND CONDITIONS OF SALE

UNITED STATES & CANADA

ANGI ENERGY SYSTEMS, LLC ("SELLER") agrees to sell to BUYER equipment and/or services described and listed in the Proposal (hereinafter "EQUIPMENT," "GOODS," and/or "SERVICES") subject to the following terms and conditions as follows:

1. Acceptance. The following terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Seller's products or services except those that relate to prices, quantities, delivery schedules, and the description and specifications of the products. Seller hereby objects to and rejects any other terms and conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer's acceptance of products or services called for in said purchase order shall constitute its acceptance of the following terms and conditions.

2. Billing and Payment. Unless otherwise agreed to in writing, Buyer shall make payments to Seller according to the following progress payment schedule:

- Thirty percent (30%) of the total purchase price as a down payment to be remitted simultaneously with the written purchase order.

- Seventy percent (70%) of the total purchase price upon written notice of readiness to ship.

- (a) Payment shall be due within 30 days from date of invoice unless otherwise agreed to in writing by Seller. Payment terms are subject to approval of Seller's credit department. Seller reserves the right to impose finance charges which is the lower one and one-half percent (1½%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. However, if in Seller's opinion, Buyer's financial condition reasonably appears to call for such action, Seller may require payment in advance.

- (b) Prices quoted are exclusive of, and Buyer agrees to pay, any foreign, federal, state or local excise, sales, use, personal property or any other taxes or duties, excepting only taxes based on Seller's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be made available to Seller prior to invoicing or such taxes or duties will be charged to Buyer, provided, however, that if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer will promptly make such payment to Seller or, if requested by Seller, directly to such taxing authority.

- (c) If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if this account is referred outside for collection or, if suit is brought to collect this account, Buyer agrees to pay all costs and reasonable attorneys' fees, including all costs and reasonable attorneys' fees incurred on any appeal to an appellate court.

3. Place of Delivery, Method of Tender, and Transfer of Title.

- (a) Sales within U.S. Delivery terms and pricing for sales within the United States are CPT (Incoterms 2010) Buyer's destination ("Place of Destination") unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation. Freight is Pre-paid from Seller's Dock ("Point of Delivery") and incurred after the goods are delivered to the carrier from Point of Delivery to the Place of Destination. Risk of loss of or damage to the goods or any part of the goods shall pass to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. Buyer shall arrange for applicable insurance covering the goods from Point of Delivery to their Place of Destination. Legal title to the goods shall pass to Buyer at the Point of Delivery.

- (b) Sales outside of U.S. Delivery terms and pricing for export sales are FCA (Incoterms 2010) Seller's Dock, ANGI Factory Janesville, WI ("Point of Delivery") unless otherwise agreed to in writing by Seller. Seller shall arrange for transportation of the goods ordered by an appropriate means of transportation and pay all inland freight charges from Point of Delivery to the first USA port of export unless otherwise agreed to in writing by Seller. Buyer shall arrange for applicable insurance covering the goods during transit to their destination. Where Buyer requires special delivery requirements, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges. When "export packing" is required, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer. Risk of loss of or damage to the goods or any part of the goods shall pass

to the Buyer upon delivery to carrier at the Point of Delivery, and Buyer shall have the responsibility of filing any damage claims with the carrier. This order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Consular and Customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereon. Buyer shall not re-export the goods or items which incorporate the goods if such re-export would violate applicable export laws. Legal title to the goods shall pass to Buyer at the Point of Delivery, except for sales to Canada or Central or South America (excluding Mexico), in which case legal title to the goods shall pass to Buyer when the goods cross an international border (including without limitation entering international waters), or at such later point as may be agreed to in writing by Seller.

4. Installation. Unless otherwise specified in writing on a quotation provided by an authorized representative of Seller, Buyer assumes responsibility for installation. Seller agrees to make installation and on-site technical support services available at Seller's then-prevailing rates, unless otherwise specified in an initial purchase order or contract proposal.

5. Maintenance. Buyer assumes responsibility for maintenance on the goods sold to Buyer. Seller agrees, however, to make maintenance services available at its then-prevailing rates.

6. Warranties. Seller warrants its equipment parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions or is available upon request. THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELL, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FORGOING.

7. Limitation of Buyers Remedies. IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL, EQUITABLE, OR STATUTORY CLAIM, CAUSE OF ACTION, OR LEGAL THEORY. IN ANY EVENT, SELLER SHALL BE SOLELY LIABLE FOR ACTUAL DAMAGES CAUSED BY SELLER'S BREACH AND SELLER'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY SELLER.

8. Sellers Remedies. Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Seller have been satisfied in full. Any rights or remedies of Seller granted in these Terms and Conditions shall be in addition to and not in lieu of any other rights or remedies Seller may have at law or in equity.

9. Proprietary Rights. Seller shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and goods for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes a system, process or business method utilizing goods or engineering services delivered hereunder by Seller and which relates to an invention, improvement, enhancement or development made by or for Buyer on a date subsequent to the date of Seller's offer hereunder.

10. Hazardous Materials. Buyer acknowledges that certain supplies covered by this contract may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize



itself (without reliance on Seller except as to the accuracy of special safety information actually furnished by Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to waive any claim against Seller and hold harmless and indemnify Seller against any claims by its employees or customers based on allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.

11. Delay. (a) Delivery dates are approximate and are not guaranteed, and Seller shall not be liable for damages of any kind resulting from any delays in fulfillment, shipment or delivery of orders. Furthermore, Seller shall not be liable for any other loss, damage, cost or expense due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

(b) In the event of a delay in delivery in excess of ninety (90) consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without Penalty.

12. Goods Not for Resale. Buyer, by placing this order and accepting these Terms and Conditions, hereby expressly agrees, acknowledges, represents and warrants to Seller that (a) it is the Seller's policy to sell these types of goods only to end users for their own use, (b) the goods that are the subject of this order are not intended for end user to resell, (c) the goods that are the subject of this order are in fact being purchased by Buyer for Buyer's own use or only for sale to an end user and not for any other resale to a third party and (d) in the event that Buyer breaches the foregoing acknowledgment, covenant, representation and/or warranty by reselling the goods that are the subject of this contract, Seller shall be permitted to (i) void, eliminate and/or refuse to continue to extend or make available to Buyer any volume or other types of discounts, rebates or preferential payment terms to which Buyer is now or hereafter otherwise might be entitled to or eligible to receive from Seller or (ii) refuse to accept any further orders from Buyer. Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to restrict any OEM from incorporating any goods purchased from Seller into equipment that is to be resold to the OEM's end customer so long as such OEM provides a reasonable certification of such use to Seller.

13. Cancellation. Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Seller, Buyer will pay Seller for all services performed (including but not limited to materials, and labor) and products provided or specifically ordered for Buyer in reliance on Buyer's order, as of the date of the cancellation. Buyer may not cancel orders for non-standard goods or orders for goods which have left Seller's dock.

14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any choice or conflict of laws principles of such state, and all disputes shall be adjudicated therein. Buyer and Seller consent to the sole and exclusive venue and jurisdiction of the courts situated in the State of Wisconsin. Any action for loss or damage with respect to the goods or services which are the subject of this contract must be commenced by Buyer within one year from the date of delivery of such goods or services or such claim shall be forever barred.

15. Compliance with Laws/Anti-Corruption. Buyer shall comply fully with all applicable laws, rules and regulations, including without limitation those of the United States and any and all other jurisdictions globally ("Laws") that apply to Buyer's business activities in connection with its purchase of goods from Seller. Specifically, Buyer shall comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or similar matters that are applicable to Buyer's business activities in connection with this Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Buyer will take no action that will cause Buyer or Seller or any of their affiliates to violate any such laws.

16. Entire Agreement. Unless otherwise agreed in a writing signed by Seller and Buyer, these Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. If any term or provision of this contract shall to any extent be

invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law. Any modifications hereto shall be in writing and signed by both parties.

WARRANTY POLICY

1. **Warranty**

- a. **Equipment.** The seller, ANGI Energy Systems LLC or its ANGI branded corporate affiliate, whatever the case may be ("ANGI"), warrants to Buyer that its equipment conforms to ANGI's published specifications, is free from defects in materials and workmanship until the earliest of: (i) 12 months after substantial completion of commissioning, if applicable; (ii) 12 months from initial use; or (iii) 18 months from the date the equipment is ready to ship from ANGI's facility. ANGI further warrants the equipment enclosures against rust-through for 2 years from the date it is ready to ship from ANGI's facility (equipment may be susceptible to surface rust under normal conditions). The following are exceptions to this warranty: (i) **Used/Refurbished Equipment** – is warranted on a case by case basis as provided by ANGI; (ii) **Products not Manufactured by ANGI** – ANGI will pass through transferable manufacturer's warranties only.
 - b. **Parts.** ANGI warrants its: (i) non-consumable parts such as valves, gauges and transducers will conform to ANGI's published specifications and be free from defects in workmanship and materials for 90 days from date of shipment, and (ii) consumable parts, such as filter elements, strainers, o-rings, gaskets, fuses, belts and will conform to ANGI's published specifications and will be free from defects in workmanship and materials at the time of delivery. ANGI warrants reconditioned vendor certified parts for 90 days from the date of shipment.
 - c. **Consumables.** ANGI warrants its consumables, such as oils, lubricants and desiccant will conform to ANGI's published specifications and will be free from defects in workmanship and materials through the expiration or other date indicated on the packaging or otherwise provided by ANGI.
 - d. **Software.** ANGI warrants its software when used under normal operating and maintenance conditions, will perform substantially in accordance with ANGI's published specifications and any accompanying user documentation for the earlier of 90 days from installation or 120 days from shipment. ANY THIRD PARTY SOFTWARE PROVIDED WITH THE SOFTWARE AND DATA AND PRE-RELEASE VERSIONS OF THE SOFTWARE ARE SUPPLIED "AS IS" WITHOUT CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EITHER EXPRESS OR IMPLIED. Any software warranty in any software license agreement between the parties will take precedence over this software warranty.
 - e. **Services.** ANGI warrants all services will be performed in a professional and workmanlike manner in accordance with applicable industry standards for 30 days after performance.
2. **Warranty Services.** This warranty only covers costs of replacement parts/goods. Buyer is responsible for labor costs and all other costs in connection with the repair or replacement of any non-conforming goods, including without limitation, costs for diagnosis of defects, shipping, removal of goods and reinstallation of goods. Buyer must make any warranty claims in writing within the applicable warranty period and within ten (10) days after discovery of any non-conformance (30 days after shipment for consumable parts). Within a reasonable time thereafter, ANGI will make the necessary repairs after confirmation that the non-conforming goods were stored, installed, maintained and used in accordance with ANGI's recommendations, accompanying documentation, published specifications and standard industry practice. Warranty services will be performed at the location of the warranted goods if possible, subject to ANGI's then prevailing rates and any travel expenses incurred by ANGI. Otherwise, Buyer will ship the goods at its expense to ANGI for repair and/or replacement after obtaining a valid Return Material Authorization number. For the avoidance of doubt, repair or replacement of any warranted goods or any parts do not extend the initial warranty period of the warranted goods and any repaired or replacement parts are not separately warranted. For warranty issues, contact: ANGI Energy Systems LLC, Customer Service, 305 W Delavan Dr., Janesville, WI 53546; Toll Free 800 934 5219; Phone 608 563 2800; Fax 608 531 2635; Email service@angienergy.com.
3. **Failure to Repair.** If ANGI is unable to repair warranted goods after a reasonable number of attempts, ANGI will provide, at its option, (i) new or used replacement goods provided Buyer returns the non-conforming goods;

or (ii) a refund of the purchase price of the unrepaired component, depreciated in accordance with standard accounting principles.

4. **Warranty Exceptions.** This Warranty Policy does not cover failure of warranted goods resulting from: (i) accident, abuse, misuse, neglect, overloading or any other use not in accordance with ANGI's recommendations, accompanying documentation, published specifications, and standard industry practice; (ii) fire, flood, lightning or any other act of God, Buyer or third party; (iii) acid rain, rail dust, salt spray, caustic cleaners, chemicals or solvents, salt air conditions, and other environmental factors that may accelerate rust, oxidation or corrosion of metal components; (iv) Buyer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to ANGI's accompanying documentation and published specifications; (v) failure to follow the maintenance procedures in ANGI's accompanying documentation or published specifications or failure to maintain and provide ANGI with maintenance records verifying Buyer followed proper maintenance procedures; (vi) installation, repair, service or modification to the goods by anyone other than ANGI or its authorized representatives; (vii) the goods or any part thereof being used or coming into contact with any equipment, parts, supplies or consumables not manufactured, distributed, or approved by ANGI; (viii) any products attached to the goods not manufactured, distributed or approved by ANGI; (ix) Buyer's noncompliance with applicable codes and safety rules, such as NFPA-52 Vehicular Gaseous Fuel Systems Code (and all other standards and codes referenced therein), NFPA-70 – Article 500 National Electrical Code, ASME Boiler and Pressure Vessel Code Section VIII, ANSI/ASME B31.3 Process Piping and ANSI/IAS NGV 4.1 CSA 12.5 NGV Dispensing Systems; and (x) installation or use at a site that is not compliant with all applicable laws, regulations, codes, and standard safety requirements. This Warranty Policy covers only goods owned, leased or otherwise held only by the initial end user at all times and excludes any goods that are or have been in the possession of a third party. Unless prohibited by law, this Warranty Policy only covers goods located in the same country from which the goods were initially purchased from ANGI. ANGI in its sole but reasonable discretion will determine whether these exceptions apply.
5. **Warranty Disclaimer.** THESE WARRANTIES ARE GIVEN SOLELY TO BUYER (PARTY PURCHASING WARRANTED GOODS OR SERVICES DIRECTLY FROM ANGI). TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF ANGI IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTIES, OTHER THAN AN OFFICER OF ANGI WHEN DOING SO IN WRITING. IF LOCAL LAWS REQUIRE ADDITIONAL WARRANTIES TO BE PROVIDED TO BUYER, SUCH WARRANTIES ARE INCORPORATED INTO THIS WARRANTY POLICY ONLY TO THE EXTENT REQUIRED BY LAW. ANY PARTICULAR TERM IN THIS WARRANTY POLICY THAT IS PROHIBITED BY LOCAL LAW IS HEREBY NULLIFIED TO THE EXTENT REQUIRED BY LAW.
6. **Liability and Remedies.** IN NO EVENT WILL ANGI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. ANGI'S MAXIMUM LIABILITY WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY ANGI GIVING RISE TO THE CLAIM. THIS WARRANTY POLICY CONTAINS BUYER'S EXCLUSIVE REMEDIES AND ANGI'S SOLE OBLIGATIONS FOR ANY BREACH OF THIS WARRANTY POLICY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE.



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Authorization for Transit Bus Engine Repair

SOURCE: Public Works

COMMENT: Vehicle #8191, is an active Transit bus and has experienced significant engine wear and requires an engine overhaul. This vehicle is powered by a Cummins compressed natural gas (CNG) engine and must be repaired or replaced by a certified CNG service center. The bus has approximately two years of remaining active service life and is necessary for the transition to electrification of the City's transit fleet over the next two years.

Staff is requesting authorization to utilize Cummins Pacific, which is the nearest CNG engine service center, to perform the required engine overhaul at an estimated cost not to exceed \$41,828 (inclusive of all parts, taxes, labor, including a 10% contingency). The cost to repair the transit bus will be reimbursed by the Tulare County Regional Transit Agency (TCRTA), to which the City is a member.

RECOMMENDATION: That the City Council:

1. Authorize Transit bus engine overhaul by Cummins Pacific at a cost not to exceed \$41,828 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Cummins Sales and Services Repair Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

FRESNO CA BRANCH
2755 S. CHERRY AVENUE
FRESNO, CA 93706-
(559)274-4400

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737

RENE ZAVALA - 559 7827451

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-AUG-2022		19-DEC-2013	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		15-APR-2022	73581963		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
215185			449234 / 22196		8191

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1N9MNALG2EC084085 YEAR 2013

COMPLAINT FREE GUARDIAN INSPECTION 1. TOWED IN/ CEL 2. EGR & INTANK CODES, SENSOR WAS REPLACED. 3. POSSIBLE BLOW BY, RUN CYLINDER LEAKS DOWN - SEE DENNIS

CAUSE GUIDANZ- 00335343
HIGH CYLINDER LEAKAGE

CORRECTION THANK YOU FOR CHOOSING CUMMINS SALES AND SERVICE

COVERAGE

CUSTOMER BILLABLE

ESTIMATE MAY VARY ONCE ALL PARTS HAVE BEEN REMOVED AND INSPECTED.
IF ADDITIONAL PARTS AND LABOR ARE NEEDED A REVISED ESTIMATE WILL BE SENT.

DIAGNOSTIC CHARGE: 143.20

2	0	C8DXH	P G8D CCA1400 RC450	NABS	252.90	505.80
2	0	E-CORE-D	CORE	CLEAN	52.50	105.00
-2	0	E-CORE-D	CORE	DIRTY	52.50 -	105.00
1	0	5633625	KIT,OVERHAUL	CECO	3,592.80	3,592.80
1	0	5569421RX	HEAD,CYLINDER	DRC	5,095.90	5,095.90
1	0	4933818D	HEAD,CYLINDER	CLEAN	472.50	472.50
-1	0	4933818D	HEAD,CYLINDER	DIRTY	472.50 -	472.50
1	0	4376312	KIT,EXH RCN COOLER	CECO	1,736.25	1,736.25
1	0	3164067	SEALANT	CECO	22.66	22.66
1	0	4089889	KIT,LOWER ENGINE GASKET	CECO	447.70	447.70
1	0	5357731RX	KIT,TURBOCHARGER	DRC	2,223.10	2,223.10

Completion date : 16-Apr-2022 05:34PM. Estimate expires : 20-Jul-2022 01:46PM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

FRESNO CA BRANCH
2755 S. CHERRY AVENUE
FRESNO, CA 93706-
(559)274-4400

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

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PORTERVILLE, CA 93257-3737

RENE ZAVALA - 559 7827451

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
05-AUG-2022		19-DEC-2013	ISL G CM2180		EL DORADO
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
255161		15-APR-2022	73581963		TRANSMARK
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
215185			449234 / 22196		8191

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG2EC084085		YEAR 2013			
			ORDERED ITEM	3799931RX DRC			
1	0	3802678D		TURBO,HX35W	CLEAN	270.00	270.00
-1	0	3802678D		TURBO,HX35W	DIRTY	270.00	- 270.00
1	0	5633301		KIT,AIR COMPRESSOR	CECO	4,926.01	4,926.01
7	0	V891001		P BL 1 S GN2 15W-40 BULK	VALVOLINE	16.79	117.53
1	0	LF9009		PAC, LF	FLG	55.01	55.01
1	0	NG5900		PAC, NG	FLG	75.86	75.86
			ORDERED ITEM	3607140 FLG			
1	0	5478594		THERMOSTAT	CECO	91.72	91.72
1	0	AIR FILTER		AIR FILTER	P2-NSPART1	318.50	318.50
1	0	RAD-CAC / CLEAN		RAD-CAC / CLEAN	P2-NSPART1	1,474.20	1,474.20

PARTS:	20,683.04
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	20,683.04
SURCHARGE TOTAL:	0.00
LABOR:	14,388.80
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	14,388.80
MISC.:	1,000.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	1,000.00
MISCELLANEOUS	1,000.00
LOCAL	509.55

Completion date : 16-Apr-2022 05:34PM. Estimate expires : 20-Jul-2022 01:46PM.

Billing Inquiries? Call (877)480-6970

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



**Sales and
Service**

BAR ARD Number: ARD00293082 EPA: CAL000430089
Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

FRESNO CA BRANCH
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PAGE 3 OF 3

*** CHARGE ***

DATE		CUSTOMER ORDER NO.		DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE	
05-AUG-2022				19-DEC-2013	ISL G CM2180		EL DORADO	
CUSTOMER NO.		SHIP VIA		FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL	
255161				15-APR-2022	73581963		TRANSMARK	
REF. NO.		SALESPERSON		PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.	
215185					449234 / 22196		8191	
QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION		PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		1N9MNALG2EC084085		YEAR 2013			STATE	1,300.98

Completion date : 16-Apr-2022 05:34PM. Estimate expires : 20-Jul-2022 01:46PM.

Billing Inquiries? Call (877)480-6970

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SUB TOTAL: 36,215.04

TOTAL TAX: 1,810.53

TOTAL AMOUNT: US \$ 38,025.57

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Consideration of Geographic Information System Maintenance Contract

SOURCE: Community Development

COMMENT: The City has utilized Environmental Systems Research Institute (ESRI) software for geographical information system (GIS) needs since 2004. At its meeting on August 21, 2018, the City Council approved a contract with ESRI for a more robust commercial GIS system. The GIS software includes an annual maintenance agreement, which includes basic licenses, advanced licenses, viewer licenses, and a network analyst extension. The various licenses support the needs of multiple Departments in the City, including Police, Fire, Public Works, Engineering and Project Management, Community Development, and Finance. The City's emergency services dispatch system and building permit system also utilize the GIS system and data.

The annual maintenance fee is \$9,500.00, which is available through the General Fund and applicable enterprise fund accounts. The benefits of maintaining the GIS software include receiving up-to-date software upgrades, technical support, training, and access to industry solutions.

RECOMMENDATION: That the City Council Authorize staff to sign the maintenance agreement renewal with ESRI.

ATTACHMENTS: 1. Esri Inc Renewal Quote

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/25/2022
To: Rachel Ginsberg
Organization: City of Porterville
Community Development
Fax #: 559-781-6437 **Phone #:** 559-781-7875

From: Heather Carmody
Fax #: 909-793-4801 **Phone #:** + 19097932853 Ext. 2314
Email: HCARMODY@ESRI.COM

Number of pages transmitted
(including this cover sheet): 5

Quotation #26093246
Document Date: 07/25/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532314
Fax #: 909-793-4801

Quotation

Date: 07/25/2022

Quotation Number: 26093246

City of Porterville
Community Development
GIS
291 N Main St
Porterville CA 93257-3737

Attn: Rachel Ginsberg

Customer Number: 129405

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 10/24/2022 End Date: 10/23/2023	1,000.00	1,000.00
1010	5	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 10/24/2022 End Date: 10/23/2023	300.00	1,500.00
2010	1	122181 ArcGIS Desktop Advanced Single Use Primary Maintenance Start Date: 10/24/2022 End Date: 10/23/2023	3,000.00	3,000.00
3010	40	153147 ArcGIS Online Viewer Annual Subscription Start Date: 10/24/2022 End Date: 10/23/2023	100.00	4,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Heather Carmody

Ext: 2314

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532314
Fax #: 909-793-4801

Quotation

Page 2

Date: 07/25/2022

Quotation Number: 26093246

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	9,500.00
Estimated Tax	0.00
Total	USD 9,500.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532314
Fax #: 909-793-4801

Quotation

Page 3

Date: 07/25/2022

Quotation Number: 26093246

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

**esri**[®]

380 New York St
Redlands, CA 92373
Phone: + 190979328532314
Fax #: 909-793-4801

Quotation

Page 4

Date: 07/25/2022

Quotation No: 26093246

Customer No: 129405

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Authorization for Specialized Services - Laboratory Audit

SOURCE: Public Works

COMMENT: The City's Laboratory is currently accredited through the California State Water Resources Control Board (SWRCB) Environmental Laboratory Accreditation Program (ELAP) to perform water and wastewater analysis. ELAP provides evaluation and accreditation of environmental testing laboratories to ensure the quality of analytical data used for regulatory purposes meets the requirements of the State's drinking water and wastewater programs.

The SWRCB has adopted new regulations to update the ELAP program. The newly adopted regulations include the implementation of the 2016 - National Environmental Laboratory Accreditation Conference Institute (TNI) Standards which commence on January 1, 2024.

The Laboratory is seeking authorization for an outside agency to perform an audit of its current laboratory procedures. The audit will assess the laboratory's ability to perform water and wastewater analysis while meeting nationally defined standards. The audit will also identify any deficiencies the laboratory may have and recommend corrective actions to bring it into compliance with the 2016 TNI Standards.

The laboratory received three quotes for the audit. The quotes are as follows:

International Accreditation Service, Inc. (IAS)	\$6,300
A2LA	\$7,891
Perry Johnson Laboratory Accreditation, Inc.	\$9,725

Staff is requesting authorization to award the laboratory audit to IAS as they have been identified as the company submitting the lowest quote. Expenditure in the amount not to exceed \$6,930, which includes the audit and a ten percent (10%) contingency, will be made available from the Laboratory Operating Budget.

RECOMMENDATION: That City Council:
1. Award the laboratory audit to IAS for a not to exceed amount of \$6,930 which includes the audit and a ten percent (10%) contingency;

Item No. 7.

2. Direct the Finance Director to initiate a Purchase Order to IAS;
and
3. Direct the Finance Director to make payment upon receipt of
an invoice approved by the Public Works Director.

ATTACHMENTS:

1. International Accreditation Service, Inc. Quote
2. A2LA Quote
3. Perry Johnson Laboratory Accreditation, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Quotation for the California Environmental Laboratory Accreditation Program as a Third-party Assessment Agency

Caroline Thomason
Laboratory Superintendent
City of Porterville Laboratory
1265 West Grand Avenue
Porterville, CA 93257
Phone: (559) 782-7510
Certificate No. 1653
Expiration Date 10/31/2023

Dear Caroline,

March 24, 2022

Please find below our quotation for the assessment of your testing laboratories to the California Environmental Laboratory Accreditation Program (ELAP) as a Third-party Assessment Agency. The Assessment will be performed against the requirements of the current California ELAP Regulations, 2016 TNI requirements and the IAS Accreditation requirements for testing laboratories.

ELAP IAS Accreditation Cycle Fees for California-Based Laboratories							
Part I Assessment Services							
Main Lab Assessment Plan		Service Description			Fee Description		
1.0	Assessments - to the current ELAP standard	1.1 Plan assessment 1.2 Document review 1.3 Conduct assessment 1.4 Close deficiencies 1.5 Submit final assessment package to laboratory Note: Lab independently submits ELAP application and assessment package to ELAP			<u>Includes:</u> • Assessment fee (24 months) for each main laboratory • Assessor fees • Travel		
Part II Optional Services							
Service Description					Fee Description		
2.0	2.1 Scope expansion in-between regular assessment				Contact IAS for details		
	2.2 Satellite Laboratory associated with Main Laboratory				Contact IAS for details		
	2.3 "Preliminary" / gap-analysis assessment to TNI-2						
Part III Desired Services / Client Worksheet							
(3.1) ELAP Certificate # Expiry Date	(3.2) What is your Assessment Goal • Current ELAP Regs • TNI-2 (2016)	(3.3) Per ELAP, is your lab Sophisticated	(3.4) Is the lab a Main or Satellite Lab	(3.5) Preliminary Assessment Desired		(3.6) Assessment Desired	
				Target Date	Cost	Target Date?	Cost
1653 10/31/23	TNI-2	Yes	Main	Sept 2022	\$2,000	Jan/Feb 2023	\$5,500
Subtotal:					\$2,000	Subtotal:	\$5,500
Adjustments (if applicable):					-\$200		-\$1,000
Grand Total:					\$6,300		
Notes/Comments:							

- 1.0 Complete the “Application for Onsite Assessment for the Purposes of 2020 California ELAP Accreditation” available [here](#).
- 2.0 Pay IAS as indicated in ‘Fee Description’ above.
- 3.0 Payment Options:
 - 3.1 By check: International Accreditation Service, Inc., 25449 Network Place, Chicago, IL 60673
 - 3.2 By credit card: Please contact Carrie Bivens at: cbivens@iasonline.org for assistance
- 4.0 IAS will then begin the document review and our Assessment Team will contact your organization to establish the timetable for our work with you.
- 5.0 Duration of assessment will depend on the scope of accreditation requested. Typically, it is two days.
- 6.0 Last minute changes to assessment schedules sometimes happen – our policy is to charge a 10□ fee if assessments dates are re-scheduled within 15 days of the agreed-upon date. This allows us to serve all of our clients’ needs fairly.
- 7.0 Detailed information on the IAS accreditation program for environmental testing including is available: [Accreditation Criteria for Testing Laboratories AC89](#)

Please do not hesitate to contact me with any questions. Thank you for your interest in working with IAS.

Kind regards,

Duncan

Duncan Millar

ELAP/TNI Laboratory Accreditation Program

T: 562.556.4922 □ F: 562.699.8031

E: dmillar@iasonline.org

www.iasonline.org

IAF-ILAC-APAC MLA-MRA Signatory

Join these and many other fine organizations as part of the growing IAS family of clients participating in the State of California Water Resources Control Board Environmental Laboratory Accreditation Program:



ELAP Regulation Summary

On May 5, 2020, the State Water Resources Control Board (State Water Board) adopted regulations to update the Environmental Laboratory Accreditation Program (ELAP), which oversees the accreditation of environmental testing laboratories that test drinking water, wastewater discharges, and hazardous waste cleanup sites for compliance with state water quality standards. Under the adopted regulations, laboratories are required to implement “The NELAC Institute” (TNI) Standard, a national accreditation standard for laboratory compliance, which will replace the current, state-specific accreditation standard. Specifically, the regulations incorporate by

reference the 2016 TNI Standard, Volume 1: Management and Technical Requirements for Laboratories Performing Environmental Analysis (2016 TNI Standard), but with two California-specific exceptions to the 2016 TNI Standard regarding proficiency testing. There is a three-year delayed implementation period before laboratories will be required to comply with the 2016 TNI Standard; the effective date of January 1, 2024.

Definition of “Sophisticated Technology”

Initial Statement of Reasons August 2019

Environmental Laboratory Accreditation Program Regulations Title 22, California Code of Regulations

Subsection (r): “Sophisticated Technology” means analytical instruments, detection systems, and/or preparation techniques requiring an advanced level of user understanding including gas chromatography/mass spectrometry (GC/MS), inductively coupled plasma spectrometry (ICP), inductively coupled plasma/mass spectrometry SBDDW-19-ELAP ELAP Regulations August 2019 Initial Statement of Reasons 22 of 91 (ICP/MS), liquid chromatography/mass spectrometry (LC/MS), atomic absorption spectrophotometry (AA), gas chromatography (GC), alpha particle or gamma ray spectrophotometry, electron microscopy (EM), polarized light microscopy (PLM), high pressure performance liquid chromatography (HPLC), bioanalytical assays, advanced molecular methods and other similar instruments or technologies



A Better World Through Accreditation

Request for Quote

Quote Pricing	Not-to-Exceed	Created Date	2/18/2022
Quote Number	00009869	Opportunity Type	Assessment Only
Account Name	City of Porterville Laboratory		
Ship To	291 North Main Street Porterville, CA 93257 United States		

Contact Information

Prepared By	Kash McClure	Contact Name	Caroline Thomason
Email	kmccclure@a2la.org	Phone	559-782-7510
		Email	cthomason@ci.porterville.ca.us

Thank you for contacting A2LA regarding your service needs. We are happy to assist you and thank you for considering A2LA as your service provider. As promised, please find included below, a quote of the costs associated with the services you had requested.

Product	Quantity	Total Price
Assessment Total Hours	12.00	\$1,920.00
Preparation Hours	6.00	\$960.00
Report Hours	2.00	\$320.00
Grand Total		\$3,200.00

***This quote is based on the updated A2LA rates/fees implemented as of October 18, 2021 and is valid for six (6) months. However, fees are subject to change without notice and will be applied at the applicable rate at the time of service. Travel expenses (e.g., hotel, economy class airfare, car rental, etc.) will be invoiced as incurred with no mark-up by A2LA. If your organization requires compliance with special travel requirements, please notify A2LA at least 30 days in advance of performance of service.**

****Any taxes levied by the applicant's taxing authority are to be paid by the applicant in addition to the amounts billed by A2LA for services and expenses**

Our goal at A2LA is to provide you with excellent customer service, rapid turn-around times, and helpful, knowledgeable, and courteous staff. Please review this information and let us know if you have any questions.

Please reference the quote number listed above on all correspondence with A2LA to ensure speedy processing. If you require a formal contract, please reach out to solicitations@A2LA.org. Purchase orders may be submitted to po@A2LA.org.



A Better World Through Accreditation

All organizations are required to pay the costs, in full, prior to receiving any final accreditation certificates.

Thank you again for reaching out to A2LA. We look forward to hearing from you and discussing the next steps.



A Better World Through Accreditation

Request for Quote

Quote Pricing	Not-to-Exceed	Created Date	2/18/2022
Quote Number	00009868	Opportunity Type	Assessment Only
Account Name	City of Porterville Laboratory		
Ship To	291 North Main Street Porterville, CA 93257 United States		

Contact Information

Prepared By	Kash McClure	Contact Name	Caroline Thomason
Email	kmccclure@a2la.org	Phone	559-782-7510
		Email	cthomason@ci.porterville.ca.us

Thank you for contacting A2LA regarding your service needs. We are happy to assist you and thank you for considering A2LA as your service provider. As promised, please find included below, a quote of the costs associated with the services you had requested.

Product	Quantity	Total Price
Assessment Total Hours	8.00	\$1,280.00
Preparation Hours	6.00	\$960.00
Report Hours	2.00	\$320.00
Travel Expenses	1.00	\$1,331.00
Travel Hours	10.00	\$800.00
Grand Total		\$4,691.00

***This quote is based on the updated A2LA rates/fees implemented as of October 18, 2021 and is valid for six (6) months. However, fees are subject to change without notice and will be applied at the applicable rate at the time of service. Travel expenses (e.g., hotel, economy class airfare, car rental, etc.) will be invoiced as incurred with no mark-up by A2LA. If your organization requires compliance with special travel requirements, please notify A2LA at least 30 days in advance of performance of service.**

****Any taxes levied by the applicant's taxing authority are to be paid by the applicant in addition to the amounts billed by A2LA for services and expenses**

Our goal at A2LA is to provide you with excellent customer service, rapid turn-around times, and helpful, knowledgeable, and courteous staff. Please review this information and let us know if you have any questions.

Please reference the quote number listed above on all correspondence with A2LA to ensure speedy processing. If you require a formal contract, please reach out to solicitations@A2LA.org. Purchase orders may be submitted to po@A2LA.org.



A Better World Through Accreditation

All organizations are required to pay the costs, in full, prior to receiving any final accreditation certificates.

Thank you again for reaching out to A2LA. We look forward to hearing from you and discussing the next steps.

Perry Johnson Laboratory Accreditation, Inc.

AGREEMENT FOR ACCREDITATION SERVICES

This is an Agreement, dated March 1, 2022 between Perry Johnson Laboratory Accreditation, Inc. (PJLA), a Michigan corporation, and **City of Porterville Laboratory** (Organization) located at:

**1265 West Grand Ave
Porterville, CA 93257**

1 General

PJLA agrees to provide Organization Accreditation Services, in accordance with the terms and conditions of this Agreement as well as documents that may, from time to time, be referred to elsewhere herein, in return for Organization payment of Fees as set forth in the Schedule of Fees specified and attached hereto as Appendix A.

2 References

2.1 Applicable ISO Standards, National Standards, Government/Regulatory Body Standards

3 Responsibilities of PJLA

As a party to this Agreement, PJLA agrees to provide Accreditation Services in accordance with requirements of the CA ELAP program.

4 Responsibilities of Organization

As a party to this Agreement, Organization agrees:

- 4.0 To provide PJLA with all documents, information, facilities, and other assistance that may be required to enable PJLA to carry out its responsibilities under this Agreement, and
- 4.1 Faithfully make all cost payments required under the terms of this Agreement.
- 4.2 Deliver to PJLA: specified documentation 30 days prior to the accreditation assessment. Failure to do so will jeopardize the scheduling of the assessment.

5 Organization System

- 5.1 Organization hereby warrants and covenants with PJLA that it will at all times, during the term of this Agreement, comply with all reasonable requirements necessary for the issuance of the Certificate of Accreditation. This includes, but is not necessarily limited to:
 - a) Relevant and specified standards or combination of standards or documents referenced by the Certificate(s) of Accreditation and associated documents
 - b) All statutes, rules, or regulations issued by any statutory or other competent authority
 - c) Such other reasonable requirements as PJLA may reasonably find necessary to enable the Certificate of Accreditation to be issued and maintained in force in conformity with high quality standards.

- 5.2 Organization hereby warrants the completeness and accuracy of all documents and information supplied to P□LA, during the term of this Agreement, for the purposes of this Agreement.

6 Payment Terms

- 6.1 Schedule of Fees: Appendix A hereto, sets forth the basic charges for the services required by Organization (□Schedule of Fees□). Organization agrees that the charges are based on the assumption that the information supplied to P□LA by Organization is accurate and complete. Organization agrees that P□LA may amend the Schedule of Fees to reflect the actual activities P□LA carries out, in accordance with its prevailing rate structure and the actual conditions encountered.
- 6.1.1 Initial Payment: Upon executing a contract with P□LA, Organization agrees to pay an initial deposit payment of 20□ (see Appendix A) to P□LA. This fee is non-refundable and will be credited against the Accreditation Assessment.
- 6.2 Adjustments to Charges: P□LA reserves the right to review its charges on an annual basis and to adjust its charges by no more than five percent (5□) per year.
- 6.3 Travel and Living Expenses, if any, are reimbursed by Organization to P□LA upon receipt of reasonable documentary evidence.
- 6.4 Postponement or Cancellation: If Organization postpones or cancels any scheduled activity as listed in Appendix A within 21 days from the first day of the agreed assessment dates, P□LA will charge a fee equal to the greater of 50□ of the quoted Assessment Fee, or one day at the Per-Day rate applicable at that time, PLUS the cost, at the prevailing Per-Day rate, of any work performed to date, PLUS any non-recoverable travel expenses incurred. These charges are not credited against any subsequent charges incurred by Organization.
- 6.5 Payment is due upon receipt of the invoice.
- 6.6 Certificates of Accreditation are not issued until all incurred and accrued charges are paid to P□LA by Organization.

7 Liability

- 7.1 P□LA shall not be liable for any loss or damage sustained by any person due to any act of omission or error during the performance of services by P□LA under the terms of this Agreement.
- 7.2 The Organization and P□LA shall maintain at all times insurance, including workers compensation insurance, sufficient to cover all liability that may result from activities conducted under this Agreement. P□LA may require proof of such insurance either before undertaking its responsibilities under this Agreement, or at any time thereafter.

8 Indemnity

- 8.1 The Organization agrees that P□LA is not liable for any claims, costs, actions, and/or demands arising from this Agreement or the activities conducted thereunder, except as provided in 8.2 below. This includes, but is not limited to:
- a) Services provided by P□LA□

- b) Use or misuse by the Organization of any certificate, license, symbol of authority, or imprimatur provided by P $\square$ LA under this Agreement as applicable
- c) Any breach of this Agreement.

8.2 The Organization shall not be liable for any claims, costs, actions, and/or demands arising from personal injuries or injuries to property suffered by P $\square$ LA employees in the performance of this Agreement.

9 Termination

Either party may terminate this Agreement:

9.1 By Notice: The Organization may terminate this agreement with 90 days written notice

9.2 By Default:

- a) Immediately, upon either party being notified by the other of any material breach of this Agreement, including those conditions detailed in the SOP-11, "Suspension, $\square$ ithdrawal or Reduction of Accreditation Procedure.
- b) If Organization ceases business whether in whole or in part.

10 Miscellaneous Provisions

10.1 Force Majeure --- P $\square$ LA shall not be liable in any respect should it be prevented from discharging any of its obligations hereunder as a result of any matter beyond its control which could not be reasonably foreseen.

10.2 Law --- This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan.

10.3 $\square$ aiver --- The failure of either party to enforce any right accruing under this Agreement shall not be construed as a waiver of a subsequent right of such party to enforce the same or any other right, term, or condition.

10.4 Notices --- All notices given pursuant to this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, addressed

- a) if to P $\square$ LA, to: President
Perry $\square$ ohnson Laboratory Accreditation, Inc.
755 Big Beaver Rd, Suite 1325
Troy, MI 48084.

- b) if to Organization, to: _____

10.5 Severability --- Should any provision of this Agreement be determined to be invalid or unenforceable, it shall be adjusted so as to best reflect the intent of the Parties to the maximum extent possible, and the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

10.6 Entire Agreement --- This Agreement is the entire understanding between the Parties with respect to the subject matter hereof and may only be modified by written agreement.

- 10.7 Use of Contractors --- The Organization hereby acknowledges that P_{LA} may use external resources, including contracted assessors, to provide accreditation services to the Organization and consents to the use of said external resources. P_{LA} shall take responsibility for the activities of all external resources, including contracted assessors.
- 10.8 Employment --- Organization agrees not to hire any P_{LA} assessor performing assessment services at any of its facilities for one year after completing said services. Should the Organization violate this restriction, it must pay P_{LA} \$100,000 in liquidated damages.
- 10.9 Disclaimer --. P_{LA} only agrees to assess the Organization's System for conformance to standards or combination of standards: as reference in Appendix A. P_{LA} makes no claim or assertion that the Organization's System will continue to comply with standards or combination of standards as referenced in Appendix A. It is incumbent upon the Organization to continue to follow the standards or combination of standards as referenced in Appendix A. P_{LA} has no role in its continued implementation.
- 10.10 Confidentiality --- P_{LA} agrees to maintain strict confidentiality regarding all information gained from organizations from the time they first express interest in PJLA's services, with the exception of regulatory or government accreditation programs that require P_{LA} to notify them of the results of assessments, disputes and/appeals, accreditation status or any apparent or potential breach of any rule, regulation, statute, or ordinance P_{LA} may detect during the course of such specific assessments.

FOR PERRY ONSON LABORATORY ACCREDITATION, INC.:



President

FOR ORGANIZATION:

Organization's Signature

Name (please print): _____

Title: _____

Date: _____

Appendix A
Schedule of Fees for CA EAP CA EAP TNI E Minus 2

City of Porterville Laboratory

Preliminary Assessment- On-Site 1.0 day @ \$1500.00/day \$1500.00

Travel Not to Exceed \$1100.00

Reassessment -On-Site: 2.5 days @ \$1500.00/day \$3750.00

Reassessment- Off-Site: 1.25 days @ \$1500.00/day \$1875.00

(Includes contract and document review, preparation, report and response, follow up and close)

Travel Not to Exceed \$1500.00

Total Cost \$9725.00 (does not include assessor expenses)

\$1425.00 is payable upon acceptance of the agreement. This fee is non-refundable and will be credited against the Reassessment.

Tentative Dates for Preliminary Assessment:
(to be completed by Organization)

Tentative Dates for Reassessment:
(to be completed by Organization)

Authorized Customer Signature for Appendix A: _____

Customer Name (print): _____

Title: _____

Date: _____



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Authorization to Negotiate a Contract Renewal with 2X Promotions for Off-Highway Vehicle Park Management Services

SOURCE: Parks and Leisure Services

COMMENT: City Council authorized 2X Promotions to manage the City's Off-Highway Vehicle (OHV) Park operations since the 2019-2020 Fiscal Year. Previous to signing the contract to manage the facility, 2X Promotions had held competitive races at the OHV Park since 2013. The current Agreement states that 2X Promotions shall open the OHV Park to the public for a minimum of two days per week, excluding major holiday weekends and when inclement weather inhibits the facility from being open. 2X Promotions is to procure and maintain in force throughout the term insurance policies insuring the Operator and the City against public liability and property damage in amounts required by the City. The City will provide funding assistance for the insurance to the extent that funding is available through the State OHV Park grant.

City staff was recently successful in once again receiving a State OHV Park grant award for the 2022-2023 Fiscal Year for \$98,405, with a local match requirement of \$34,634. The grants program supports the planning, acquisition, development, maintenance, administration, operation, enforcement, restoration, and conservation of trails and other facilities associated with the use of off-highway motor vehicles, and programs involving off-highway motor vehicle safety or education. Contractual management services is an eligible expense covered in the grant.

The Parks and Leisure Services Commission and City staff recommend the Council authorize the renewal of the contract for an additional twelve-month term in alignment to the State grant funding cycle, with 2X Promotions to again manage the OHV Park.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate an OHV Park management services contract with 2X Promotions with the condition that the revenue generated by the OHV Park for the City support the local match of \$34,634 required by the State OHV grant; and
2. Authorize the Mayor to sign all contract documents when completed.

ATTACHMENTS: 1. Draft Porterville OHV Park License Agreement

2. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**PORTERVILLE OHV PARK LICENSE AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND 2X PROMOTIONS**

THIS AGREEMENT, entered into at Porterville, California, by and between the CITY OF PORTERVILLE, a Municipal Corporation of the State of California, hereinafter called "City," and 2X Promotions, hereinafter called "Operator."

RECITALS

WHEREAS, the City is the owner of an OHV Park located within the City of Porterville and known generally as the Porterville OHV Park; and

WHEREAS, in the operation of said OHV Park, the City desires to make available public weekday and weekend recreational riding, races, and other services related to an OHV Park; and

WHEREAS, Operator desires to undertake and to perform the services set forth above and other services as hereinafter set forth;

NOW, **THEREFORE**, it is agreed between the parties hereto as follows:

1. **Operator's Obligations.** The City grants to Operator, and Operator hereby accepts, the following exclusive License pertaining to the Porterville OHV Park, with accompanying obligations:
 - a. Operator shall perform those duties required of the manager of said OHV Park, as prescribed in this Agreement.
 - b. Operator shall instill and maintain a positive customer service and people oriented approach to the operation of the OHV Park.
 - c. Operator is to provide from time to time, recommendations to the City regarding any suggested adjustments to the existing OHV Park that will enhance both ridership and revenue.
 - d. Operator shall be responsible for marketing and promoting the OHV Park.
 - e. Operator is to maintain regular communications with the City's Parks and Leisure Services Administration Office regarding all operations and evaluation of all programs.
 - f. Operator shall conduct activities under this Agreement in manners that respect the goals of the City to achieve fiscal sustainability of the OHV Park.
 - g. Operator shall assume responsibility, and relieve the City of all liability for any damages or personal injuries incurred, resulting from the operation of the OHV Park and/or the condition of the OHV Park property.

All of the above specified uses hereby granted under the terms of this Agreement shall be permitted, carried on and exercised at locations approved by the City Manager of the City of Porterville, or his designated representative, and at no other location other than the

Porterville OHV Park.

2. **Term.** The term of this Agreement shall commence on September 1, 2022, and expire August 31, 2023. At the end of the term, provided that Operator is not in default, and further provided that the Porterville City Council is satisfied with Operator's performance up to that time, the parties may agree to extend the terms of this agreement for an additional one (1) year. This Agreement may be subject to the termination provisions set forth in Porterville City Charter Section 68 and /or Section 25 of this Agreement.
3. **Rules and Regulations.** Operator agrees to exercise all rights herein granted subject to, and in accordance with, the rules and regulations of the Porterville City Council that are now, or may hereafter be, in effect; and the City Manager, or his designated representative, shall provide supervisory control, direction, and enforcement of such rules, regulations, and other terms and conditions of this Agreement, on behalf of the City of Porterville. Facility rules are subject to final approval by the City. The rules and regulations to be enforced at the OHV Park, by Operator, include, but are not limited to the following:
 - Riders must register and only registered riders may ride.
 - All riders must wear proper safety gear (including helmet, boots and eye protection) at all times.
 - Alcohol, drugs and weapons are strictly prohibited.
 - No riding will be permitted outside the posted hours of track operations.
 - Riding to and from pit area permitted in 1st gear only.
 - All dogs must be kept on a leash at all times.
 - Riders and guests that break any rules will be asked to leave and will not be entitled to refunds of any fees.
4. **Condition of Premises.** At the end of the term of this Agreement, or at its earlier termination for any reason whatsoever, Operator agrees, at its expense, to restore said premises to a condition satisfactory to the City of Porterville.
5. **No Transfer or Assignment.** This Agreement is personal to Operator and is not assignable. Any attempt to transfer or assign this Agreement shall terminate it.
6. **Permits and Regulations.** Operator shall be responsible for securing any required approvals, permits and authorizations from any Federal, State or local agencies and shall comply with all applicable laws and regulations.
7. **Default.** In the event the Operator fails to comply with any of the material terms of this Agreement, in addition to any and all other remedies available under the law, this Agreement may be revoked by the City, upon the Operator's receipt of written notice of the violation to the parties and its failure to cure within ten (10) days. More time may be granted for the cure of any violations if agreed to in writing by the parties.

8. Alteration in Writing. This Agreement supersedes any and all prior understandings and Agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No alteration or variation of this Agreement shall be valid unless made in writing and signed by City and Operator.

9. Insurance. City shall provide funding assistance for insurance to the extent funding is available and authorized for that purpose through the California State Parks OHV Grants and Cooperative Agreements program. Operator agrees to procure and maintain in force throughout the term of this Agreement insurance policies insuring Operator and the City against public liability and property damage in the following minimum amounts, to wit:

- a. Comprehensive form of commercial general liability insurance, personal injury liability and property damage, and naming the City of Porterville, its officers, employees, agents and assigns, as additional insured, in at least the following amounts:
 - i. Bodily insurance, including death to one or more persons, each occurrence: \$3,000,000.00 per occurrence. Prior to commencement of the term of this Agreement, Operator shall provide City with an original Certificate of Insurance, together with a signed endorsement naming the City as additional insured and acknowledging that thirty (30) days written notice of cancellation or material change shall be given City.
- b. Workers' compensation insurance, conforming to all applicable statutory limits, and covering all employees of Operator.

All insurance shall be carried with insurance companies having a Best rating of not less than A:VII, and which are admitted and authorized to do business in the State of California by the Insurance Commissioner of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried, shall be deposited with the City Clerk of the City immediately upon the execution of this Agreement. Should the required insurance coverage, for any reason whatsoever, be canceled, the insurer is required to provide the City with thirty (30) days notice of such cancellation.

Upon the Termination of this Lease Agreement or vacation of the premises, Operator shall at Operator's sole expense and in compliance with all applicable Federal, State and local statutes, ordinances, regulations, rules, orders and other laws, remove all Hazardous Substances used, stored or otherwise brought onto the premises by Operator or its employees, contractors, agents, customers, invitees and licenses. Operator shall provide City with copies of all records relating to any Hazardous Substances that are required to be maintained by any applicable Federal, State and local statutes, ordinances, regulations, rules, orders or other laws.

Operator shall indemnify, protect, defend and hold harmless and reimburse City from and

against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or investigations or remediation cost ("Environmental Cost") arising from contamination of the premises or of any Hazardous Substances in, on or under the premises which is caused by Hazardous Substances handled, stored, used or otherwise brought onto, or transported to or from, the premises, by Operator or any of Operator's employees, contractors, agents, customers, invitees and licensees. This indemnity shall survive the termination of this Agreement.

"Hazardous Substances" shall mean, and apply to the premises only to the extent required by law: (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substance Control Act, 15 U.S.C., Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in any similar Federal, State or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable Federal, State, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

10. Indemnification. To the fullest extent permitted by law, Operator shall indemnify, defend, and hold harmless City, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement or the condition of the property including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, except where and to the extent caused by the sole negligence or willful misconduct of the City. The provisions of this Section are not limited by the provisions of Section 9 relating to insurance.

11. Premises/Site Improvements. Operator warrants that he has inspected the premises and accepts them in their present condition and "as is". Operator may from time to time, at his own cost and expense, make alterations to the premises. All improvements will be subject to prior written approval by the City and in compliance with all Federal, State, or local laws and

regulations. All improvements become the property of the City of Porterville.

12. Compensation. The Operator is to receive \$500 per operating day that the OHV Park is open, and exclusive right to operate and manage the OHV Park. In addition, Operator agrees to pay City 50% of total revenue per operating day that the OHV Park is open. Operator must submit paperwork needed to generate monthly invoice by the 10th of the month. The City will generate the invoice and send to the Operator by the 20th of the month. Operator must in turn submit payment by the final day of the month. If payment is not received by the final day of the month a 5% late fee will be assessed. Private group rental requests will be negotiated on a case by case basis.

Operator is not an employee of the City of Porterville, and is therefore ineligible for vacation, sick leave or retirement benefits that may now, or hereafter, be available to employees of the City of Porterville. However, Operator will continue to receive the basic consideration as set forth above, although Operator's absence from the premises may occur from time to time for reason of sickness or vacation. Notice of OHV Park closure for any circumstance shall be given in advance to the Parks and Leisure Services Director.

13. Business License. Prior to conducting any business as contemplated herein, and at all times during the term of this Agreement, Operator shall secure a business license from the City of Porterville and provide proof of such license to the Parks and Leisure Services Director.

14. Days of Operations. Operator agrees that the OHV Park shall be open a minimum of two (2) days a week, and/or to the extent funding is available and authorized for that purpose through the California State Parks OHV Grants and Cooperative Agreements program, except for major holiday weekends. The Operator shall have the discretion to close the OHV Park due to inclement weather. City reserves the right to utilize the OHV Park one (1) Saturday per year for the Annual Freedom Fest, July 3, 2021.

15. Facility Maintenance. City shall provide funding assistance for facility maintenance and repairs to the extent funding is available and authorized for that purpose through the California State Parks OHV Grants and Cooperative Agreements program. The Operator will be solely responsible for all maintenance and repairs beyond the grant budget including, but not limited to, the park, park tracks, buildings, fences and structures. Additional buildings, recreational areas, parking, landscaping or any site improvements made by the Operator will be solely the responsibility of the Operator to maintain and repair. The track shall operate in accordance with applicable noise laws.

16. Facility Equipment. City shall provide funding assistance for care and maintenance of this equipment and fuel, to the extent funding is available and authorized for that purpose through the California State Parks OHV Grants and Cooperative Agreements program. The Operator will be solely responsible for the proper use, care and maintenance of the equipment, and expenses therein, beyond the grant budget. All operation of the equipment shall be by properly trained and authorized personnel. Other than for maintenance or repair, the equipment shall remain on premises. Any additional equipment needed for

operations at the OHV Park must be provided by, maintained and repaired by the Operator.

17. Utilities. City shall provide funding assistance for utility costs to the extent funding is available and authorized for that purpose through the California State Parks OHV Grants and Cooperative Agreements program. Operator will be solely responsible, beyond the grant budget, for all utilities including but not limited to water, electric, gas, sewer and refuse. Pipelines, conduit or any other improvements that may be needed to connect to or bring additional utilities or services to the leased premises are the responsibility of the Operator and must be done with prior written approval by the City and in accordance with all applicable laws. City shall have access to easements/sewer lines that may require repair etc.

18. Best Management Practices. Operation, construction and maintenance of the OHV Park will comply with best management practices and all applicable Federal, State and local regulations and requirements. Tracks will be groomed prior to the opening of the facility to riders. Tracks will be monitored and inspected frequently. If unsafe conditions are detected on any track, the track will be closed and repairs shall be initiated immediately. Tracks will be watered as needed to control dust. All associated facilities shall be maintained in a safe and clean condition including parking areas and entry roads. The operator shall comply with current City watering schedules to fulfill State mandated requirements.

19. Independent Contractor. With respect to the performance of the duties and obligations arising under this Agreement, it is mutually understood and agreed that Operator will be acting as an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create a partnership, an employer/employee relationship, a joint venture relationship, or any other relationship between Operator and the City.

20. Contractor Non-Discrimination. In the performance of this work, the successful contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, gender, national origin or ancestry, sexual orientation, or religion of such persons.

21. Reporting. The operator will be responsible for keeping the City apprised of all activities at the OHV Park. The City shall require the Operator to submit daily activity report forms, timesheets, and rider consent forms by the 10th day of the month to fulfill grant obligations.

22. Additional Duties. It is contemplated by the parties herein that from time to time there may be required of Operator additional duties not herein specifically set forth. In that event, it is agreed that this Agreement shall be supplemented.

23. Audit. The City shall have the option of inspecting and/or auditing all records and other written materials used by the Operator. Operator shall be responsible for all taxes, assessments, or fees levied by any government entity.

24. Annual Evaluation. This Agreement shall be reviewed annually. Operator's performance may also be evaluated annually.

25. Notice of Termination. Notwithstanding any provision of this Agreement to the contrary, the Agreement may be terminated by either party, without cause, by giving the other party thirty (30) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested, addressed as follows:

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

OPERATOR: 2X Promotions
Porterville OHV Park
2701 W. Scranton Ave.
Porterville, CA 93257

With copies to: Director of Department of Parks & Leisure Services
City of Porterville
291 N. Main Street
Porterville, CA 93257

Notwithstanding the foregoing, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party, in the manner set forth herein.

26. Equal Opportunity. Neither Operator, nor any agent, servant, or employee of Operator shall willfully discriminate against any employee or patron of the Porterville OHV Park on any facilities related thereto, and all patrons, ancestry, sex, national origin, local custom, habit, or sexual orientation. Violation by Operator of this provision of the State Fair Employment Practices Act shall be cause to terminate this Agreement.

27. Attorney's Fees. If any legal action, arbitration or other proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover its actual reasonable Attorney's fees and costs, in addition to other costs incurred in such action, arbitration or proceeding, reimbursement of fees advanced in the event of arbitration, and other relief to which it may be entitled.

28. Possessory Interest Taxes. Operator shall be solely responsible for any possessory interest taxes applicable at the OHV Park during the term of this Agreement.

29. Miscellaneous. This Agreement is entered into and is to be performed in Tulare County, California. The parties have been given the opportunity to have legal counsel review this Agreement. Each individual represents and warrants that he or she is duly authorized to execute

this Agreement on his or her respective party's behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ of _____, 2022.

2X PROMOTIONS

Myron Short

CITY OF PORTERVILLE

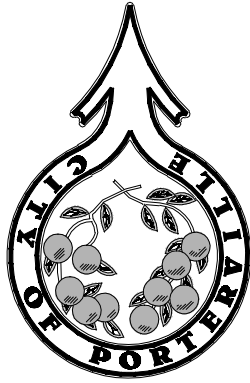
Martha A. Flores, Mayor

ATTEST:

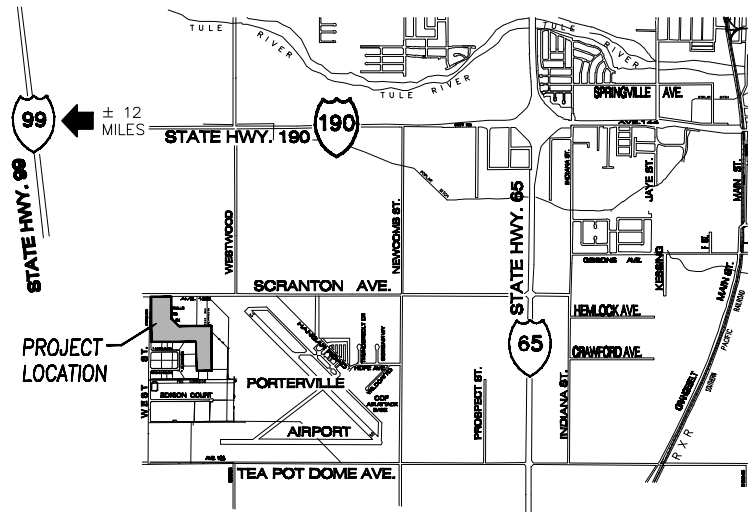
APPROVED AS TO FORM

John D. Lollis, City Clerk

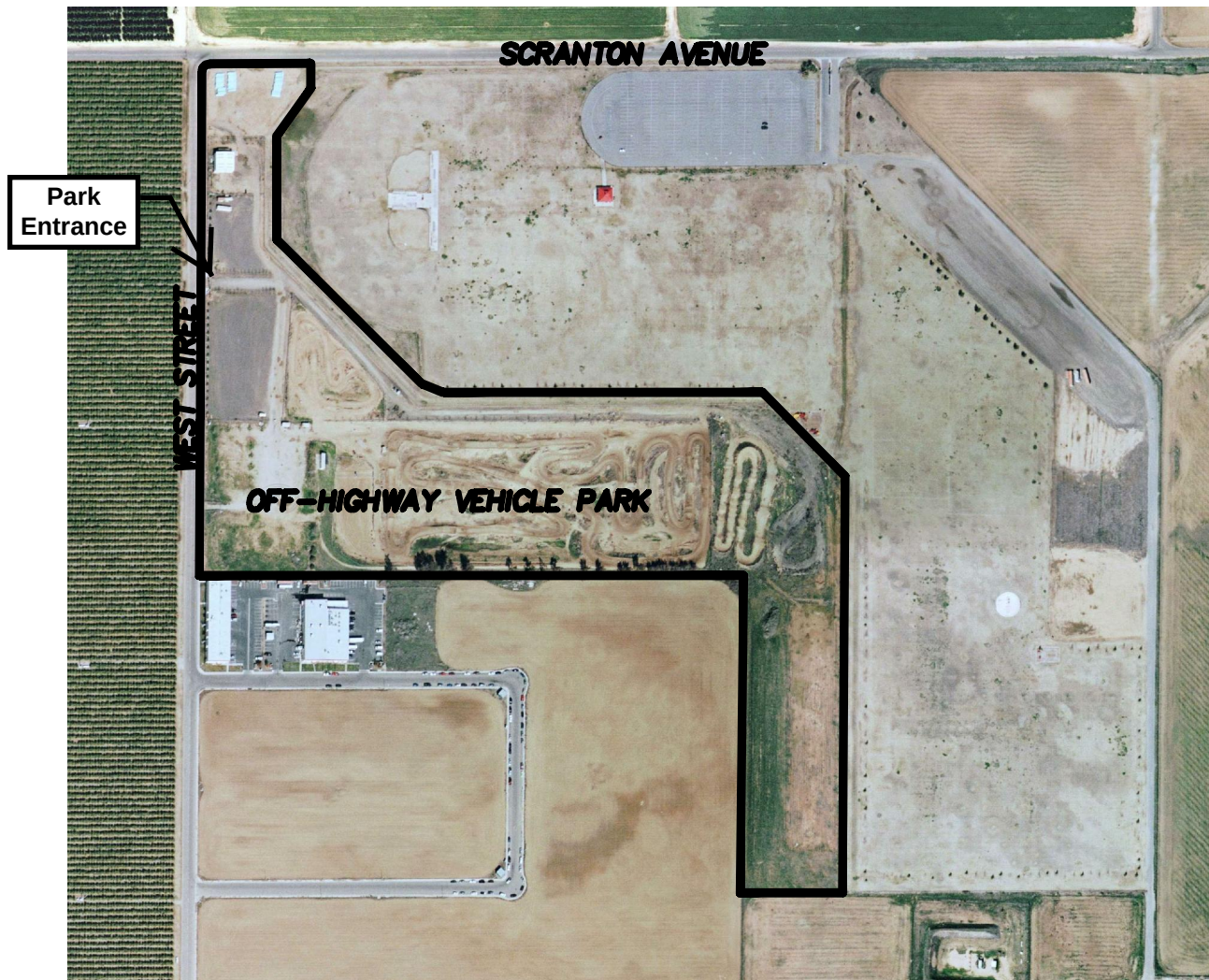
Julia M. Lew, City Attorney



SCALE 1" = 500'



VICINITY MAP (no scale)



AERIAL MAP

CITY OF PORTERVILLE
ENGINEERING DIVISION

LOCATOR MAP

CITY ENGINEER

06-15-09

DATE

REV.



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Final Ballot Results - Area 479A Sewer Utility District

SOURCE: Engineering and Project Management

COMMENT:

This report is a follow-up to the Area 479A Sewer Utility District Public Hearing held on August 2, 2022. At the Public Hearing, staff requested for the Hearing to be open and tabulate the votes the following day. Staff also requested that the results be presented to the City Council at its meeting of August 16, 2022.

The votes were subsequently tabulated and certified. Tabulation indicates 45.7% of the property owners voted (101 votes), of those 92.08% (93 votes) of the ballots received voted in favor of forming the Sewer Utility District; 7.92% (8 votes) of the ballots received voted against formation of the Sewer Utility District. Three ballots were excluded as they were not completed by legal property owners, and no duplicates were received. The Council may now consider the attached Resolution approving the formation of the Sewer Utility District and the levying of the assessment.

RECOMMENDATION: That City Council accept the voting results for Area 479A Sewer Utility District and adopt the draft Resolution approving the Formation of Sewer Utility District No. 479A.

ATTACHMENTS:

1. Ballot Certification
2. Draft Resolution
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
ANNEXATION AREA 479A SEWER UTILITY DISTRICT
INTENT TO CREATE SEWER UTILITY DISTRICT

BALLOT TABULATION RESULTS

Total of Valid Ballots Received	Total "Yes" Ballots	Total "No" Ballots
No. of Ballots <u>101</u>	No. of Ballots <u>93</u>	No. of Ballots <u>8</u>
	AYES 92.08%	NAYS 4.40%

In addition, 3 ballots received were invalid due to:

___ Ballot vote not marked / could not be determined

___ Ballot not signed

3 Not signed by property owner/s

Ballots Tabulated By:


Signature

Fernando Gabriel-Moraga

Print Name

Deputy City Clerk

Title

8/3/2022

Date

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE FORMATION OF
ISLAND ANNEXATION AREA 479A
SEWER UTILITY DISTRICT AND 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: 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: the public hearing has been held and the ballots from the proceeding have been tabulated; and

WHEREAS: the property owners within the proposed District have approved, via ballots cast at the end of the Public Hearing held August 2, 2022, with tabulation of said ballots continued to August 3, 2022;

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

1. Approves 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. Authorizes the levying of the assessment based on the final cost of actual construction to install sewer mains, laterals, manholes, trench pavement, etc.;
3. Authorizes 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. The City Council authorizes the execution and transmittal of all documents necessary to effect the payment schedule through the Tulare County Assessor's Office; and
4. Hereby proclaims that property owners may, via an agreement with the City, decline to participate in the Sewer Utility District and pay all connection fees based on the City's Exhibit "H", "Connection Fees" schedule and the cost of the lateral upon request to connect. Sewer lateral costs shall be per actual construction costs adjusted 3% annually.

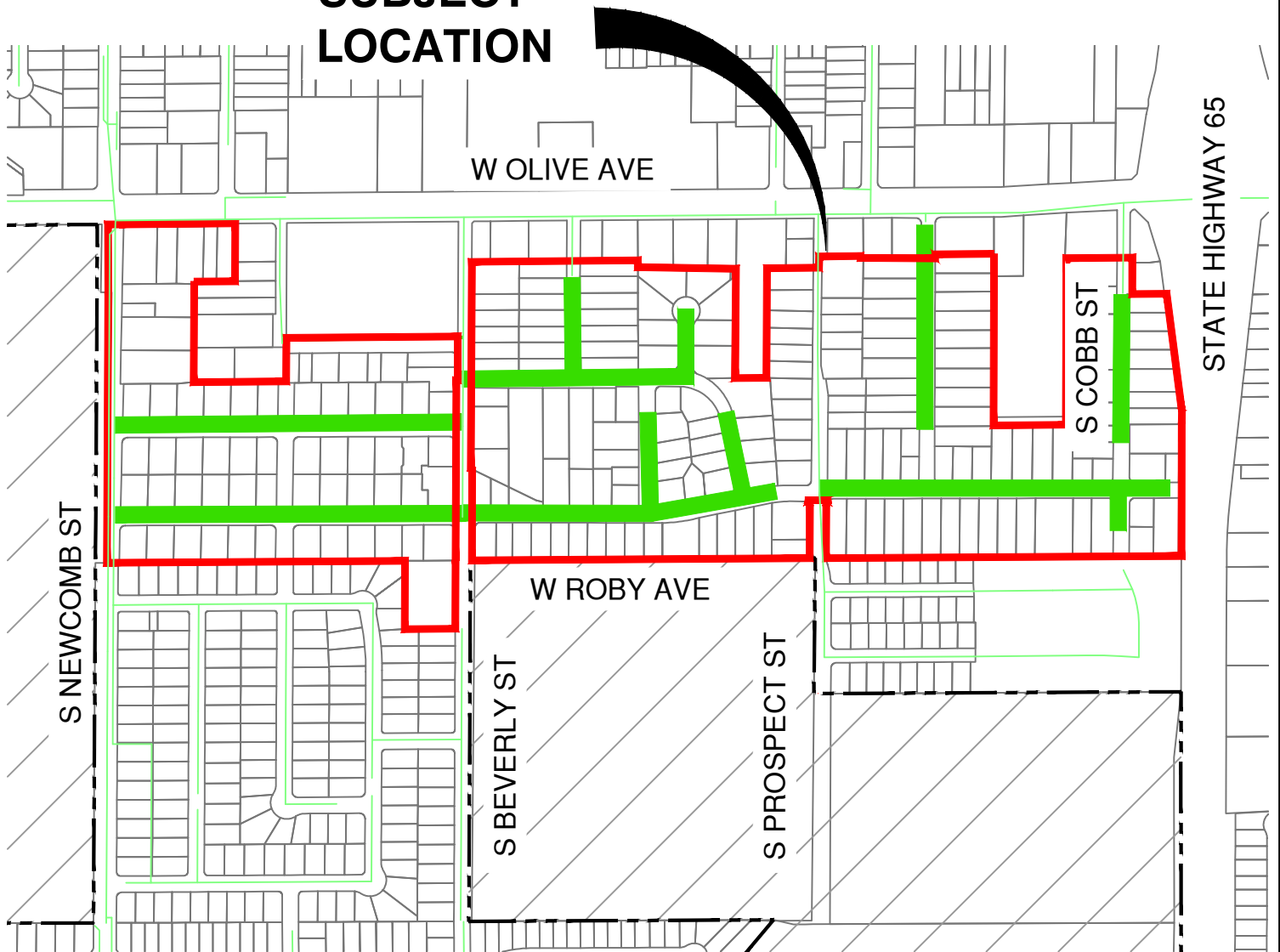
PASSED, APPROVED and ADOPTED this 16th day of August, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

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



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT:

Amendment to Employee Pay & Benefit Plan - Porterville City Employees Association

SOURCE:

Administrative Services

COMMENT:

Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville City Employees Association ("PCEA"). City representatives and PCEA have reached an agreement, and a written Memorandum of Understanding ("MOU") has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION:

That the City Council:

1. Adopt the draft Resolution amending the Employee Pay & Benefit Plan concerning the Porterville City Employees Association; and
2. Authorize staff to amend the Employee Pay & Benefit Plan and any other documents to effect said change.

ATTACHMENTS:

1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO PORTERVILLE CITY EMPLOYEES ASSOCIATION

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville City Employees Association ("PCEA") for the period from July 1, 2022, until June 30, 2025, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. Term:
The term of the Memorandum of Understanding shall be three (3) years, from July 1, 2022 through June 30, 2025.

II. Salary:
Effective July 1, 2022, PCEA employees shall receive a five percent (5%) salary increase.

Effective July 1, 2023, PCEA employees shall receive a two percent (2%) salary increase.

Effective July 1, 2024, PCEA employees shall receive a two percent (2%) salary increase.

III. Adjustments to Position Pay Plan

In recognition of the added training and knowledge required to maintain the City's growing fleet of electric vehicles, effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, salaries for the following positions shall be adjusted as follows:

<u>Mechanic Assistant:</u>	From Range 147 to Range 152
<u>Mechanic I:</u>	From Range 160 to Range 165
<u>Mechanic II:</u>	From Range 173 to Range 178

IV. Employee Service Awards:

Effective June 1, 2022, the Employee Service Awards section of the City of Porterville Employee Pay & Benefit Plan (Section III (P)), shall be amended as follows:

In an effort to retain and reward existing employees for their loyal continuous service, and to effectively attract and recruit new employees to the City of Porterville, all regular full-time employees, including provisional employees, and part-time employees who work 1560 hours or more annually, shall be eligible to receive Employee Service Awards for continuous years of service to the City of Porterville, as follows:

<u>Years of Continuous Service</u>	<u>Award Amount</u>
5	\$5,000
10	\$5,000
15	\$5,000
20	\$5,000
25	\$5,000
30	\$5,000

Payments shall be made to employee during the quarter during which the employee's anniversary date falls, in five year increments as identified above. Employee must work the full five year increment to be eligible for said pay.

Only continuous, uninterrupted service with the City of Porterville is eligible for award. Should an employee leave the service of the City of Porterville and then subsequently return, the employee's years of service shall reset to zero.

Service as a probationary employee and/or provisional employee is eligible. Part-time employees who work twelve (12) months per year, for a minimum of 1560 hours annually in consecutive years for continuous years of service are eligible.

Employees with at least five (5) continuous years and up to thirty (30) continuous years of service with the City of Porterville as of the date that this Memorandum of Understanding is fully executed and officially accepted, will be acknowledged and

eligible to receive their Employee Service Award effective the pay-period after the MOU is fully executed and officially accepted, or as soon thereafter as possible.

Subsequent to the initial payments made pursuant to this amended Employee Service Award benefit, payments shall be made on a quarterly basis as defined herein.

- V. Holidays:
Effective immediately, Section III (F) of the Employees Pay & Benefit Plan shall be amended to add Martin Luther King Day as a recognized municipal holiday for which city offices shall be closed.
- VI. 2025/2026 Negotiations:
Labor negotiations for the 2025/2026 Fiscal Year shall begin no later than March 1, 2025.
- VII. Statement of Continuing Benefits and Working Conditions:
All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PCEA.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Amendment to Employee Pay & Benefit Plan - Public Safety Support Unit

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Public Safety Support Unit (PSSU). City representatives and PSSU have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to Public Safety Support Unit employees, and any other documents as may be necessary to document the negotiated changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO PUBLIC SAFETY SUPPORT UNIT

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Public Safety Support Unit for the period from July 1, 2022, until June 30, 2025, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

- I. Term:
The term of the Memorandum of Understanding shall be three (3) years, from July 1, 2022 through June 30, 2025.
- II. Salary:
Effective July 1, 2022, PSSU employees shall receive a five percent (5%) salary increase.

Effective July 1, 2023, PSSU employees shall receive a two percent (2%) salary increase.

Effective July 1, 2024, PSSU employees shall receive a two percent (2%) salary increase.

III. Adjustments to Position Pay Plan

In an ongoing effort to attain internal parity for positions with like responsibilities, effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, salary for the following position shall be adjusted as follows:

Live Release Coordinator: From Range 154 to Range 164

IV. Employee Service Awards:

Effective June 1, 2022, the Employee Service Awards section of the City of Porterville Employee Pay & Benefit Plan (Section III (P)), shall be amended as follows:

In an effort to retain and reward existing employees for their loyal continuous service, and to effectively attract and recruit new employees to the City of Porterville, all regular full-time employees, including provisional employees, and part-time employees who work 1560 hours or more annually, shall be eligible to receive Employee Service Awards for continuous years of service to the City of Porterville, as follows:

<u>Years of Continuous Service</u>	<u>Award Amount</u>
5	\$5,000
10	\$5,000
15	\$5,000
20	\$5,000
25	\$5,000
30	\$5,000

Payments shall be made to employee during the quarter in which the employee's anniversary date falls, in five year increments as identified above. Employee must work the full five year increment to be eligible for said pay.

Only continuous, uninterrupted service with the City of Porterville is eligible for award. Should an employee leave the service of the City of Porterville and then subsequently return, the employee's years of service shall reset to zero.

Service as a probationary employee and/or provisional employee is eligible. Part-time employees who work twelve (12) months per year, for a minimum of 1560 hours annually in consecutive years for continuous years of service are eligible.

Employees with at least five (5) continuous years and up to thirty (30) continuous years of service with the City of Porterville as of the date that this Memorandum of Understanding is fully executed and officially accepted, will be acknowledged and eligible to receive their Employee Service Award effective the pay-period after the MOU is fully executed and officially accepted, or as soon thereafter as possible.

Subsequent to the initial payments made pursuant to this amended Employee Service Award benefit, payments shall be made on a quarterly basis as defined herein.

V. Holidays:

Effective immediately, Section III (F) of the Employees Pay & Benefit Plan shall be amended to add Martin Luther King Day as a recognized municipal holiday for which city offices shall be closed.

VI. Educational Incentive/Certification Pay

a. Effective immediately, Section II (L) of the Employee Pay & Benefit Plan shall be amended to allow eligibility for Educational Incentive Pay for PSSU employees as follows:

2.5% Associate's Degree; OR
5% Bachelor's Degree; OR
7.5% Master's Degree

Employees that possess or earn one of the identified degrees shall be eligible to receive said Education Incentive Pay. This pay is intended to compensate employees for degrees which enhance the employee's ability to perform their job and is only compensable if the determination is made by the Department Head in concurrence with HR that the degree is beneficial to the City in its operations. If the degree is a requirement of the classification, the employee shall not be eligible to receive the incentive.

b. Effective immediately, Section II (L) of the Employee Pay & Benefit Plan shall be amended to include the following Certificate Pay:

OSFM Fire Inspector 1 Certification: 2.5%

Compensation to Code Enforcement Officers I/II who obtain and maintain a certificate through the Office of the State Fire Marshall.

OSFM Fire Inspector 2 Certification: 2.5%

Compensation to Code Enforcement Officers I/II who obtain and maintain a certificate through the Office of the State Fire Marshall.

OSFM Fire Investigator Certification: 5%

Compensation to Code Enforcement Officers I/II who obtain and maintain a certificate through the Office of the State Fire Marshall.

Said proposed certificate pay is intended to compensate employees for the extra training, education and work associated with the respective certificate and is only compensable if a determination is made by the Fire Chief that the certificate is beneficial to the City in its operations. A maximum of two employees may receive each proposed Fire Inspector 1 and 2 certificate pay, unless a determination is made by the Fire Chief in concurrence with HR that additional certificated employees would be beneficial to operations.

VII. Uniform & Safety Equipment Allowance:

- a. Section II(N)(3) of the Employee Pay & Benefit Plan shall be amended to include the position of Administrative Analyst – Police Department/IT. Said allowance for this position shall be paid retroactively to include 2021 and 2022 payments.
- b. Effective for the 2022 Allowance, Section II(N)(3) of the Employee Pay & Benefit Plan shall be further amended to increase the annual allowance for the position of Code Enforcement Officer from \$500 to \$1,000.

VIII. Compensatory Time Cash Out

Effective immediately, Section II(C)(5) shall be amended to increase the number of cash outs from two (2) per fiscal year to three (3) per fiscal year.

IX. Stand-By and Call Back

Effective immediately, Section II(J)(1) shall be amended to increase the daily rate for PSSU employees from \$20 per day to \$25 per day.

X. 2025/2026 Negotiations:

Labor negotiations for the 2025/2026 Fiscal Year shall begin no later than March 1, 2025.

XI. Statement of Continuing Benefits and Working Conditions:

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PSSU.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022.

Martha A. Flores, Mayor

ATTEST:

John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Amendment to Employee Pay and Benefit Plan - Management and Confidential Series

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milius-Brown Act, City representatives have concluded labor negotiations with the Management and Confidential Series ("MCS"). City representatives and MCS have reached an agreement, and a written Memorandum of Understanding ("MOU") has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the negotiated changes within Management and Confidential Series' MOU; and
2. Direct staff to amend all other documentation as may be necessary to document and implement said negotiated changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO MANAGEMENT AND CONFIDENTIAL SERIES EMPLOYEES

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Management and Confidential Series ("MCS") for the period from July 1, 2022, until June 30, 2025, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

- I. Term:
The term of the Memorandum of Understanding shall be three (3) years, from July 1, 2022 through June 30, 2025.
- II. Salary:
Effective July 1, 2022, MCS employees shall receive a five percent (5%) salary increase.

Effective July 1, 2023, MCS employees shall receive a two percent (2%) salary increase.

Effective July 1, 2024, MCS employees shall receive a two percent (2%) salary increase.

III. Adjustments to Position Pay Plan

In an ongoing effort to attain internal parity for positions with like responsibilities, effective the pay-period after the Memorandum of Understanding is fully executed and officially accepted, or as soon thereafter as possible, salaries for the following positions shall be adjusted as follows:

<u>Accountant I:</u>	From Range 187 to Range 198
<u>Accountant II:</u>	From Range 215 to Range 212
<u>Utility Billing Supervisor:</u>	From Range 170 to Range 198
<u>Shop Superintendent:</u>	From Range 209 to Range 213

IV. Employee Service Awards:

Effective June 1, 2022, the Employee Service Awards section of the City of Porterville Employee Pay & Benefit Plan (Section III (P)), shall be amended as follows:

In an effort to retain and reward existing employees for their loyal continuous service, and to effectively attract and recruit new employees to the City of Porterville, all regular full-time employees, including provisional employees, and part-time employees who work 1560 hours or more annually, shall be eligible to receive Employee Service Awards for continuous years of service to the City of Porterville, as follows:

<u>Years of Continuous Service</u>	<u>Award Amount</u>
5	\$5,000
10	\$5,000
15	\$5,000
20	\$5,000
25	\$5,000
30	\$5,000

Payments shall be made to employee during the quarter in which the employee's anniversary date falls, in five year increments as identified above. Employee must work the full five-year increment to be eligible for said pay.

Only continuous, uninterrupted service with the City of Porterville is eligible for award. Should an employee leave the service of the City of Porterville and then subsequently return, the employee's years of service shall reset to zero.

Service as a probationary employee and/or provisional employee is eligible. Part-time employees who work twelve (12) months per year, for a minimum of 1560 hours annually in years for continuous, uninterrupted years of service are eligible.

Employees with at least five (5) continuous, uninterrupted years and up to thirty (30) continuous years of service with the City of Porterville as of the date that this Memorandum of Understanding is fully executed and officially accepted, will be acknowledged and eligible to receive their Employee Service Award effective the pay-period after the MOU is fully executed and officially accepted, or as soon thereafter as possible.

Subsequent to the initial payments made pursuant to this Employee Service Award benefit, payments shall be made on a quarterly basis as defined herein.

- V. Holidays:
Effective immediately, Section III (F) of the Employees Pay & Benefit Plan shall be amended to add Martin Luther King Day as a recognized municipal holiday for which city offices shall be closed.
- VI. 2025/2026 Negotiations:
Labor negotiations for the 2025/2026 Fiscal Year shall begin no later than March 1, 2025.
- VII. Statement of Continuing Benefits and Working Conditions:
All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and MCS.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 16, 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 August 2, 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 September 15, 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 16th day of August, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 16, 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 August 2, 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

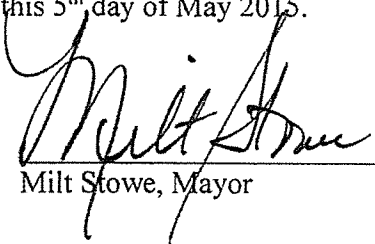
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

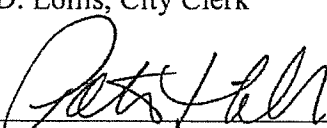
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

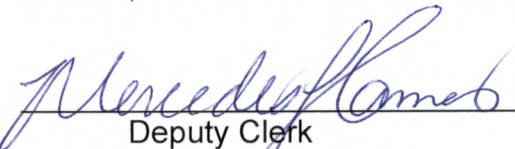
ABSTAIN: NONE

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

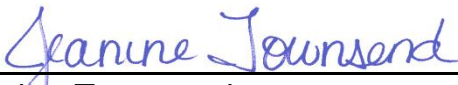
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

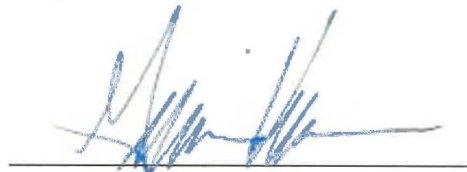
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

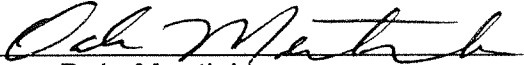
OAL Matter Type: Emergency (E)

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)
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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
TITLE(S) 23	REPEAL

3. TYPE OF FILING

☐ Regular Rulemaking (Gov. Code §11346)	☐ 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.	☐ Emergency Readopt (Gov. Code, §11346.1(h))	☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)	☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	☐ File & Print	☐ Print Only
☒ Emergency (Gov. Code, §11346.1(b))		☒ 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)
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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)
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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")



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

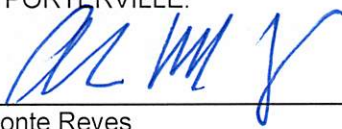
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

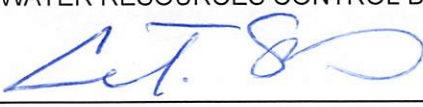
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 – AUGUST 16, 2022

SUBJECT: Formation of Sewer Utility District 457

SOURCE: Engineering and Project Management

COMMENT:

This is the time and place set forth for the Public Hearing on the formation of the Area 457 Sewer Utility District. Ballot and information materials were distributed on June 30, 2022, to Area 457 stakeholders. The official end to the ballot process is at the end of the Public Hearing. Property owners have until then to submit ballots in support or opposition of the formation of the District and the imposition of the assessment.

Assessments for the District were determined in the Engineering Report and accepted by the City Council at its meeting on July 19, 2022. Pursuant to the notices provided to the property owners, assessments per lot were determined by lot acreage divided by contractor bid plus ten percent (10%) contingency, bid lateral cost plus ten percent (10%) contingency, and a \$1,590.73 per lot construction management fee (10% of bid). The City proposes the following:

1. If Area 457 Sewer Utility District Passes:

- a) Property owners receive a one-time assessment calculated using final construction costs or cost based on the City's Exhibit 'H' connection fees schedule and lateral costs, whichever is the lesser amount, payable over thirty (30) years adjusted three percent (3%) interest compounded annually and billed through the Tulare County Assessor's Office beginning December 2023, or December 2024, depending on acceptance of project by the Council.
- b) At the time of connection, the property owner/s or a licensed plumbing contractor secures a plumbing permit and abandons the septic system to County standards. Monthly service charges for sewer begin at time of connection.
- c) Property owners who do not want collection of the assessment to occur via the above-mentioned method have until June 30, 2023, or June 30, 2024, depending on acceptance of the project by the Council, to inform the City in writing by signing a "decline to participate" form once final costs have been calculated. These property owners shall pay connection fees per Exhibit "H" at the time of connection and the cost of the lateral thereafter.

2. If Area 457 Sewer Utility District fails:

- a) Sewer mains and laterals are installed per plans and specifications.
- b) Property owners wishing to connect to the City's sewer system shall secure a plumbing permit, abandon the existing septic system per County standards, and pay all connection fees based on actual construction costs, adjusted three percent (3%) interest compounded annually, or per the City's Exhibit "H",

“Connection Fees” schedule and the cost of the lateral, whichever is the lesser amount.

The number of ballots makes it infeasible to tabulate and announce whether a Sewer Utility District has been formed or not formed during the Public Hearing. Staff recommends that the Council direct the City Clerk to count and tabulate the votes on August 17, 2022, at 9:00 a.m. in the Jay C. Coleman Conference Room, located in City Hall. The tabulation process is open to the public. The results will be presented to the Council at its meeting on September 6, 2022. No assessment may be imposed if a “majority protest” exists. A “majority protest” exists if the ballots submitted in opposition exceed the ballots submitted in favor of the assessment.

RECOMMENDATION: That the City Council:

1. Open the Public Hearing, take comments, and accept any ballots; and
2. Instruct the City Clerk to receive all ballots, and count said votes on August 17, 2022, in the Jay C. Coleman Conference Room, located in City Hall, at 9:00 a.m. and report to the Council the outcome of the voting at its meeting on September 6, 2022.

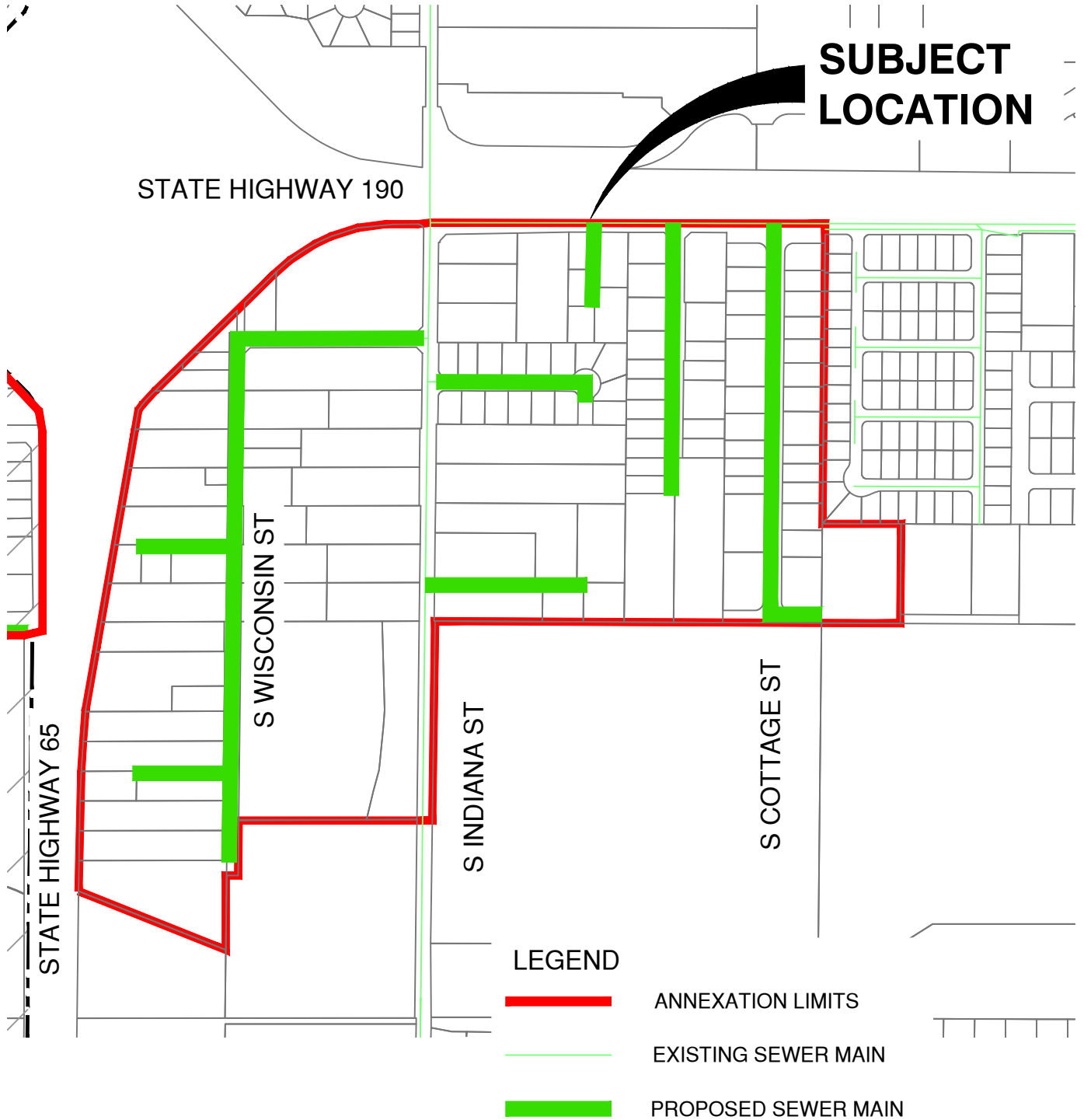
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

SEWER ANNEXATION NUMBER 457

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: New Porterville Rescue Mission Update

SOURCE: Community Development

COMMENT: At its meeting on June 18, 2019, the City Council adopted Resolution 43-2019, approving Conditional Use Permit (CUP) 2018-041-C for the New Porterville Rescue Mission (NPRM) to allow for a Social Services Facility located at 30 S. A Street. As outlined in Resolution 43-2019, Condition No. 1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, "Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas." To meet these requirements, NPRM was to continue to work on site improvements, and stay in communication with staff until all items had been completed. CUP 2018-041-C includes a requirement that staff provide a bi-annual update to the Council on the status of the project, which is the purpose of this report.

At its meeting on February 4, 2020, staff presented to Council the bi-annual update as required in the CUP to update the status of improvements. The item was continued as additional information was needed to be provided by NPRM in writing. At its meeting on March 3, 2020, staff provided to Council the proposed Plan of Action that staff considered quite aggressive and reported that a realistic timeline would be three to six months before there would be an issuance of a building permit. At its meeting on July 21, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. NPRM was issued a building permit on July 7, 2020. The scope of the permit includes removing existing staff bedroom walls to open up to the existing open area to accommodate fourteen (14) beds total on the west end of the building, remodeling of two restrooms to meet accessibility standards, the installation of two new concrete door landings, one new door landing with stairs and handrails, as well as reversing the swing of an existing door. NPRM had anticipated that this phase of construction would take approximately three to four months to complete.

At its meeting on November 17, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM's project had experienced delays due to the pandemic as well as encountering structural issues during the demolition process.

At its meeting on January 19, 2021, Council was provided an update that the

NPRM had been issued a permit for the structural revision to correct the issues encountered during the demolition process on November 25, 2020. Staff met with the NPRM on January 4, 2021, to discuss the progress of the project. The NPRM informed staff that the project timeline has been impacted by the ongoing COVID-19 pandemic, noting that they received a letter from one of their suppliers informing them that the delivery of their order had been delayed due to the pandemic. A framing inspection was provided by the City's Engineering Department-Building Division on January 5, 2021, and a second framing inspection on January 8, 2021, which NPRM passed.

At its meeting on August 17, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project as well as information in regard to violations of the conditions outlined in Conditional Use Permit 2018-041-C and the Porterville Development Ordinance, which were observed on August 10, 2021. The violations included a recreational vehicle observed onsite that was being occupied as a residence with an electrical extension cord connected to the recreational vehicle. Chapter 304.11 of the Development Ordinance states that "Parking and storing of recreational vehicles, boats, campers, trailers and similar vehicles are prohibited from being stored for a period longer than seventy-two (72) hours in the front yard setback. They may be stored in the side or rear yard behind a minimum six-foot high, solid fence. At no time are recreational vehicles allowed to be occupied as residences. Connection to any combination of electrical, water, cable, or sewer facilities is considered prima facie evidence of occupation as a residence. At no time shall commercial vehicles greater than a one-ton rating be parked or stored on residentially zoned properties. Storage on the street is limited pursuant to Sections 17-10.4, 17- 11.7, 17-11.8, and 17-11.9 of the Porterville Municipal Code." Tents were also observed to be erected on site outside of the approved season and timeframe outlined in Condition 10 of the CUP. Condition 10 states "The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of the tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m." NPRM remedied the violations was within seventy-two (72) hours.

At its meeting on October 19, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had one inspection since the update provided to the City Council on August 17, 2021, which occurred on September 29, 2021. The inspection was for underground plumbing for the restroom remodel, which passed. During the inspection, the NPRM disclosed that while saw cutting the existing concrete slab for the restroom remodel, a four foot section of the exterior footing fell apart. The NPRM was requested to have the footing evaluated by an engineer to provide a design to correct the issue.

The Council was also informed that on September 24, 2021, the Porterville Police Department and Code Enforcement responded to the NPRM for the discharge of dangerous fireworks. The suspect was found to be in possession of additional fireworks and was administratively sited. While onsite, Code Enforcement observed conditions of the neighboring property (14 S. A Street),

which is also operated by NPRM, that were not in compliance with the 1997 Uniform Housing Code. The conditions observed included the rear yard being utilized as a living space with an outdoor shower built in close proximity to an existing electrical panel. Food and other items have also been allowed to accumulate in the yard along with multiple tarp covered areas that have been erected, creating an attractive nuisance and possible fire hazard. The property owner was notified and required to remedy the conditions by November 1, 2021. CUP 2018-041-C does not include provisions for the property located at 14 S. A Street. Resolution 43-2019 included NPRM Site and Operations Plan as Attachment A, which outlines that 14 S. A Street provides for six long-term residential beds and two emergency shelter beds for women. City staff inspected the property located at 14 S. A Street on October 12, 2021, and found that the conditions that were out of compliance with the 1997 Uniform Housing Code had been remedied.

At its meeting on February 1, 2022, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had four successful inspections since the update provided to the City Council at its meeting on October 19, 2021, including an inspection of foundation forms to address a foundation issue in accordance with an engineer's design on October 19, 2021, framing and wall insulation for the east restroom on January 7, 2022, sheetrock on January 18, 2022, and shower pan inspection on January 24, 2022.

Following the update that was provided on February 1, 2022, the NPRM received a final on the bathroom remodel on April 11, 2022. The Chief Building Inspector met with a NPRM representative on June 16, 2022, to review the exterior ADA requirements to be completed with the next stage of the project. The Code Enforcement Division reported that the NPRM has not been issued any notices of violation since the last update was provided.

RECOMMENDATION: That the City Council consider the report and provide direction as deemed appropriate.

ATTACHMENTS: 1. Resolution 43-2019

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 43-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE RESCINDING RESOLUTION 10-2019 AND PLANNING COMMISSION RESOLUTION 606, AND CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF CONDITIONAL USE PERMIT 2018-041-C TO ALLOW FOR A SOCIAL SERVICES FACILITY- THE NEW PORTERVILLE RESCUE MISSION

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 18, 2019, conducted a continued public hearing to consider whether to modify or revoke Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street; and

WHEREAS: The City Council determined that the proposed change of occupancy eliminates the use of the project site as a church. This in turn deems moot the original Conditional Use Permit (CUP 8-74), which authorized the expansion of a church on the subject property; and

WHEREAS: To clearly record the appropriate and allowed uses and occupancy of the subject site and structures, the original approvals must be replaced with conditions of approval focused on the establishment and operation of a Social Services Facility; and

WHEREAS: On May 29, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building; and

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

WHEREAS: The City Council made the following findings:

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

The proposed project is consistent with the Housing Element's goal to provide a variety of housing types. Further, the subject site is consistent with the Zoning Standards for DRM-3 (Downtown High Density Residential) zone and the General Plan Land Use Designation of High Density Residential. The General Plan promotes a mix of residential neighborhoods to provide for a mix of housing types to serve the needs of all Porterville Residents. Additionally, it supports community facilities that are appropriate for a residential environment, including residential care and alcoholism or drug abuse recovery or treatment facilities.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned so that proposed activities have been evaluated and conditions associated with them be mitigated.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that any condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building.

NOW, THEREFORE, BE IT RESOLVED:

1. Resolution 10-2019, which approved Modification No. 1 to Conditional Use Permit 8-74 to allow for a social services facility for the New Porterville Rescue Mission is hereby revoked.
2. Planning Commission Resolution 606, which approved Conditional Use Permit 8-74 to construct a social and Sunday school building as an addition to an existing church building at 30 South A Street is hereby revoked.

BE IT FURTHER RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit 2018-041-C subject to the following conditions:

1. Social Service Facilities shall be located, developed and operated in compliance with the following minimum standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation.
2. Evidence of compliance with all Fire Safety regulations shall be provided within the timeframe established herein:
 - i. On or before June 21, 2019: Submit plans for sprinkler and smoke detection building permit
 - ii. On or before July 12, 2019: Pull the permit to begin construction
 - iii. On or before August 12, 2019: Final inspection of the sprinkler and smoke detection system, complete with testing
3. A plan for compliance with all applicable Building regulations, as well as improvements required pursuant to Section 301.09 of the Development Code (referenced above in Condition #1) shall be provided by August 13, 2019, including timeframes for completion of necessary improvements.

4. Upon approval of this permit, any future change in operation which substantially alters the conditions or nature of the subject business as identified in the Operations Plan (Exhibit A), will require approval by the City Council.
5. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
6. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
7. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
8. Pursuant to Porterville Development Ordinance 300.09, Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally, Resolution 14-2014 does not allow the use of cargo containers in residential zone districts. The two cargo containers present on site must be removed. Both of the existing storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two accessory structures.
9. The applicant proposes the sale of goods and merchandise as a means of financial support. Retail sales are not permitted in the DRM-3 zone. Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. Merchandise must be stored appropriately on non-sale days. Outdoor Retail Sales must be done in accordance with Section 301.12 of the Porterville Development ordinance and in compliance with the California State Board of Equalization.
10. The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m.

11. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building and Fire Codes and all other applicable laws and ordinances.
12. The entire site shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times and in an otherwise neat and attractive manner.
13. Beginning with the final inspection on or before August 12, 2019, and every August thereafter, the facility will be subject to an annual inspection by the Porterville Fire Department.
14. Beginning with the meeting of August 20, 2019, and every February and August thereafter until further ordered by the Council, the applicant's compliance with this Conditional Use Permit will be reviewed by the City Council.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2019.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By 
Patrice Hildreth, Chief Deputy City Clerk

MAY 2019

Community Development Department

MAY 20 2019

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The shelter provides approximately 75-100 meals per day we accommodate special dietary such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.

4. **Our men's long-term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.**
5. **For housing dormitory layout for the bed arrangements please see attachment PRM#1**
6. **Our Long-term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.**
7. **The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self-sufficiency.**
 - a. **We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1 yr residency Program.**
 - b. **We offer meals to the homeless and needy, but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.**
 - c. **We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allowed laundry detergent**
 - d. **We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center**
 - e. **. We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.**
 - f. **We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.**
8. **Hours of operation are as follows**
 - a. **Office hours 7am-7pm**
 - b. **24-hour onsite staff**
 - c. **24-hour emergency telephone services**
 - d. **7pm to 7am overnight staff**
9. **Staffing needs are as follows;**
 - a. **CEO/Director**
 - b. **Human and community resource specialist**
 - c. **Finance and accounting specialist**
 - d. **Intake specialist**
 - e. **Volunteer service coordinator**
 - f. **Maintenance in house**
 - g. **Grounds and lawn service maintenance/mechanic**
 - h. **Case manager for men's facility**
 - i. **manager for women's facility**
 - j. **lead**

- k. Housing program manager for women's facility
- l. Housing program manager for men's facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 18th day of June, 2019.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 16, 2022

SUBJECT: Consideration of Appointment to the City Council Office Representing District Four Vacated by Council Member Reyes

SOURCE: Administrative Services

COMMENT: Pursuant to the City Council's direction at its meeting on August 2, 2022, the Council may proceed with its consideration of appointing an individual to the City Council Office representing District Four vacated by Council Member Reyes. Should the Council wish to utilize the "McCracken Method," staff will be prepared with ballots.

RECOMMENDATION: That the City Council consider the appointment of an individual to fill the vacant City Council Office representing District Four for a term to expire in November 2024.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager