



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 6, 2022, 5:30 PM**

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

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

Topic: City of Porterville – City Council Meeting of September 6, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/84246351507?pwd=TVc3KzBDSTRxY2xncEMxdE5kTysvZz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **842 4635 1507** Passcode: **375695**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

SCHEDULED MATTER

- 1. Administration of Oath of Office and Seating of New City Council**
Re: Swearing in Donald Weyhrauch as a new City Council Member representing District Four.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 261-130-004. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners II, L.P. Under Negotiation: Terms and Price.

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

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Debra Mumaw. Agency claimed against: City of Porterville.

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

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

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

Pledge of Allegiance Led by Mayor Flores

Invocation

PRESENTATIONS

Employee of the Month - Jesus Gallardo

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Tulare County Homeless Task Force - August 17, 2022
2. Porterville College Convocation - August 18, 2022
3. Library Facility Planning Committee - August 18, 2022
4. Porterville Area Development Authority (PADA) Board - August 19, 2022 - CANCELLED
5. Visalia Rawhide "Porterville Night" Baseball Game - August 20, 2022
6. Tulare County Economic Development Corporation (TCEDC) Board - August 24, 2022
7. Internal City Audit Committee - August 24, 2022
8. Tulare County Regional Transit Agency (TCRTA) Board - August 24, 2022
9. Tulare County Association of Governments (TCAG) Coordination Meeting - August 25, 2022
10. Success Dam Spillway Groundbreaking - August 26, 2022
11. Police Department Badge Pinning Ceremony - September 1, 2022
12. Leadership Porterville Class Reception - September 1, 2022

13. Eastern Tule Groundwater Sustainability Agency (ETGSA) - September 1, 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.

2. **Authorization to Repair Off-Highway Vehicle Park Water Truck**
Re: Consideration and approval of repair to the OHV Water Truck emission system by E.M. Tharp, Inc. at a cost not to exceed \$19,852.
3. **Authorization to Repair Compressed Natural Gas Fueling Station**
Re: Consideration and approval to repair the CNG Fueling Station by ANGI Inc. at a cost not to exceed \$30,913.
4. **Authorization to Replace Traffic Signal Loops**
Re: Consideration of approval to replace and or repair traffic signal loops located at the intersections of Indiana Street and Putnam Avenue, Morton Avenue and D Street, Morton Avenue and Prospect Street, and Morton Avenue and Newcomb Street, by Loop Electric at a cost not to exceed \$22,407.
5. **Authorization to Award Contract - Animal Shelter Project**
Re: Considering award of contract in the amount of \$6,465,000 to AMG & Associates, Inc. for the Animal Shelter Project at 185 N. D Street.
6. **Authorization to Enter into an Agreement with CliftonLarsonAllen LLP for Financial Audit Services**
Re: Approving a Master Services Agreement (MSA) with CliftonLarsonAllen LLP (CLA) for professional services; the Statement of Work for the audit of the City's financial statements for the fiscal year ended June 30, 2022; the Statement of Work for the agreed-upon procedures for the review of the City's appropriations limit calculation for the fiscal year ended June 30, 2022; and authorizing the issuance of a RFP for Financial Audit Services for the succeeding fiscal years beginning with the fiscal year ending June 30, 2023.
7. **Authorization to Negotiate Consultant Contract - Fourth Street Community Center and Park**
Re: Consideration to negotiate a consultant contract for the Fourth Street Community Center and Park located at the southeast corner of Henderson Avenue and Fourth Street along the Santa Fe Byway Trail (formally known as Rails-to-Trails).
8. **Authorization to Execute Consultant Agreement With 4Creeks, Inc.**
Re: Consideration to authorize the execution of a Consultant Agreement for the Santa Fe Byway Trail (a Clean California Grant project), with 4Creeks, Inc; and for the non-infrastructure component of the project with the Climate Action Pathways through the Porterville Unified School District.
9. **Acceptance of Final Subdivision Map - Royal Oaks, Phase 2**
Re: Consideration to approve the final subdivision map of Royal Oaks, Phase 2, generally located along South Indiana Street, and north of Melinda Avenue.
10. **Final Ballot Results - Area 457 Sewer Utility District**

Re: Consideration to accept the voting results for Area 457 Sewer Utility District and adopt the draft Resolution approving the formation of Sewer Utility District No. 457.

11. **Authorization of Street Closure for Pioneer Days**
Re: Consideration to authorize the temporary street closure of Main Street from Morton to Putnam, and on Harrison, Thurman and Cleveland from Division to the alley just east of Main, on October 8, 2022, from 6:00 AM- 4:00 PM, during Pioneer Days.
12. **Approval of Community Civic Event - Central California Family Crisis Center, Inc. - 22nd Annual Domestic Violence Candlelight Vigil - October 20, 2022**
Re: Considering approval of an event to take place at Centennial Park on Thursday, October 20, 2022, from 4:00 p.m. to 8:30 p.m.
13. **City of Porterville Conflict of Interest Code - 2022 Biennial Report and Proposed Amendment**
Re: Accepting the Conflicts and Disclosure Monitor Agency 2022 Biennial Report.
14. **Amendment to Employee Pay and Benefit Plan - Porterville Peace Officers Association**
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 Porterville Peace Officers Association employees.
15. **Amendment to Employee Pay and Benefit Plan - Fire Officer Series**
Re: Considering approval of a draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Fire Officer Series employees.
16. **Approval of Side Letter Agreement Concerning Porterville City Employees Association, Public Safety Support Unit, and Management & Confidential Series**
Re: Considering approval of a Side Letter Agreement for PCEA, PSSU and MCS employees concerning an amendment to the Employee Service Award benefit.
17. **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.
18. **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

19. **Formation of Sewer Utility District 474B**
Re: A Public Hearing to receive comments and accept ballots to consider the formation of a sewer utility district in the area generally north of West North Grand, east of Newcomb Avenue and west of Douglas Avenue.
20. **Formation of Sewer Utility District 475D**

Re: A Public Hearing to receive comments and accept ballots to consider the formation of a sewer district in the area generally north of Henderson Avenue, south of the Castle Avenue prolongation, west of Indiana Street, and east of Lime Street.

21. Formation of Sewer Utility District 476

Re: A public hearing to receive comments and accept ballots to consider the formation of a sewer utility district for the area generally located along Gibbons Avenue to the south, east of Jaye Street, along Plano Street to the east, and south of College Avenue.

22. Formation of Sewer Utility District 478B & 478C

Re: A public hearing to receive comments and accept ballots to consider the formation of a sewer utility district in the area generally located along W. North Grand Avenue to the north, east of Beverly Street and west to Main Street, and north of Pioneer Avenue (478B) and south of Harrison Avenue to the North, just south of Olive Avenue along Road 223 to the South, east of Road 222 and west of Westwood Avenue.

23. 2021-2022 Consolidated Annual Performance Evaluation Report (CAPER)

Re: Consideration of the 2021-2022 Consolidated Annual Performance Evaluation Report; and authorizing its submission to the Department of Housing and Urban Development.

24. Affirming Designation of Rule 20A Program Utility Undergrounding Project

Re: Consideration of a draft Resolution to affirm the designation of Morton Avenue between Main Street and Roche Street as the City's Rule 20A program utility undergrounding project.

SCHEDULED MATTERS

25. Consideration of City Council Appointments to Boards and Committees

Re: Considering appointments of Council Members to various boards and committees.

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 20, 2022 at 5:30 P.M.

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

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



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Administration of Oath of Office and Seating of New City Council

SOURCE: Administrative Services

COMMENT:

Pursuant to the provisions of Section 16 of the Porterville City Charter, at its meeting on August 16, 2022, the City Council acted to appoint Donald "Don" Weyhrauch to the Office of City Council representing District Four. Council Member Weyhrauch will serve the unexpired term of Council Member A. Monte Reyes until the seating of a duly elected or appointed successor at the November 2024 General Municipal Election.

As the Council is aware, a vacancy on the Council was declared on July 19, 2022, with the resignation of Council Member A. Monte Reyes. At its Special Meeting on July 25, 2022, the Council took action to direct staff to advertise the vacancy and seek applications from interested individuals with a submission deadline of August 10, 2022. Eligibility for appointment consisted of residing within the boundaries of District Four and being a registered voter. Three individuals submitted applications by the stated deadline: Dawn M. Bennett, Edward L. McKervey and Donald "Don" Weyhrauch.

At its Special Meeting on August 15, 2022, the Council interviewed the applicants; and pursuant to the direction of the Council, consideration of the appointment was scheduled for the Council's regular meeting on August 16, 2022, at which the Council acted to appoint Don Weyhrauch.

RECOMMENDATION: That Donald "Don" Weyhrauch be sworn in as a Council Member representing District Four for a term to expire upon the seating of a duly elected or appointed successor at the November 2024 General Municipal Election.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Authorization to Repair Off-Highway Vehicle Park Water Truck

SOURCE: Public Works

COMMENT: Vehicle #5357 is an active Water Truck at the Off-Highway Vehicle (OHV) Park which has experienced significant emission system failure and requires replacement of the EGR cooler and turbo. This vehicle is powered by a Cummins diesel engine and should be repaired by a certified Cummins service center.

Staff is requesting authorization to utilize E.M. Tharp, Inc., which is the nearest Cummins engine service center, to perform the required EGR cooler and turbo replacement at an estimated cost not to exceed \$19,852 (inclusive of all parts, taxes, labor, including a 10% contingency). The repair will be funded by the California State Off-Highway Vehicle Grant, and the OHV General Fund.

RECOMMENDATION: That the City Council:

1. Authorize emission system repair of the OHV Park Water Truck by E.M. Tharp, Inc. at a cost not to exceed \$19,852 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

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

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Golden State Peterbilt - Porterville

15243 Road 192 Porterville, California 93257

Phone: (559) 782-5800



Case Number: 15350953

Repair Order Number: 6386

Purchase Order Number: N/A

Service Advisor: Dawodu, Tobi - Case Date 2022-07-27 15:09:50 -0700

Customer: City Of Porterville	Unit Number: 5357	 BDBA5983
Address: 291 NORTH MAIN STREET PORTERVILLE, CA 93257 Phone: (559) 782-7456 Fax: N/A Customer Number: 2992	Asset: 2011 Freightliner M2 - 106MD Serial Number: BDBA5983 VIN: 1FVACXBS6BDBA5983 Engine: CUM ISC	
	Engine Hours: 0 Miles: N/A Warranty Start: N/A In Service: N/A	

Item	Operation Name	Labor Charges	Parts	Additional Charges	Totals
1	Engine Check and Advise Additional Charges: Shop Sup, Shop Supplies HAZ, Hazardous Waste Fee Parts: -(12.0) [3945252CUM] SPACER,MOUNTING -(12.0) [3944593CUM] SCREW,HEX FLANGE HEAD CAP -(1.0) [3683940CUM] SEAL,EXHAUST MANIFOLD -(1.0) [P607955] FILTER AIR PRMY PC Complaint: ORANGE CHECK ENGINE LIGHT IS ON.	\$180.00			\$634.12
				\$36.00	\$36.00
				\$25.00	\$25.00
			\$7.57		\$90.84
			\$4.77		\$57.24
			\$49.05		\$49.05
			\$76.99		\$76.99
2	Air Intake System Repair Additional Charges: Shop Sup, Shop Supplies Parts: -(2.0) [3049221CUM] SEAL,O RING -(1.0) [5253019CUM] GASKET,EXH GAS RCN VALVE -(2.0) [4932615CUM] GASKET,CONNECTION -(2.0) [3104230CUM] GASKET,EXH GAS RCN VALVE Complaint: PERFORM INTAKE CLEANING	\$180.00			\$824.15
				\$72.00	\$72.00
			\$2.61		\$5.22
			\$14.15		\$14.15
			\$4.23		\$8.46
			\$38.16		\$76.32
3	Emissions Repair Additional Charges: Shop Sup, Shop Supplies Parts: -(1.0) [3755843CUM] GASKET,TURBOCHARGER -(4.0) [3818824CUM] NUT,REGULAR HEXAGON -(4.0) [5286984CUM] Stud -(1.0) [5295436CUM] GASKET,CONNECTION -(1.0) [5319449CUM] TUBE,WATER INLET -(1.0) [5297810CUM] TUBE-AIR TRANSFER -(1.0) [4352363CUM] KIT-EGR COOLER -(1.0) [5566887CUM] KIT,EXH RCN COOLER Complaint: REPLACE EGR COOLER	\$180.00			\$4,373.56
				\$180.00	\$180.00
			\$28.07		\$28.07
			\$3.29		\$13.16
			\$9.41		\$37.64
			\$5.68		\$5.68
			\$170.31		\$170.31
			\$194.23		\$194.23
			\$769.78		\$769.78
			\$1,354.69		\$1,354.69
4	Engine Repair Additional Charges: Shop Sup, Shop Supplies Parts:	\$180.00			\$10,640.17
				\$5.00	\$5.00



Golden State Peterbilt - Porterville

Customer: City Of Porterville

Unit Number: 5357

Case Number: 15350953

Asset: 2011 Freightliner M2 - 106MD

VIN: 1FVACXBS6BDBA5983



BDBA5983

Item	Operation Name	Labor Charges	Parts	Additional Charges	Totals
-(1.0) [5633651CUM] KIT, EXHAUST MANIFOLD			\$1,297.62		\$1,297.62
-(1.0) [4992857CUM] MANIFOLD,EXHAUST			\$294.71		\$294.71
-(1.0) [5458389RXCUM] KIT,TURBOCHARGER			\$5,708.71		\$6,758.71
-(6.0) [5269779CUM] GASKET,EXHAUST MANIFOLD			\$15.90		\$95.40
-(1.0) [4034287CUM] KIT-VG TUR ACT SERVICE			\$2,193.73		\$2,193.73

Complaint:

TURBO REPLACEMENT

Labor: \$2,880.00**Parts:** \$12,542.00**Core:** \$1,050.00**Taxes:** \$1,257.26**Other Misc Charges:** \$318.00**Total:** \$18,047.26

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



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Authorization to Repair Compressed Natural Gas Fueling Station

SOURCE: Public Works

COMMENT: As the result of an automobile accident on June 29, 2022, the City's Compressed Natural Gas (CNG) fueling station experienced a complete loss of the Programmable Logic Controller (PLC) of one of the two CNG compressors. This happened on Compressor #1, which contains the logic for both compressors, the time-fill and the public access fast-fill. City staff worked with the manufacturer to implement manual operation of the remaining compressor in order to fuel the City fleet as well as provide limited fueling to the public access dispensers.

It was determined at this time that the PLC model is obsolete and cannot be repaired. Both compressor PLC's will need to be fitted with an upgrade package, and programmed with the station's specific logic. The factory support technician advised that the upgrade kit has not been used on a model so far out of date as the one the City has, which may incur additional costs to bring the units up to date. This can only be accomplished by working directly with the manufacturer on the purchase, installation and programming of the new PLC's. Staff is requesting authorization to purchase the new PLC's and necessary components to complete the repair/upgrade of the station at a cost not to exceed \$30,913. This includes the PLC's, panels, installation and other components plus a twenty percent (20%) contingency, which is above the usual ten percent (10%) contingency due to the potential for additional costs for installation due to the antiquated model.

Since the majority of the City Refuse fleet, part of the Transit fleet and other outside agencies depend heavily on this station operating at peak capacity, this is a high priority repair. Funding is available in the Shop Equipment Replacement Fund.

RECOMMENDATION: That the City Council:

1. Authorize the repair of the CNG Fueling Station by ANGI Inc. at a cost not to exceed \$30,913 (inclusive of all parts, taxes, labor, including a 20% 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



ANGI Energy Systems, LLC
PO Box 5216
Janesville, WI 53547-5216

Telephone : 608-563-2800
Fax : 608-531-2635

Quoted For:
City of Porterville
Public Works 555 N Prospect St
Porterville, CA 93257

Quotation

Number : Q030189-1
Date : 8/16/2022
Page : 1 of 4
Requisition :
Cust Ref :
Payment : Net 30

Item number	Description	Quantity Unit	List Price	Unit Price	Amount
E02-90-168	KIT-RX371 TO XL7/SMART RAIL CONVERSION	2.00 Each	6,332.45	6,332.45	12,664.90
Q-LABOR	ESTIMATED LABOR - TO BE BILLED AT ACTUAL	40.00 hour	150.00	150.00	6,000.00
FS	ESTIMATED EXPENSES - TO BE BILLED AT ACTUAL	1.00 Each	3,000.00	3,000.00	3,000.00
PROG LBR	Program product before shipment Labor associated with processing for sale. Manually route, return to Whs for shipment.	15.00 hour	195.00	195.00	2,925.00

30155 - TICKET 60101

Prices are U.S. dollars and do not include freight, duties, customs, taxes, or any special packaging.

Quote is valid for 15 days from quotation date.

This quote is governed by ANGI's Standard Warranty and Standard Terms and Conditions unless the customer listed on this quote has a separate contract with ANGI Energy Systems LLC for equipment and services, in which case the terms in that contract shall govern. Any additional or conflicting terms that the quoted customer included as part of the quote are REJECTED.

In an effort to better serve our customers ANGI will institute a new shipping policy May 1, 2018. As a matter of practice a confirmed order will be shipped on the confirmed date with all parts available at ANGI to ship. Any parts not at ANGI on that due date will be held and consolidated into a final shipment upon arrival of the last remaining part.

*** If this method does not fit your service need then please make your technical service advisor aware of your shipping direction or note on your purchase order in terms that state ship order complete or the shipping instructions you require. ***

Contact Customer Service at service@angienenergy.com to request a copy of ANGI's Standard Warranty or Terms and Conditions.

Sales balance	Off Invc Disc	Freight	Sales tax	Total
24,589.90	0.00	0.00	1,171.49	25,761.39

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.

» Thirty percent (30%) of the total purchase price upon written notice of the commencement of assembly.

» Thirty percent (30%) of the total purchase price upon written notice of readiness to ship.

» Ten percent (10%) of the total purchase price "Net-30 Days" from the date of shipment or upon transfer of title to Buyer.

(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@angienenergy.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/ASME 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 – SEPTEMBER 6, 2022

SUBJECT: Authorization to Replace Traffic Signal Loops

SOURCE: Public Works

COMMENT: As a part of the ongoing street paving projects, the City will need to replace the inductive traffic signal loops that are removed during the paving process. City staff reached out to multiple vendors to obtain quotes for the replacement or repair of forty-eight (48) inductive traffic signal loops impacted by paving projects. These are at the intersections of Indiana Street and Putnam Avenue, Morton Avenue and D Street, Morton Avenue and Prospect Street, and Morton Avenue and Newcomb Street. The staff received the following responsive quote:

Contractor	Total
Loop Electric	\$23,280

Staff has identified Loop Electric as the single vendor that has submitted a quote that fulfills the request. Staff recommends accepting the quote for services from Loop Electric as they are the sole responsive business for the installation of forty-eight (48) signal loops. Should the Council approve, staff will coordinate with Loop Electric to complete the repairs as soon as possible after the completion of the paving. Funds will be made available from the Capital Improvement Project Self-Performed Hot-Mix Asphalt Program.

RECOMMENDATION: That the City Council:

1. Authorize replacement and or repair of traffic signal loops by Loop Electric at a cost not to exceed \$28,809 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS:

1. Locator Map
2. Loop Electric Inc. Quote

Appropriated/Funded:

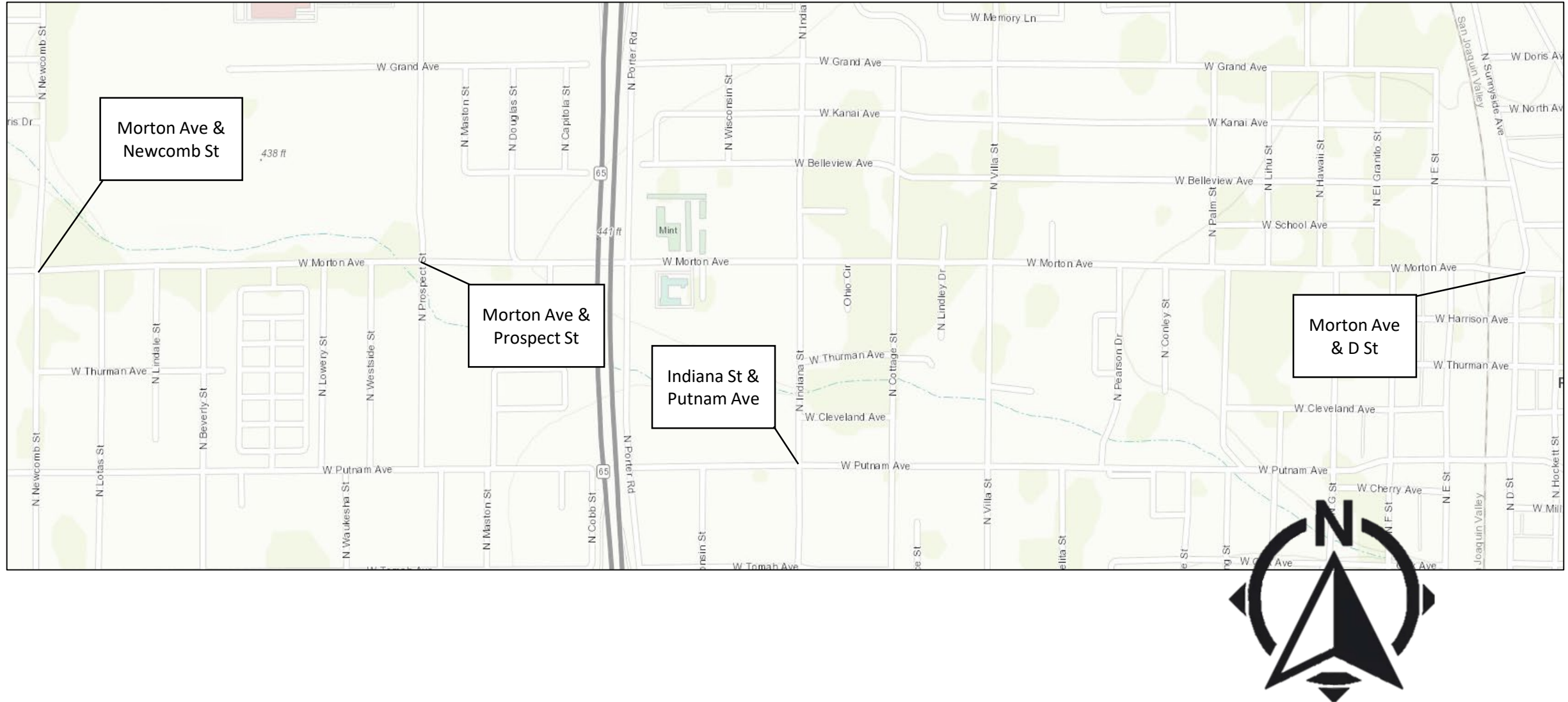
Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Locator Map

City of Porterville



July 7, 2022

From: Craig Lindsley

To: City of Porterville

Attn: Russell Isom

Bid Proposal

Project: City of Porterville Install Vehicle Detector Loops at Various Locations

Scope: Install (48) Type E Vehicle Detector Loops at Various Locations at \$485.00 ea.
In new Repaved Asphalt areas.

Total Bid \$23,280.00

Union Contractor IBEW 428 / Southern Cal. Laborers Union / No minority status

Bond Rate 1% if required / Small Business Certified #0007733

DIR Certified 1000002630

Includes

1. Insurance – Liability \$2 million per occurrence \$4 million aggregate. Umbrella Liability \$5 million, Automobile \$1 million. Workers comp. Any other requirements to be paid by the General Contractor.
2. Traffic control for our work
3. Saw cut, wrap and seal
4. Type 2 Loop wire
5. Sealant – Hot Melt Rubberized Asphalt
6. Megger test new loops

Addendums noted: None

Exclusions

1. Permits & Fees
2. Portable Message signs if required



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Authorization to Award Contract - Animal Shelter Project

SOURCE: Engineering and Project Management

COMMENT: On August 29, 2022, staff received a single bid for the Animal Shelter Project. The project includes the remodel of an existing building to create an Animal Shelter at 185 N. D Street. The project was bid as a whole and included frontage improvements along D Street. The proposed trail section adjacent to the Animal Shelter property will be designed and constructed separately as part of the Butterfield Stage Corridor Active Transportation Program (ATP) grant project. This project location required hazardous materials remediation, which was previously completed and accepted by the City Council.

The Engineer's Estimate of Probable Cost for the project was \$6,636,400. The low bid presented by AMG & Associates, Inc of Santa Clarita is \$6,465,000, which is \$171,400 less than the Engineer's Estimate (2.58%). An additional \$646,500 is necessary for construction contingency (10%) and \$200,000 is required for construction management, quality control, and inspection services (3.1%) for a total construction cost of \$7,311,500.

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

RECOMMENDATION: That City Council:

- 1) Award the Animal Shelter Project to AMG & Associates, Inc. in the amount of \$6,465,000;
- 2) Authorize progress payments up to one hundred percent (100%) of the contract amount;
- 3) Authorize a ten percent (10%) contingency to cover unforeseen costs;
- 4) Authorize an additional \$200,000 for construction management, quality control, and inspection services; and
- 5) Authorize the City Engineer to negotiate construction surveying services with one of the firms approved by Council MO#04-041922.

ATTACHMENTS: 1. Locator Map

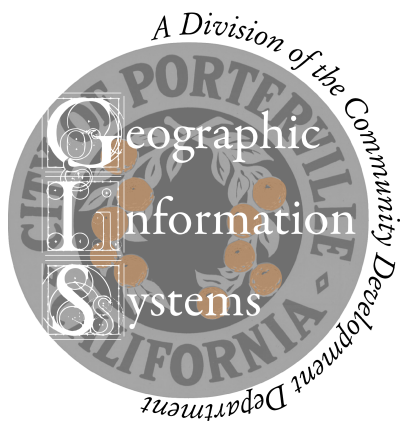
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



Porterville Animal Shelter 185 North D Street Project Locator Map



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Authorization to Enter into an Agreement with CliftonLarsonAllen LLP for Financial Audit Services

SOURCE: Finance

COMMENT: The City's last Request for Proposals (RFP) for financial auditing services was in 2011, which resulted in an award of contract to Gallina, LLP, now CliftonLarsonAllen LLP (CLA). The original contract was for three years with optional annual contract renewals. CLA has served as the City's auditor since. CLA's audit fees have gradually increased through the years, from \$35,500 for the FY2010-2011 audit to \$41,500 for the FY2020-2021 audit.

In planning for the audit of the fiscal year just ended, 2021-2022, CLA has submitted their new proposal through a Master Services Agreement (MSA), a Statement of Work (SOW) for the City's financial audit, including major program testing required by the Uniform Guidance 2 CFR part 200 for grants and agreements, and a SOW for the review of the City's appropriations limit calculation in accordance with Article XIII B of the California Constitution.

The new fees for this engagement are as follows:

Audit of City's ACFR	\$57,000
Major Program Testing - Uniform Guidance	\$15,000
Appropriations Limit Calculation	\$500
Total	\$72,500

The fees under the new agreement with CLA are almost seventy-five percent (75%) higher than the previous year's fees. CLA has cited that the increase is necessary due to the higher cost of its staffing, the increase in audit hours needed, especially with the implementation of new standards by the Government Accounting Standards Board (GASB) and the audit of new grants, including the American Rescue Plan Act (ARPA) funds.

Staff requests that the City Council authorize the agreement with CliftonLarsonAllen LLP for the audit of the City's financial statements for the fiscal year 2021-2022. The audit committee, at its meeting on August 24, 2022, considered the proposed agreement and recommends that the City approve the agreement for the fiscal year 2021-2022 audit and issue a new RFP for financial auditing services for the next fiscal year 2022-2023 audit.

RECOMMENDATION:

That the City Council:

1. Approve the Master Services Agreement (MSA) with CliftonLarsonAllen LLP (CLA) for professional services;
2. Approve the Statement of Work (SOW) - Audit Services under the MSA with CLA, for the audit of the City's financial statements for the fiscal year ended June 30, 2022;
3. Approve the Statement of Work (SOW) - Agreed-upon Procedures under the MSA with CLA, for the review of the City's appropriations limit calculation for the fiscal year ended June 30, 2022;
4. Authorize the Finance Director to sign the MSA and the SOWs; and
5. Authorize the issuance of a Request for Proposals for Financial Audit Services for the succeeding fiscal years beginning with the fiscal year ending June 30, 2023.

ATTACHMENTS:

1. Master Services Agreement
2. Statement of Work - Audit Services
3. Statement of Work - Agreed-upon Procedures

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



Master Services Agreement

City of Porterville
291 North Main Street
Porterville, CA 93257
MSA Date: July 11, 2022

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for City of Porterville (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. **Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. **Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed

until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or

damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of California, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to

do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of City of Porterville anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

16. Termination of MSA

This MSA shall continue for five years from July 11, 2022, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Jeffrey Peek

Principal

916-724-6834

jeffrey.peek@claconnect.com

Response:

This MSA correctly sets forth the understanding of City of Porterville

CLA
CLA

A handwritten signature in black ink that reads "Jeffrey Peek". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Jeffrey Peek, Principal

SIGNED 7/11/2022, 3:35:43 PM PDT

Client
City of Porterville

SIGN: _____

Maria Bemis, Finance Director

DATE: _____



Statement of Work - Audit Services

July 11, 2022

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated July 11, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Porterville ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2022.

Jeffrey Peek is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Porterville, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The following RSI will be subjected to certain limited procedures, but will not be audited.

- Management's discussion and analysis.
- Budgetary comparison schedules.
- GASB-required supplementary pension, and OPEB information.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

Schedule of expenditures of federal awards.

Combining and Individual Fund Financial Statements and Schedules.

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Introduction Section.

Statistical Section.

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe

the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Implementation of new accounting standards pose a higher risk of error in the first year of implementation.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, Government Auditing Standards do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly,

no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with

provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit

reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit

documentation and appropriate individuals will be made available upon request and in a timely manner to State Controller, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are detailed in the table below. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Service	Professional Fee
Audit of City's ACFR	\$57,000
Major Program Testing - Uniform Guidance	\$15,000

Appropriations Limit Calculation*	\$500
Total	\$72,500

*See separate SOW.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of City of Porterville.

CLA
CLA

Jeffrey Peek

Jeffrey Peek, Principal

SIGNED 7/15/2022, 8:04:44 AM PDT

Client
City of Porterville

SIGN:

Maria Bemis, Finance Director

DATE:



Statement of Work - Agreed-upon Procedures

July 15, 2022

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated July 13, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Porterville ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2022.

Jeffrey Peek is responsible for the performance of the agreed-upon procedures engagement.

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which City of Porterville has specified and agreed to, listed in the attached schedule, to Appropriations Limit Calculation of City of Porterville management as of or for the year ended June 30, 2022. City of Porterville management is responsible for Appropriations Limit Calculation.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement. City of Porterville agrees to and acknowledges the procedures performed or to be performed are appropriate for the intended purpose of presenting the Appropriation Limit calculation in accordance with the requirements of Section 1.5 of Article XIII-B of the California Constitution. The intended users of the agreed-upon procedures report are City Council and management. Intended users in addition to City of Porterville may be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for the intended purpose. Consequently, we make no representation regarding the appropriateness of the procedures enumerated in the attached schedule either for the purpose for which this report has been requested or for any other purpose. The intended users assume the risk that such procedures might be inappropriate for the intended purpose and the risk that they might misunderstand or otherwise inappropriately use findings properly reported by CLA.

This engagement is performed pursuant to Section 1.5 of Article XIII-B of the California Constitution.

Our responsibility is to perform the specified procedures and report the findings in accordance with the attestation standards. For purposes of reporting findings, you specified a threshold of \$0 for reporting

exceptions. Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, audit, or review, we will not express an opinion or conclusion on the Appropriations Limit Calculation or the City of Porterville management's financial statements or any elements, accounts, or items thereof. Also, we will not express an opinion or conclusion on the effectiveness of City of Porterville management's internal control over financial reporting or any part thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

At the conclusion of the engagement, you agree to provide a written representation letter that includes your agreement and acknowledgement that the procedures performed are appropriate for the intended purpose of the engagement and, if applicable, that you have obtained from necessary other parties their agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. This report is intended solely for the information and use of City Council and management, and should not be used by anyone other than the specified parties. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report and withdraw from this engagement. Our report will include a statement indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Appropriations Limit Calculation that come to our attention, unless they are clearly inconsequential. In addition, if, in connection with this engagement, matters come to our attention that contradict the Appropriations Limit Calculation, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Management is responsible for providing us with (1) access to all information of which you are aware that is relevant to the Appropriations Limit Calculation and the agreed-upon procedures, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of performing the agreed-upon procedures; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedures. You agree to inform us of events occurring or facts discovered subsequent to the date of the Appropriations Limit Calculation that may affect the Appropriations Limit Calculation.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

CLA will not disclose any of your confidential, proprietary, or privileged information to any persons without the authorization of your management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company

shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Fees

Our all-inclusive fixed fee will be \$500. The fee includes professional fees, out-of-pocket expenses such as travel, internal and administrative charges, etc., and a technology and client support fee of five percent (5%) of all professional fees equal to \$x,xxx. Our all-inclusive fixed fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the enclosed copy to us.

Sincerely,

CliftonLarsonAllen LLP

CLA
CLA



Jeffrey Peek, Principal

SIGNED 7/15/2022, 12:36:36 PM PDT

Client
City of Porterville

SIGN: _____

Maria Bemis, Finance Director

DATE: _____

Agreed Upon Procedures – Appropriations Limit Calculation

- 1) Obtain the completed Appropriations Limit Calculation and compare the limit and annual adjustment factors in the calculation to the limit and annual adjustment factors that were adopted by resolution of the City Council. Compare the population and inflation options included in the aforementioned calculation to those that were selected by a recorded vote of the City Council.
- 2) Compute current year adjustments based on selected population and inflation options, using information provided by Department of Finance.
- 3) Compare the prior year appropriations limit presented in the Appropriations Limit Calculation to the prior year appropriations limit adopted by the City Council for the prior year.
- 4) Add results of step two (2) to the prior year Appropriations Limit, and compare the resulting amount to current year approved limit.



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Authorization to Negotiate Consultant Contract - Fourth Street Community Center and Park

SOURCE: Engineering and Project Management

COMMENT: At its meeting on June 20, 2022, the City Council authorized the distribution of a Request for Qualifications (RFQ) for design services for the Fourth Street Community Center and Park. On August 3, 2022, staff received ten (10) Statements of Qualifications (SOQs) for the design of the Fourth Street Community Center and Park. Staff reviewed and rated the firms in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" to narrow down the firms that would move on to the interview portion of the selection process. Of the ten (10) firms that submitted SOQs, eight were invited to move forward to the interview process.

Consultant interviews were scheduled and held on August 10, 2022, and the consultants were ranked based on a combination of the presentations given and the answers provided to a standard set of questions regarding the project. The results of the interviews are as follows (30 total points possible):

1) RRM Design Group	26.4 pts
2) Johnson Favaro	25.5 pts
3) Mangini Associates, Inc	23.2 pts
4) PBK	22.0 pts
5) Andrew Goodwin Designs	20.8 pts
6) COAR Design Group	20.0 pts
7) Omni Design, Inc	19.2 pts
8) Ra-Da	14.8 pts

Staff is pleased with the qualifications of the listed consultants and their interest in the project and recommends negotiating a contract with the top-ranked firm. Staff will seek Council approval of a Service Agreement at a later meeting.

RECOMMENDATION: That City Council:

1. Authorize staff to negotiate a scope of services and contract with RRM Design Group; and
2. Authorize staff to negotiate a scope of services and contract with Johnson Favaro if staff is unable to negotiate an acceptable contractor with RRM Design Group.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

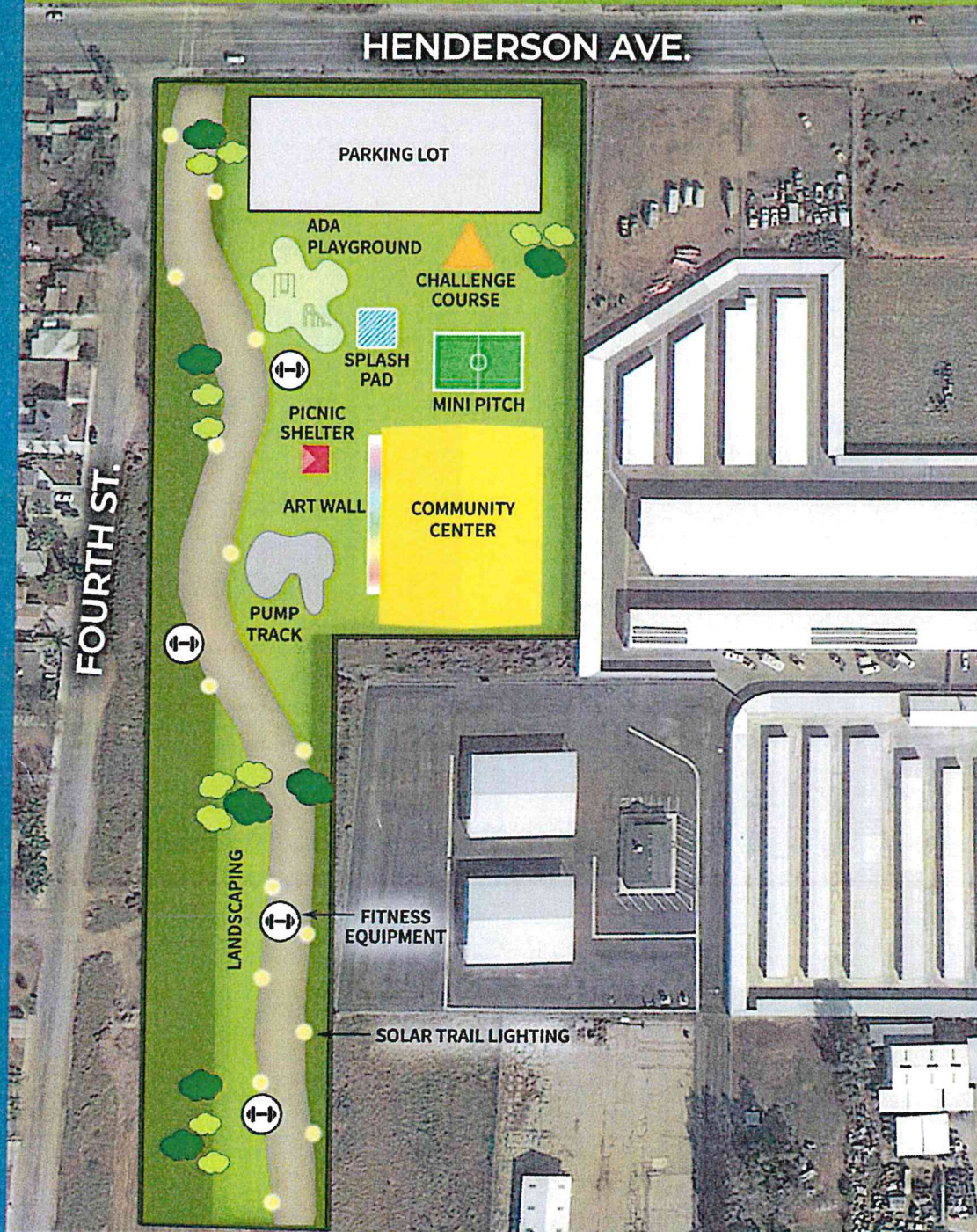
Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

GRANT SCOPE ITEMS





CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

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

SOURCE: Engineering and Project Management

COMMENT: At its meeting on April 5, 2022, the results of the Butterfield Stage Corridor Project and the Santa Fe Byway Trail Project Request for Qualifications process were presented to City Council, and staff was authorized to move forward with negotiations with the top ranked firm, 4Creeks, Inc. At its meeting on May 17, 2022, staff requested Council's authorization to execute the Butterfield State Corridor portion of the contract as the City was waiting for the final Clean California Grant approval that was associated with the Santa Fe Byway Project.

The City received the Notice to Proceed for the Clean California Grant on July, 27, 2022, and as such, all approved work from that day forward is reimbursable.

Staff was able to negotiate the design services for the Santa Fe Byway Project at a not to exceed price of \$472,519. The grant also includes a non-infrastructure component that partners the City with the Porterville Unified School District's Climate Action Pathway to provide design of trail signage and educational information for the use of the trail and its amenities and the importance of proper waste disposal in the amount of \$37,424.

Funding for this portion is provided through the Clean California Grant in a not to exceed amount of \$666,429.

Staff has found the negotiated prices acceptable.

RECOMMENDATION: That City Council:

1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for the Santa Fe Byway Trail (a Clean California Grant project);
2. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for the non-infrastructure component of the project with the Climate Action Pathways through the Porterville Unified School District; and
3. Authorize progress payments up to one hundred percent (100%) of the fee amounts.

ATTACHMENTS:

1. Service Agreement - 4Creeks, Inc.
2. Scope of Services - 4Creeks, Inc.
3. Service Agreement - PUSD Climate Action Pathway

4. Scope of Services - PUSD Climate Action Pathway
5. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: July 27, 2022

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

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

Project Name: Design work for the Santa Fe Byway Project

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

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Four Hundred Seventy-Two Thousand Five Hundred Nineteen** Dollars, (\$472,519).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed by March 31, 2022. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

- and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT.
- (v) ***To the fullest extent permitted by law, and subject to California Civil Code Sec 2782.8, CONSULTANT agrees to indemnify, including cost to defend, City, its elected and appointed officers and employees, from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of City; and does not apply to any passive negligence of the City unless caused at least in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, if one or more defendant/s is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs and reallocate as allowed by law or stature. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

May 4, 2022

Ms. Sarah Weaver

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



Subject: Design Proposal for the Santa Fe Byway Project

Dear Ms. Weaver,

We have prepared a scope of work and fee for the services required to complete the plans, specifications, and engineer's opinion of probable construction costs (PS&E) for the proposed Santa Fe Byway project. We understand the City received Clean California Local Grant Program (CCLGP) funding to revitalize and beautify approximately 1.3 miles of Class I path along the previous Rails to Trails corridor between Walnut Avenue and Henderson Avenue. Our understanding is that the scope of work will generally include the following improvements:

- Rehabilitate the existing trail between Walnut Avenue and Henderson Avenue
- Three (3) pedestrian hybrid beacons to replace the existing crossing systems at Olive, Morton, and Henderson Avenues
- Remove and replace existing, noncompliant Rectangular Rapid Flashing Beacon (RRFB) system with In-Roadway Warning Lights (IRWL) with new at Putnam Avenue
- Approximately 1,600 LF of fence
- Approximately 6,000 SF gabion ledges for soil stabilization
- Remove and replace approximately 300 LF of curb and gutter
- Remove approximately 280 LF of v-gutter
- Remove and replace one (1) drive approach with standard curb and gutter
- Remove and replace approximately 40 dead/dying trees with new
- Drought tolerant landscaping (grass and/or plants)
- Irrigation installation and/or modifications for new trees and landscape areas
- Repair one (1) pedestrian bridge
- Solar lighting for the length of the path (approximately 52 lights)
- One (1) park and walk area
- One (1) large picnic shelter with barbeques
- One (1) playground equipment area with shade structure
- One (1) fitness equipment area with shade structure
- One (1) bike repair station
- Two (2) art sculptures
- Other trail amenities, such as benches, bike racks, bollards, trash receptacles, drinking fountains, and path map signs
- Signing, striping, and markings for the path and roadway crossings

We understand the three (3) pedestrian hybrid beacons to be installed will not be included in the CCLGP funding received for the project. The City anticipates receiving Active Transportation Program (ATP) funds for these improvements. 4Creeks will track the work included for these pedestrian hybrid beacons separately for funding purposes; however, both sections shall be included in the final construction documents. Separate PS&E packages will not be provided.

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

324 S. Santa Fe, Suite A
Visalia, California 93292
www.4-creeks.com

Task 1: Project Management

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

- Manage project tasks and completion of work products
- Coordinate and manage subconsultants
- Manage and update the project schedule in coordination with the City of Porterville
- Schedule meetings in coordination with the City of Porterville
- Represent the 4Creeks Team at project coordination meetings
- Prepare and distribute project coordination meeting minutes
- Respond to the City's questions/correspondence
- Implement and maintain quality control procedures across all disciplines involved in the project
- Provide overall quality control of the contract documents
- Prepare and submit monthly invoices to the City of Porterville

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

The above **Task 1** services will be provided for a **Fixed Fee of \$46,620**. This task assumes up to eight (8) monthly project coordination meetings held virtually and four (4) in-person design review meetings. Please note additional meetings have been identified and included in other tasks. 4Creeks will be available to attend additional in-person or virtual meetings, as needed and approved by the City on a time and materials basis.

Task 2: Project Initiation

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

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

The above **Task 2** services will be provided for a **Fixed Fee of \$10,920**. This task assumes one (1) project kick-off meeting.

Task 3: Topographic Survey

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

- Full topographic survey of the streets included with the project
- 50' cross sections
- Sewer and storm drain inverts to be dipped wherever possible
- More detailed topographic survey around accessibility ramp locations
- Existing observable improvements within the right of way or directly adjacent thereto that may be affected by the project

- Observable utilities including fire hydrants, water meter boxes, sewer cleanouts, sewer and storm manholes, valve boxes, etc.
- Tie into City of Porterville benchmark and coordinate system

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

The above **Task 3** services will be provided for a **Fixed Fee of \$20,760**.

Task 4: Utility Research and Coordination

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

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

The above **Task 4** services will be provided for a **Fixed Fee of \$24,200**.

Task 5: Geotechnical Analysis

4Creeks subconsultant, Krazan & Associates, will perform a geotechnical investigation. Krazan will drill eight (8) borings over the length of the proposed Class I path to a depth of five (5) to 15 feet or auger refusal. Four (4) R-Values will also be collected for laboratory R-Value testing. Prior to drilling operation, an encroachment permit from the City of Porterville will be obtained and Underground Service Alert (USA) will be notified. All fieldwork will be done under the supervision of a Geotechnical Engineer or Senior Geologist. Recommendations for lime-treated subgrade will be included. A final geotechnical report of the findings will be provided.

The above **Task 5** services will be provided for a **Fixed Fee of \$11,500**.

Task 6: Ground Penetrating Radar (GPR)

4Creeks, with support from our subconsultant 4CG Construction, will perform ground penetrating radar of the project area between Putnam Avenue and Harrison Avenue where the fitness equipment and playground areas are to be installed. We have assumed three (3) days of scanning for an area of approximately 49,000 square feet. GPR documentation will be provided.

The above **Task 6** services will be provided for a **Fixed Fee of \$11,503**.

Task 7: PS&E for CCLGP Project

The 4Creeks Team will prepare PS&E for review/approval by the City for the CCLGP project. Plans and cost estimates will be provided at the 30%, 90%, and 100% final submittal stages. Specifications will be provided at the 90% and 100% submittal stages. It is anticipated that the City will provide a full review of the documents submitted at each stage of the project and will provide their comments to 4Creeks. The 4Creeks Team will address the City's comments and revise the plans as appropriate and provide the City with responses to comments.

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

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

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

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

Construction Plans

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

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

- Cover Sheet
- Topographic Survey Plans (assumed at 1" = 20' scale, 7 sheets)
- General Notes and Legend
- Key Map (assumed at 1" = 100' scale, 2 sheets)
- Cross Sections (assumed at 1" = 10' scale, 1 sheet)
- Layout Sheets (assumed 1" = 20' scale, 14 sheets).
- Construction Details (assumed at 1" = 5' scale, 2 sheets)
- City Standard Details (assumed 2 sheets)
- Signing and Pavement Delineation Plans (assumed 1" = 40' scale, 4 sheets)
- Solar Lighting Plans (assumed 1" = 20' scale, 7 sheets)
- Landscape and Irrigation Plans
- Architectural Plans and Details
- Structural Plans and Details

Specifications and Cost Estimate

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

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

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

The above **Task 7** services will be provided for a **Fixed Fee of \$164,440.**

Task 8: PS&E for Pedestrian Hybrid Beacons and RRFB systems

The 4Creeks Team will prepare PS&E for review/approval by the City for the following:

- Three (3) Pedestrian Hybrid Beacon Plans (assumed 1" = 20' scale, 3 sheets)
- Rectangular Rapid Flashing Beacon Plan (assumed 1" = 20' scale, 1 sheet)

Since the above Task 7 items will be funded with other monies and is not included in the CCLGP project, 4Creeks will track the work completed for this section separately. However, PS&E submittals will be made as defined in Task 7.

The above **Task 8** services will be provided for a **Fixed Fee of \$42,780.**

Task 9: Architectural Services

4Creeks will complete the architectural services listed below. PS&E for architectural items will be submitted as defined in Task 7.

- Design and construction drawings for steel shade structure at picnic area, including:
 - BBQ area
 - Coordination with Electrical Engineer for power on site
 - ADA accessibility review
- Design and construction drawings for covered benches
- Coordination with fabricator for shade structure and benches
- Provide overall design compatibility and artwork coordination, including plumbing and lighting fixtures and equipment design compatibility
- Design and construction drawings for fence

The above **Task 9** services will be provided for a **Fixed Fee of \$44,520.**

Task 10: Structural Services

4Creeks will complete the structural engineering services listed below. PS&E for structural engineering items will be submitted as defined in Task 7.

- Design steel shade structure at picnic area
- Provide repair details and bridge improvement (improve the path, add rails, etc.)
- Design gabion wall and foundation at two locations along the trail
- Design foundations for miscellaneous monument signs and artwork supports
- Design solar light standard foundation
- Design bollard foundation design

The above **Task 10** services will be provided for a **Fixed Fee of \$41,760.**

Task 11: Landscape and Irrigation

4Creeks subconsultant, Wood Architecture, will complete the landscape and irrigation tasks listed below.

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

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

The above **Task 11** services will be provided for a **Fixed Fee of \$12,765**.

Task 12: Bidding Phase Services

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

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

The above **Task 12** services will be provided on a **time and materials basis**. We propose the City budget **\$6,962** for these services. This task assumes one (1) in-person pre-bid meeting to be held at the City's office or at the project site.

Task 13: Construction Assistance

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

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

The above **Task 13** services will be provided on a **time and materials basis**. We propose the City budget **\$33,789** for these services. This task assumes one (1) in-person preconstruction meeting to be held at the City's office.

Total Estimated Contract Amount for Tasks 1 to 13 = \$472,519.

Schedule

4Creeks has attached a proposed project schedule which anticipates the project plans, specifications, and engineer's opinion of probable construction costs (PS&E) will be completed by December 31, 2022. However, we would like to provide some clarification and comments on the proposed schedule and the City's anticipated timeline for this project. The items listed below are being provided to give the City the best chance possible of meeting their schedule.

1. **City-provided information/data** – The City shall provide the following information/data immediately upon notice to proceed:
 - Current City Standard Plans
 - Current City specifications and technical special provisions in MS Word
 - Record drawings of the project area, including of the existing crossing systems
 - Plans for the City's Grand Avenue Roadway Connection Project
 - Plans for the City's Henrahan Street Improvement Project
 - Conceptual plans for the 4th Street Community Park and Field House Project
 - Right of way documents, railroad ownership documents, or title reports for the project
 - Any utility information the City may have for the project area

2. **Expediting Permits** – The City will need to expedite any required City permits, such as for geotechnical investigations or GPR, so they are approved right away and there is no delay in work to be completed.
3. **Expediting City Review** – The City will need to expedite their review of the PS&E submittals. 4Creeks has included seven (7) working days for the City's review of the 30%, 90%, and 100% submittals.
4. **Utility Relocation Process** – At this time, it is unknown if there are any major utilities that will require relocation. 4Creeks staff will work with the utility companies as efficiently and quickly as possible to finalize the necessary utility relocation packages.

City of Porterville Responsibilities

- Provide information/data as noted in item 1 above
- Provide responses to Consultant's questions within two (2) days throughout the project
- Attend and participate in monthly project coordination meetings and City review meetings
- Provide expedited permits and City review to maintain the project schedule
- Act as the Contract Administrator and be the direct liaison to Caltrans responsible for all Caltrans documentation and authorizations

Exclusions

- Coordination with the Porterville Unified School District, Climate Action Pathways for Schools (CAPS), or the Environmental Science Academy (ESA)
- All community outreach or student led activities, including graffiti removal
- Any work not specifically listed in this scope of work

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

Sincerely,



Chris Crawford, PE 71192
Senior Civil Engineer



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

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

LMWD/CC
Job No. 22264

Fee Breakdown Date: 5/4/22
4Creeks Project No. 22264
Matt Ainley and Chris Crawford

[illegible][illegible]

Task 3 - Topographic Survey																	
Field research									4								\$440
Site control											9						\$2,520
Field work/survey											40						\$11,200
Draft field work									24								\$2,640
Boundary and LO (right of way)										22							\$3,960
																	\$20,760

[illegible]

Task 5 - Geotechnical Analysis (Krazan)																	
Drill rig and operator												\$2,500					\$2,875
Field professional												\$1,600					\$1,840
R-Value test												\$800					\$920
Other miscellaneous lab testing												\$3,500					\$4,025
Engineering review and report												\$1,600					\$1,840
																	\$11,500

Task 6 - Ground Penetrating Radar (4CG)																	
Ground Penetrating Radar (assumes 3 days scanning area of 49,000 SF)			2												\$9,750		\$11,503
																	\$11,503

Task 7 - PS&E for CCLGP Project																	
Project Specifications & Cost Estimates		18	32	32	6			4									
30% Submittal Set	54	64	112	87				3								\$400	\$14,160
90% Submittal Set		128	224	174				3								\$400	\$79,290
100% Submittal Set	22	22	38	30				2								\$400	\$16,510
Final PS&E Set	9	22	14	14				1								\$400	\$8,665
																	\$164,440

4Creeks Project No. 22264

TASK NUMBER[illegible]

Project Specifications & Cost Estimates					16											\$2,320
Plans 30%, 90%, 100% & Final					180											\$26,100
Electrical Design for Picnic Structure Lights/Receptacles (Rose Sing Eastham and Associates)													\$14,000			\$16,100
																\$44,520

Project Specifications & Cost Estimates							20										\$3,600
Plans 30%, 90%, 100% & Final		120					132										\$38,160
																	\$41,760

Landscape and Irrigation PS&E													\$11,100				\$12,765
																	\$12,765

Pre-Bid Meeting, Maintain Bid Holders List, Issue Addendums, Tabulate Bids			12	16			8	1					\$680				\$6,962
																	\$6,962

[illegible]

TOTAL:

TOTAL FEE	\$472,519
-----------	-----------



4Creeks, Inc. Fee Schedule – Professional

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

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

Direct Charges

At cost plus fifteen percent (15%):

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

*Prevailing wage rates by separate schedule – Varies by County



4Creeks, Inc. Fee Schedule – Professional

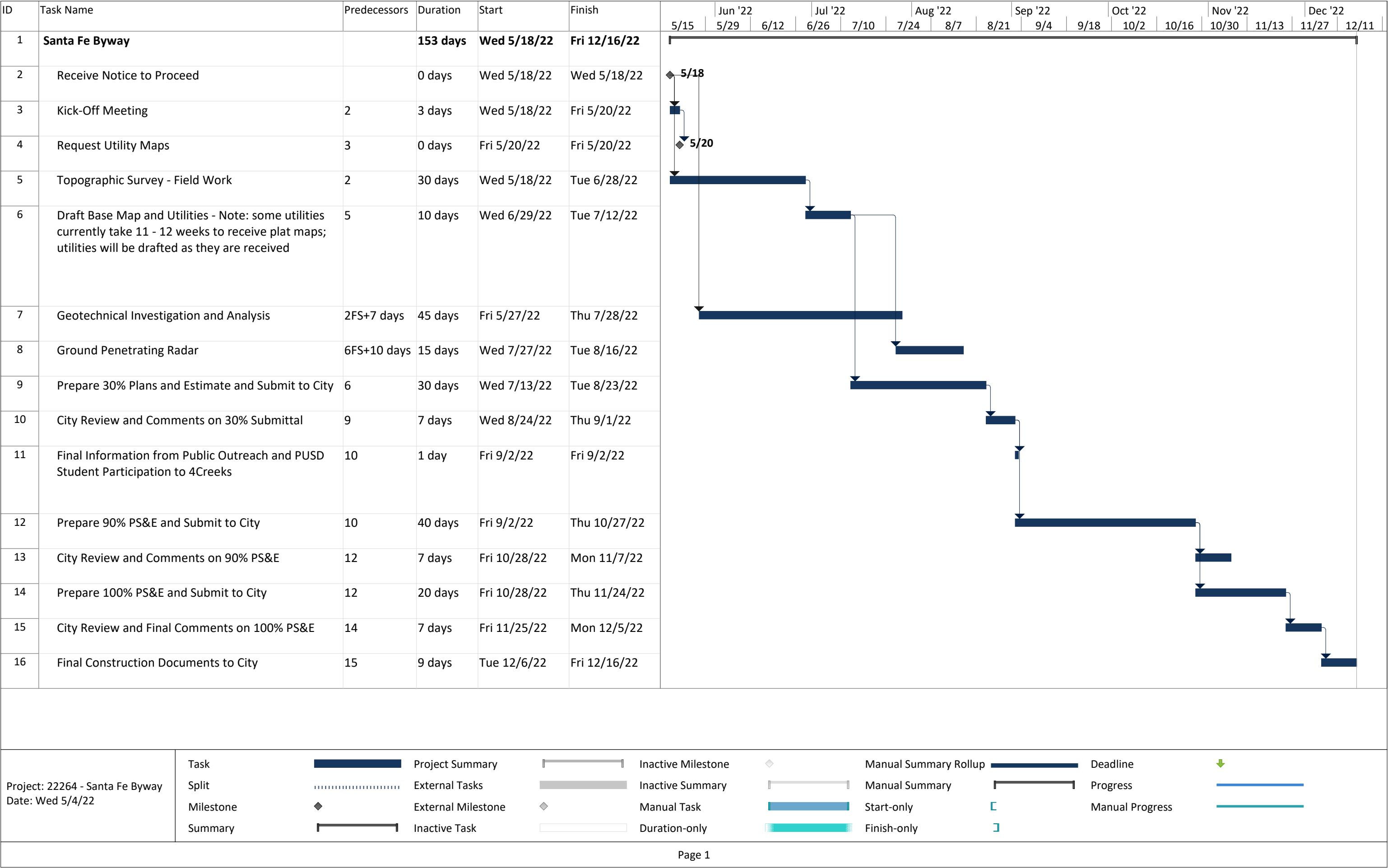
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

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

Direct Charges

At cost plus fifteen percent (15%):

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



SERVICE AGREEMENT

DATE: July 27, 2022

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Porterville Unified School District Climate Action Pathway, hereinafter referred to as "CONSULTANT".

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

Project Name: Sign Design work and Education Program for the non-infrastructure portion of the Santa Fe Byway Project

Description of Project: In general, the consultant will be provide sign designs and educational information for public outreach for the use of the trail and its amenities and the importance of proper waste disposal. Details are summarized in Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Thirty-Seven Thousand Four Hundred Twenty-Four** Dollars, (\$37,424).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed by March 31, 2022. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. WORKMANSHIP AND MATERIALS:

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

SECTION 6. ASSIGNMENT OF CONTRACT:

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

SECTION 7. AFFIRMATIVE ACTION.

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

SECTION 8. CONFLICT OF INTEREST CODE:

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

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

SECTION 9. TERMINATION:

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

SECTION 10. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 11. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

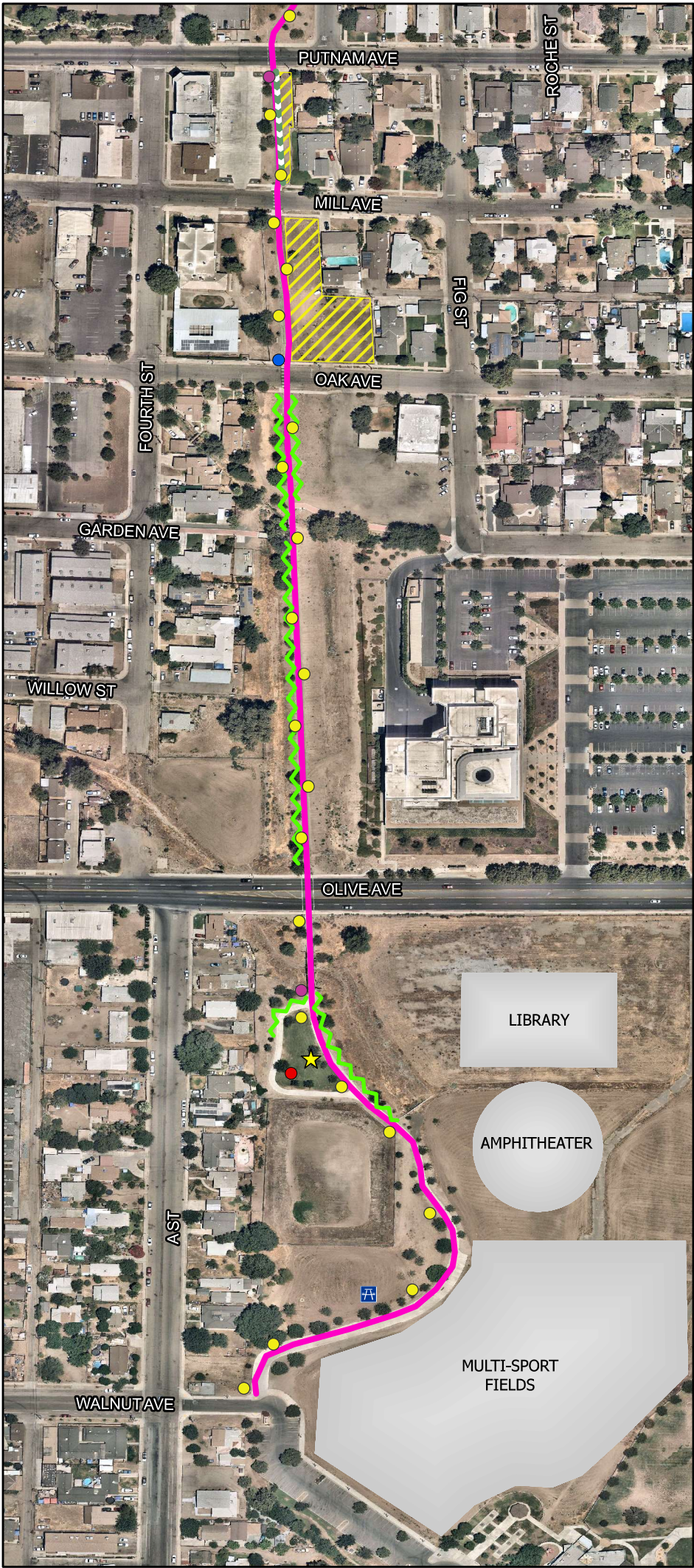
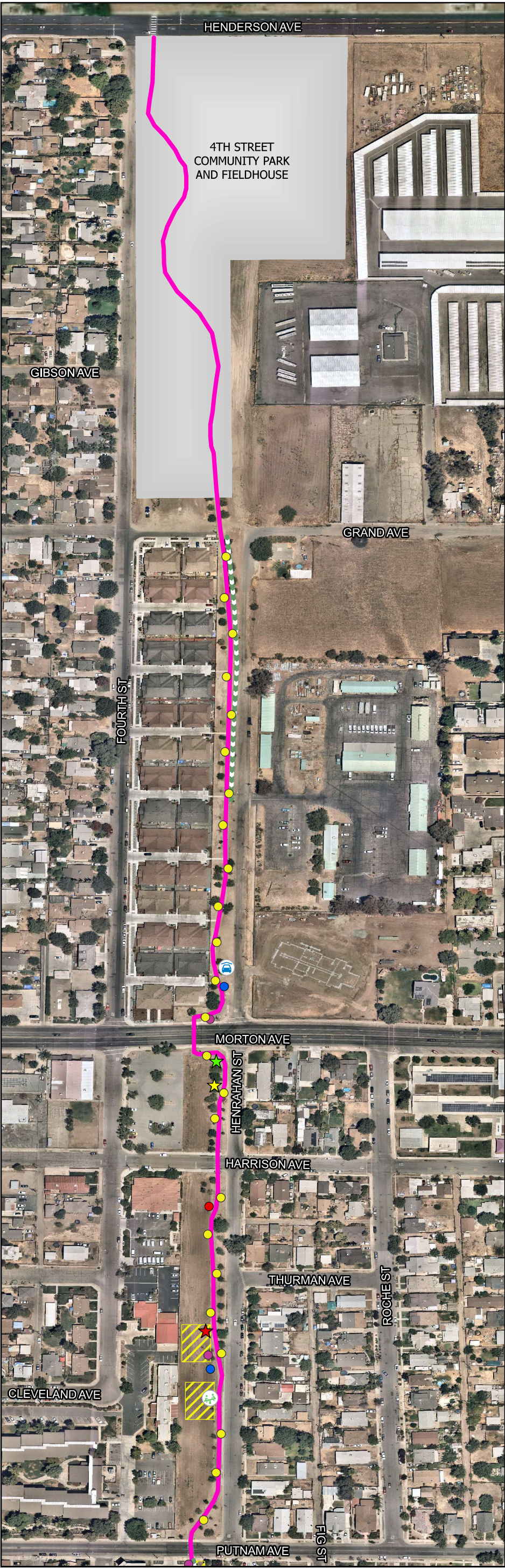
By_____

Date_____

Date_____

Non-Infrastructure Cost Proposal Work Plan Estimates			
Fill in the following items:			
Date: (1)	31-Jan-22		
Implementing Agency Name: (2)	Climate Action Pathways for Schools		
Project Title: (3)	Santa Fe Byway		
Project Description: (4)	This project aims to use student interns and adults to reduce the barriers and increase usership of the Santa Fe Byway trail so that Porterville residents know about and feel more comfortable and enthusiastic about using the Rails to Trails routes to safely travel to work, get to school, exercise, and gather as a community. Additionally, proper waste disposal to mitigate litter on trails and other public spaces will also be a component of the outreach and education.		
Enter information in each Task Tab, as it applies (Task A, Task B, Task C, Task D, etc.)			
For Department use only			
You will not be able to fill in the following items. Items will auto-populate once you've entered all "Task" tabs that apply:			
Task Summary:			
Click the links below to navigate to "Task Details" tabs:	Enter the Task Name from Each Itemized Task		
Task	Task Name	Total CCLGP \$	Total Cost \$
Task "A"	Student Interns: Community Outreach & Educ	\$33,274	\$33,274
Task "B"	Student Interns: Santa Fe Byway Sign Design	\$4,150	\$4,150
Task "C"		\$0	\$0
Task "D"		\$0	\$0
Task "E"		\$0	\$0
Task "F"		\$0	\$0
Task "G"		\$0	\$0
Task "H"		\$0	\$0
Task "I"		\$0	\$0
Task "J"		\$0	\$0
Total for all Tasks		\$37,424	\$37,424

Clean CA Grant Application - Project Scope Map



Legend

- Solar Lighting
- Drinking Fountain
- Benches (4 per spot)
- Trash Can
- Bike Repair Station
- Fitness Equipment
- Public Art
- Large Picnic Shelter
- Park and Walk
- Playground
- Fence
- Gabion Footings
- Drought Tolerant Landscaping





CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Acceptance of Final Subdivision Map - Royal Oaks, Phase 2

SOURCE: Engineering and Project Management

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

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

The final map is in conformance with the approved tentative map and City Council Resolutions 99-2006, 100-2006, 57-2008, 70-2009, and 40-2018. The improvement plans, specifications, dedications and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

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

ATTACHMENTS: 1. Final Subdivision Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1.

RIGHT OF WAY FOR SOUTH INDIANA STREET, RED OAK AVENUE, PIN OAK AVENUE, SOUTH CHESS TERRACE PLACE, ROYAL OAK COURT, OHIO PLACE, CREEKSIDE PLACE, AND COTTAGE PLACE
1.

BLOCK WALL AND FOOTING EASEMENT IN FAVOR OF THE CITY OF PORTERVILLE, FOR BLOCK WALL PURPOSES AND LABELED AS "BWE" HEREON
2.

PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF PORTERVILLE, FOR PUBLIC UTILITY PURPOSES AND LABELED AS "PUE" HEREON
3.

PUBLIC ACCESS EASEMENT IN FAVOR OF THE CITY OF PORTERVILLE, FOR PUBLIC ACCESS PURPOSES AND LABELED AS "PAE" HEREON
4.

TRAIL AND LANDSCAPE EASEMENT IN FAVOR OF THE CITY OF PORTERVILLE, FOR PEDESTRIAN ACCESS AND LANDSCAPE PURPOSES
5.

DITCH ACCESS AND MAINTENANCE EASEMENT IN FAVOR OF DITCH OWNER, FOR ACCESS AND DITCH MAINTENANCE PURPOSES

FOR: LEORA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: TITLE:

BY: TITLE:

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

STATE OF CALIFORNIA/COUNTY OF

ON , BEFORE ME, , A NOTARY PUBLIC

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE PRINT NAME

MY COMMISSION EXPIRES: COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: COUNTY

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

STATE OF CALIFORNIA/COUNTY OF

ON , BEFORE ME, , A NOTARY PUBLIC

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE PRINT NAME

MY COMMISSION EXPIRES: COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: COUNTY

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

THIS SUBDIVISION IS SUBJECT TO A LANDSCAPE AND LIGHTING ACT ASSESSMENT DISTRICT WHICH WILL BE FORMED WITHIN 45 DAYS OF THE RECORDING OF THIS MAP

NOTICE TO HOMEOWNERS:

THIS SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE DISTRICT AND MAINTENANCE FEE FOR LANDSCAPING, SIDEWALK, AND BLOCK WALL MAINTENANCE IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST

FLOOD NOTE

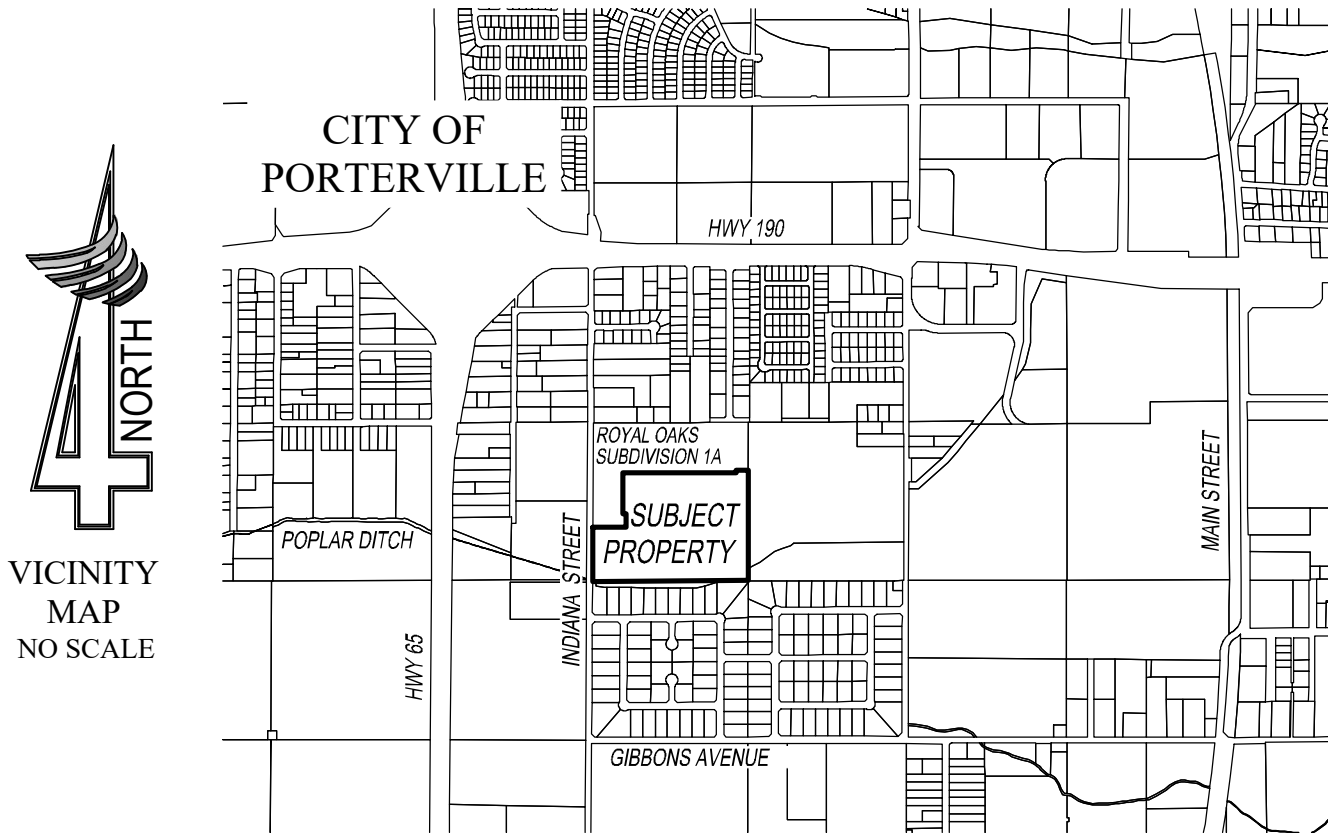
THE SUBJECT SITE IS WITHIN FLOOD ZONE X AS SHOWN ON FEMA FIRM PANEL 06107C1641E, EFFECTIVE 6/16/2009

ROYAL OAKS SUBDIVISION, PHASE 2

SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

LEGAL DESCRIPTION

ALL THAT PORTION AS LABELED "REMAINDER" OF ROYAL OAKS SUBDIVISION 1A, AS SHOWN ON SAID MAP, LOCATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, RECORDED JULY 30, 2020 AS DOCUMENT 2020-0044997 AND FILED IN VOLUME 44 OF MAPS AT PAGE 53, TULARE COUNTY RECORDS



EASEMENTS OF RECORD (NOT PLOTTABLE)

1.

AN EASEMENT FOR POLES AND POLE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF MT. WHITNEY POWER AND ELECTRIC COMPANY, A CORPORATION, REC. AS BOOK 31, PAGE 286 OF OFFICIAL RECORDS.
2.

AN EASEMENT FOR POLES AND POLE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON, RECORDED JUNE 4, 1952 AS BOOK 1601, PAGE 236 OF OFFICIAL RECORDS.
3.

AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED DECEMBER 16, 2019, AS INSTRUMENT NO. 2019-0073407, OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CA. GAS CO.
4.

AN EASEMENT FOR SOLAR ENERGY EQUIPMENT AND INCIDENTAL PURPOSES IN FAVOR OF SUNSTREET ENERGY GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN DEED REC. 2/2/2021, AS INSTR. NO. 2021-0010200, O.R.

RECORDER'S STATEMENT

DOCUMENT NO. FEE PAID
FILED THIS DAY OF , 20 , AT M.,
IN VOLUME OF MAPS, AT PAGE TULARE COUNTY RECORDS,
AT THE REQUEST OF 4 CREEKS, INC.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: DEPUTY

PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ON AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. DATED THIS DAY OF , 20 .

RANDY D. WASNICK P.L.S. 8163

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT. DATED THIS DAY OF , 20 .

MICHAEL K. REED, PUBLIC WORKS DIRECTOR P.L.S.7514

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME IN , 20 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE. DATED THIS DAY OF , 20 .

BY:

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED THIS DAY OF , 20 .

BY:

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE DAY OF , 20 , AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC THE STREETS, AVENUES, EASEMENTS, AND ACCESS LIMITATION STRIPS, ALL AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

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

BY: CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS DAY OF , 20 .

BY: CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

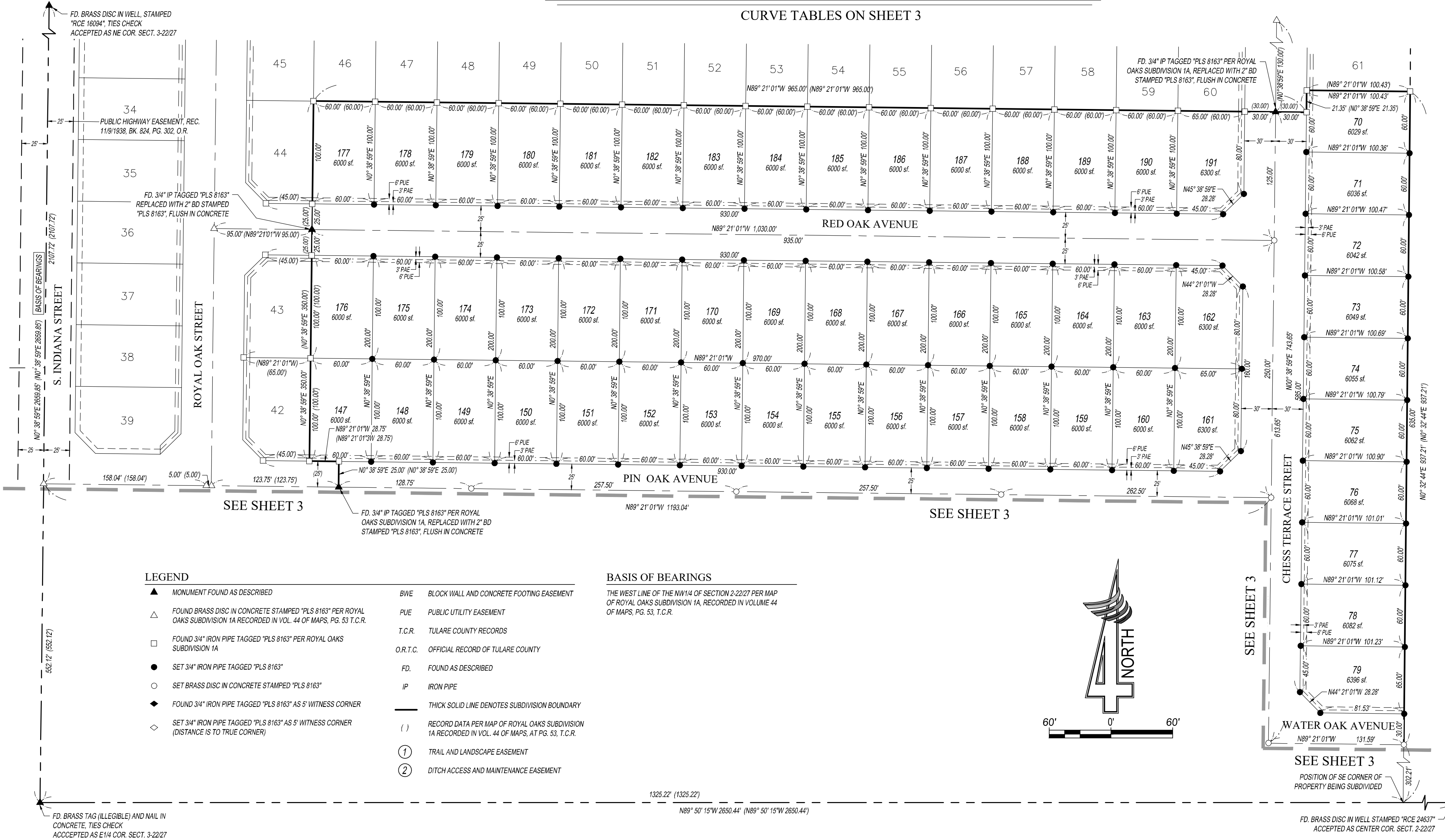
I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA. DATED THIS DAY OF , 20 .

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

BY: DEPUTY

ROYAL OAKS SUBDIVISION, PHASE 2

CURVE TABLES ON SHEET 3



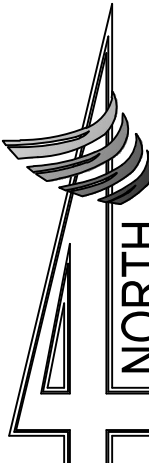
LEGEND

- ▲ MONUMENT FOUND AS DESCRIBED
- △ FOUND BRASS DISC IN CONCRETE STAMPED "PLS 8163" PER ROYAL OAKS SUBDIVISION 1A RECORDED IN VOL. 44 OF MAPS, PG. 53 T.C.R.
- FOUND 3/4" IRON PIPE TAGGED "PLS 8163" PER ROYAL OAKS SUBDIVISION 1A
- SET 3/4" IRON PIPE TAGGED "PLS 8163"
- SET BRASS DISC IN CONCRETE STAMPED "PLS 8163"
- ◆ FOUND 3/4" IRON PIPE TAGGED "PLS 8163" AS 5' WITNESS CORNER
- ◇ SET 3/4" IRON PIPE TAGGED "PLS 8163" AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)

- BWE BLOCK WALL AND CONCRETE FOOTING EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- T.C.R. TULARE COUNTY RECORDS
- O.R.T.C. OFFICIAL RECORD OF TULARE COUNTY
- FD. FOUND AS DESCRIBED
- IP IRON PIPE
- THICK SOLID LINE DENOTES SUBDIVISION BOUNDARY
- () RECORD DATA PER MAP OF ROYAL OAKS SUBDIVISION 1A RECORDED IN VOL. 44 OF MAPS, AT PG. 53, T.C.R.
- ① TRAIL AND LANDSCAPE EASEMENT
- ② DITCH ACCESS AND MAINTENANCE EASEMENT

BASIS OF BEARINGS

THE WEST LINE OF THE NW1/4 OF SECTION 2-22/27 PER MAP OF ROYAL OAKS SUBDIVISION 1A, RECORDED IN VOLUME 44 OF MAPS, PG. 53, T.C.R.



PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

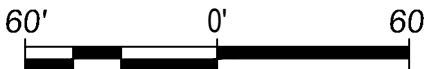
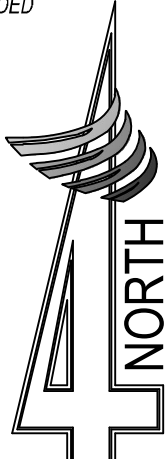
ROYAL OAKS SUBDIVISION, PHASE 2

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PER MAP OF ROYAL OAKS SUBDIVISION 1A, RECORDED
IN VOLUME 44 OF MAPS, PG. 53, T.C.R.



CURVE TABLE			
Curve #	Length	Radius	Delta
C1	36.14	50.00	41.41
C2	229.35	50.00	262.82
C3	2.71	50.00	3.10
C4	169.14	50.00	193.82
C5	54.79	50.00	62.79
C6	2.71	50.00	3.10
C7	36.14	50.00	41.41
C8	36.14	50.00	41.41
C9	229.35	50.00	262.82

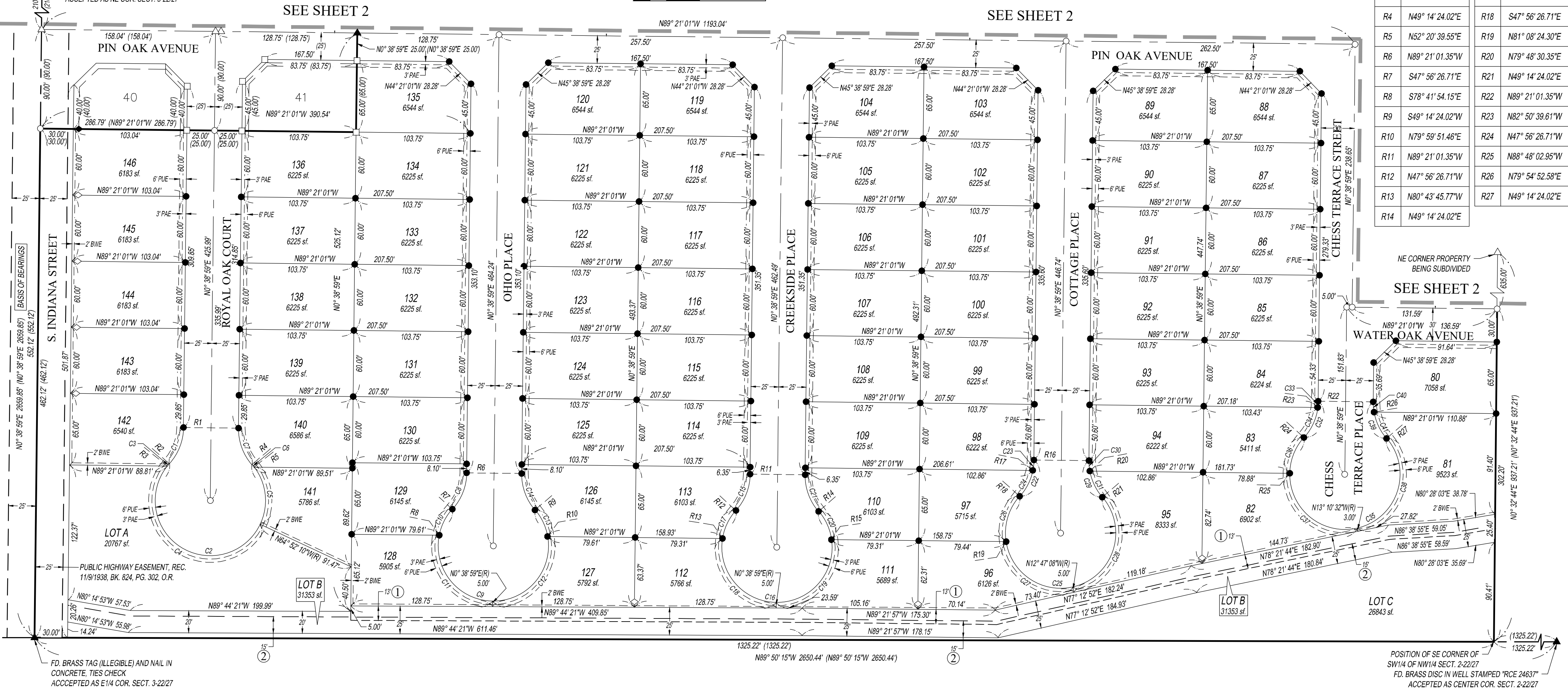
CURVE TABLE			
Curve #	Length	Radius	Delta
C10	26.84	50.00	30.76
C11	87.84	50.00	100.65
C12	87.84	50.00	100.65
C13	26.84	50.00	30.76
C14	36.14	50.00	41.41
C15	36.14	50.00	41.41
C16	229.35	50.00	262.82
C17	28.61	50.00	32.79
C18	86.06	50.00	98.62

CURVE TABLE			
Curve #	Length	Radius	Delta
C19	86.06	50.00	98.62
C20	28.61	50.00	32.79
C21	36.14	50.00	41.41
C22	36.14	50.00	41.41
C23	9.46	50.00	10.84
C24	26.68	50.00	30.57
C25	229.35	50.00	262.82
C26	44.44	50.00	50.92
C27	81.97	50.00	93.93

CURVE TABLE			
Curve #	Length	Radius	Delta
C28	102.95	50.00	117.97
C29	36.14	50.00	41.41
C30	9.46	50.00	10.84
C31	26.68	50.00	30.57
C32	36.14	50.00	41.41
C33	5.68	50.00	6.51
C34	30.46	50.00	34.90
C35	229.35	50.00	262.82
C36	35.64	49.11	41.58

CURVE TABLE			
Curve #	Length	Radius	Delta
C37	91.08	49.79	104.80
C38	102.61	50.00	117.58
C39	36.14	50.00	41.41
C40	9.37	50.00	10.74
C41	26.77	50.00	30.67

RADIAL TABLE		RADIAL TABLE	
#	BEARING	#	BEARING
R1	N89° 21' 01.35"W	R15	N82° 01' 43.08"E
R2	N47° 56' 26.71"W	R16	N89° 21' 01.35"W
R3	S51° 02' 42.24"E	R17	N78° 30' 33.04"W
R4	N49° 14' 24.02"E	R18	S47° 56' 26.71"E
R5	N52° 20' 39.55"E	R19	N81° 08' 24.30"E
R6	N89° 21' 01.35"W	R20	N79° 48' 30.35"E
R7	S47° 56' 26.71"E	R21	N49° 14' 24.02"E
R8	S78° 41' 54.15"E	R22	N89° 21' 01.35"W
R9	S49° 14' 24.02"W	R23	N82° 50' 39.61"W
R10	N79° 59' 51.46"E	R24	N47° 56' 26.71"W
R11	N89° 21' 01.35"W	R25	N88° 48' 02.95"W
R12	N47° 56' 26.71"W	R26	N79° 54' 52.58"E
R13	N80° 43' 45.77"W	R27	N49° 14' 24.02"E
R14	N49° 14' 24.02"E		



PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
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FAX: 559.802.3215

SHEET 3 OF 3



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Final Ballot Results - Area 457 Sewer Utility District

SOURCE: Engineering and Project Management

COMMENT: This report is a follow-up to the Area 457 Sewer Utility District Public Hearing held on August 16, 2022. At the Public Hearing, staff requested the Hearing to be open and to tabulate the votes the following day. Staff also requested that the results be presented to the City Council at its meeting of September 6, 2022.

The votes were subsequently tabulated and certified. Tabulation indicates 34.51% of the property owners voted (39 votes), of those 92.31% (36 votes) of the votes received were in favor of forming the Sewer Utility District; 7.69% (3 votes) of the ballots received voted against formation of the Sewer Utility District. Two ballots were excluded as one was not signed by the legal property owner and one was received in the mail after the deadline. The Council may now consider the attached Resolution approving the formation of the Sewer Utility District and levying of the assessment.

RECOMMENDATION: That City Council accept the voting results for Area 457 Sewer Utility District and adopt the draft Resolution approving the Formation of Sewer Utility District 457.

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 457 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>39</u>	No. of Ballots <u>36</u> AYES 92.31%	No. of Ballots <u>3</u> NAYS 7.69%

In addition, 2 ballots received were invalid due to:

 Ballot vote not marked / could not be determined

1 Received after deadline

1 Not signed by property owner/s

Ballots Tabulated By:


Signature



Fernando Gabriel-Moraga

Print Name

Deputy City Clerk

Title

8/17/2022

Date

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE FORMATION OF
ISLAND ANNEXATION AREA 457
SEWER UTILITY DISTRICT AND LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 457, was a large area annexed into the city in 2015;
and

WHEREAS: the parcels in this area 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 16, 2022, with tabulation of said ballots continued to August 17, 2022;

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

1. Approves the formation of the Island Annexation Area 457 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 6th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT LOCATION

STATE HIGHWAY 190

STATE HIGHWAY 65

S WISCONSIN ST

S INDIANA ST

S COTTAGE ST

LEGEND



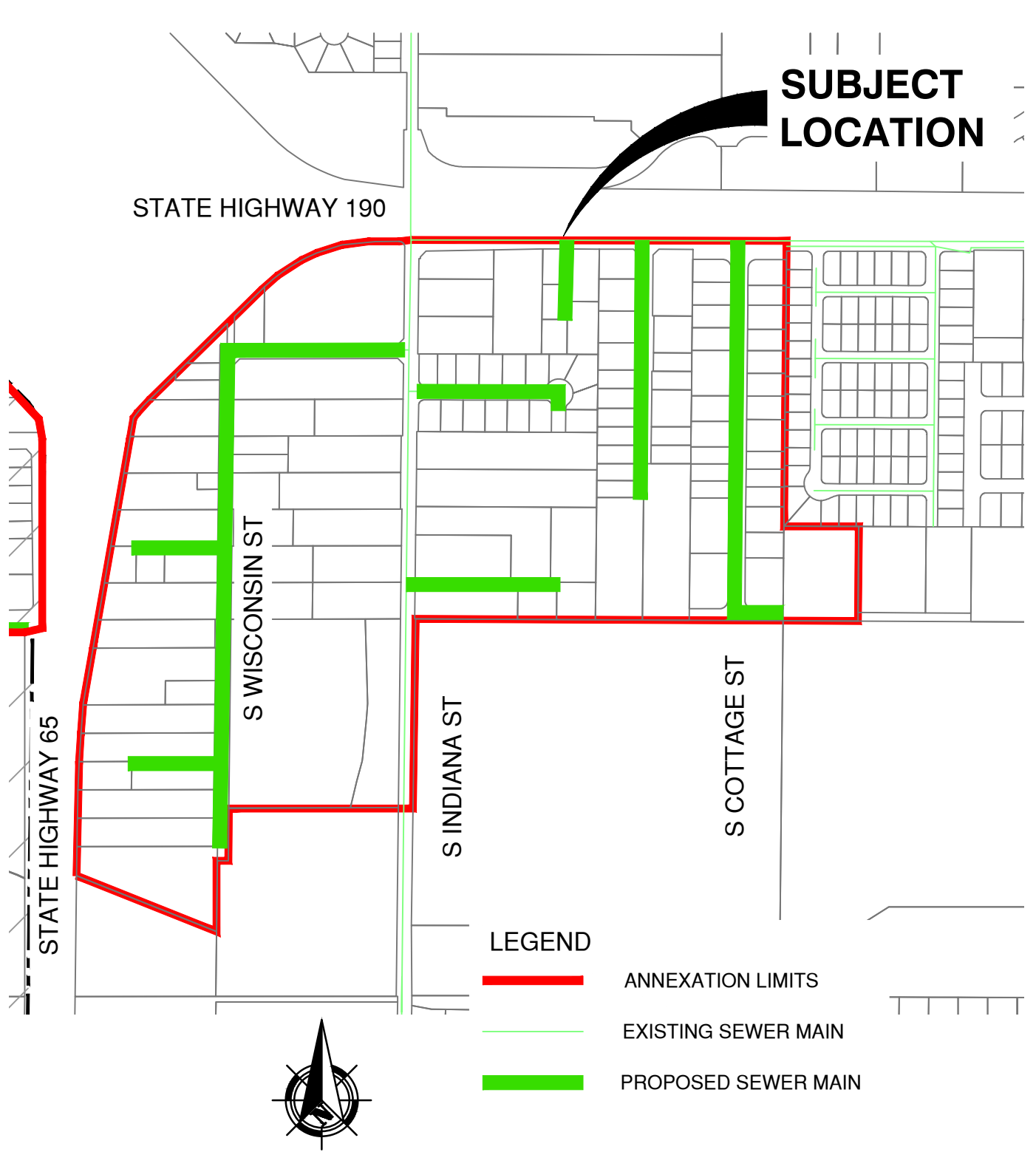
ANNEXATION LIMITS



EXISTING SEWER MAIN



PROPOSED SEWER MAIN





CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Authorization of Street Closure for Pioneer Days

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department is planning the return of its annual fundraiser event for the Zalud House Museum. Pioneer Days & Rib Cook-Off is scheduled for Saturday, October 8, 2022, from the hours of 6:00 AM to 4:00 PM (which includes setup and teardown) on Main Street in the area of Morton Avenue to Putnam Avenue. Some of the activities will include: a rib cook-off, pageants, vendors, live shoot-out, historical displays, reenactments, kids corral, old west games, music and more.

In support of this event, it is requested that the City Council approve a temporary closure of Main Street between Putnam Avenue and Morton Avenue, and on Harrison Avenue, Thurman Avenue and Cleveland Avenue from Division Street to the alley just east of Main Street. The Internal Community Civic Event form was routed to City staff and included as an attachment to this report.

RECOMMENDATION: That the City Council authorize the temporary closure of Main Street from Morton Avenue to Putnam Avenue, and on Harrison Avenue, Thurman Avenue and Cleveland Avenue from Division Street to the alley just east of Main Street, on October 8, 2022, from 6:00 AM to 4:00 PM, during Pioneer Days.

ATTACHMENTS:

1. Internal Community Civic Event Application
2. Road Closure Diagram

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

Internal Community Civic Event

(For events primarily sponsored and organized by City Departments)



Application Date: 8/17/2022 Event Date: 10/8/2022

Location of Event Downtown Porterville/ Centennial Park area

Name of Event: Zalud House Museum Pioneer Days & Rib Cook-off

Sponsoring Department: Parks & Leisure Services

Department Contact Tonya Childree, 791-7697

Affiliated Organizations: _____

City Services Requested:

Barricades (Quantity)	20	Refuse Pickup:	Yes	No	
Amplified Noise Permit	Yes	No	Police Assistance:	Yes	No
Parks Facility Application	Yes	No	Street Sweeping:	Yes	No
Assembly Permit	Yes	No			
Other:	Request use of extra trash containers.				

Staff Comments (list special requirements or conditions for event):

P&LS Director: _____

Public Works Director: _____

Community Dev. Director: _____

Field Services Manager: _____

Fire Chief: _____

Police Chief: _____

Administrative Services Mgr.: _____

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

**Zalud House Museum / Pioneer Days Rib Cook-off
October 8, 2022 / 11:00 AM—3:00 PM**

Location: Downtown Porterville / Centennial Park

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted by organizer with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sergeant Erik Martinez of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Ron Moore, Lieutenant
Porterville Police Department

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



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

- 1 Name and home address of the applicant: Tonya Childree, 15 E. Thurman Ave, Suite A, Porterville
- 2 Address where amplification equipment is to be used: Centennial Park, Main Street (Putnam to Mrton)
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Tonya Childree/ Parks & Leisure Services Department
- 4 Type of event for which amplification equipment will be used: Pioneer Days & Rib Cook-Off
- 5 Dates and hours of operation of amplification equipment: October 8, 2022, 11am-3pm
- 6 A general description of the sound amplifying equipment to be used: Music and announcements from microphone and speakers, intermitten gun fire from Jackass Mail Run

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort ,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Tonya Childree

Signature of Applicant

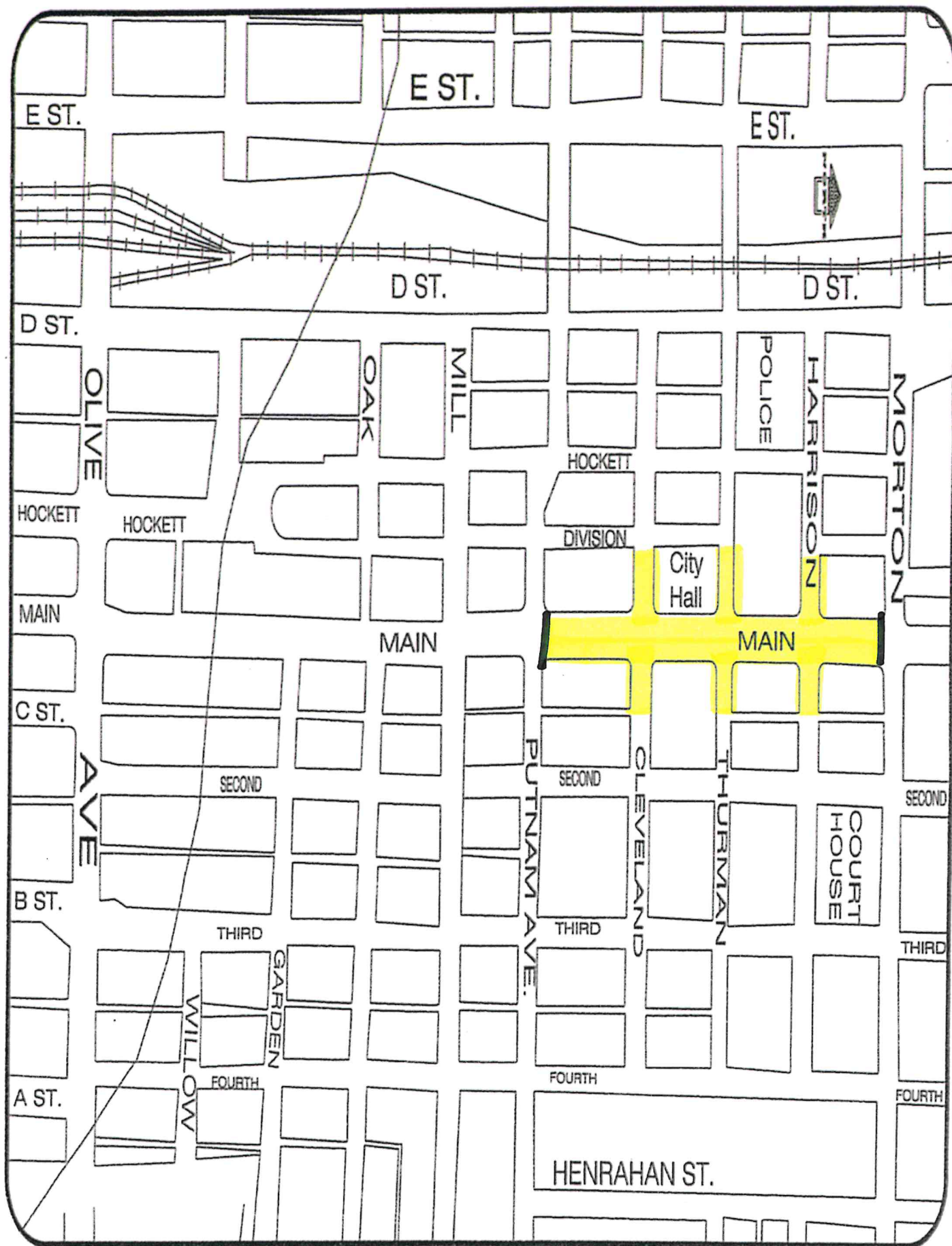
8/17/2022

Date

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

City of Porterville, Chief of Police/Designee

Date





CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Approval of Community Civic Event - Central California Family Crisis Center, Inc. - 22nd Annual Domestic Violence Candlelight Vigil - October 20, 2022

SOURCE: Finance

COMMENT: The Central California Family Crisis Center, Inc. is requesting approval of its Community Civic Event Application to hold the 22nd Annual Domestic Violence Candlelight Vigil at Centennial Park on Thursday, October 20, 2022, from 4:00 p.m. to 8:30 p.m. October being Domestic Violence Awareness Month, the event is being held to commemorate the lives lost to domestic violence, and will include a resource fair with booths from several agencies providing information to the public, an art exhibit and a vigil program.

This request is made under the Community Civic Event Ordinance No. 1326, as amended. The Application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B and Exhibit C.

RECOMMENDATION: That the City Council approve the Central California Family Crisis Center, Inc.'s application for Community Civic Event permit to hold the 22nd Annual Domestic Violence Candlelight Vigil on Thursday, October 20, 2022 at Centennial Park, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B and Exhibit C.

ATTACHMENTS: 1. CCE 22nd Annual Domestic Violence Candlelight Vigil

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: Fernando Gabriel-Moraga, Deputy City Clerk

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? Attached E-mail address? See Bellow Website? ccfamilycrisis.org
Application date: 08/01/2022 Event date: October 20, 2022
Event time: Set up 4:00pm Event Start 6:30pm - 8:30pm
Name of Event: 22nd Annual Domestic Violence Candlelight Vigil

Sponsoring organization: Central California Family Crisis Center, Inc. Phone # 559-781-7462

Address: 211 N. Main Street, Porterville, CA 93257

Authorized representative: Andrea Morales Phone # 559-781-7462 ext 109

Address: PO Box 2033, Porterville, CA 93258

Event chairperson: Same as Authorized representative Phone # _____

Email: amorales@ccfamilycrisis.org

Location of event Centennial Park 296 N. Main Street, Porterville, CA 93257

(Location map must be attached)

Type of event: Candlelight Vigil to commemorate Domestic Violence Awareness Month October 2022 and resource fair.

Non-profit organization status: 501(c)3

(IRS Determination)

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

Barricades (quantity): N/A Street sweeping Yes _____ No X

Police protection Yes _____ No X Refuse pickup Yes _____ No X

Other: _____

Parks facility application required: Yes _____ No X Attached _____

Assembly permit required: Yes _____ No X Attached _____

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

Appr. Deny

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted NO LESS THAN 30 DAYS PRIOR to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/govt/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

AM Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

AM Authorized Representative Initials

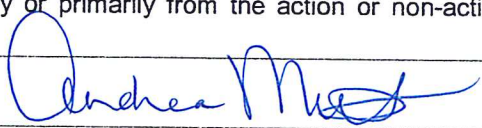
Health permit: Organization/Applicant **will obtain or ensure** that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health Department located at 5957 S. Mooney Blvd., Visalia, CA, 93277, call 559-733-6441, or fax information to 559-733-6932; or visit their website: www.tularehhsa.org.

AM Authorized Representative Initials

First aid station: Organization/Applicant will establish a first aid station, with clearly posted signs, to provide basic emergency care, such as ice/hot packs, bandages, and compresses.

AM Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

Central California Family Crisis Center, Inc.		08/01/2022
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: 22nd Annual Domestic Violence Candlelight Vigil

Sponsoring organization: Central California Family Crisis Center, Inc.

Location: Centennial Park 296 N. Main Street, Porterville, CA Event date: 10/20/2022 Event time: Event 6:30 - 8:30pm

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

[illegible]

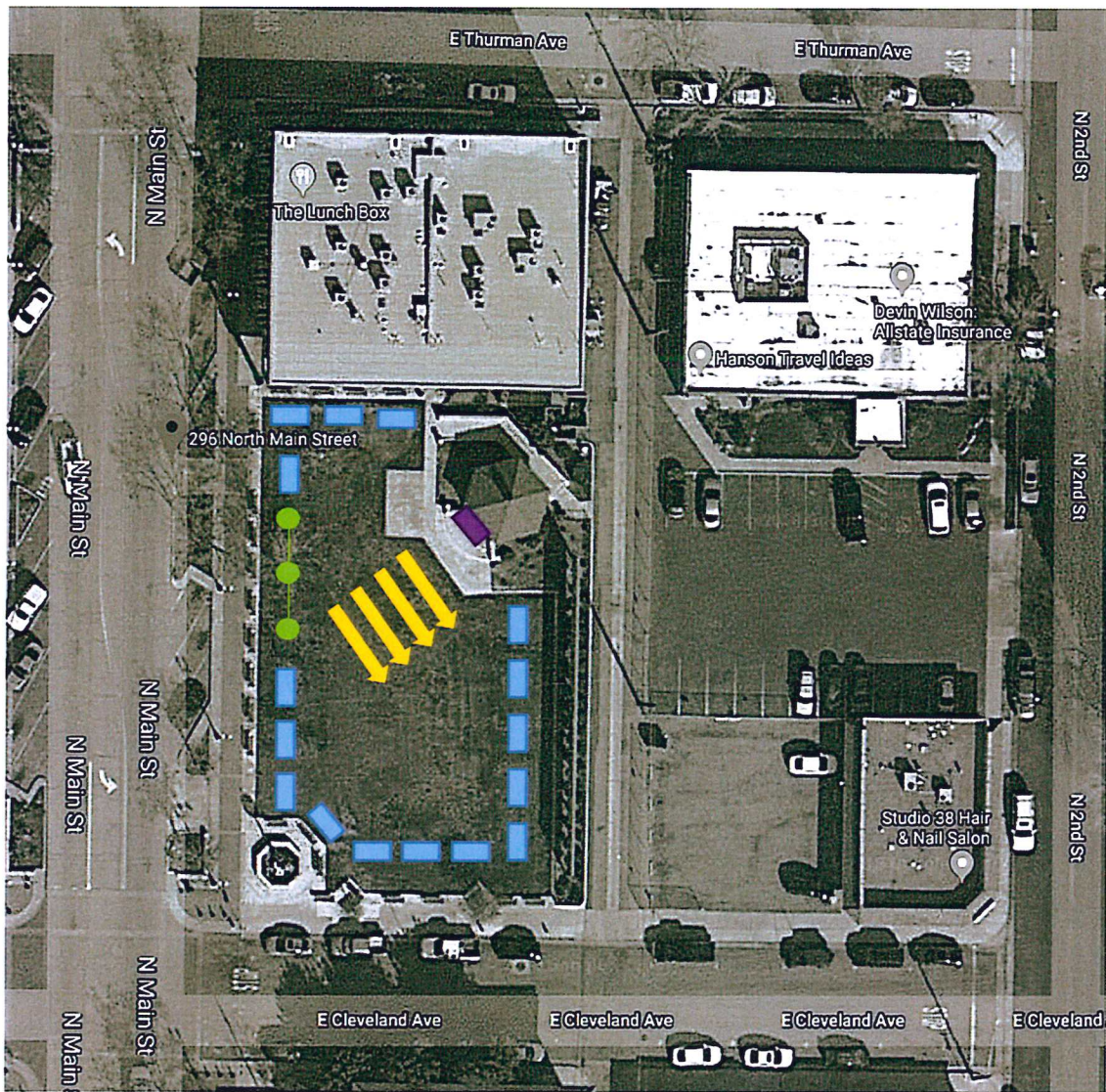
***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day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

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

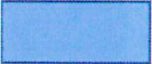
Agency	Address
California Farmworkers Foundation	1120 Kensington St, Delano, CA 93215
Campesinas Unidas Del Valle De San Joaquin	PO BOX 3081 Poplar CA 93258-3081
CASA	93 N. Main Street Porterville, CA 93257
Central California Legal Services	2025 W Feemster Ave, Visalia, CA 93277
Central Valley Recovery Services	1731 West Walnut, Visalia, CA 93277
Child Abuse Prevention Council	1730 W Walnut Ave suite b, Visalia, CA 93291
City of Porterville	291 N Main St, Porterville, CA 93257
C-Set	1063 W Henderson Ave, Porterville, CA 93257
Dana's Drip	Porterville, CA
District Attorney's Office Victim Witness	221 S. Mooney Blcd, Rm 264 Visalia, CA 93291
Dolores Huerta Foundation	P.O. Box 2087. Bakersfield, CA 93303
Family Health Care Network	323 W. Putnam Ave. Porterville, CA 93257
Human Trafficking Task Force	2637 W. Burrell Ave, Ste 100 Visalia, CA 93291
Imagine Community Art Center	372 N 3rd St, Porterville, CA 93257
Kings View	177 W. Henderson Ave. Porterville, CA 93257
Lindsay Family Resource Center	400 E Hermosa St, Lindsay, CA 93247
Parenting Network	770 N. Main St. Porterville, CA 93257
Porterville Area Coronation Council	368 E Date Ave, Porterville, CA 93257
Porterville Chamber of Commerce	93 N Main St a, Porterville, CA 93257
Porterville Fire	40 W Cleveland Ave, Porterville, CA 93257
Porterville Kiwanis Club	450 N. Newcomb Ave. Porterville, CA 93257
Porterville Police Department	350 N D St, Porterville, CA 93257
Porterville Wellness Center	333 W Henderson Ave #1732, Porterville, CA 93257
Proteus Inc.	54 N. Main, Ste. 10, Porterville, CA 93257
PSW	194 W. Poplar Ave. Portervill, CA 93257
Self Help Enterprises	8445 W Elowin Ct, Visalia, CA 93291
Sheriff's Department	833 S. Akers St. Visalia, California 93277
Sierra View Medica Center	465 W Putnam Ave, Porterville, CA 93257
Suicide Prevention Task Force	5957 S. Mooney Blvd. Visalia, CA 932577
TC HHSA (Alcohol & Other Drugs Program)	1055 W. Henderson, Suite #4 Porterville, CA 93257
The Source LGBT + Center	109 NW 2nd Ave, Visalia, CA 93291
Tulare County Office of Education	6200 S Mooney Blvd, Visalia, CA 93277
Tule River Indian Health Center, Inc.	380 N. Reservation Rd., Porterville, CA
Tule River IndianTribe of California	340 N Reservation Rd Porterville, CA 93257.
United Way	1601 E Prosperity Ave, Tulare, CA 93274
Welcome Center/Turning Point	140 South C Street Porterville, CA 93257
Zonta Club of Porterville	

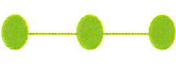
REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Event date: October 20, 2022 Hours: Event 6:30 - 8:30pm



Key = **Tables** **Chairs** **Clothesline** **Amplification Equipment & Podium**






Information tables will be placed in front of the clothesline and around the perimeter of the park. Chairs will be place in front of the gazebo as pictured below but with more spaced out more.



Requirements for Community Civic Event
Central California Family Crisis Center, Inc.
22nd Annual Domestic Violence Candlelight Vigil
October 20, 2022

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Comply with vendor and/or food booth Requirements in the attached document. Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to remain off the grass.
Police Lieutenant: <i>R. Moore</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	Other than adhering to all state/federal/local mandates concerning COVID-19 and the City's requirement for liability insurance and naming the City as an additional insured, Risk Management requires nothing further.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Central California Family Crisis Center, Inc.
Event: 22nd Annual Domestic Violence Candlelight Vigil
Event Chairman: Andrea Morales
Location: Centennial Park, Porterville Ca
Date of Event: October 20, 2022 (4:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

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

**22nd Annual Domestic Violence Candlelight Vigil
Centennial Park
October 20, 2022 / 4:00PM – 8:30PM**

Proposed Conditions/Requirements:

- Should food vendors be present, they should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- Should an Outside Amplifier Permit be submitted and approved, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets and sidewalks are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Ron Moore, Lieutenant
Porterville Police Department



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor carnival and fair booths.

A permit is required before any tent or membrane structure larger than 400 square feet can be erected. (California Fire Code 3103.2)

Tents and membrane structures having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the building official and fire code official.

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Tents open on all sides which comply with all the following:
 - a. Individual tents having a maximum size of 700 square feet.
 - b. Aggregate area of multiple tents placed side by side without 12 feet clearance, not exceeding 700 square feet total.
 - c. A minimum clearance of 12 feet to all structures and other tents.

Definitions

Cooking Booth – Booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flambe', deep fat frying, baking, warming, or boiling. **Deep fat frying** – Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

- All fabrics or membranes covering cooking booths shall be California State Fire Marshal certified flame retardant and be labeled as such.
- Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant spray.
- Flooring materials used within cooking booths and cooking equipment shall be non-combustible or California State Fire Marshal certified fire-retardant. (*Exception 3/8" plywood or similar material.*)
- Each cooking booth shall have at least one exit-way, a minimum 3' wide and 6'8" high. Booth frames shall not obstruct exit paths.
- Cooking booths shall have a minimum clearance of 10' on at least two sides with clearance of at least 10' from any vendor booth.
- Minimum 12' separation required between cooking booths with an aggregate size of 400 sq.ft. with sides, or 700 sq.ft. without sides.

Cooking Equipment

- All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18" from booth back/side drop materials.
- Compressed gas (butane, propane, or natural) equipment shall conform to the following:
 - Shut off valves shall be provided at each fuel source;
 - Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - Manufactured cooking appliances shall be equipped with a Thermocouple Valve to shut off fuel if flame is extinguished;
 - The booth operator shall test all connections for leaks with soap and water solution;
 - Fuel tanks shall be protected from damage and secured in an upright position;
 - Hoses shall be of a type approved for use with the equipment and fuel type;
 - Tanks not in use shall be turned off;
 - Extra fuel tanks shall not be stored in booths;
 - Unused fuel cylinders shall be stored in a secured position.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

- Use only an electric starter or commercially sold lighter fluid.
- Charcoal cooking and storage of lighter fluid is prohibited inside booths.
- Charcoal cooking shall be located a minimum of ten **10'** away from booths and in areas away from public access.
- Charcoal cooking shall be located at least ten **10'** away from combustible structures and parked vehicles.
- Coals shall be disposed of in metal containers with lids approved by the Fire Marshal.

Deep Fat Frying, Flambé, and Wok

- Deep fat frying, flambé, and wok shall be located **no closer than 18"** from any combustible material.
- Cooking areas shall not be accessible to the public.
- Deep fat frying equipment shall be equipped with a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
- Separation shall be maintained with a minimum of **3'** clearance between deep fat frying and flambé or open flame cooking.

Vendor Booth Construction and Location

- Each vendor booth shall have at least one exit-way, a minimum of **3'** wide by **6'8"** high. Booth frames shall not obstruct exit paths.
- Vendor booths shall have a minimum clearance of **20'** on at least one side, with clearance of at least **10'** from any cooking booth.

Electrical Power

- Generators shall be placed only in locations approved for festival use.
- Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
- Smoking and open flames shall be prohibited within **25'** of refueling operations.
- Extension cords shall be of a grounded type and approved for exterior use.

Fire Extinguishers

- Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of **2A: 10BC**. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for **class "K" fires**.
- Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
- For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A: 10BC** shall not exceed **75'**.
- Each generator shall be provided with a fire extinguisher with a minimum **40BC** rating. The extinguisher shall be located near the generator and accessible at all times.
- All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

Miscellaneous

- The Porterville Fire Department shall be provided with a site plan showing emergency access.
- All booths are subject to inspection by the Fire Department and any discrepancies will require immediate action.
- All cooking areas shall be cleaned regularly to prevent the build-up of grease.
- There shall be a competent adult in cooking booths at all times to ensure safety.
- Seating shall be a minimum of **15'** from booths with open flame devices or cooking appliances.
- The Fire Department shall be provided with a telephone number of the responsible party to contact in case of emergency on a 24 hour basis.

Fire Safety Tips

- Know where fire extinguishers are and how to use them.
- Do not leave cooking unattended.
- Do not wear loose-fitting clothing while cooking.
- Remove trash accumulation regularly.
- Keep combustible materials away from heat sources.
- **In case of an emergency dial 9-1-1.**

The attached "Food Booth Vendor Agreement" must be on site at all times and presented upon request of any Porterville Fire Department Personnel.



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

Booth/Space # _____ Business Name _____
On Site Contact Name _____ Contact Phone # _____

Cooking Booth Construction and Location

1. Tents, canopies, and decorative material shall be inherently flame-resistive and proof of certification shall be on site at all times.
2. Cooking booth floors may be concrete, asphalt, or plywood over grass and dirt.
3. An emergency access of 36" shall be maintained between the back of each cooking booth and any fencing at all times. **NO EXCEPTIONS.**

Cooking Equipment

1. Cooking with charcoal, wood, or other solid fuel shall be located a **minimum of 10'** away from booths, canopies, combustible material or any public access.
2. Deep fat frying shall be located a **minimum of 3'** away from booths, canopies, open flame cooking, combustible material or any public access.
3. Any open flame cooking shall be located a **minimum of 18"** away from any vertical surface, combustible material or any public access.
4. Extra fuel tanks shall **NOT** be stored in booths or within 5' of cooking equipment.
5. All cooking, gas powered, or electrically energized equipment shall meet manufacturer specifications and shall be free of excess cooking oils or any other combustible materials.

Miscellaneous

1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided in all cooking areas with deep fat frying.
3. All cooking areas shall be cleaned regularly to prevent build-up of combustible substances.
4. Extension cords shall be of a grounded type, approved for exterior use, and in good working order.
5. Smoking is not allowed at any time within food booths or within 25' of any fuel source.
6. Specialized cooking equipment is subject to approval by the Fire Marshal.

Additional Requirements:

The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any discrepancies to the above requirements or any conditions considered a threat to fire and life safety by the Fire Inspector may result in the immediate cessation of cooking.

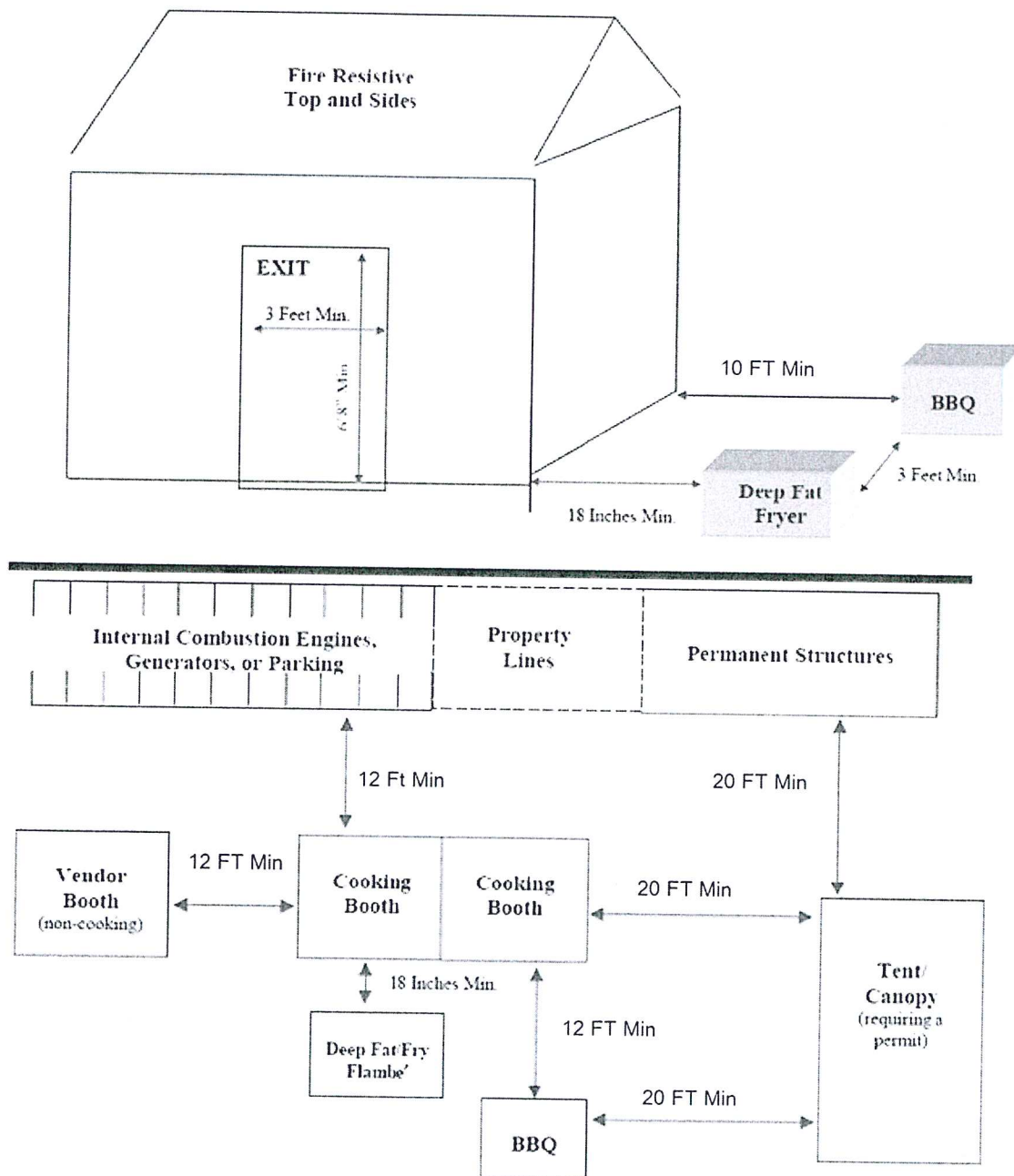
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

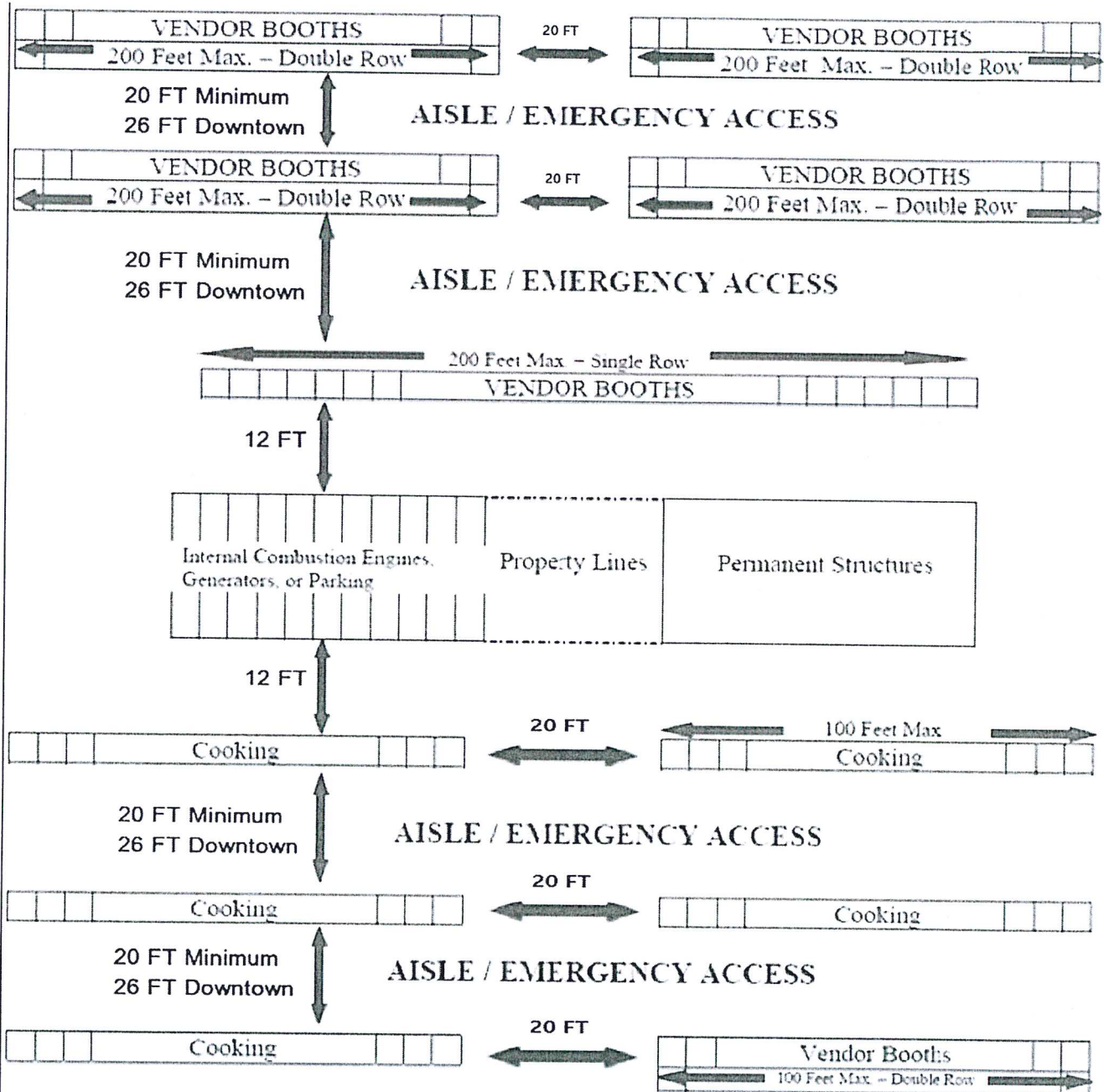
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



*Note: Cooking booths are limited to single rows only. Back-to-back rows are not permitted. Maximum overall length of individual rows is 100 feet with aggregate spacing throughout.

**Note: Aggregate area of multiple tents placed side by side without 12 feet clearance shall not exceed 400 square feet with sides, or 700 square feet without sides. A minimum clearance of 12 feet to all structures and other tents is required.

***Note: Maximum overall row length distances listed, or shown above, shall meet spacing requirements for aggregate size restrictions

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



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

- 1 Name and home address of the applicant: Central California Family Crisis Center, Inc.
211 N. Main st. Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Centennial Park 296 N. Main Street, Porterville, CA 93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Javier Villarreal
1200 Ohio Place, Porterville, Ca 93257
- 4 Type of event for which amplification equipment will be used: Domestic Violence Candlelight Vigil
- 5 Dates and hours of operation of amplification equipment: October 20, 2022. Set up 4:00pm - 5:30pm Event 6:30pm - 8:30pm
- 6 A general description of the sound amplifying equipment to be used: (2) 1000 WATT speakers for music

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort ,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2) Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Signature of Applicant

08/01/2022
Date

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

City of Porterville, Chief of Police/Designee

Date



CENTCAL-02

MELIZARRARAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2022

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

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

PRODUCER DLL Insurance Agency 1843 E Fir Ave #102 Fresno, CA 93720	CONTACT NAME: Stephanie Ventura		
	PHONE (A/C, No, Ext): (559) 721-4703	FAX (A/C, No):	
	E-MAIL ADDRESS: sventura@dllinsruance.com		
INSURED Central California Family Crisis Center, Inc. 211 N Main St Porterville, CA 93257	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits' Insurance Alliance of California		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		202200631	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			202200631	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR						
	☐ EXCESS LIAB ☐ CLAIMS-MADE			202200631UMB	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000
	DED ☐ RETENTION \$						AGGREGATE \$
							General Aggregate \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	General Liability			202200631DO	1/1/2022	1/1/2023	Each Occ 1,000,000
A	General Liability			202200631	1/1/2022	1/1/2023	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Candlelight Vigil, October 20, 2022 at Centennial Park, 296 N. Main St., Porterville, CA 93257. The City of Porterville, Successor Agency to the Porterville Redevelopment Agency are named as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

The City of Porterville Successor Agency to the
Porterville Redevelopment Agen
291 N. Main Street
Porterville, CA 93257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: City of Porterville Conflict of Interest Code - 2022 Biennial Report and Proposed Amendment

SOURCE: Administrative Services

COMMENT:

Government Code Section 87300 et seq. sets forth provisions pertaining to the requirement of agencies to adopt a Conflict of Interest Code. The statute requires that during every even-numbered year, local agencies must submit to their Code reviewing body a biennial report which either identifies necessary amendments in its Code, or provides a statement which indicates no amendments are necessary. If it is determined that an amendment of the Code is necessary, said amendments are required to be submitted to the Code reviewing body for consideration and adoption within ninety (90) days of the report.

The City Council is the Code reviewing body for the City of Porterville, and the City Manager serves as the Administrative Supervisor of the Conflicts and Disclosure Monitor Agency. The City Manager, as Administrative Supervisor, has reviewed the City's Conflict of Interest Code, and has proposed amendments to update the list of designated employees.

RECOMMENDATION: That the City Council:

1. Accept the Conflicts and Disclosure Monitor Agency 2022 Biennial Report; and
2. Direct staff to amend said report for Council's approval within ninety (90) days.

ATTACHMENTS:

1. Conflicts and Disclosure Monitor Agency Report - 2022 Biennial Report
2. Draft 2022 Conflict of Interest Code
3. Government Codes 87300-87314: Conflict of Interest Codes
4. 2022 Designated Employees - Exhibit A

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

CONFLICTS AND DISCLOSURE MONITOR AGENCY
2022 BIENNIAL REPORT
FOR
THE CITY OF PORTERVILLE

This Agency has reviewed its Conflict of Interest Code and has determined that:

☒ An amendment is required. The following amendments are necessary:

X Include positions which must be designated.

X Revise the titles/departments to reflect reclassifications and/or reorganizations.

___ Delete the titles of positions that have been abolished.

___ Delete the positions that manage public investments.

___ Revise disclosure categories.

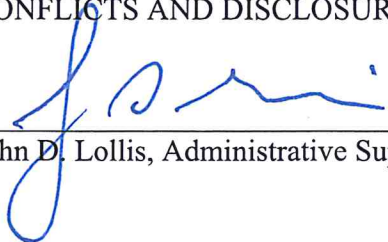
___ Other

☐ No amendments are necessary. Our Agency's Code accurately designates all positions which make or participate in the making of governmental decisions; the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and the Code includes all other provisions required by Government Code Section 87302.

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in governmental decisions.

Dated this 15th day of September, 2022.

CONFLICTS AND DISCLOSURE MONITOR AGENCY


John D. Lollis, Administrative Supervisor

2022 CONFLICT OF INTEREST CODE OF THE
"CONFLICTS AND DISCLOSURE MONITOR AGENCY" OF THE
CITY OF PORTERVILLE

SECTION 1. Establishment. The City Council of the City of Porterville has heretofore established a Conflicts and Disclosure Monitor Agency (hereinafter "Agency") having jurisdiction as set forth herein over all officers, officials, and employees of the City. The City Manager shall be the Administrative Supervisor of such Agency with authority to act for and on behalf of such Agency. Such Agency shall not affect the duties, responsibilities, or chain of command of any Department, Board, or Commission except to administer and enforce the requirements, rules, and regulations set forth herein. The City Council shall be deemed the "Code Reviewing Body" of said Agency pursuant to the provisions of Section 87300 et seq. of the Government Code.

SECTION 2. Purpose. The Conflicts and Disclosure Monitor Agency of the City of Porterville hereby adopts this document as its "Conflict of Interest Code" in accordance with the requirements of the Political Reform Act of 1974.

SECTION 3. Designated Positions. The positions listed on Exhibit "A" attached hereto are designated positions. Officers and employees holding those positions are designated employees and are deemed, for the purposes of this Code, to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employees by virtue of his or her position.

SECTION 4. Disclosure Statements. Each such designated employee shall file disclosure statements disclosing reportable investments, business positions, interests in real property, and income, to the

extent required by the Act, and on forms prescribed by the Fair Political Practices Commission and supplied by the City Clerk.

SECTION 5. Place and Time of Filing.

- A. All designated employees required to file disclosure statements shall file same with the City Clerk, as Secretary to the Code Reviewing Body.
- B. A designated employee required to submit a disclosure statement shall file their initial statement within thirty (30) days after the effective date of this Code disclosing reportable investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12-months before the effective date of the Conflict of Interest Code.
- C. Individuals hereafter appointed to designated positions shall file his or her initial statement within thirty (30) days after assuming office disclosing reportable investments, business positions, and interests in real property held on, and income received during the twelve (12) months before, the date of assuming office.
- D. After the initial filing, each person holding a designated position, shall, on or before the first day of April of each calendar year, file an annual disclosure statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year, or since the date the designated employee took office if during the calendar year. Such annual statements shall cover the period of the preceding calendar year.
- E. Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

F. Any designated employee who resigns their position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

1. File a written resignation with the appointing power.
2. File a written statement with the filing officer on a form prescribed by the Commission and signed under the penalty of perjury stating that the individual during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

G. A designated employee required to file a statement of economic interest with any other public agency whose disclosure requirements are comparable hereto, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with such other agency, in lieu of an entirely separate statement.

SECTION 6. Contents of Disclosure Statements. Disclosure statements shall be submitted on forms supplied by the City Clerk, and shall contain the following information:

A. Disclosure of Investment or Interest in Real Property.

1. When an investment or an interest in real property is required to be disclosed the statement shall contain:
 - a. A statement of the nature of the investment or interest;

- b. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- c. The address or other precise location of the real property;
- d. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000);
- e. In the case of a statement filed under Government Code Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- f. For purposes of disclosure, interest in real property does not include the principal residence of the filer or any other property which the filer utilizes exclusively as a personal residence of the filer.

B. Disclosure of Income.

- 1. When income is required to be reported the statement shall contain, except as provided in Government Code Section 87207(b):
 - a. The name and address of each source of income aggregating five hundred (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
 - b. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was in excess

of ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);

- c. A description of the consideration, if any, for which the income was received;
 - d. In the case of a gift, the amount and the date on which the gift was received;
 - e. In the case of a loan, the annual interest rate and the security, if any, given for the loan, and the term of the loan.
2. When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:
- a. The name, address, and a general description of the business activity of the business entity;
 - b. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
3. When a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
4. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, or as to which he or she is a paid consultant, a

description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity. If the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or has done business, or plans to do business in the jurisdiction at any time during the two years prior to the date of the statement, it is required to be filed.

5. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired to disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal;

SECTION 7. Prohibition on Receipt of Honoraria. No member of the City Council or candidate for the office of City Council shall accept any honorarium. No designated employee shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Subdivisions (b) of Government Code Section 89502 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

SECTION 8. Prohibition on Receipt of Gifts in Accordance with Government Code Section 89503. No member of the City Council, candidate for the office of City Council, or designated employee shall accept any gifts with a total value of more than the statutory annual limit in a calendar year from any single source, as adjusted biennially pursuant to Section 89503(f).

SECTION 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the employee or a member of his or her immediate family or on:

- A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- C. Any source of income, other than gifts or loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;
- D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts in an aggregate amount of the limit or more as specified in Government Code Section 89503 (as adjusted biennially by State law) provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
- G. For purposes of this Section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a designated employee, by an agent on behalf of a designated employee, or by a business entity or trust in which the

employee, the employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

1. Notwithstanding subdivision (c) of Government Code Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to a designated employee who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

SECTION 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor. This notice shall be forwarded to the Administrative Supervisor, who shall record the employee's disqualification. Upon receipt of such statement, the Administrative Supervisor shall immediately arrange for the matter to be reassigned to another employee.

SECTION 11. Interpretation. In the event of any ambiguity in these rules as to interpretation, construction, or applicability, the Administrative Supervisor shall, by written instrument, clarify such ambiguity. Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114, or from the City Attorney, provided that nothing in this section requires the attorney for the City to issue any formal or informal opinion.

SECTION 12. Violation. Violation of any provision of this Code, including: (1) willful failure to file, or timely file, any requisite Disclosure Statement, (2) willful failure to disclose any financial or other

interest required to be disclosed in such Disclosure Statement, or (3) filer's willful failure to disqualify himself or herself as required herein, shall be grounds for discipline or removal from office, pursuant to Government Code Section 91003.5. Upon ascertaining any such violation, the Administrative Supervisor shall report the same to the appointing official for appropriate proceedings. Such violation shall not, however, invalidate or otherwise affect any decision or action to which such violations might relate. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

SECTION 13. Effective Date. The City of Porterville Conflict of Interest Code, and any amendments to said Code, shall become effective immediately upon passage and approval by the City Council.

Adopted this ____ day of September, 2022.

CONFLICTS AND DISCLOSURE MONITOR AGENCY

John D. Lollis, Administrative Supervisor

Code: Section: [Up^](#) [Add To My Favorites](#)**GOVERNMENT CODE - GOV****TITLE 9. POLITICAL REFORM [81000 - 91014]** (Title 9 added June 4, 1974, by initiative Proposition 9.)**CHAPTER 7. Conflicts of Interest [87100 - 87505]** (Chapter 7 added June 4, 1974, by initiative Proposition 9.)**ARTICLE 3. Conflict of Interest Codes [87300 - 87314]** (Article 3 added June 4, 1974, by initiative Proposition 9.)

87300. Every agency shall adopt and promulgate a Conflict of Interest Code pursuant to the provisions of this article. A Conflict of Interest Code shall have the force of law and any violation of a Conflict of Interest Code by a designated employee shall be deemed a violation of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87301. It is the policy of this act that Conflict of Interest Codes shall be formulated at the most decentralized level possible, but without precluding intra-departmental review. Any question of the level of a department which should be deemed an "agency" for purposes of Section 87300 shall be resolved by the code reviewing body.

(Added June 4, 1974, by initiative Proposition 9.)

87302. Each conflict of interest code shall contain the following provisions:

(a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the conflict of interest code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

(b) Requirements that each designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207. The first statement filed under a conflict of interest code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or, if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

(c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official

position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest as defined in Section 87103, which it is reasonably foreseeable may be affected materially by the decision. A designated employee shall not be required to disqualify the employee's own self with respect to any matter that could not legally be acted upon or decided without the designated employee's participation.

(d) For any position enumerated pursuant to subdivision (a), an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

(1) File a written resignation with the appointing power.

(2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(Amended by Stats. 2021, Ch. 50, Sec. 203. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87302.3. (a) Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing the candidate's investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.

(b) This section does not apply to either of the following:

(1) A candidate for an elective office designated in a conflict of interest code who has filed an initial, assuming office, or annual statement pursuant to that conflict of interest code within 60 days before the deadline specified in subdivision (a).

(2) A candidate for an elective office who has filed a statement for the office pursuant to Section 87302.6 within 60 days before the deadline specified in subdivision (a).

(Amended by Stats. 2021, Ch. 50, Sec. 204. (AB 378) Effective January 1, 2022.)

87302.6. Notwithstanding Section 87302, a member of a board or commission of a newly created agency shall file a statement at the same time and in the same manner as those individuals required to file pursuant to Section 87200. A member shall file the member's statement pursuant to Section 87302 once the agency adopts an approved conflict of interest code.

(Amended by Stats. 2021, Ch. 50, Sec. 205. (AB 378) Effective January 1, 2022.)

87303. No conflict of interest code shall be effective until it has been approved by the code reviewing body. Each agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body. The deadline for a new agency shall be not later than six months after it comes into existence. Within 90 days after receiving the proposed code or receiving any proposed amendments or revisions, the code reviewing body shall do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

(Amended by Stats. 1997, Ch. 455, Sec. 4. Effective September 24, 1997. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87304. If any agency fails to submit a proposed conflict of interest code or amendments, or if any state agency fails to report amendments pursuant to subdivision (b) of Section 87306 within the time limits prescribed pursuant to Section 87303 or 87306, the code reviewing body may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. If the code reviewing body does not issue an appropriate order or take other action within 90 days of the deadline imposed on the agency as prescribed in Section 87303 or 87306, the commission may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. The commission shall consult with the agency before ordering the adoption of a conflict of interest code for the agency.

(Amended by Stats. 1991, Ch. 491, Sec. 4. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87305. If after six months following the deadline for submission of the proposed Conflict of Interest Code to the code reviewing body no Conflict of Interest Code has been adopted and promulgated, the superior court may, in an action filed by the commission, the agency, the code reviewing body, any officer, employee, member or consultant of the agency, or any resident of the jurisdiction, prepare a Conflict of Interest Code and order its adoption by the agency or grant any other appropriate relief. The agency and the code reviewing body shall be parties to any action filed pursuant to this section.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306. (a) Every agency shall amend its Conflict of Interest Code, subject to the provisions of Section 87303, when change is necessitated by changed circumstances, including the creation of new positions which must be designated pursuant to subdivision (a) of Section 87302 and relevant changes in the duties assigned to existing positions. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.

(b) Notwithstanding subdivision (a), every state agency shall submit to the code reviewing body a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section 87302, changes in the list of reportable sources of income, and relevant changes in the duties assigned to existing positions. These reports shall be submitted no later than March 1 of each odd-numbered year.

(Amended by Stats. 1991, Ch. 491, Sec. 5. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306.5. (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

(Added by Stats. 1990, Ch. 1075, Sec. 5.)

87307. An agency may at any time amend its Conflict of Interest Code, subject to the provisions of Section 87303, either upon its own initiative or in response to a petition submitted by an officer, employee, member or consultant of the agency, or a resident of the jurisdiction. If the agency fails to act upon such a petition within ninety days, the petition shall be deemed denied. Within thirty days after the denial of a petition, the petitioner may appeal to the code reviewing body. The code reviewing body shall either dismiss the appeal or issue an appropriate order to the agency within ninety days.

(Added June 4, 1974, by initiative Proposition 9.)

87308. Judicial review of any action of a code reviewing body under this chapter may be sought by the commission, by the agency, by an officer, employee, member or consultant of the agency, or by a resident of the jurisdiction.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87309. A conflict of interest code or amendment shall not be approved by the code reviewing body or upheld by a court if it:

(a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;

- (b) Fails to provide to each affected person a clear and specific statement of that person's duties under the code; or
- (c) Fails to adequately differentiate between designated employees with different powers and responsibilities.

(Amended by Stats. 2021, Ch. 50, Sec. 206. (AB 378) Effective January 1, 2022.)

87310. If the duties of a designated employee are so broad or indefinable that the requirements of Section 87309 cannot be complied with, the Conflict of Interest Code shall require the designated employee to comply with the requirements of Article 2 of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87311. The review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(Added June 4, 1974, by initiative Proposition 9.)

87311.5. (a) Notwithstanding the provisions of Section 87311, the review of the Conflict of Interest Code of an agency in the judicial branch of government shall not be subject to the provisions of the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by these agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(b) Conflict of Interest Codes of the Judicial Council, the Commission on Judicial Performance, and the Board of Governors and designated employees of the State Bar of California shall not be subject to the provisions of subdivision (c) of Section 87302.

(Added by Stats. 1984, Ch. 727, Sec. 8. Operative July 1, 1985, by Sec. 12 of Ch. 727.)

87312. The Commission shall, upon request, provide technical assistance to agencies in the preparation of Conflict of Interest Codes. Such assistance may include the preparation of model provisions for various types of agencies. Nothing in this section shall relieve each agency of the responsibility for adopting a Conflict of Interest Code appropriate to its individual circumstances.

(Added June 4, 1974, by initiative Proposition 9.)

87313. A person shall not make a gift of fifty dollars (\$50) or more in a calendar month on behalf of another, or while acting as the intermediary or agent of another to a person whom the intermediary or agent knows or has reason to know may be required to disclose the gift pursuant to a conflict of interest code, without disclosing to the recipient of the gift both the intermediary or agent's own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient's Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

(Amended by Stats. 2021, Ch. 50, Sec. 207. (AB 378) Effective January 1, 2022.)

87314. (a) A board, commission, or agency of a public pension or retirement system shall attach to its Conflict of Interest Code an appendix entitled "Agency Positions that Manage Public Investments for Purposes of Section 87200 of the Government Code." The appendix shall list each position with the board, commission, or agency for which an individual occupying the position is required to file a Statement of Economic Interests as a public official who manages public investments within the meaning of Section 87200. The board, commission, or agency shall post the appendix on its Internet Web site in a manner that makes it easily identifiable and accessible by persons who view that Web site.

(b) (1) For purposes of this section, "public official who manages public investments" includes a salaried or unsalaried member of a committee, board, commission, or other entity that exists as, or within, a governmental agency and that possesses decisionmaking authority.

(2) A committee, board, commission, or other entity possesses decisionmaking authority for purposes of this section if any of the following apply:

(A) The entity may make a final governmental decision.

(B) The entity may compel a governmental decision or prevent a governmental decision, either by virtue of possessing exclusive power to initiate the decision or by having veto authority that may not be overridden.

(C) The entity makes substantive recommendations that are, and over an extended period of time have been, regularly approved, without significant amendment or modification, by another public official or governmental agency.

(3) A committee, board, commission, or other entity does not possess decisionmaking authority for purposes of this section if it is formed for the sole purpose of researching a subject and preparing a report or recommendation for submission to another governmental entity that has final decisionmaking authority.

(Added by Stats. 2010, Ch. 702, Sec. 1. (SB 1271) Effective January 1, 2011.)

2022 DESIGNATED EMPLOYEES*
EXHIBIT "A"

- A. ADMINISTRATION:
Deputy City Manager
- B. DEPARTMENT DIRECTORS:
Administrative Services Director
Community Development Director
Engineering & Project Management Director
Fire Chief
Parks and Leisure Services Director
Police Chief
Public Works Director
- C. DEPARTMENTAL EMPLOYEES AS FOLLOWS:
Community Development Department:
Community Development Manager
Economic Development & Housing Manager
Senior Planner
Associate Planner
Engineering & Project Management Department:
Deputy Engineering & Project Management Director/City Engineer
Construction/Project Manager
Chief Building Inspector
Building Inspector II
Building Inspector I
Engineering Inspector II
Engineering Inspector I
Public Works Inspector I
Finance Department:
Information Technology Manager
Administrative Analyst
Fire Department:
Deputy Fire Chief
Battalion Chief
Fire Marshall
Code Enforcement Officer II
Code Enforcement Officer I

Parks & Leisure Services Department

City Librarian

Parks Superintendent

Police Department:

Police Captain

Police Lieutenant

Public Works Department

Deputy Public Works Director/Field Services Manager

~~Assistant City Engineer~~

~~Chief Building Inspector~~

~~Building Inspector~~

~~Public Works Inspector~~

Field Services Superintendent – Laboratory

Field Services Superintendent – Shop Maintenance

Field Services Superintendent – Streets

Field Services Superintendent – Refuse

Field Services Superintendent – Water

Field Services Superintendent - WWTF

- D. CONSULTANTS: Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations:

The Administrative Supervisor may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrative Supervisor's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

* This designation does not include the following City officials or employees required to report their financial interests pursuant to Article 2 of Chapter 7 of the Act, Government Code Sections 87200, et seq.:

- a. City Council Members
- b. City Manager
- c. City Attorney
- d. Finance Director



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Amendment to Employee Pay and Benefit Plan - Porterville Peace Officers Association

SOURCE: Administrative Services

COMMENT:

Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville Peace Officers Association ("PPOA"). City representatives and PPOA 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 Porterville Peace Officers Association's 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 PORTERVILLE PEACE OFFICERS ASSOCIATION 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 Porterville Peace Officers Association ("PPOA") 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. 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
35	\$5,000
40	\$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 forty (40) 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.

- IV. Holidays:
Effective immediately, Sections III(F) and III (H) 4 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.
- V. Take-Home City Vehicles:
Effective the first pay period following ratification and adoption of the Successor MOU by the City Council, PPOA employees assigned to K-9 and SWAT duty shall be eligible for a take-home vehicle, provided said employee resides within 40 miles of the Porterville Police Department located at 350 North D Street, Porterville.
- VI. Operational Details:
Effective the first pay period following ratification and adoption of the Successor MOU by the City Council, shift selection for both intervals shall be changed to take place in December each year instead of January.
- VII. Call Back/Call Out
Effective the first pay period following ratification and adoption of the Successor MOU by the City Council, if an employee is called back or called out to work, the employee shall be paid for a minimum of four (4) hours at the rate of one and one-half (1 ½) times the employee's regular rate of pay, in accordance with overtime pay provisions.
- VIII. Shift Differential:
Effective the first pay period following ratification and adoption of the Successor MOU by the City Council, shift differential pay of five percent (5%) of base salary shall be paid to PPOA employees formally assigned to night shift, including those assigned to NCSU shift of 6:00 P.M. to 6:00 A.M.
- IX. Additional Pay and/or Specialty Pay
Effective the first pay period following ratification and adoption of the MOU by the City Council, due to the additional education associated with this assignment, PPOA employees assigned to the UAV/Drone Unit shall receive specialty pay of five percent (5%) of base salary. PPOA Employees assigned to this unit are subject to call out.

In the event a PPOA employee is assigned to more than one specialty assignment, stacking of percentages for specialty pay is permitted, with a twelve percent (12%) cap, except for concurrent assignments to SWAT/HNT and MAIT. The twelve (12%) cap does not apply to K-9.

To the extent permissible by California law and Labor Code Section 4850, payment of all Specialty pay to a PPOA employee with the exception of K9 pay, shall be suspended in the event the employee is off duty for any reason, including for a work-related or non-work-related injury, for a period of time of sixty (60) days or longer. At such time as the employee returns to work, the applicable Specialty Pay shall be reinstated effective as of the date of return to active duty.

- X. Uniform Allowance
Effective the first pay period following ratification and adoption of the Successor MOU, the Department's Uniform and Safety Equipment Allowance shall be increased to \$1,200 annually to be paid in 24 equal installments.
- XI. 2025/2026 Negotiations:
Labor negotiations for the 2025/2026 Fiscal Year shall begin no later than March 1, 2025.
- XII. 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 PPOA.

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 ____ day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Amendment to Employee Pay and Benefit Plan - Fire Officer Series

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Fire Officer Series (FOS). City representatives and FOS 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 the Fire Officer Series employees.

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 FIRE OFFICER 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 Fire Officer Series ("FOS") for the period from July 1, 2022, through 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

Three (3) years, from July 1, 2022 through June 30, 2025.

II. SALARY

Effective July 1, 2022, FOS employees shall receive a five percent (5%) salary increase.

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

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

III. COMPENSATORY TIME ACCRUAL

Effective the next full pay period upon both ratification and adoption by the City Council, the compensatory accrual cap shall increase from 112 to 168 hours for employees assigned to a 56-hour per week shift, and increase from 80 to 120 hours for employees assigned to an administrative staff position of 40-hour work weeks.

IV. TRAINING BUDGET

Effective the next full pay period upon both ratification and adoption by the City Council, the training allowance for FOS employees shall increase by \$200 for a total of \$1000 per calendar, which shall be prorated for the 2022 calendar year.

V. LIFE INSURANCE POLICY

Life Insurance policies for all FOS employees shall increase from \$50,000 to \$100,000.

VI. CERTIFICATION PAY

Effective the next full pay period upon both ratification and adoption by the City Council, FOS Employees are eligible for certification pay for the following certifications:

5% Chief Officer Certification through Office of State OSFM and/or all education and instruction that is required by OSFM, with exception of the Chief Officer Task Book.

- Have a minimum of two (2) years' experience at the officer level.

5% Instructor 1 Certification or Fire and Emergency Services Instructor 1 Certification

2.5% Hazmat Specialist Certification

2.5% Hazmat Technician Certification

Certification Pay will be capped at 12.5%

VII. SPECIALTY PAY

Effective the next full pay period upon both ratification and adoption by the City Council, FOS Employees are eligible for specialty pay for the following assignments:

2% Assignment to Fire Investigation Unit (FIU)

- Must complete Fire Investigator Certification within 18 months of appointment.

5% Fire Investigator Certification and member of FIU

To the extent permissible by California law, payment of Specialty pay to a FOS employee shall be suspended in the event the employee is off duty for any reason, including for a work-related or non-work-related injury, for a period of time of sixty (60) days or longer. At such time as the employee returns to work, the applicable Specialty Pay shall be reinstated effective as of the date of return to active duty.

VIII. 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 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
35	\$5,000
40	\$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 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.

IX. 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.

X. VACATION SCHEDULING LANGUAGE

Effective immediately, amend the last paragraph in the section "Vacation/Vacation Scheduling" of the MOU to the following:

Subsequent, supplemental vacation requests may be made throughout the year. Supplemental vacation requests will allow for 2 personnel to be off on vacation at any given time. Such requests shall be submitted not more than 30 days, and not less than 48 hours, prior to the date of the requested vacation. Emergency vacations may be granted on a case-by-case basis, with the approval of the Chief or his designee.

XI. UNIFORM ALLOWANCE

Effective the next full pay period upon both ratification and adoption by the City Council, the Department's Uniform and Safety Equipment Allowance shall be paid in 24 equal installments.

XII. 2025/2026 NEGOTIATIONS

Labor Negotiations for the 2025/2026 fiscal year shall begin no later than March 1, 2025.

XIII. 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 FOS.

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 6th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:

John Lollis, City Clerk

By: _____
Fernando Gabriel-Moraga
Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Approval of Side Letter Agreement Concerning Porterville City Employees Association, Public Safety Support Unit, and Management & Confidential Series

SOURCE: Administrative Services

COMMENT: In early August 2022, the City of Porterville and PCEA, PSSU, and MCS reached agreement on their respective Memoranda of Understanding (“MOUs”), which were formally approved and accepted by the City Council at its meeting on August 16, 2022. Subsequent to said approval and acceptance, the Council took action to authorize an amendment to the Employee Service Awards benefit, an item contained within the recently negotiated and approved MOUs. The amendment extended eligibility for the benefit to up to forty (40) years of service with the City of Porterville.

City representatives and representatives from PCEA, PSSU and MCS have met and conferred and reached concurrence via a Side Letter Agreement on the proposed amendment. A draft Resolution is herein provided for Council's consideration to effectuate amending the Employee Pay & Benefit Plan.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the Side Letter Agreement modifying the Employee Service Award benefit for employees within Porterville City Employees Association, Public Safety Support Unit, and Management & Confidential Series.

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 APPROVING A SIDE LETTER AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND
PORTERVILLE CITY EMPLOYEES ASSOCIATION (“PCEA”)
PUBLIC SAFETY SUPPORT UNIT (“PSSU”) AND
MANAGEMENT & CONFIDENTIAL SERIES (“MCS”)
AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO EMPLOYEE SERVICE AWARDS

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, in early August 2022, the City of Porterville and PCEA, PSSU, and MCS reached agreement on their respective Memoranda of Understanding (“MOU”), which were formally approved and accepted by the Porterville City Council on August 16, 2022; and

WHEREAS, subsequent to said approval and acceptance, the Porterville City Council took action to authorize an amendment to the Employee Service Awards benefit, an item contained within the recently negotiated and approved MOUs; and

WHEREAS, there has been concurrence on a Side Letter Agreement with PPCEA, PSSU and MCS to amend the Employee Service Awards section of the Employee Pay and Benefit Plan.

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:

Effective June 30, 2022, Section III (P) of the City's Employee Pay & Benefit Plan shall be amended to extend the recognition of service from up to thirty (30) years, to up to forty (40) years, allowing for an additional \$5,000 after thirty-five (35) continuous years of service, and another \$5,000 after forty (40) continuous years of service with the City of Porterville. All other aspects of this benefit remain the same. The recognized years of service, as amended, are:

<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
35	\$5,000
40	\$5,000

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 bargaining units.

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 6th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

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

SOURCE: City Manager's Office

COMMENT:

During the prior eighteen (18) months, the City Council and its legislative bodies have conducted teleconferencing meetings as allowed pursuant to a series of Executive Orders, the most recent which expired on September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Pursuant to adopted State law effective September 30, 2021, Assembly Bill 361 (AB 361), extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, which the status of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place. Consistent with AB 361, the Council must adopt a Resolution consistent with the Governor's State of Emergency, and must review and renew such Resolution every thirty (30) days thereafter. AB 361 will sunset on January 1, 2024. The Council last adopted its Resolution consistent with AB 361 at its meeting on August 16, 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 October 6, 2022, or such time the Council adopts a subsequent Resolution in accordance with Government Code section 54953 (e)(3) to extend the time during which the legislative bodies of City of Porterville may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT:

At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of August 16, 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

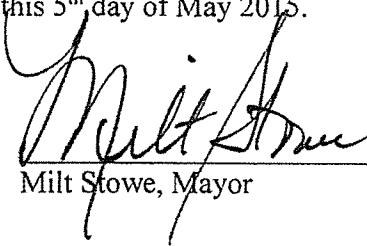
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

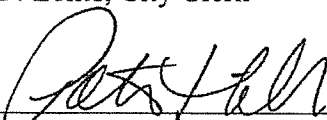
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

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

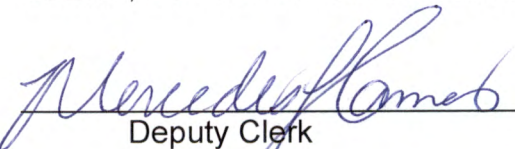
ABSTAIN: NONE

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

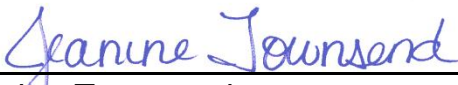
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

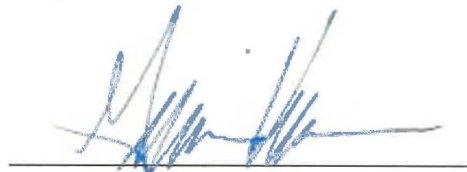
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

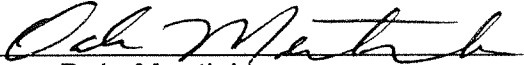
OAL Matter Type: Emergency (E)

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 2022-0606-03E	EMERGENCY NUMBER
For use by Office of Administrative Law (OAL) only			
NOTICE		REGULATIONS	

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE		TITLE(S)	FIRST SECTION AFFECTED	2. REQUESTED PUBLICATION DATE	
3. NOTICE TYPE ☐ Notice re Proposed Regulatory Action ☐ Other		4. AGENCY CONTACT PERSON		TELEPHONE NUMBER	FAX NUMBER (Optional)
OAL USE ONLY ☐ ACTION ON PROPOSED NOTICE ☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/Withdrawn		NOTICE REGISTER NUMBER		PUBLICATION DATE	

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation		1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)	
2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)			
SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)		ADOPT 996 AMEND REPEAL 23	
3. TYPE OF FILING			
☐ Regular Rulemaking (Gov. Code §11346) ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) ☒ Emergency (Gov. Code, §11346.1(b)) ☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute. ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1) ☐ Emergency Readopt (Gov. Code, §11346.1(h)) ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) ☐ File & Print ☐ Print Only ☒ Other (Specify) <u>Water Code Section 1058.5</u>			
4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)			
5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100) ☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) ☒ Effective on filing with Secretary of State ☐ \$100 Changes Without Regulatory Effect ☐ Effective other (Specify)			
6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY ☐ Department of Finance (Form STD. 399) (SAM §6660) ☐ Fair Political Practices Commission ☐ State Fire Marshal ☐ Other (Specify)			
7. CONTACT PERSON Garrett Lenahan		TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional) E-MAIL ADDRESS (Optional)

8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE
Eric Oppenheimer
TYPED NAME AND TITLE OF SIGNATORY
Eric Oppenheimer, Chief Deputy Director, State Water Resources Control BoardDATE
6/6/2022

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")



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

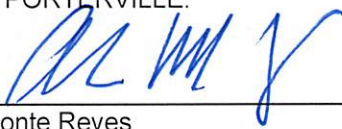
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

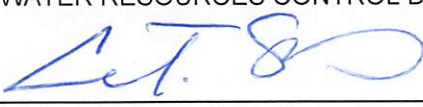
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 – SEPTEMBER 6, 2022

SUBJECT: Formation of Sewer Utility District 474B

SOURCE: Engineering and Project Management

COMMENT: This is the time and place set forth for the Public Hearing on the formation of the Area 474B Sewer Utility District. Ballot and information materials were distributed on July 11, 2022, to Area 474B stakeholders. The official end to the ballot process is at the closing of the Public Hearing. Property owners have until then to submit ballots in support or opposition to 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 August 2, 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 \$1,554.89 per lot construction management fee (10% of bid). The City proposes the following:

1. If Area 474B Sewer Utility District Passes:

- a) Property owners receive a one-time assessment calculated using final construction costs or costs 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 the 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" connection fees schedule at the time of connection and the cost of the lateral thereafter.

2) If Area 474B Sewer Utility District fails:

- a) Sewer mains and laterals will still be 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%) 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 September 7, 2022, at 9:00 am 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 20, 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 September 7, 2022, in the Jay C. Coleman Conference Room, located in City Hall, at 9:00 am and report to the Council the outcome of the voting at its meeting on September 20, 2022.

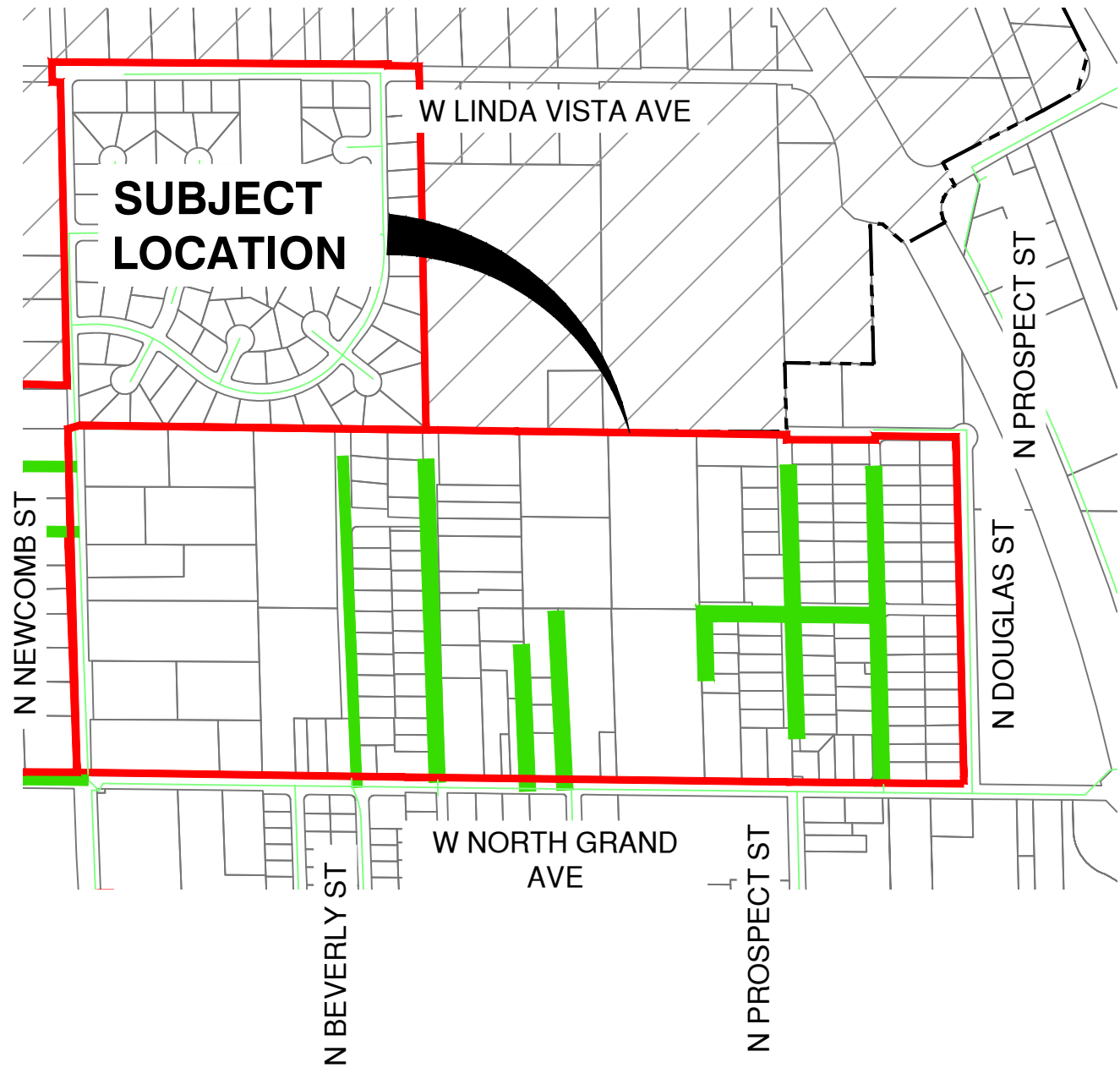
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



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

**SEWER ANNEXATION
 NUMBER 474B**

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

SHEET
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CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Formation of Sewer Utility District 475D

SOURCE: Engineering and Project Management

COMMENT: This is the time and place set forth for the Public Hearing on the formation of the Area 475D Sewer Utility District. Ballot and information materials were distributed on July 8, 2022, to Area 475D stakeholders. The official end to the ballot process is at the closing of the Public Hearing. Property owners have until then to submit ballots in support or opposition to 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 August 2, 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 \$1,207.75 per lot construction management fee (10% of bid). The City proposes the following:

1. If Area 475D Sewer Utility District Passes:

- a) Property owners receive a one-time assessment calculated using final construction costs or costs 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 the 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" connection fees schedule at the time of connection and the cost of the lateral thereafter.

2) If Area 475D Sewer Utility District fails:

- a) Sewer mains and laterals will still be 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%) 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 after the Public Hearing. Staff recommends that the Council direct the City Clerk to count and tabulate the votes on September 7, 2022, at 9:00 am 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 20, 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 City Council:

1. Open the Public Hearing, take comments, and accept any ballots; and
2. Instruct the City Clerk to receive all ballots, tally said ballots at 9:00 A.M. on September 7, 2022, in the Jay C. Coleman Conference Room, located in City Hall, and report to the Council the outcome of the voting at its meeting on September 20, 2022.

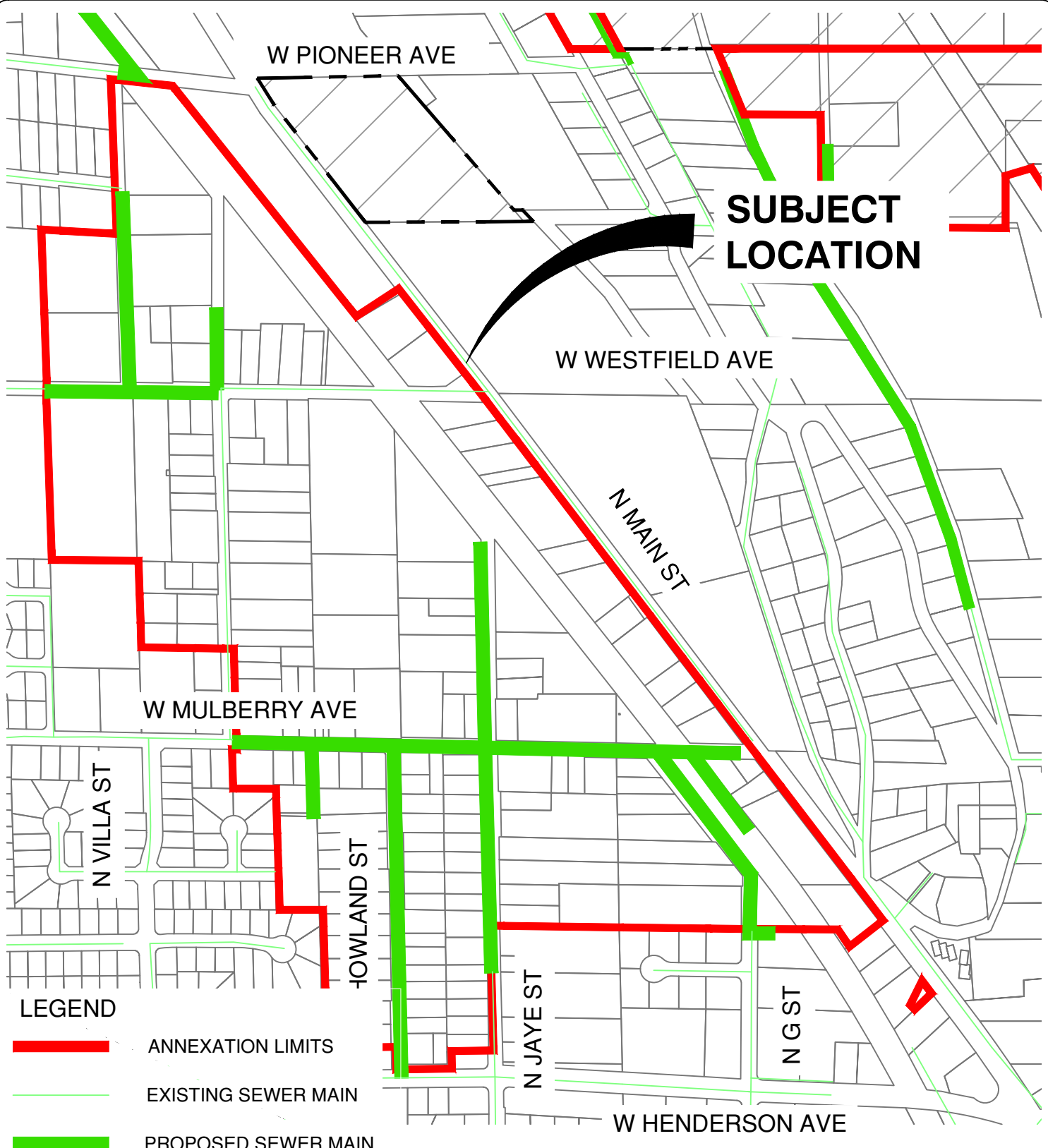
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



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

**SEWER ANNEXATION
 NUMBER 475D**

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SCALE	1" = 500'-0"
DATE	10/2/2019

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CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Formation of Sewer Utility District 476

SOURCE: Engineering and Project Management

COMMENT: This is the time and place set forth for the Public Hearing on the formation of the Area 476 Sewer Utility District. Ballot and information materials were distributed on July 8, 2022, to Area 476 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 either 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 on August 2, 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 \$2,195.08 per lot construction management fee (10% of bid). The City proposes the following:

1. If Area 476 Sewer Utility District Passes:

- a) Property owners receive a one-time assessment calculated using final construction costs or costs 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 the 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, 2013, 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" connection fees schedule at the time of connection and the cost of the lateral thereafter.

2) If Area 476 Sewer Utility District fails:

- a) Sewer mains and laterals will still be 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%) 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 September 7, 2022, at 9:00 am 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 20, 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 September 7, 2022, in the Jay C. Coleman Conference Room, located in City Hall, at 9:00 am and report to the Council the outcome of the voting at its meeting on September 20, 2022.

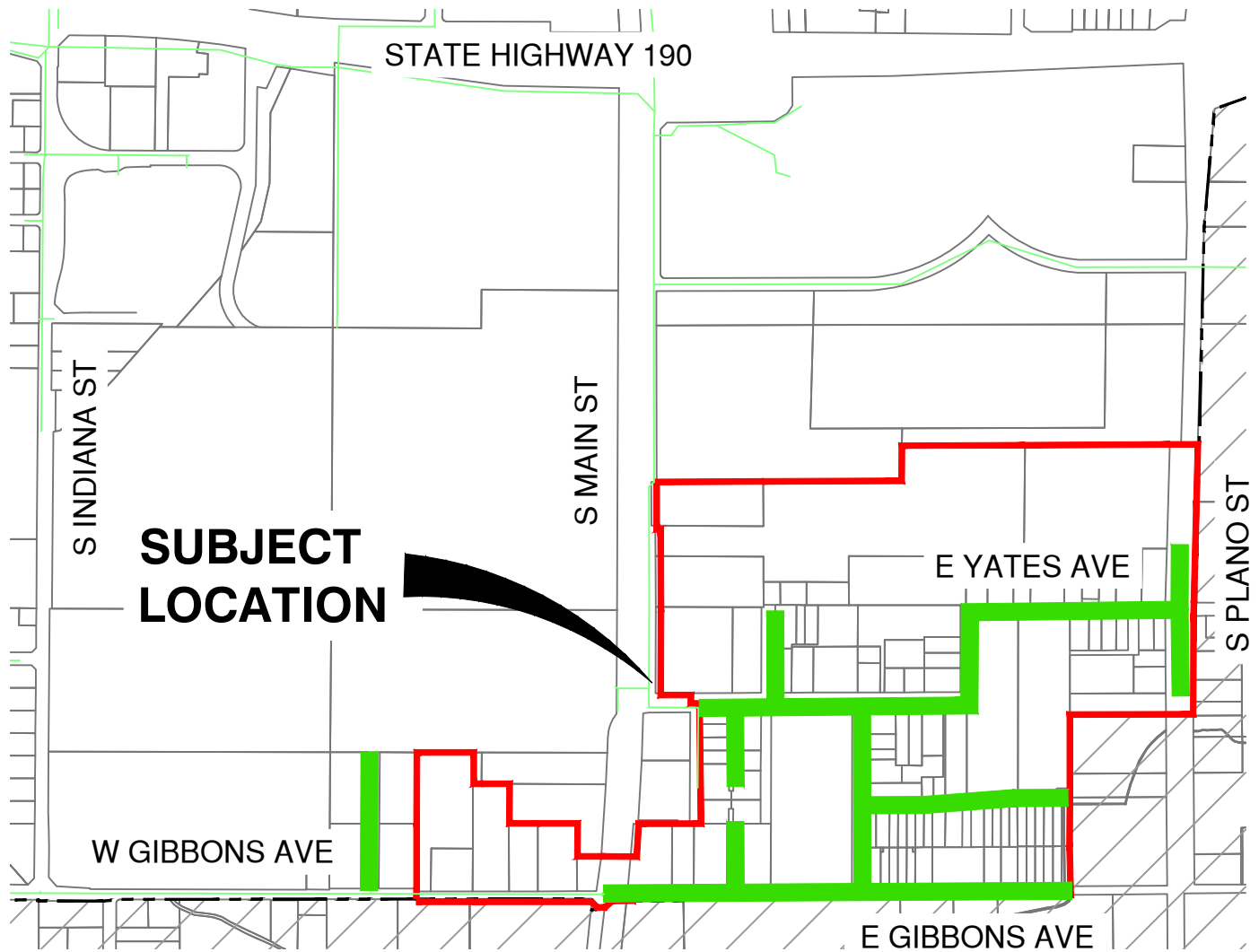
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

SEWER ANNEXATION
NUMBER 476

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SCALE	1" = 500'-0"
DATE	10/2/2019

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CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Formation of Sewer Utility District 478B & 478C

SOURCE: Engineering and Project Management

COMMENT: This is the time and place set forth for the Public Hearing on the formation of the Area 478B & 478C Sewer Utility District. Ballot and information materials were distributed on July 11, 2022, to Area 478B & 478C stakeholders. The official end to the ballot process is at the end of tonight's Public Hearing. Property owners have until then to submit ballots in support of 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 on August 2, 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 \$1,856.13 per lot construction management fee (10% of bid). The City proposes the following:

1. If Area 478B & 478C Sewer Utility District Passes:

- a) Property owners receive a one-time assessment calculated using final construction costs or costs 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 the 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" connection fees schedule at the time of connection and the cost of the lateral thereafter.

2) If Area 478B & 478C Sewer Utility District fails:

- a) Sewer mains and laterals will still be 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%) 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 September 7, 2022, at 9:00 am 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 20, 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 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 September 7, 2022, in the Jay C. Coleman Conference Room, located in City Hall, at 9:00 am and report to the Council the outcome of the voting at its meeting on September 20, 2022.

ATTACHMENTS: 1. Locator Map - ANNEX 478B

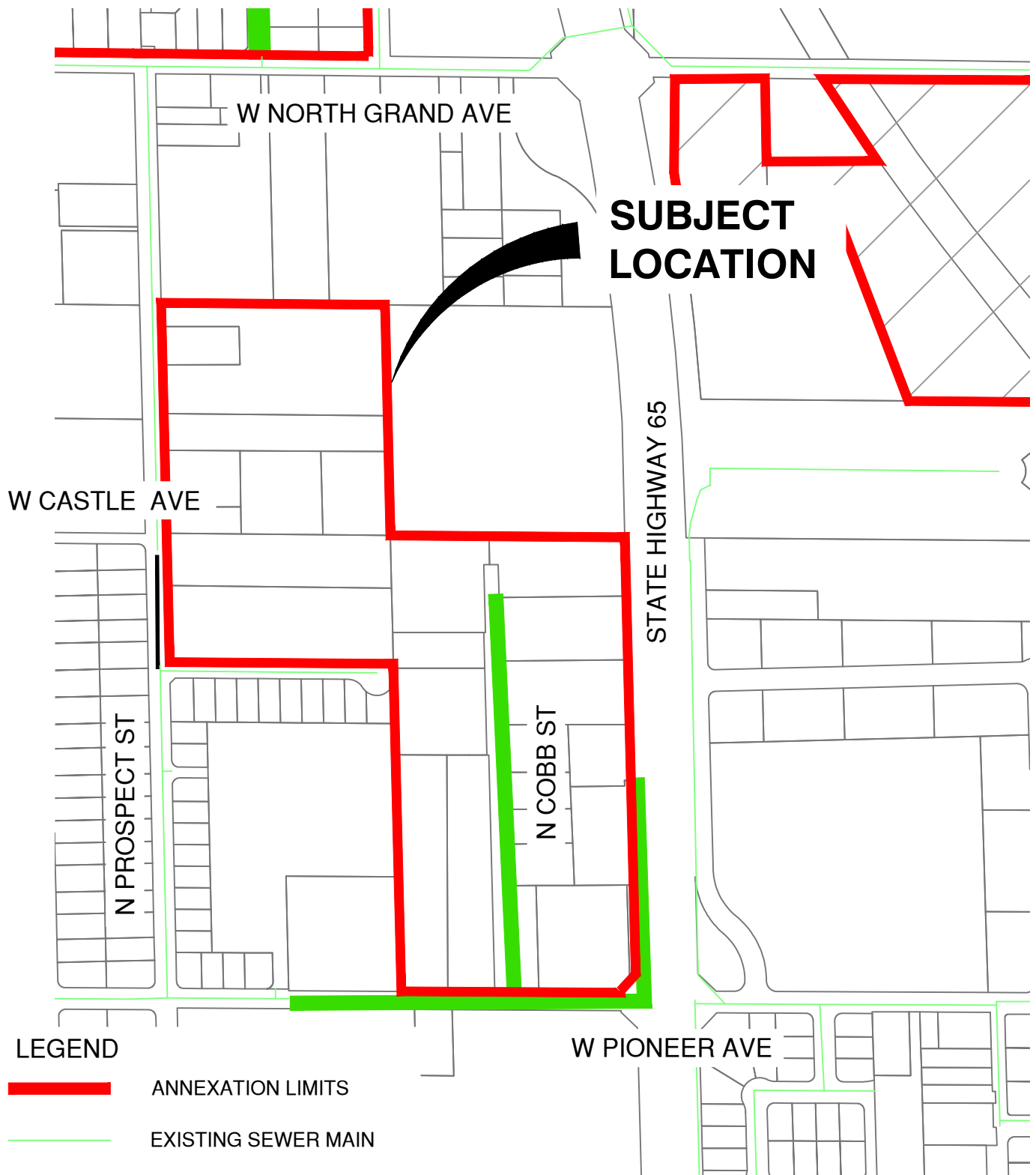
 2. Locator Map - ANNEX 478C

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Maria Bemis, Finance Director



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



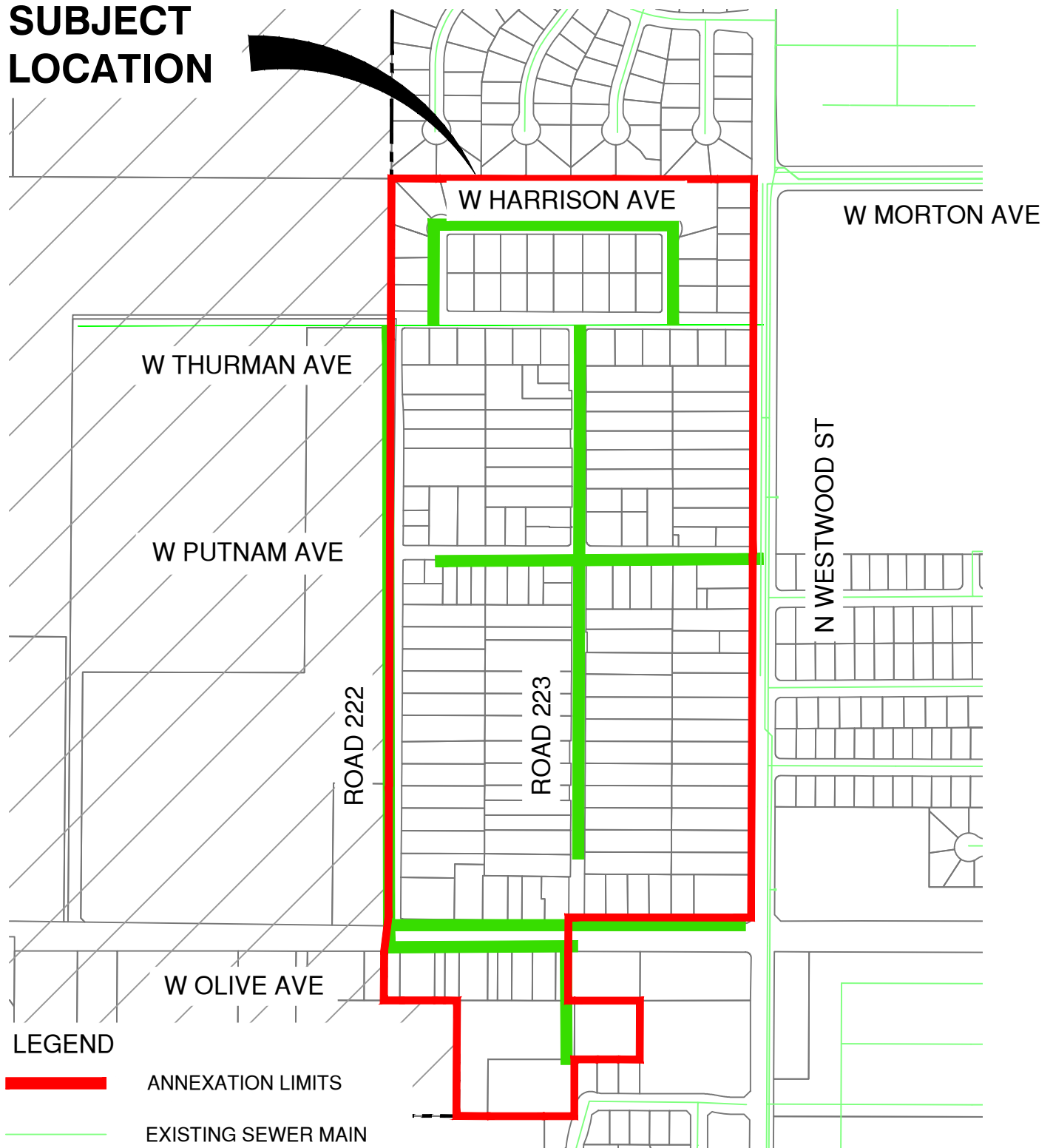
CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 478B

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DATE	10/2/2019

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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 478C

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SCALE	1" = 500'-0"
DATE	10/2/2019

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CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: 2021-2022 Consolidated Annual Performance Evaluation Report (CAPER)

SOURCE: Community Development

COMMENT: The City's 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER), has been prepared for submittal to the U.S. Department of Housing and Urban Development (HUD). The CAPER reports on specific federal assistance allocated to the City for the period July 1, 2021, through June 30, 2022. The CAPER is the performance reporting tool for the 2021-2022 Action Plan Program Year, and is required by HUD guidelines. Performance reporting meets four basic purposes:

- Provides HUD with necessary information for the Department to meet its statutory requirement to assess each grantee's ability to carry out relevant programs in compliance with all applicable rules and regulations;
- Provides information necessary for HUD's Annual Report to Congress, and is statutorily mandated;
- Provides grantees an opportunity to describe to residents their successes in revitalizing deteriorated neighborhoods and meeting objectives stipulated in their Consolidated and Action Plans; and
- Assures that residents, community groups, and other interested stakeholders in the community development process are accurately informed of the use of federal resources.

As required by HUD regulations and the Citizen Participation Plan, staff obtained resident participation by publishing and posting bilingual public comment notices. On August 19, 2022, a public notice was published in English and Spanish in the Porterville Recorder and Noticiero Semanal, and the CAPER was made available for review electronically on the City's website (www.ci.porterville.ca.us) and in City Hall. The public notices indicate comments may be submitted electronically and by telephone until September 6, 2022, at 6:30 p.m. At the time of this report, no comments have been received. If comments are received prior to the close of the comment period, staff will respond to the comments before the CAPER is submitted to HUD by September 30, 2022.

RECOMMENDATION:

That the City Council:

1. Conduct the Public Hearing and consider any comments

received;

2. Consider the Draft 2021-2022 Consolidated Annual Performance Evaluation Report; and

3. Direct staff to submit said report to the Department of Housing and Urban Development by the required deadline of September 30, 2022.

ATTACHMENTS:

1. Draft 2021-2022 Consolidated Annual Performance Evaluation Report

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

NOTICE OF PUBLIC REVIEW AND COMMENT AND NOTICE OF PUBLIC HEARING

The City of Porterville is soliciting public review and comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the City's 2021/2022 Action Plan (AP). The AP is submitted annually to the U.S. Department of Housing and Urban Development (HUD) to enable the City to receive federal funds under the Community Development Block Grant (CDBG) program.

The CAPER, which has been prepared for submittal to HUD, reports on specific federal assistance allocated to the City of Porterville for the period July 1, 2021, through June 30, 2022. The CAPER is the performance reporting tool for the 2021/22 AP Program Year, and is required by HUD guidelines as described in a HUD Memorandum dated February 18, 1998.

The 15-day public review period for the CAPER begins August 19, 2022, and ends on September 6, 2022, at 5:00 p.m. The CAPER is available for inspection by any and all persons interested therein; on the City's website www.ci.porterville.ca.us or at 291 N. Main Street, Porterville, CA 93257. Written comments may be sent to that same address or emailed to housing@ci.porterville.ca.us.

Additionally, a **Public Hearing will be held by the City Council of the City of Porterville on Tuesday, September 6, 2022, at 6:30 p.m.** or as soon thereafter in order to consider the approval of the 2021/22 CAPER. Participation using Zoom is available and details can be found on the City's website. The matter can also be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California and will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

This notice is given in order to provide all parties an opportunity to be heard and to present their views regarding this report. Any and all persons interested in this matter may provide comments. Persons of low and moderate income, disabled and elderly persons, members of minority groups, and persons residing in eligible CDBG Program areas are particularly encouraged to comment.

For more information about the CAPER or to present oral comment regarding the CAPER, please contact Jason Ridenour at (559) 782-7460.

DATED: August 19, 2022
Jason Ridenour, Community Development Director

NOTICIA PÚBLICA PARA REVISIÓN Y COMENTARIO Y AVISO DE AUDIENCIA PÚBLICA

La Ciudad de Porterville solicita revisión y comentarios públicos para el Reporte Anual Consolidado de Ejecución y Evaluación (CAPER) para el Plan de Acción (AP) 2021/22 de la Ciudad de Porterville. El Plan de Acción (AP) es enviado anualmente al Departamento de Viviendas y Desarrollo Urbano de los Estados Unidos (HUD) para habilitar que la ciudad reciba fondos federales bajo la Beca del Desarrollo de la Comunidad (CDBG).

El CAPER, cual ha sido preparado para ser entregado a HUD, reporta asistencia específica federal asignada a la Ciudad de Porterville para el periodo 1 de Julio de 2021 a 30 de Junio 30 de 2022. El CAPER es el reporte acerca de los programas del Plan de Acción del Año 2021/22, y es requerido por los reglamentos de HUD como escritas en el Memorando de HUD con fecha de Febrero 18, 1998.

El período de revisión pública de 15 días del CAPER comienza el 19 de agosto de 2022 y termina el 6 de septiembre de 2022 a las 5:00 p.m. El CAPER están disponible para inspección por todas las personas interesadas en el mismo en el sitio web de la Ciudad www.ci.porterville.ca.us o en 291 N. Main Street, Porterville, CA 93257. A ese mismo domicilio se pueden enviar los comentarios por escrito o por correo electrónico a housing@ci.porterville.ca.us.

Además, el **Concilio de la Ciudad de Porterville tendrá una Audiencia Pública el martes 6 de septiembre de 2022 a las 6:30 p.m.** o tan pronto como el asunto pueda ser escuchado en la sala de juntas del Concilio, para considerar la aprobación del CAPER 2021/2022. Participación mediante Zoom será disponible y los detalles se encuentran en el sitio web de la Ciudad. El tema también se puede escuchar en la sala del Concilio de la Ciudad en 291 N. Main Street, Porterville, California, y se transmitirá en vivo en YouTube en <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

El propósito de este aviso es para brindar a todas las partes, la oportunidad de ser escuchadas y presentar sus puntos de vista con respecto a este informe. Todas y cada una de las personas interesadas en este asunto pueden dar comentarios; en especial a las personas de ingresos bajos y moderados, las personas discapacitadas y las personas mayores, los miembros de grupos minoritarios y las personas que residen en áreas elegibles para uso de fondos CDBG.

Para obtener más información sobre el CAPER o para presentar un comentario oral sobre el CAPER, comuníquese con Jason Ridenour al (559) 782-7460.

FECHA: 19 de agosto de 2022

Jason Ridenour, Director del Departamento de Desarrollo Comunitario



**CITY OF PORTERVILLE
CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT**

(CAPER)

FISCAL YEAR 2021-2022

15-DAY PUBLIC REVIEW

AUGUST 19, 2022 – SEPTEMBER 6, 2022

DRAFT

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

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This section addresses activities undertaken during the program year to address pertinent Consolidated Plan and FY 2021/22 Action Plan objectives and areas of high priority.

To meet the City of Porterville's goals and objectives for FY 2021/22, funds were primarily administered to the following activities: First Time Low Income Homebuyer Program (FTHB), Homebuyer Education, Owner Occupied Rehabilitation Loan, Continuum of Care LINC Services, Case Management for Permanent Supportive Housing for the chronically homeless, debt service on the Section 108 loan, Parks Improvement Program, and Covid Business Assistance.

These accomplishments promoted and sustained public services, existing housing, and job opportunities for Porterville residents and employers. Programs designed to address and fund the needs identified as "High" in the Priority Needs Table are the City's number one objective.

In keeping with this focus, the following objectives identified in the Consolidated Plan and FY 2021/22 Action Plan (AP) were addressed:

- Objective 1: Assist in the creation and preservation of affordable housing opportunities.
- Objective 2: Support activities to prevent and end homelessness.
- Objective 3: Support activities that strengthen neighborhoods.
- Objective 4: Expand economic development and employment opportunity programs.

Due to a delay with the sale of the Heritage Center, the City of Porterville amended its 2021 Action Plan to reprogram funds to cover the costs of items that were to be paid with the proceeds, to reallocate funding for programs and projects that did not take place due to ongoing pandemic related delays, and to remain in compliance with expenditure deadlines. The amendment consisted of: the addition of activities for repayment/early repayment of the Section 108 loan; reallocation of 2016 funds from the Small business assistance program and the Large Business assistance program to the Section 108 loan repayment and the Parks Improvement program respectively; and reprogramming of 2020 funds back to the Large business assistance program for a total of \$605,267.22 in reprogrammed funds.

The Table 1 - Accomplishments – Program Year & Strategic Plan to Date represents 5-year goals for FY 2020-2024. This is the second year of accomplishments reported or 40% of the goals. See Table 1a for actual program stats, as the system generated table does not capture all the accomplishments accurately.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount/ CDBG	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$1,805	Public service activities other than LMI Housing Benefit	PA	300	144	48.00%	60	76	126.67%
Affordable Housing	Affordable Housing	CDBG: \$0	Homeowner Housing Added	HHU	2	0	0.00%	0	0	0.00%
Affordable Housing	Affordable Housing	CDBG: \$224,005	Homeowner Housing Rehabilitated	HHU	5	2	40.00%	4	0	0.00%
Affordable Housing	Affordable Housing	CDBG: \$87,000	Direct Financial Assistance to Homebuyers	HA	5	4	80.00%	1	1	100.00%
Affordable Housing	Affordable Housing	CDBG: \$15,000	Public service activities other than LMI Housing Benefit	PA	0	0	0.00%	30	1	3.33%
Economic Development	Non-Housing Community Development	CDBG: \$170,875	Businesses Assisted	B	20	1	5.00%	5	1	20.00%
Homelessness	Homeless	CDBG: \$5,000	Public service activities other than LMI Housing Benefit	PA	750	281	37.46%	150	281	187.00%
Homelessness	Homeless	CDBG: \$15,000	Public service activities for LMI Housing Benefit	HA	5	13	260.00%	2	6	300.00%
Strengthening Neighborhoods	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$150,000	Other	O	1	0	0.00%	1	0	0.00%
Strengthening Neighborhoods	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$137,166	Public Facility or Infrastructure Activities other than LMI Housing Benefit	PA	167815	15415	9.19%	167815	15415	9.19%
Strengthening Neighborhoods	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Public service activities other than LMI Housing Benefit	PA	500	0	0.00%	100	0	0.00%
Economic Development	Non-Housing Community Development	CDBG-CV: \$882,536	Businesses Assisted	B	0	0	0.00%	0	3	300.00%
UNIT OF MEASURE: PA=Persons Assisted, HA= Households Assisted, HHU=Household Unit, B=Business, J=Jobs, B=Beds, O=Other. LMI=Low/Moderate Income										

Table 1 – Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City remains committed to providing a full range of housing opportunities throughout the community. It's the City's intent to assist in the development of housing opportunities within the City and, as such, the City will engage in programs that further improve the supply of lower income housing. Below are the programmed activities for FY 2021 and accomplishments associated with each activity.

First Time Homebuyer Loan Program: The AP set a goal that at least one low-to-moderate income household would receive assistance. This goal was attained by assisting one (1) low-to-moderate income households with CDBG funds and one (1) with HOME and CalHome funds.

Owner Occupied Rehabilitation Loan Programs: A goal of four (4) low-to-moderate income households was established by the AP. There were no rehabilitation loans funded in Program Year 2021, as the ongoing pandemic has made families uncomfortable with allowing access to their home. There are two (2) applications for an exterior ADA ramp have been submitted and are in review for eligibility.

Homebuyer Education: The City made every effort to meet the goal of assisting 60 low-to-moderate income persons by continuing to offer Virtual Homebuyer Education classes and exceeded the program year goal by assisting 76 persons.

Case Management for Permanent Supportive Housing: The City collaborates with several local operators of facilities that meet the emergency and transitional housing needs of the homeless and those threatened with homelessness. It allocates CDBG funds for case manager salaries for the Permanent Supportive Housing (PSH) Program administered by Family Services of Tulare County, which provides the following services: referrals to counseling and dentist, life skills training, transportation, home visits/case management and delivery of food and hygiene products. Six (6) individuals received new or continued access to these services, five (5) of whom have been housed while enrolled in the program. One is in a referral status and currently looking for housing, but receives case management services. The goal of two persons assisted was met.

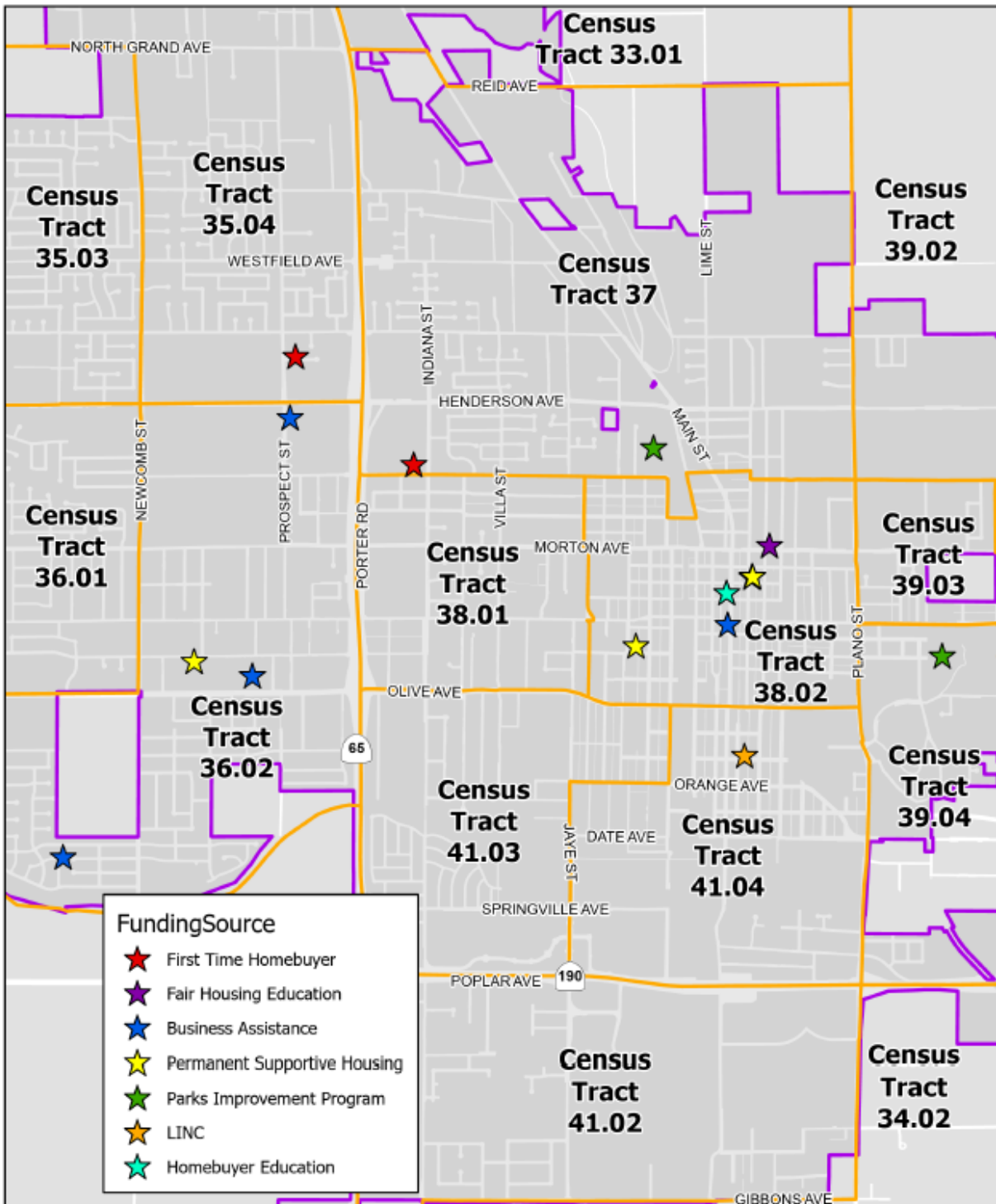
Parks Improvement Program: The Parks & Leisure Services Department worked diligently to bring new amenities to the parks. Accomplishments included the addition of new playground equipment at Zalud and Murry Parks as well as the addition of wood chips.

Business Assistance Program: There was still interest in funds available to local businesses to prevent, prepare for, and respond to COVID-19, and as such the BAP accomplishments for 21/22 include two (2) CV loans and one (1) small business loan. In addition to the \$882,536 in CARES Act funds received, an additional \$183,702 in CDBG revolving loan funds were available to help businesses comply with state mandates and create employment opportunities. Additionally, one (1) Non-profit grant in the amount of \$175,000 was funded in 2021. A total of four (4) businesses were assisted in PY2021.

Fair Housing: The City successfully issued a Joint RFP with the City of Hanford to Community Services & Employment Training Inc. (CSET) for the provision of Fair Housing education services. The RFP was awarded in June therefore no expenditures were drawn down, nor entered in IDIS, however CSET did begin its work in providing Fair Housing information to the public and they will be reflected in the narrative section of the activity. CSET began its efforts, which focused on program setup and implementation, and marketing of the program via social media and community partner agencies. A community presentation and one-to-one session were held, with a total of 7 community partners and 1 community member served.

A map is included to show where CDBG assisted units are in the City

2021/2022 CDBG Funded Activities - CAPER



Parcels
Census Tract
City Limits



0 0.5 1 Miles



Date Printed: 7/8/2022 by the Community Development Department

CR-10 - Racial and Ethnic composition of families assisted**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

	CDBG
White	233
Black or African American	11
Asian	13
American Indian or American Native	41
Native Hawaiian or Other Pacific Islander	0
Total	298
Hispanic	223
Not Hispanic	144

Table 1 – Table of assistance to racial and ethnic populations by source of funds**Narrative**

Some of the CDBG funded programs are not captured by the table auto generated by IDIS (above), therefore Table 2a has been provided to include those programs. Additionally, Table 2a accounts for those who provide a race of “Other” also excluded from the data provided in Table 2.

Table 2a - Table of assistance to racial and ethnic populations by source of funds	CDBG TOTALS
White	233
Black or African American	11
Asian	13
American Indian or American Native	41
Native Hawaiian or Other Pacific Islander	0
Other	69
Total Households	367
Hispanic	223
Not Hispanic	144

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,359,523	1,019,285.65

Table 2 - Resources Made Available**Narrative**

This total will be finalized after the City of Porterville finance department completes the closing out of the FY 2021/22. This total is as of June 30, 2022, based on a preliminary report of expenditures. Please see PR-26 and Explanation of Adjustments (Attachment 3). Additionally, \$260,000 in CDBG-CV funds were expended during the program year as reflected in the PR-26 CDBG-CV Financial Summary (Attachment 3) and Table 3a as IDIS does not have the functionality to add a second line for CV funds as they are attached to PY 2019/20.

The auto-generated table by IDIS does not reflect actual amounts. Therefore, actual balances have been included, per available resources at the beginning of FY 2021/22. Every effort was made to use any available Program Income first, then any prior CDBG entitlement and finally the current entitlement. Some Activities only use Program Income, Prior Entitlement or Current Entitlement; therefore, all account resources have expenditures.

Table 3a - Resources Made Available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public-federal	\$1,359,523	\$1,019,285.65
CDBG-CV	public-federal	\$358,438	\$260,000

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	All programs are within the City Limits of Porterville

Table 3 – Identify the geographic distribution and location of investments**Narrative**

The target area for all goals is Citywide. All assistance was provided to households within the city limits of Porterville, including annexed Tulare County unincorporated areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Private resources used in conjunction with Federal resources consist of first mortgages issued to qualifying first time homebuyers from lenders participating in the City's First Time Homebuyer Program. The City also continues leveraging its First Time Homebuyer Program, the Owner Occupied Housing Rehabilitation Program, and other housing programs with Revolving Loan Program Income Funds derived from the repayment of CDBG, and State grants such as HOME and CalHome loans. Matching requirements were satisfied through the individual program guidelines. For the First-Time Homebuyer Program, lenders are requested to provide a higher percentage of the sales price than what the City provides. This provision also promotes affordable housing because in most cases, it excludes the additional cost of primary mortgage insurance (PMI) when they are eligible for Conventional Financing if at least 20% is given as a down payment. One of the exceptions to the PMI cost avoidance is the use of FHA financing which is allowed with the program and requires PMI.

Homebuyer Education is a public service being provided at City Hall and is a CDBG funded activity, but not in its entirety, as doing so would result in the City exceeding its public service cap. Therefore, the program is subsidized through the General Fund, HOME Administration funds and a partnership for in-kind staff time with CSET who provides an instructor to administer the classes.

With General Fund, improvements have been made to public parks including the installation of two Cornhole sets, a mini picnic shelter, a covered swinging bench and playground wood fiber. Additionally, staff has secured park related grants which will enhance existing park areas and provide a new community park.

Matching funds associated with the Business Assistance Program are those funds necessary to complete the project and accommodate the business.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Homeless	2	6
Non-Homeless	5	1
Special-Needs	0	0
Total	7	7

Table 4 – Number of Households

	One-Year Goal	Actual
Rental Assistance	2	6
The Production of New Units	0	0
Rehab of Existing Units	4	0
Acquisition of Existing Units	1	1
Total	7	7

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In FY 21-22, the City of Porterville made every effort to meet or exceed the goals. The following are programs with unmet goals that contribute to the City's efforts in providing affordable housing for its residents.

Owner Occupied Housing Rehabilitation Loan Program: In past years, the number of units supported through Rehab of existing units has been exceeded, however fell short in 21-22 as only one (1) application was received and did not qualify for assistance. Increased marketing efforts have been successful in bringing awareness to the City's housing programs, which was demonstrated by the twenty three (23) inquiries received about this program throughout the program year. In an effort to increase the number of applications submitted, staff will continue to log all inquiries and will maintain contact with individuals to ensure this goal is met in subsequent years.

Fair Housing Education Services: On January 18, 2022, the City Council authorized staff to distribute a joint Request for Proposals (RFP) with the City of Hanford for Fair Housing education services. Community Services Employment Training (CSET) was awarded the contract to provide culturally appropriate outreach and fair housing education opportunities for families and individuals within the City of Porterville and provide landlords and property managers with education in fair housing law and practice to reduce the incidence of housing discrimination. In June of 2022, CSET began its efforts, which focused on program setup and implementation, and marketing of the program via social media and community partner agencies. A community presentation and one-to-one session were held, with a total of 7 community partners and 1 community member served. While the goal of 30 individuals assisted was not met due to the program starting in June, increased numbers are anticipated in PY2022.

Youth Center (YC): Due to state mandated school closures and in an effort to protect public health and slow the rate of transmission of COVID-19, the Youth Center has been closed since March of 2020. Funds in the amount of \$100,000 were reprogrammed to the Section 108 Early Repayment activity through the amendment process approved on April 19, 2022.

Curb, Gutter and Sidewalk Improvement Program: A project has been identified, the Environmental Review Record (ERR) completed, and design is currently underway; however, the project will not begin construction until next program year. As a result, funds in the amount of \$130,000 were reprogrammed to the Section 108 Early Repayment activity through the amendment process approved on April 19, 2022.

Multi-Sport Field Improvement Project: This project consists of improvements to 11.6 acres of undeveloped property to the north of the Heritage Center for the use of recreational activity and park space. The sale of the Heritage Center and subsequent repayment of the Section 108 Loan that was expected to generate approximately \$900,000 in CDBG Program Income (PI) to fund this project is still underway. Funds in the amount of \$290,624.25 were reprogrammed to the Section 108 Repayment activity through the amendment process approved on April 19, 2022. Consultants are currently working on the ERR.

Discuss how these outcomes will impact future annual action plans.

These outcomes demonstrate that while not all goals were met, there is still a need for affordable housing and the city would like to continue funding such programs. Additionally, the City's efforts to address "worst-case" housing needs and the needs of persons with disabilities included:

- a. Since 2006, the City continues to promote annually the Voluntary Income Tax Assistance Program (VITA) in Porterville. VITA is a national program providing free assistance to low income, elderly, limited English proficient and/or disabled individuals who require assistance in preparing their tax returns and cannot afford the services of a paid professional tax preparer. This program aids in ensuring that these families do not have to use their limited resources on this service and are able to obtain their tax refunds.
- b. Offering the Owner Occupied Housing Rehabilitation Loan program to help families bring their homes up to City Code and address Health and Safety hazards.
- c. Collaboration with the Housing Authority of Tulare County (HATC), who provides ongoing maintenance and upkeep of publicly assisted housing units in Porterville. HATC serves as the housing provider for worst-case needs and LMI renter households that pay more than half their income for rent. HATC also assists persons with disabilities and retrofits existing units to accommodate them.
- d. The City is on the Homeless Taskforce, which is a County Wide effort to identify gaps in services to help individuals and families experiencing homelessness overcome that situation or avoid it altogether.
- e. Continuum of Care's LINC activities resumed in June 2021, the program year goal of 150 people served was met. There were 281 people served.

- f. It was previously reported that the City partnered with Turning Point of Central California, which operates a 30-bed Low Barrier Navigation Center for people experiencing homelessness. The Navigation Center has served as the location for the provision of LINC services since it resumed in June of 2021.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	1	1
Total	1	1

Table 6 – Number of Households Served

Narrative Information

Table 7 includes First Time Homebuyer Loan Program and Owner Occupied Rehabilitation Program beneficiary data.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Porterville actively participates in searching for solutions to reduce and end homelessness through partnering with non-profit organizations and agencies, as well as seeking out grant funds to support programs aimed at reducing homelessness.

A total of \$20,000 of CDBG Funding is allocated annually to the programs that address homelessness. The Kings/Tulare Homeless Alliance (KTHA) receives \$5,000 annually to assist in resource fairs that link the individuals with services. The City also partners with Family Services of Tulare County with funds to help cover a case manager's salary for 5 PSH beds in Porterville. The Tulare Housing First Permanent Supportive Housing Project (formerly known as Shelter plus Care) for the homeless received the remaining \$15,000.

KTHA which serves as the local continuum of care, coordinates efforts amongst service providers, faith-based partners, governmental agencies and other key stakeholders. The City actively participates in the monthly meetings hosted by KTHA, such as the Community/Stakeholder meeting and Executive Meetings. KTHA also hosts other monthly meetings such as the Case Management Roundtable.

Point In Time (PIT) - KTHA gathers data for the PIT census. The one-day survey provides a snapshot of the adults, children in households and unaccompanied youth living in the City of Porterville who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless. The 2021 PIT survey count published in June 2021 indicates 922 sheltered and unsheltered individuals were counted in Tulare County, of which 182 are unsheltered in Porterville and 30 are either in Emergency or Transitional Housing.

The Kings View PATH team and KTHA Housing Navigators conduct ongoing outreach to connect people who are least likely to access resources. In PY 2021, approximately 106 people experiencing homelessness were assessed for housing through street outreach efforts. Of the 106 people assessed, 13 people were referred for housing and 11 people were assisted with permanent housing.

Last fiscal year a street outreach team was started by Central California Family Crisis Center, called Homeless Outreach Program (HOP). A HOP team goes to the river bank where most of the homeless in Porterville reside and provides food, hygiene kits, and other needed items such as sleeping bags, and provides information on available resources to assist them in securing permanent housing. The team goes out 6-8 times per year and it's estimated that they make contact with about 30 individuals on each outing.

Most recently, the City Council approved an allocation to the Porterville Police Department, to hire a social worker to work alongside a police officer to perform outreach to unsheltered individuals in the city. The program has started with great success. In the program's first month of operation four individuals were housed and many others provided with services or information to services. The officer performs outreach several days per week and coordinate with local agencies who provide services.

The City encourages homeless service providers to participate in the Coordinated Entry System (CES). This system utilizes the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) to help prioritize assistance for those who have been homeless for long periods of time and have high service needs. It also helps individuals by eliminating the need to submit multiple applications to multiple agencies. The CES, operated by KTHA, includes virtually all homeless service providers within the City of Porterville. In addition to the Every Door Open approach, people experiencing homelessness can have an assessment completed by contacting 2-1-1.

Addressing the emergency shelter and transitional housing needs of homeless persons

The programs listed in Table 8 provide emergency shelter and transitional housing for people experiencing homelessness within the City of Porterville.

The Housing and Disability Advocacy Program is designed to assist people who are experiencing homelessness and have a disabling condition apply for disability benefits while also offering housing support. HDAP prioritizes individuals and families who are experiencing chronic homelessness or homeless and rely most heavily on government-funded services. Once approved for SSI, the individual is transitioned into permanent housing and out of the HDAP program. During FY 21/22, a total of 121 individuals received disability assistance and 22 clients/families were assisted with housing supports in addition to disability benefits within Tulare County.

The City agreed and partnered with Turning Point of Central California Inc. (TPOCC) to provide a \$50,000 cash match to support the operation of a Navigation Center in Porterville. The site of the center was purchased by the City from the Porterville Unified School District and leased to TPOCC for \$1/year. The Porterville Welcome Center (PWC) consists of 15 emergency shelter beds and 15 bridge housing beds that serve adults experiencing homelessness along with their partners and pets. During the FY 21/22, the program assisted 100 clients with shelter and an unduplicated count of 2,131 with other services and meals. Three of the shelter beds are dedicated for transitional age youth, ages 18-24 who are experiencing homelessness, with access to bridge housing beds. In 21/22 there were 4 youth served. The program was able to house 7 clients into permanent housing, some using EHV vouchers. Program guests are provided space for storage of their possessions, allowed one dog on site, and offered services that are voluntary and include case management, housing locations, meals, life skills training, laundry, and linkages to community resources. Bridge housing beds are referred exclusively by the Coordinated Entry System. Emergency shelter beds can be self-referred by someone experiencing homelessness, through CES, or by another service provider.

The City also partners with KTHA by continuing to be part of the Porterville Local Initiative Navigation Center (LINC) committee, which began in June 2021. LINC serves as a mini-resource fair and is held twice a month at the PWC. The committee will support the PWC and KTHA to facilitate connections to the services needing to be made available, volunteer at events, fundraise and provide ongoing planning and coordination of services that LINC may be missing. The intention of LINC is to connect persons experiencing homelessness with critical services, such as housing assistance, legal services, social services and access to mainstream benefits, and provide consumables and supplies. Due to COVID-19 restrictions, only some of the services listed have been provided, which are: connection to mainstream benefits through an HHSA eligibility worker, a drug and alcohol counselor, a social worker, notary services and haircuts.

KTHA partnered with Kaweah Delta Healthcare District, Tulare County Health and Human Services Agency, and Kings View PATH program to establish a Street Medicine program. This program was

designed to connect people who are experiencing homelessness to COVID-19 testing and vaccines, medical services, including prescription medication and wound care, housing support, and other wrap-around services. Street Medicine events happened 10 times in Tulare County since July 2021, with 1 vaccination event happening in Porterville.

Table 8 – Emergency Shelter and Transitional Housing Programs in Porterville

Program Type	Organization Name	Program Name	Year-Round Beds
ES	Central CA Family Crisis Center	CCFCC Women’s Shelter	18
ES	Central CA Family Crisis Center	Porterville Women’s Shelter - DV	20
ES	San Joaquin Valley Veterans	Emergency Housing Assistance (EHA)	16
ES	Tulare County HHSA	Porterville Project Room Key	17
ES	Turning Point of Central California	Porterville Welcome Center	30
TH	Uplift Family Services	Crossroads T.A.Y. Housing, Porterville	10
TH	Central CA Family Crisis Center	Women’s Transitional Housing Program	10

ES=Emergency Shelter TH=Transitional Housing

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Several community partners offer local residents services which are designed to help with housing retention. Community residents can access up-to-date prevention resources by calling the local 2-1-1 line. Call center operators through 2-1-1 are able to pre-screen clients for eligibility and provide up-to-date information on program availability.

CalWorks eligible families are able to access housing assistance through the Housing Support Program and Bringing Families Home programs. These programs can assist with short term rental assistance and utility deposits for households faced with eviction. In FY 2021 Tulare County HHSA received 113 applications for HA in the Porterville office and 93 were granted. These totaled \$153,773.50 in assistance to families in the Porterville area to help them stabilize their housing situation.

Through a partnership between Tulare County HHSA and Uplift Families, there are 10 transitional housing beds available for youth exiting foster care. The program offers housing along with intensive wrap around services to assist participants in becoming self-sufficient.

The Alliance has an SSI/SSDI Advocacy, Outreach and Access (SOAR) program within the region. This national project is designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or a co-occurring substance use disorder. Assisting clients through SOAR results in expeditious benefit awards and additional funding for communities through Medicaid reimbursements. Access to these benefits greatly increases housing stability and retention rates among

recipients. Tulare County HHSA has a dedicated SSI/SSDI Advocacy unit which served 417 households/individuals in FY 2021.

These linkages have increased the community's efforts to avoid discharge into homelessness as well as serve the existing homeless population.

In addition to the CDBG funding in support of PSH, the City has partnered with Turning Point of Central California (TPOCC) by providing a \$15,000 cash match to fund supportive service costs associated with operating their 12 unit PSH project, Casa de Robles 3, in Porterville. This project provides housing to chronically homeless individuals. TPOCC provides supportive services that will allow participants to obtain and maintain permanent housing. During their time in the project, participants will meet with their case manager to develop an Individual Service Plan designed to address barriers related to obtaining and maintaining stable housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

KTHA continues to utilize the Landlord Mitigation Fund to increase the inventory of landlords and property managers willing to lease units to people experiencing homelessness. The fund is designed to incentivize Landlords to relax screening criteria for people who are experiencing homelessness and who may have barriers that prevent them from securing housing on their own, such as poor credit and past evictions. By offering a Fund to mitigate Landlord exposure to the increased costs of renting to people experiencing homelessness including excess damage and unpaid rent, a strong relationship can be created with Landlords who otherwise may not lease to individuals and families experiencing homelessness.

The Coordinated Entry System continues to focus efforts on working with the top 5 households of each intervention type on the Housing Priority List to get them document ready. This focus has reduced the amount of time that people spend on the streets waiting to be placed once a unit becomes available.

The City as a CDBG entitlement jurisdiction, is an eligible recipient of Permanent Local Housing Allocation (PLHA) funds, established by the Building Homes and Jobs Act (SB 2, 2017), and has been awarded \$875,499 for Year 1 and year 2. The City Council adopted a 5 year plan for the use of those funds and will be using them for *"Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing,"* which is one of the eligible options for this funding. RFP's were issued for both funding years and both have been awarded to two local non-profit homeless service providers across 5 different programs.

The City holds a representative seat on the Tulare County Task Force on Homelessness, which advises and assists the Tulare County Health & Human Services Agency in the Agency's efforts to address homelessness issues affecting the community. The taskforce meets monthly to identify, develop, and implement innovative strategies, leading to an increase in service-delivery efficiency and an overall reduction of

homelessness in Tulare County. The City assisted in the plan development of the Pathway Home Task Force Homeless Plan, which is a county-wide plan that established a set of goals tailored for Tulare County and provides a roadmap of how to address homelessness, based on local needs, strategies and tactics that work. Most recently a contributed to the development of the Tulare County Homeless Action Plan which was approved by the Tulare County Board of Supervisors on June 14, 2022 and subsequently submitted to the State which will help with qualifying with additional funding sources that address homelessness like the Homeless Housing, Assistance and Prevention (HHAP) Grant.

The City is aware of and in support of other agencies that also contribute to addressing and ending homelessness in Porterville. The City reaches out to those agencies when developing programs or applying for funding that can be used to address homelessness to address priority needs and gaps in services. Some examples of the agencies are, Emergency Shelter and Transitional Housing, Exit from Foster Care, Housing Retention, CalWorks, SSI/SSDI Advocacy.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not use funds from the Community Development Block Grant allocation to assist the Public Housing Agency. However, the Tulare County Housing Authority is an active PHA and referrals are made to the agency when needed and open communication exists about new programs that become available.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City has looked at ways to improve participation in the Homebuyer Education courses. Changes to the program include increased outreach, partnership with a HUD Approved Counselor from a local non-profit, use of social media, offering a one-day weekend class, providing virtual classes to 76 households (105 individuals), and distribution of a textbook for class participants to take notes and keep as a resource.

Flyers and informational materials are provided to Porterville Unified and Burton School Districts to share on their respective social media accounts. Porterville School District has over 10,000 followers and Burton District has 2,900. Burton School District also helps promote the programs by sharing the information through the district's app which reaches 6,780 individuals (parents and staff). Additionally, program flyers were provided to local resource centers for low-income families that serve approximately 50 individuals daily.

Every month, promotion of the program and virtual class announcements are placed on a digital marquee, located near the city's largest shopping center which has a daily traffic count of approximately 16,150 individuals per day.

Social media was used to promote the Homebuyer Education twice monthly and to provide frequent homebuyer resource tool-kit posts on useful home ownership information via multi-departmental Facebook and Instagram accounts with the following reach: Parks Department (6,600 followers), Public Library (5,442 followers) and Police Department (25,000 followers).

Class registration social media posts by the Housing Department alone reached a total of 7,459 individuals; FTHB program posts reached 207 individuals; lender workshop posts reached 137 individuals; homeowner toolkit with resources reached 4,926 individuals; and rehab program social media posts reached 468 individuals.

Flyers for all programs were shared by the local Chamber of Commerce to be included in their E-newsletter which serves over 900 individuals and were shared with 1,954 individuals at in person events that include the local fair, resource, and job and literacy fairs. FTHB program flyers were made available to the Housing Authority to share with their existing clients.

Virtual training was made available for current lenders and 20 participated in the workshop. Lenders received updated flyers via email when HUD provided new income guidelines and max purchase price updates. These flyers were also placed at the front counter along with the most current lender list.

Staff has also made efforts to give presentations to local organizations serving low-income families and the real estate community and provided information about the programs in an effort to obtain referrals.

Actions taken to provide assistance to troubled PHAs

Tulare County's Housing Authority is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

This section summarizes other actions contained in the Consolidated Plan and Action Plan. These actions specifically address obstacles to meet underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level. In Fiscal Years 2015 and 2016, several annexations took place throughout the City. At its meeting on October 15, 2019, the Porterville City Council approved proceeding with the issuance and sale of revenue bonds to facilitate the extension of sewer main infrastructure to serve annexed areas that are lacking infrastructure. The sewer lines that were approved for extension are currently under construction with an estimated completion date of December 2022.

As stated earlier in this report, the City of Porterville fosters and strives to maintain affordable housing and eliminate barriers to affordable housing through its various programs and policies. Governmental constraints to the production of housing are minimal in Porterville. The City's land use regulations, expedited permit processing, and low development fees serve to encourage the construction of low-cost dwelling units. The City conducts a self-evaluation to evaluate its zoning ordinance and general plan policies to ensure no undue hardship is created in the development of low to moderate-income housing. The City has contracted with a consultant to update the Development Ordinance and remove any barriers to low-income housing using REAP 1.0 funding.

As indicated in the City's Consolidated Plan, a considerable number of affordable housing units exist in Porterville. City ordinances and policies are relatively liberal regarding provision of affordable housing. Land, labor, construction, and material costs are relatively low when compared to most other areas in the state. The City has ample land currently zoned to meet low to moderate income, new, single family and multi-family housing needs for a 20-year period as indicated in the 2015-2024 adopted Housing Element of the General Plan that was certified by the State. The City has rezoned more acreage to higher densities to provide even more opportunities for affordable housing development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City addressed the issue of affordable housing being accessible in almost every area of the community with the establishment and timely expansion of its Fixed Route public transportation system. Since FY 19/20, four of the City's fixed routes were modified to increase ridership potential and service areas of the City previously without fixed route service. Starting in April of 2020, transPORT, a micro transit service, started operation providing an additional and expanded mode of service to the community. This service replicates other on-demand private rideshare services at a more affordable rate.

During FY 21/22, Porterville Transit continued to operate a reduced service due to the COVID-19 pandemic. Routes 7 and 8 were eliminated due to low productivity and supplemented with transPORT service, and Route 9 was suspended at the request of the Tule River Tribe of California. To help recovery ridership Porterville Transit has offered free fares on both fixed routes and complementary paratransit starting July 2021. Annual statistics for the services include the following: Fixed Route provided 223,744

passenger trips; Complementary Paratransit (Dial-A-Ride) provided 5,387 passengers trips, seniors and ADA-certified riders; and On-Demand (transPORT) provided 31,578 passenger trips.

The current transit fleet consists of 10 battery-electric transit buses, 12 battery-electric vans, 14 CNG (Compressed Natural Gas) transit buses, 3 CNG cutaway buses, and 9 gasoline minivans, making the transit fleet compliant with the California Air Resources Board (CARB) regulations.

Using funds from the SB2 Local Planning Grant program, the City has hired a consultant to prepare pre-approved construction-ready plans for both Accessory Dwelling Units and multi-family residential units. Staff has instructed the consultant to prepare three (3) plan sets for ADUs ranging from studio (525 sf) to two-bedroom units (806 sf). The multi-family residential plans will range from duplex to four-plex designs with a variety of unit types, from studio style (420 sf) to three-bedroom units (1357 sf). Overall, the City will receive eleven (11) plan sets for public use. Staff expects to receive the plans by the end of the year, with public launch to follow soon after. The City has partnered with Self-Help Enterprises (SHE) to offer applicants private financing for ADUs through SHE's loan program.

Staff continues to monitor all of the City/Agency assisted affordable housing projects to ensure that they are meeting the conditions of the regulatory agreements. The monitoring has now been the responsibility of the Porterville Housing Authority. The City continues to keep an open communication with several affordable housing developers to encourage this type of development.

As mentioned in previous CAPERs, a developer has secured a site and full construction funding, including state funding from the *No Place Like Home* program to build permanent housing for low-income families and housing for those experiencing homelessness. They continue to move forward with the proposed 80 new units, with onsite wraparound services and case management to help the residents with other needs they may have. The City is in support of the project and in communication with them on their progress. The project is currently under construction and on schedule to be completed by December of 2022.

These efforts, in conjunction with the City's first time homebuyer programs and other housing programs, have made progress toward the goal of eliminating barriers to affordable housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Tulare County Health Department conducts follow-up investigations on documented incidents of childhood lead poisoning and implemented eradication action as required by law. Porterville does not directly undertake lead-based paint eradication unless such action is required in conjunction with CDBG/HOME/CalHome funded, owner-occupied housing rehabilitation projects. There were no rehabilitation loans funded in 2021-22. City staff provides brochures and informational leaflets on lead-based paint hazards to first-time homebuyers as part of the homebuyer education curriculum, and at the counter for the public.

Since 2005, the City's Owner Occupied Housing Rehabilitation Loan Program Guidelines requires that homes built before 1978 be eligible for funding assistance by complying with all the federal lead-based paint regulations including conducting on site lead-based paint assessments and pursuing mitigation where necessary. As part of this program, up to \$10,000 of the \$40,000 in assistance can be allocated to lead testing and abatement as a grant.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Porterville pursues a very aggressive Economic Development Program on an ongoing basis. These efforts reduce poverty by creating jobs specifically targeted to benefit low-income individuals and can be seen through the CDBG funded Business Assistance Loan Program, which provides financial assistance to property owners, or long-term tenants, to improve their properties. Assistance is targeted toward improving commercial and industrial districts where it's apparent that the potential for decline of the general condition of the building stock may occur now or in the future. An amortized loan facilitates the improvement of the structures. The highest priority is given to buildings that do not meet basic City building standards, and those buildings functionally obsolete and requiring rehabilitation to remain financially viable. Eligible applicants include owner, developer, or lessee of any commercial, commercial/residential, industrial, and professional office structures, including nonprofit agencies and for-profit businesses.

Priority for funding is given to an applicant that is an owner of, or in the process of purchasing, the property or evidence of a signed long-term lease. Priority is also assigned on the ability to generate direct employment opportunities for low/moderate income persons according to a minimum ratio of one full-time equivalent job per \$35,000 of CDBG assistance. During FY 2021/22, Porterville funded one small business loan through the regular RLF program; additionally, the CDBG-CV Economic Development programs issued 2 forgivable business loans and 1 non-profit grant, which was technically awarded in 2020, but reimbursement requests were received in 2021 and are therefore being reported as accomplishments in this CAPER.

A total of 2 of the City's low income households benefited from the purchase of a home under the City's First-Time Homebuyer programs, one with CDBG funds, and one with HOME and/or CalHome funds.

In FY 2021/2022, the City continued to promote the Voluntary Income Tax Assistance Program (VITA) that has been active in Porterville since 2006. VITA is promoted at the First Time Homebuyer Workshops every month, a flyer is posted in City Hall and one is mailed to current families who have a loan with the City for one of the CDBG, HOME or CalHome programs in January of each year.

VITA is a national program providing free assistance to low- and moderate- income, elderly, limited English proficient and disabled individuals who require assistance in preparing their tax returns and cannot afford the services of a paid professional tax preparer. Community Services & Employment Inc. (CSET) provides this program with the assistance of IRS-certified volunteers.

Combined with the Earned Income Tax Credit (EITC) outreach, the services provided by VITA in a low-income community can have a tremendous impact. In FY 2021/2022, 430 families were assisted in the Porterville location. This totaled \$695,249 in income tax refunds for those families, \$256,019 of which came from Earned Income Tax Credits.

Due to the lingering effects of the COVID-19 pandemic, in-person tax preparation did not take place. Instead, they used a drop off method. Clients were able to download the form or go to the Porterville office to pick them up, drop off completed forms with backup documentation, and return to the office to review, sign, and pickup tax documents.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Each public and private agency has unique capabilities for providing assistance to persons with unmet needs. It is the City's intent to examine its own capabilities as well as the capabilities of others. This effort serves to identify areas that are lacking service components. If service components are identified and

lacking, then the City can work with itself or other agencies to develop the capabilities for addressing such areas. This method of networking also establishes and identifies specific service providers. Referrals to other agencies can then be conducted. Referrals may be anonymous and are always confidential.

The City of Porterville works with local for profit and nonprofit organizations as well as the Tulare County Housing Authority and the offices of the County of Tulare. The 211 system developed by United Way of Kings/Tulare County serves to enhance coordination. This Community Resource tool is continually updated. It provides a listing of Homeless Shelters, Senior Housing, Housing for Persons with Disabilities, Housing for Farm Laborers, and many other supportive services.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Public housing is facilitated by the Housing Authority of the County of Tulare (HATC). The HATC rehabilitates its own units, and has converted units necessary to serve persons with disabilities. As mentioned in other sections of this document, the City does work collaboratively with many agencies as well as assists residents by directing them to appropriate agencies based on their needs and services they require.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Please see Attachment 1 which addresses the adopted Analysis of Impediments to Fair Housing Choice (commonly known as “the AI”), including a summary of impediments identified in the analysis, and actions taken to overcome the effects of impediments identified through the analysis. This is the second year of review utilizing the AI in the adopted 2020 Five Year Consolidated Plan.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Porterville ensures compliance with program requirements of all HUD related activities. In addition, the City ensures self-monitoring of its programs and cooperation for monitoring conducted by HUD personnel. The City has incorporated the necessary framework in order to comply with the Outcome Performance Measurement System required by HUD. This is an organized process for gathering information to determine how well programs and activities are meeting established needs and goals. HUD is then able to report in a standardized fashion on program outcomes at a national level. Additionally, City staff presents to service and business groups throughout the city including minority groups to ensure the programs are made available to all businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CAPER DEVELOPMENT AND CITIZEN PARTICIPATION PROCESS

Prior to submitting the CAPER to HUD, a notice soliciting public comment is published in the *Porterville Recorder* in English and in the *Noticiero Semanal* in Spanish. Publication of the notice allows for a 15-day comment period plus time to prepare a summary of comments and includes a link to where the document can be reviewed electronically and in hardcopy format. A copy of the Notice of Public Review is posted on the City's website and available at the City Hall public counter, 291 N Main Street.

Copies of the CAPER are provided for the public's review at the City Hall Community Development Department's counter and on the City's website, www.ci.porterville.ca.us. The Choose Porterville Facebook and Instagram pages are also used to inform the community of the Draft CAPER availability for review. Any person can also contact the City, in order to make other arrangements if they are not able access the CAPER at those locations.

The CAPER requires one hearing before City Council for document approval before submitting to HUD. Community hearings are held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources. Option of virtual meetings in Citizen Participation Plan were updated per COVID Amendments to the 2019 Action Plan.

The City Council public hearing is held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. 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 public participation at this meeting via Zoom link made available on the City's website at time of agenda publication, and the meeting is also live streamed on the City's YouTube Channel, www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA. Public comments may be submitted electronically to housing@ci.porterville.ca.us prior to 5:00 p.m. on the public hearing date. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency (LEP) are available to be provided upon request, ranging up to five-business days prior notification to the City Clerk. Request for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

This section will be updated after the 15-day comment period has ended.

There were __ public comments received during the 15-day comment period or Public Hearing. Social media outreach stats include __ people being reached. Additionally, __ agencies and/or stakeholders were notified of the 15 day comment period and public hearing via email communication. Public Hearing attendance included: __ Zoom, __ virtually via YouTube live stream, and __ in-person.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City continues to review its programs and guidelines. The City strives to be able to assist as many households as possible, so staff is constantly monitoring the market conditions to make changes in the program guidelines as necessary. Additionally, if there is a need that was not previously identified and it comes to the City's attention, this may also be a reason for needed changes in program objectives. One example is the transition from in person to online classes for the Homebuyer Education Program, in order to adhere to the social distancing mandates caused by the Coronavirus pandemic.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable

Attachment 1

Response to CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

While the adopted Analysis of Impediments to Fair Housing Choice (“AI”) identifies a number of potential issues, certain issues are beyond the ability of a local jurisdiction to address, such as those related to lending practices. The following list identifies new and ongoing recommendations identified in the analysis to reduce impediments to fair housing choice, actions taken to address each item during the last program year, and the impacts of those actions. This is the second year of review utilizing the AI in the adopted 2020 Five Year Consolidated Plan.

Expanding Affordable Housing Opportunities

The City’s First Time Homebuyer Assistance Program helps to mitigate one of the single largest barriers to obtaining affordable housing, which is down payment assistance. The program offers gap-financing, down payment assistance and closing costs in the form of a 30-year deferred second mortgage 1% simple interest loan of a max of 35% of the purchase price of the home. Additionally, the Housing Rehabilitation and Public Utilities Program provides 0% interest, 30-year deferred loans to rehabilitate low and moderate income households, which helps to keep the people in their homes by addressing health and safety issues. ADA Exterior Wheelchair RAMP Accessibility Grant Program helps owner-occupied households who have individuals with disabilities and/or elderly (62 or older) family members, with a grant of up to \$10,000 to make their homes easily accessible with the installation of an exterior wheelchair ramp.

During the pandemic, the City developed and administered virtual homebuyer education classes (to accommodate for Covid-19 restrictions), which take place on a Saturday each month, alternating in English and Spanish. Benefits of the transition to virtual classes included flexibility for participants, who could attend from any location and it addressed a previously known barrier to attendance, the need for childcare. In FY 2021/22, 76 households attended the virtual Homebuyer Education class, which consisted of 105 individuals. Accommodations for participation of LEP and persons with hearing impairments are made available. The City will continue advertising the classes and programs on the City’s website, multi-departmental social medias, via community partners and at community outreach events.

Expanding Access to Information

The City’s new website, which launched in September of 2021, includes links to the same valuable information, but in a more accessible format. Links include: the fair housing service provider, the Fannie Mae Foundation that offers free guides and resources for first time homebuyers in English, Spanish and other languages, California Department of Fair Employment and Housing, California Association of Realtors, the U.S. Department of Housing and Urban Development (HUD), Central California Legal Services Inc. (CCLS), Fair Housing Council of Central California, California Department of Housing and Community Development (HCD), California Housing Finance Agency (CAHFHA), California Tax Credit Allocation Committee (CTCAC), U.S Census Bureau, HUD Foreclosure/Housing Counseling. Additionally, there are links for the Porterville Housing Authority’s map and data as well as their annual report.

Evaluate Public Policies and Program

The city's Development Ordinance is updated every few years to keep up with the most recent legislature pertaining to housing, with the most recent update to the Development Ordinance becoming effective on July 2, 2020. As previously mentioned, the City has contracted with a consultant to update the Development Ordinance and remove any barriers to low-income housing and become pro-housing friendly using REAP 1.0 funding.

Currently, most residential zones allow for alternative housing types, including mobile homes, second dwelling units, and group homes. As mentioned, the City has hired a consultant to prepare pre-approved construction-ready plans for both Accessory Dwelling Units and multi-family residential units. The City will receive eleven (11) plan sets for public use and has partnered with Self-Help Enterprises to offer applicants private financing for ADUs.

The City has used millions of dollars of Certificates of Participation, bond funds, and other State and Federal grants and loans to provide new wells, major sewer and water trunk connections, expansion of the Wastewater Treatment Facility and street improvements to accommodate residential growth, and ensure maintenance of affordable housing. As was previously mentioned, sewer lines approved for extension are currently under construction.

The City has continued to administer the FTHB program. The award of a new State HOME grant in combination with CDBG PI and HOME PI will help sustain this program over the next year.

The City has continued to pursue affordable housing development. Even though the City does not have many financial resources to directly assist a project, staff is more than willing to promote affordable housing to developers, work with developers to secure any other state, federal, or other funding that might be available for affordable housing projects. An example being the 80 new units of permanent housing for low income families and housing for those experiencing homelessness, which is nearing its expected completion date of October 2022. The project experienced a \$750,000 funding gap that was due to the shortage of construction supplies experienced nationwide that caused a hike in the prices and left the project with a \$750,000 funding gap. The City provided a \$250,000 ARPA grant to help with the cost and recommended that the county also provide \$500,000 of their ARPA funds for this project.

A second development is a sixty-eight (68) unit apartment complex for low-income families with a community center and garden. It will be generally located at the southwest corner of State Route 65 and W. Pioneer Avenue. The multi-family units will consist of various sizes ranging from 486 square feet to 800 square feet, establishing affordable rental restrictions on sixty-eight (68) units for a period of fifty-five (55) years with one unit being reserved for on-site manager. Construction began in April 2022 and is expected to be completed in the summer of 2023.

In pursuing all of these programs, the City is making more land and housing available for low-income households.

Outreach to Lenders

The City will continue to work with local lenders and government institutions to provide outreach to lower income residents about home purchase loans particularly for first-time homebuyers. The City will

encourage local lenders to provide information and hold workshops in both English and Spanish. This outreach to lenders results in more low-income persons participating in the Homebuyer Education Program and becoming applicants for funding assistance. The increase in communication makes for smoother processing of the loan applications. Training was provided to all participating Lenders and the goal is to make training available at least once a year for existing and new Lenders.

The City has partnered with a HUD approved housing counseling agency (Community Services Employment Training, Inc.) to provide the homebuyer education; this agreement was entered prior to the new HUD mandate. The foreclosure education and referral process certainly has had a positive impact on helping homeowners that were facing foreclosure with options that could prevent foreclosure and provide the public with important housing information.

Affirmative Outreach to Applicants and Participants

The City will continue to collect the race, ethnicity, national origin, and disability data, as well as gender of head of householders, for applicants, participants and beneficiaries of funded programs to determine if there are any under-represented protected class groups. Staff will analyze the data on an annual basis and adjust outreach strategies as needed. Additionally, the City will continue to conduct outreach at community events and via community partners who serve low- to moderate- income households and LEP clients, providing materials in both English and Spanish.

Fair Housing Services

Porterville cooperates with federal, state, and regional agencies to promote open housing choice and equal housing opportunity. Depending on the nature of the complaints, the City of Porterville currently refers complaints regarding housing discrimination to the Fair Housing Council of Central California, Legal Aid of Central California, California Rural Legal Aid, Fresno County Housing Authority (Fair Housing Unit), and State Department of Fair Employment and Housing. The City has entered into an agreement with CSET for the provision of Fair Housing education for Porterville residents.

In FY 2021/22, the City received zero fair housing complaints; therefore, no referrals were directed to HUD or DFEH.

After a two year absence due to pandemic related restrictions, the City held its annual Housing Fair in April of 2022, which offered housing services in one central location, so that anyone in the community needing information on becoming a homebuyer or the process of home buying could have all the people involved in the process in one location. Additionally, service agencies were available to provide free legal advice on renter and homeowner rights, Housing Counseling, Section 8 program information, Employment Services, Domestic violence and Homeless programs. City inspectors and City Planners were also available to answer questions pertaining to zoning, building code, permits and other questions. Whenever the City has a booth at community events promoting housing programs, fair housing information is provided in both English and Spanish.

The City feels that the above review of the strategies used in overcoming or eliminating the effects of impediments to fair housing choice demonstrates that the City made progress over the year in meeting the strategies developed in the AI.

Attachment 2 Public Notices

Re: Fw: Legal Notice for 21/22 CAPER

Recorder Legals <recorderlegals@portervillerecorder.com>

Tue 8/16/2022 11:40 AM

To: Lori Halleck <lhalleck@ci.porterville.ca.us>

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

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

Hi Lori

Confirm, Schedule, and the cost for Noticiero is \$251.34 and for the other one it's \$222.88. Thank you.

On Tue, Aug 16, 2022 at 8:53 AM Lori Halleck <lhalleck@ci.porterville.ca.us> wrote:

Good Morning Terry,

I have attached the word documents of the public notices we need to go for Friday's papers (in the Recorder and the noticiero semanal.) I will be faxing the request to you in just a bit. Can you please reply with cost?

Thank you so much,

Lori

Lori Halleck

Administrative Assistant

Community Development

City of Porterville

Phone: (559) 782-7460

Fax: (559) 781-6437

From: Luisa Zavala <lzavala@ci.porterville.ca.us>

Sent: Monday, August 15, 2022 10:08 AM

To: Lori Halleck <lhalleck@ci.porterville.ca.us>

Subject: Legal Notice for 21/22 CAPER

Good morning,

Attached are the legal notices prepared for the 21/22 CAPER Public Review and PH. These need to go to the Recorder tomorrow for publication on Friday. You can charge to 19-3025-21.

Thank you,

Luisa Zavala

Administrative Analyst II

Community Development Department

City of Porterville

(559) 791-7801

This e-mail (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

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Thank-you

Teresa (Terry) Jasso

Classified, Legal, Obituary Advisor

The Porterville Recorder

(559) 784-5000 ext. 1031

ACCT NO.	19-3025-21		
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**CITY OF PORTERVILLE
ADVERTISING REQUEST**

DATE: 8/16/22

DATE(S) TO BE PUBLICIZED: 8/19/22

PUBLIC MEETING DATE: 9/6/22

AUTHORIZED BY: [Signature]

ORDERING DEPT.: Community Development PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): PORTERVILLE RECORDER

SUBJECT: Soliciting public review and comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the City's 2021/2022 Action Plan

Budget Acct. No: 19-3025-21

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

☒ TO BE ADVERTISED IN LEGAL SECTION

**Please reply with confirmation of dates
and cost to Lori Halleck at
lhalleck@ci.porterville.ca.us**

City of Porterville
Finance Dept./Accounts Payable
291 N. Main St.
Porterville, CA 93257

☒ Send Tear Sheets

☐ Send Declaration
of Publication

NOTICE OF PUBLIC REVIEW AND COMMENT AND NOTICE OF PUBLIC HEARING

The City of Porterville is soliciting public review and comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the City's 2021/2022 Action Plan (AP). The AP is submitted annually to the U.S. Department of Housing and Urban Development (HUD) to enable the City to receive federal funds under the Community Development Block Grant (CDBG) program.

The CAPER, which has been prepared for submittal to HUD, reports on specific federal assistance allocated to the City of Porterville for the period July 1, 2021, through June 30, 2022. The CAPER is the performance reporting tool for the 2021/22 AP Program Year, and is required by HUD guidelines as described in a HUD Memorandum dated February 18, 1998.

The 15-day public review period for the CAPER begins August 19, 2022, and ends on September 6, 2022, at 5:00 p.m. The CAPER is available for inspection by any and all persons interested therein; on the City's website www.ci.porterville.ca.us or at 291 N. Main Street, Porterville, CA 93257. Written comments may be sent to that same address or emailed to housing@ci.porterville.ca.us.

Additionally, a **Public Hearing will be held by the City Council of the City of Porterville on Tuesday, September 6, 2022, at 6:30 p.m.** or as soon thereafter in order to consider the approval of the 2021/22 CAPER. Participation using Zoom is available and details can be found on the City's website. The matter can also be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California and will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

This notice is given in order to provide all parties an opportunity to be heard and to present their views regarding this report. Any and all persons interested in this matter may provide comments. Persons of low and moderate income, disabled and elderly persons, members of minority groups, and persons residing in eligible CDBG Program areas are particularly encouraged to comment.

For more information about the CAPER or to present oral comment regarding the CAPER, please contact Jason Ridenour at (559) 782-7460.

DATED: August 19, 2022
Jason Ridenour, Community Development Director

Send Result Report



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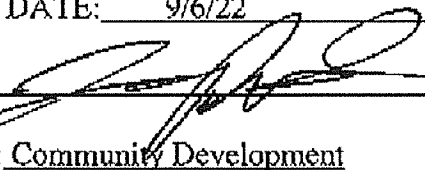


CITY OF PORTERVILLE ADVERTISING REQUEST

DATE: 8/16/22

DATE(S) TO BE PUBLICIZED: 8/19/22

PUBLIC MEETING DATE: 9/6/22

AUTHORIZED BY: 

ORDERING DEPT.: Community Development

PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): PORTERVILLE RECORDER

SUBJECT: Soliciting public review and comment on the Consolidated Annual Performance and

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
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Thank-you

Teresa (Terry) Jasso

Classified, Legal, Obituary Advisor

The Porterville Recorder

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ACCT NO. 19.3025.21		
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**CITY OF PORTERVILLE
ADVERTISING REQUEST**

DATE: 8/16/22

DATE(S) TO BE PUBLICIZED: 8/19/22

PUBLIC MEETING DATE: 9/6/22

AUTHORIZED BY: [Signature]

ORDERING DEPT.: Community Development PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): NOTICIERO SEMANAL

SUBJECT: NOTICIA PÚBLICA PARA REVISIÓN Y COMENTARIO Y AVISO DE
AUDIENCIA PÚBLICA

Budget Acct. No: 19-3025-21

☐ TO BE ADVERTISED IN THE DISPLAY ADVERTISING SECTION

☐ TO BE ADVERTISED IN CLASSIFIED SECTION - SPECIAL NOTICES

☒ TO BE ADVERTISED IN LEGAL SECTION

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City of Porterville
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☒ Send Tear Sheets

☐ Send Declaration
of Publication

NOTICIA PÚBLICA PARA REVISIÓN Y COMENTARIO Y AVISO DE AUDIENCIA PÚBLICA

La Ciudad de Porterville solicita revisión y comentarios públicos para el Reporte Anual Consolidado de Ejecución y Evaluación (CAPER) para el Plan de Acción (AP) 2021/22 de la Ciudad de Porterville. El Plan de Acción (AP) es enviado anualmente al Departamento de Viviendas y Desarrollo Urbano de los Estados Unidos (HUD) para habilitar que la ciudad reciba fondos federales bajo la Beca del Desarrollo de la Comunidad (CDBG).

El CAPER, cual ha sido preparado para ser entregado a HUD, reporta asistencia específica federal asignada a la Ciudad de Porterville para el periodo 1 de Julio de 2021 a 30 de Junio 30 de 2022. El CAPER es el reporte acerca de los programas del Plan de Acción del Año 2021/22, y es requerido por los reglamentos de HUD como escritas en el Memorando de HUD con fecha de Febrero 18, 1998.

El período de revisión pública de 15 días del CAPER comienza el 19 de agosto de 2022 y termina el 6 de septiembre de 2022 a las 5:00 p.m. El CAPER están disponible para inspección por todas las personas interesadas en el mismo en el sitio web de la Ciudad www.ci.porterville.ca.us o en 291 N. Main Street, Porterville, CA 93257. A ese mismo domicilio se pueden enviar los comentarios por escrito o por correo electrónico a housing@ci.porterville.ca.us.

Además, el **Concilio de la Ciudad de Porterville tendrá una Audiencia Pública el martes 6 de septiembre de 2022 a las 6:30 p.m.** o tan pronto como el asunto pueda ser escuchado en la sala de juntas del Concilio, para considerar la aprobación del CAPER 2021/2022. Participación mediante Zoom será disponible y los detalles se encuentran en el sitio web de la Ciudad. El tema también se puede escuchar en la sala del Concilio de la Ciudad en 291 N. Main Street, Porterville, California, y se transmitirá en vivo en YouTube en <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

El propósito de este aviso es para brindar a todas las partes, la oportunidad de ser escuchadas y presentar sus puntos de vista con respecto a este informe. Todas y cada una de las personas interesadas en este asunto pueden dar comentarios; en especial a las personas de ingresos bajos y moderados, las personas discapacitadas y las personas mayores, los miembros de grupos minoritarios y las personas que residen en áreas elegibles para uso de fondos CDBG.

Para obtener más información sobre el CAPER o para presentar un comentario oral sobre el CAPER, comuníquese con Jason Ridenour al (559) 782-7460.

FECHA: 19 de agosto de 2022

Jason Ridenour, Director del Departamento de Desarrollo Comunitario

Send Result Report



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CITY OF PORTERVILLE ADVERTISING REQUEST

DATE: 8/16/22

DATE(S) TO BE PUBLICIZED: 8/19/22

PUBLIC MEETING DATE: 9/6/22

AUTHORIZED BY: [Signature]

ORDERING DEPT.: Community Development PHONE #: 782-7460 FAX #: 781-6437

PUBLICATION (NAME): NOTICIERO SEMANAL

SUBJECT: NOTICIA PÚBLICA PARA REVISIÓN Y COMENTARIO Y AVISO DE

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	08/16/22 08:58	Porterville Recorder	0°00'21"	FAX	OK	200x100 Normal/On

Attachment 3 PR-26 & Explanation of Adjustments

(Will be attached to final document)



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Affirming Designation of Rule 20A Program Utility Undergrounding Project

SOURCE: City Manager's Office

COMMENT:

Rule 20 is a set of policies and procedures established by the California Public Utilities Commission (CPUC) to regulate the conversion of overhead electric equipment to underground facilities, a process known as "undergrounding," which Rule 20 determines the level of ratepayer funding for different undergrounding arrangements.

Rule 20A projects are paid for by all customers and ratepayers, not just those that live in locations where facilities will be undergrounded. Local governments choose these projects, using a process that includes public participation.

To qualify for full funding through utility rate proceeds, projects must produce a benefit to the general public, not just customers in the affected area, by satisfying one or more of these criteria: 1) the location has an unusually heavy concentration of overhead facilities; 2) the location is heavily traveled; 3) the location qualifies as an arterial or major collector road in a local government's General Plan; and 4) the overhead equipment must be located within or pass through a civic, recreational or scenic area.

Using CPUC formulas, Southern California Edison (SCE) allocates rate funds to communities for undergrounding based on previous allocations, the ratio of customers served by overhead facilities to all customers in the community, and the fraction that customers in the community represent of all SCE customers.

Local governments use these formulas to project allocations, which allows them to prioritize projects and develop project schedules. Due to funds being limited, local governments often must wait and accumulate allocations before starting an undergrounding project.

On June 7, 2021, the CPUC made the determination to eliminate the Rule 20A and prohibit ratepayer funding for new undergrounding projects effective January 1, 2023. In addition, a local government must have an active project by January 1, 2022, to utilize the accumulated allocations. As of July 1, 2021, the City of Porterville had \$1,006,531 in accumulated work credit allocations with SCE for an undergrounding project, in addition to \$750,000 transferred from the County of Tulare as part of its litigation settlement agreement in April 2014, for a total of \$1,756,531 in accumulated work credit allocations.

In June 1999, the City Council approved a plan for future undergrounding projects that proposed nine projects to be completed, the first project being the undergrounding of utilities on Morton Avenue between Main Street and Roche Street, and the second being Division Street between Olive Avenue and Putnam Avenue. In May 2008, the Council adopted a Resolution to identify the Division Street undergrounding project as its priority project, with then \$145,000 in accumulated work credit allocations. For the succeeding almost fifteen years, the City and SCE has remained in communication about the Division Street project, with both the eligibility and cost of the project being consistent concerns. With the recent CPUC ruling, SCE has estimated the current preliminary cost of the project to be \$3,663,050, more than double the City's accumulated allocations, and that Division Street does not meet the eligibility definition due to being designated a local road and not an arterial or collector street.

Due to the City needing to have an active undergrounding project with SCE as of January 1, 2022 in protection of its accumulated allocations, City and SCE staff actively coordinated in the identification of an eligible and cost-efficient project, which has pivoted back to the first project on the City's 1999 plan for Morton Avenue. SCE's current Rough Order of Magnitude (ROM) for the project is \$1,600,000, accounting for cost increases expected over the approximate five-year term to design and construct the project.

Other potential projects reviewed with SCE included:

- * Henderson Avenue: Fourth Street to Plano Street (\$975,000)
- * Jaye Street: Orange Avenue to Springville Avenue (\$1,725,000)
- * Main Street: State Route 190 to Porterville College (\$1,725,000)
- * Newcomb Street: Olive Avenue to Putnam Avenue (\$975,000)

At its meeting on December 7, 2021, the Council conducted a Public Hearing and adopted a Resolution to identify Morton Avenue as its project. Subsequent to the Council's action, SCE has requested that the Council consider a modified draft Resolution, affirming Morton Avenue as its identified project.

RECOMMENDATION: That the City Council conduct the Public Hearing to receive public comment and consider the draft Resolution affirming Morton Avenue between Main Street and Roche Street as the City's designated Rule 20A utility undergrounding project.

ATTACHMENTS:

1. Draft Resolution
2. Underground Facilities Exhibit A - Morton Avenue
3. Municipal Code 24A - Underground Facilities
4. Resolution 74-2021 - Morton Avenue Rule 20A Undergrounding Project
5. Southern California Edison Rough Order of Magnitude: Morton Avenue Rule 20A Project

6. Locator Map - Morton Avenue Rule 20A Underground Project
7. Southern California Edison Rule 20A General Conditions Policy Document
8. City of Porterville Rule 20A Underground Project Status - July 1, 2021
9. County of Tulare Letter re: Rule 20A Funds SCE Transfer - November 19, 2021
10. City of Porterville Rule 20A Undergrounding Plan - June 1999

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
ESTABLISHING AN UNDERGROUND UTILITY DISTRICT UNDER CALIFORNIA
PUBLIC UTILITIES COMMISSION RULE 20-A AND CHAPTER 24A-4 OF THE
PORTERVILLE MUNICIPAL CODE

WHEREAS, a Public Hearing was called for on Tuesday, December 7, 2021, at the hour of 6:30 p.m. in the Council Chamber of City Hall, Porterville, California, to ascertain whether public necessity, health, safety or welfare requires the removal and underground of poles, overhead wires, and facilities for supplying electric, communication, or associated services, within the area of road right-of-way on Morton Avenue between Main Street and Roche Street, as identified on the map entitled "Proposed Underground Utility District", attached hereto as Exhibit "A";

WHEREAS, it has been recommended that such an underground utility district, hereafter called "District", be formed within the area of road right-of-way on Morton Avenue between Main Street and Roche Street, as identified in Exhibit "A"; and

WHEREAS, a Public Hearing was duly and regularly held on December 7, 2021, in the Council Chamber of City Hall, Porterville, California, and all persons interested were given an opportunity to be heard.

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

1. Hereby finds that the public necessity, health, safety, or welfare requires the removal and underground of poles, overhead wires, and facilities for supplying electricity, telephone, cable communication, and associated services within the District.
2. Hereby authorizes Underground Utility District funds to be used as provided under California Public Utilities Commission Rule 20-A.
3. Hereby declares the above-referenced property, as shown on the map entitled "Proposed Underground Utility District" and attached hereto as Exhibit "A", is designated as an Underground Utility District.
4. Hereby orders that above-referenced utility facilities be removed and installed underground.
5. Hereby orders that each utility which undertakes underground installation of its facilities shall use the underground conversion allocation, computed pursuant to decisions of the Public Utilities Commission of the State of

California, for the purpose of providing to each property premises in the District requiring it, a maximum of one hundred (100) feet of individual service trenching and conductors, as well as backfill, paving, and conduit, if required. Each property owner in the District shall be responsible for the maintenance of the conduit and termination box located on, under, or within any structure on the premises served.

6. Hereby orders that all above-referenced removal and underground installation of utilities shall be accomplished, and that affected property owners shall be ready to receive underground service of the affected utilities.
7. Hereby directs the City Clerk to notify all affected utilities and all affected persons owning property real property within the District of the adoption of this Resolution within ten (10) days after the date of such adoption. The City Clerk shall further notify said property owners that the City will contract to provide all necessary facility changes on their premises so as to receive electric, communication, or other similar or associated service from the lines of the supplying utility or utilities on file with the Public Utilities Commission of the State of California. The property owner/tenants shall cooperate with the City's contractor and the cost of the conversions shall be per the terms stated above. Such notification by the City Clerk shall be made by mailing a copy of this Resolution and a copy of Chapter 24A of the City's Municipal Code to affected property owners as such are shown on the last equalized assessment role and to the affected utilities.

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

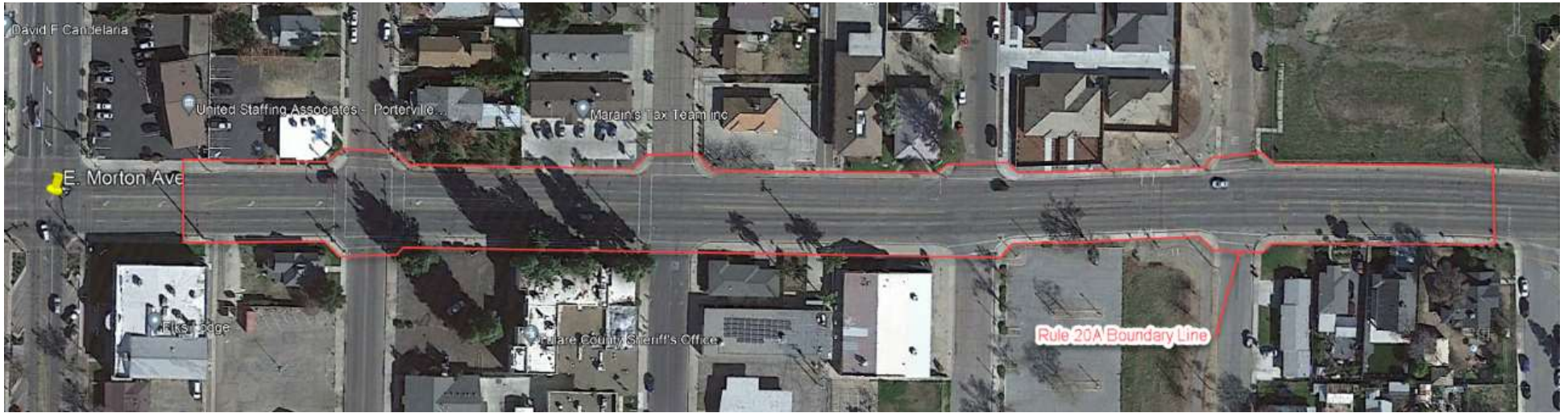
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



24A-1: DEFINITIONS:

Whenever in this chapter, the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions:

COMMISSION: The public utilities commission of the state of California.

PERSON: Shall mean and include individuals, firms, corporations, partnerships and their agents and employees.

POLES, OVERHEAD WIRES AND ASSOCIATED OVERHEAD STRUCTURES: Poles, towers, supports, wires, conductors, guys, stubs, platforms, crossarms, braces, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments and appurtenances located aboveground within a district and used or useful in supplying electric, communication or similar or associated service.

UNDERGROUND UTILITY DISTRICTS OR DISTRICT: That area in the city within which poles, overhead wires and associated overhead structures are prohibited as such area is described in a resolution adopted pursuant to the provisions of section 24A-4 of this chapter.

UTILITY: Shall include all persons or entities supplying electric, communication or similar or associated service by means of electrical materials or devices. (Ord. 922 § A, 10-3-1968)

24A-2: PUBLIC HEARING BY COUNCIL:

The council may from time to time call public hearings to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures within designated areas of the city and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service. The city clerk shall notify all affected property owners, as shown on the last equalized assessment roll and utilities concerned, by mail of the time and place of such hearings at least fifteen (15) days prior to the date thereof. Each such hearing shall be open to the public and may be continued from time to time. At each such hearing all persons interested shall be given an opportunity to be heard. The decision of the council shall be final and conclusive. (Ord. 1537 § B74, 8-6-1996)

24A-3: REPORT ON UNDERGROUND FACILITIES:

Prior to holding such public hearing, the public works director or designee, shall consult with all affected utilities and shall prepare a report for such hearing by the city council containing, among other information, the extent of such utilities' participation and estimates of the total costs to the city and affected property owners. Such report shall also contain an estimate of the time required to complete such underground installation and removal of overhead facilities. (Ord. 1537 § B75, 8-6-1996; Ord. 1614 § 3, 9-17-2002)

24A-4: COUNCIL MAY DESIGNATE UNDERGROUND UTILITY DISTRICTS BY RESOLUTION:

If, after any such public hearing, the council finds that the public necessity, health, safety or welfare requires such removal and such underground installation within a designated area, the council shall, by resolution, declare such designated area an underground utility district and order such removal and underground installation. Such resolution shall include a description of the area comprising such district and shall fix the time within which such removal and underground installation shall be accomplished and within which affected property owners must be ready to receive underground service. A reasonable time shall be allowed for such removal and underground installation, having due regard for the availability of labor, materials and equipment necessary for such removal and for the installation of such underground facilities as may be occasioned thereby. (Ord. 922 § A, 10-3-1968)

24A-5: UNLAWFUL ACTS:

Whenever the council creates an underground utility district and orders the removal of poles, overhead wires and associated overhead structures therein as provided in section 24A-4 of this chapter, it shall be unlawful for any person or utility to erect, construct, place, keep, maintain, continue, employ or operate poles, overhead wires and associated overhead structures in the district after the date when said overhead facilities are required to be removed by such resolution, except as said overhead facilities may be required to furnish service to an owner or occupant of property prior to the performance by such owner or occupant of the underground work necessary for such owner or occupant to continue to receive utility service, as provided in section 24A-10 of this chapter, and for such reasonable time required to remove said facilities after said work has been performed, and except as otherwise provided in this chapter. (Ord. 922 § A, 10-3-1968)

24A-6: EXCEPTION, EMERGENCY OR UNUSUAL CIRCUMSTANCES:

Notwithstanding the provisions of this chapter, overhead facilities may be installed and maintained for a period not to exceed sixty (60) days without authority of the public works director or designee in order to provide emergency service. The public works director or designee may grant special permission, on such terms as the public works director or designee may deem appropriate, in cases of unusual circumstances, without discrimination as to any person or utility, to erect, construct, install, maintain, use or operate poles, overhead wires and associated overhead structures. (Ord. 922 § A, 10-3-1968; Ord. 1614 § 3, 9-17-2002)

24A-7: OTHER EXCEPTIONS:

This chapter and any resolution adopted pursuant to section 24A-4 of this chapter shall, unless otherwise provided in such resolution, not apply to the following types of facilities:

- A. Any municipal facilities or equipment installed under the supervision and to the satisfaction of the city engineer.
- B. Poles or electroliers used exclusively for street lighting.
- C. Overhead wires (exclusive of supporting structures) crossing any portion of a district within which overhead wires have been prohibited, or connecting to buildings on the perimeter of a district, when such wires originate in an area from which poles, overhead wires and associated overhead structures are not prohibited.
- D. Poles, overhead wires and associated overhead structures used for the transmission of electric energy at nominal voltages in excess of thirty four thousand five hundred (34,500) volts.
- E. Overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one

location on the building to another location on the same building or to an adjacent building without crossing any public street.

F. Antennas, associated equipment and supporting structures, used by a utility for furnishing communication services.

G. Equipment appurtenant to underground facilities, such as surface mounted transformers, pedestal mounted terminal boxes and meter cabinets and concealed ducts.

H. Temporary poles, overhead wires and associated overhead structures used in providing power or communications to construction projects. (Ord. 922 § A, 10-3-1968; Ord. 993 § A, 2-2-1971)

24A-8: NOTICE TO PROPERTY OWNERS AND UTILITY COMPANIES:

Within ten (10) days after the effective date of a resolution adopted pursuant to section 24A-4 of this chapter, the city clerk shall notify all affected utilities and all persons owning real property within the district created by said resolution of the adoption thereof. Said city clerk shall further notify such affected property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location subject to the applicable rules, regulations and tariffs of the respective utility or utilities on file with the commission.

Notification by the city clerk shall be made by mailing a copy of the resolution adopted pursuant to section 24A-4 of this chapter, together with a copy of this chapter, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities. (Ord. 922 § A, 10-3-1968)

24A-9: RESPONSIBILITY OF UTILITY COMPANIES:

If underground construction is necessary to provide utility service within a district created by any resolution adopted pursuant to section 24A-4 of this chapter, the supplying utility shall furnish that portion of the conduits, conductors and associated equipment required to be furnished by it under its applicable rules, regulations and tariffs on file with the commission. (Ord. 922 § A, 10-3-1968)

24A-10: RESPONSIBILITY OF OWNERS:

A. Every person owning, operating, occupying or renting a building or structure within a district shall construct and provide that portion of the service connection on his property between the facilities referred to in section 24A-9 of this chapter and the termination facility on or within said building or structure being served, all in accordance with the applicable rules, regulations and tariffs of the respective utility or utilities on file with the commission. If the above is not accomplished by any person within the time provided for in the resolution enacted pursuant to section 24A-4 of this chapter, the public works director or designee shall give notice in writing to the person in possession of such premises, and a notice in writing to the owner thereof as shown on the last equalized assessment roll, to provide the required underground facilities within ten (10) days after the receipt of such notice.

B. The notice to provide the required underground facilities may be given either by personal service or by mail. In case of service by mail on either of such persons, the notice must be deposited in the United States mail in a sealed envelope with postage prepaid, addressed to the person in possession of such premises at such premises, and the notice must be addressed to the owner thereof as such owner's name appears and must be addressed to such owner's last known address as the same appears on the last equalized assessment roll, and when no address appears, to general delivery, city of Porterville. If the notice is given by mail, such notice shall be deemed to have been received by the person to whom it has been sent within forty eight (48) hours after the mailing thereof. If notice is given by mail to either the owner or occupant of such premises, the public works director or designee shall, within forty eight (48) hours after the mailing thereof, cause a copy thereof, printed on a card not less than eight inches by ten inches (8" x 10") in size, to be posted in a conspicuous place on said premises.

C. The notice given by the public works director or designee to provide the required underground facilities shall particularly specify what work is required to be done, and shall state that if said work is not completed within thirty (30) days after the receipt of such notice, the public works director or designee will provide such required underground facilities, in which case the cost and expense thereof will be assessed against the property benefited and become a lien upon such property.

D. If upon the expiration of the thirty (30) day period the said required underground facilities have not been provided, the public works director or designee shall forthwith proceed to do the work; provided, however, if such premises are unoccupied and no electric communications services are being furnished thereto, the public works director or designee shall, in lieu of providing the required underground facilities, have the authority to order the disconnection and removal of any and all overhead service wires and associated facilities supplying utility service to said property. Upon completion of the work by the public works director or designee, he shall file a written report with the city council setting forth the fact that the required underground facilities have been provided and the cost thereof, together with a legal description of the property against which such cost is to be assessed. The council shall thereupon fix a time and place for hearing protests against the assessment of the cost of such work upon such premises, which said time shall not be less than ten (10) days thereafter.

E. The public works director or designee shall forthwith, upon the time for hearing such protests having been fixed, give a notice in writing to the person in possession of such premises, and a notice in writing thereof to the owner thereof, in the manner hereinabove provided for the giving of the notice to provide the required underground facilities, of the time and place that the council will pass upon such report and will hear protests against such assessment. Such notice shall also set forth the amount of the proposed assessment.

F. Upon the date and hour set for the hearing of protests, the council shall hear and consider the report and all protests, if there be any, and then proceed to affirm, modify or reject the assessment.

G. If any assessment is not paid within five (5) days after its confirmation by the council, the amount of the assessment shall become a lien upon the property against which the assessment is made by the public works director or designee, and the public works director or designee is directed to turn over to the assessor and tax collector a notice of lien on each of said properties on which the assessment has not been paid, and said assessor and tax collector shall add the amount of said assessment to the next regular bill for taxes levied against the premises upon which said assessment was not paid.

Said assessment shall be due and payable at the same time as said property taxes are due and payable, and if not paid when due

and payable, shall bear interest at the rate of six percent (6%) per annum. (Ord. 922 § A, 10-3-1968; Ord. 1614 § 3, 9-17-2002)

24A-11: RESPONSIBILITY OF CITY:

City shall remove at its own expense all city owned equipment from all poles required to be removed hereunder in ample time to enable the owner or user of such poles to remove the same within the time specified in the resolution enacted pursuant to section 24A-4 hereof. (Ord. 922 § A, 10-3-1968)

24A-12: EXTENSION OF TIME:

In the event that any act required by this chapter or by a resolution adopted pursuant to section 24A-4 of this chapter cannot be performed within the time provided on account of shortage of materials, war, restraint by public authorities, strikes, labor disturbances, civil disobedience, or any other circumstances beyond the control of the actor, then the time within which such act will be accomplished shall be extended for a period equivalent to the time of such limitation. (Ord. 922 § A, 10-3-1968)

24A-13: PENALTY:

It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter; or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each such person shall be deemed guilty of a separate offense for each day during any portion of which any violation of any of the provisions of this chapter is committed, continued or permitted by such person, and shall be punishable therefor as provided for in this chapter. (Ord. 922 § A, 10-3-1968)

RESOLUTION NO. 74 -2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE TRANSFER OF RULE 20A FUNDS TO THE CITY OF
PORTERVILLE**

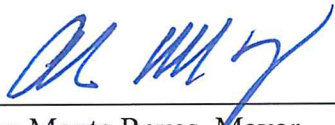
WHEREAS, in 1967 the California Public Utilities Commission decided Case No. 8209 which established a program (commonly referred to as an “Undergrounding Program”); and

WHEREAS, Southern California Edison has notified the City of Porterville that the City has an accumulated work credit balance of \$1,006,531 in the Rule 20A program, and that the credits may be reduced due to the lack of an active project; and

WHEREAS, the City Council has identified a project in the City of Porterville to utilize those funds for undergrounding purposes;

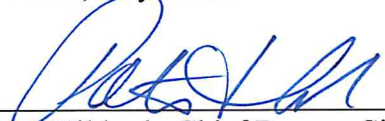
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville notifies Southern California Edison that a location has been identified as Morton Avenue from Main Street east to Roche Street to receive the accumulated Rule 20A funds for undergrounding of the adjacent overhead utilities.

PASSED, APPROVED, AND ADOPTED this 7th day of December, 2021.



Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 7th day of December, 2021.

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

Council:	REYES	FLORES	STOWE	CARRILLO	TATE
AYES:	X	X		X	X
NOES:					
ABSTAIN:					
ABSENT:			X		

JOHN D. LOLLIS, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk



March 3, 2022

City of Porterville

Subject: Morton Ave, Main Street to Roche

Mr. Lollis,

SCE has reviewed the proposed Underground District boundaries that was supplied by the city and find that the boundary is operationally acceptable for undergrounding the existing overhead 12 KV distribution facilities. SCE has prepared a Rough Order of Magnitude (ROM) for the undergrounding of the existing 12 KV overhead facilities within the proposed Underground Utilities District (UUD) supplied by the City of Porterville on Morton Ave. The ROM for this project was prepared without the benefit of any engineering information and therefore, it has an expected accuracy of plus or minus of 40%. The ROM cost of \$1,6M in 2025 dollars may be used for the purpose of determining project feasibility.

A cost per foot of \$750 per ft. was used based on current Rule 20A construction cost data for projects of similar size and scope. The estimate trench footage for the project is 1,933 and includes all mainline trenching, street crossings and services.

The ROM estimate is based on the following assumptions:

- If any the existing wood pole mounted streetlights located within the boundary will be replaced in the same vicinity with underground fed Marbledite streetlights standards.
- If the city elects to add any streetlights the city would be required to pay for the new streetlights and to supply the following:
 - Approved Streetlight Plans Signed by an Engineer
 - Locations of Streetlights
 - Poles Standard Size
 - Head Size
 - Mast Arm Size
- Customer duct from property line to service panel and service panel conversions if needed are included in the estimate.
- Construction will be performed during normal working hours.
- All necessary permits to be issued by the city shall be issued on a no fee basis.
- The estimate assumes the continued cooperation from the city, property owners, tenants, other joint utilities.

Thank you, and should you have any question please feel free to call me at 909-844-3466.

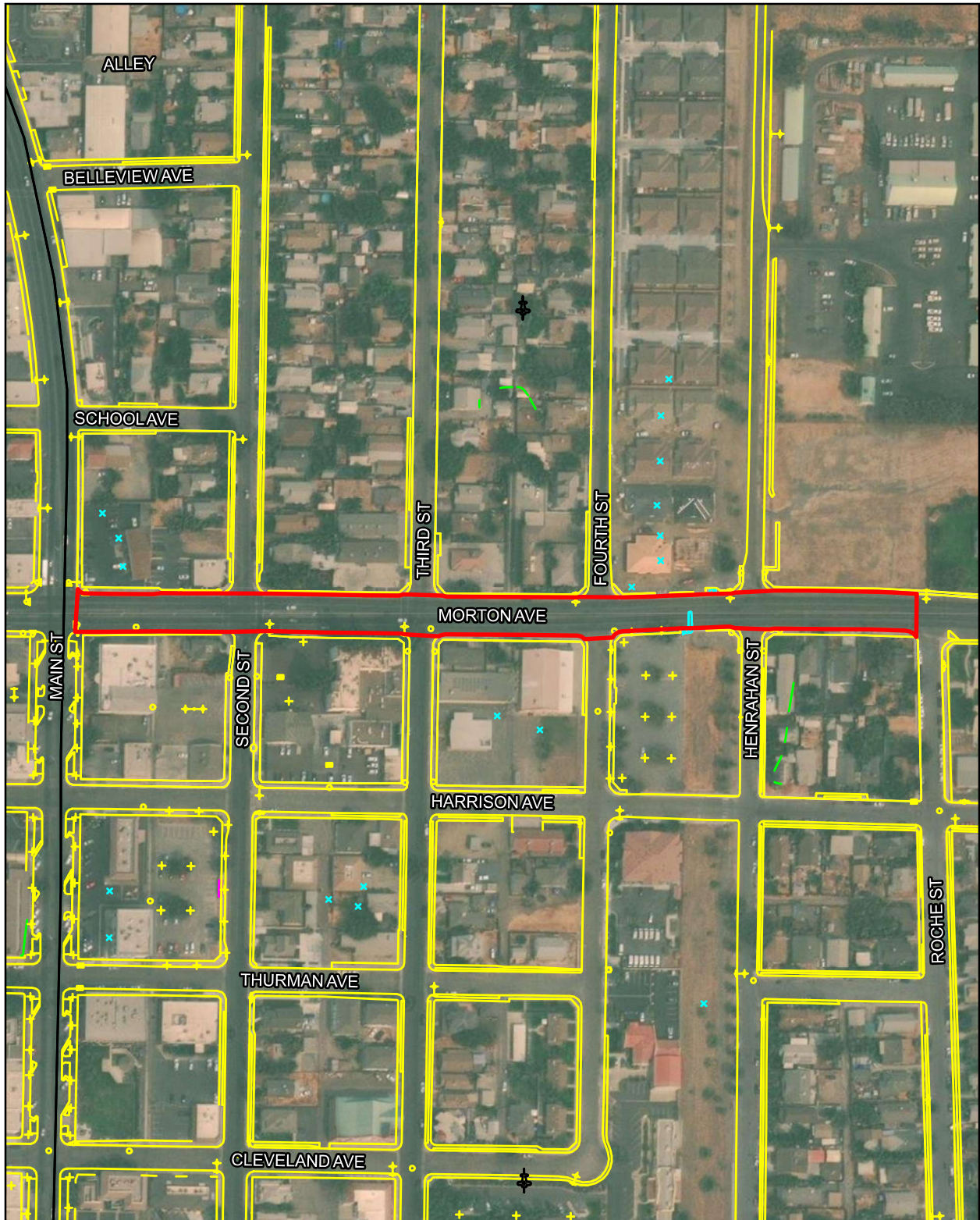
Sincerely,

Todd Pearce

Todd Pearce
Southern California Edison
Rule 20A Orange Region Project Manager

cc. Talisa Lee' SCE
Cecilia Torres, SCE

Morton Ave (Roche St to Main St) Locator Map (Detailed)



 Project Location - 1,453.5 ft

1 in = 250 feet



Date Printed: 11/18/2021 by the Community Development Department



Rule20A General Conditions

General Conditions:

SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, this policy document further defines the responsibilities of SCE and the sponsoring governmental agency (applicant) as follows:

Responsibilities of SCE:

1. Provide initial project assessment including qualification under Rule 20A, suggestions as to cost-effective use of 20A allocations and possible exemptions for poles that are not cost-effective to underground.
2. Provide a Rough Order of Magnitude (ROM) estimate for the undergrounding of SCE's facilities and a preliminary schedule based on an analysis of available allocations.
3. Provide consultation to the Applicant to establish or modify the project boundary map for SCE's operational benefits and if necessary to improve wheelchair access adjacent to SCE's facilities, and to facilitate approval of the project resolution or ordinance.
4. After approval and formation of the Underground Utility District (UUD) and, as requested by the Applicant, meet at least once every other month with the Applicant to discuss project status and progress.
5. Initiate and complete SCE's preliminary design identifying SCE's trench route and location of structures.
6. Provide an electronic copy (CADD) of SCE's preliminary design to the Applicant for distribution to the joint utilities.
7. Identify locations that require an easement for the placement of SCE's facilities on private property.
8. Prepare necessary easement documents, make initial contact with affected property owners, and make reasonable efforts to secure the necessary easements. If SCE cannot obtain easements, SCE will solicit the Applicant's assistance to do so.
9. Replace existing overhead fed streetlights with new underground fed marbelite streetlights within the UUD.
10. Provide approved Storm Water Pollution Prevention Plans (SWPPP) where required.
11. Provide temporary traffic control consistent with the California Joint Utility Traffic Control Manual.
12. Provide overall coordination of the bid process for the civil portion of the project (underground ducts and structures) for affected joint utilities. After installation and completion of the ducts and structures, each utility is solely responsible for its cabling and overhead removal.

13. Upon request of the Applicant, SCE may use Rule 20 allocations for the installation of no more than 100 feet of each customer's underground electric service lateral and for the conversion of electric service panels to accept underground service, excluding permit fees.
14. Provide necessary materials and construction to complete the new underground electrical system.
15. Provide proper notification to affected customers when electrical outages are necessary to complete conversion to the new underground electrical system.
16. Upon completion of SCE's underground system, remove SCE's existing overhead electrical facilities within the UUD in accordance with the Joint Pole Agreement.
17. Provide the Applicant with an updated schedule when the project is anticipated to experience a delay of three or more months.
18. Provide the Applicant with a revised project estimate when costs are anticipated to exceed the estimate by 10% or more.
19. Provide the Applicant with a "Letter of Completion" after removal of SCE's overhead facilities to document completion of the new underground system and to report on the estimated cost at completion.

Responsibilities of the Applicant:

1. Consult with SCE to confirm the requirements and location of the project.
2. Once the project's boundary has been determined, identify and notify all utilities within the proposed project's boundary.
3. Provide an approved resolution or ordinance forming a UUD and a boundary map as required by SCE's Tariff Rule 20.
4. Notify each property owner and affected utility in writing of the conversion with a copy of the adopted resolution/ordinance and boundary map.
5. Provide any studies or information regarding known environmental, biological, geological and or cultural areas within the approved UUD, including recent pot holing/core samplings and soils/paving information from recently completed projects.
6. Provide overall coordination of all utilities involved in the project, including project scheduling and status meetings and ensure each utility performs its required agreed-upon scope of work.
7. Provide Base Map information showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles. The Applicant may opt to provide SCE with complete base maps including all utilities.
8. After SCE has made reasonable efforts to secure easements, the Applicant will secure all required rights-of-way and easements necessary for the installation of SCE's facilities on private property.
9. Review, comment upon, and approve SCE's design plans, street light authorization form, and traffic control plans within 30 days of receipt from SCE. 

10. Manage and pay all costs associated with the remediation of contaminated soils and cultural resource findings. Rule 20A funding may not be used for environmental remediation costs.
11. Stake and survey for any associated future grade changes.
12. Provide SCE or SCE's contractor with an acceptable construction yard for material and equipment laydown. 
13. Limit the paving and restoration requirements to SCE's standard excavation and restoration (APWA Standard 133-2) necessary for construction of the project. SCE and joint trench participants will replace paving, landscaping, sidewalks, etc. that are removed during construction. Rule 20A funding may not be used for additional restoration costs or street improvements beyond that necessitated by the project.
14. Waive pavement moratorium requirements, or pay for additional costs above SCE's standard for pavement and restoration.
15. Should applicant require any additional traffic control planning beyond that which SCE provides (per California Joint Utility Traffic Control Manual), Applicant will prepare or pay to prepare such a plan.
16. Pay for the installation of any additional streetlights or decorative streetlights requested by the Applicant in accordance with SCE's Street Light Agreement.
17. Remove Applicant-owned streetlights attached to utility poles and located within the UUD at Applicant expense.
18. Minimize work hour restrictions for construction, including holiday and/or special construction limitations.
19. Waive all permit fees and other incidental project specific costs, including, but not limited to, inspection, parking charges, rental cost of Applicant properties and lost revenues.
20. Guarantee to authorize SCE to proceed with the conversion of a minimum 600 feet of existing continuous overhead electrical facilities to underground facilities within the area of the approved UUD. This is the minimum length of undergrounding that can be constructed and capitalized under SCE's Rule 20A tariff, allowing SCE to recover its investment from its ratepayers. Once approved by SCE, a Rule 20A project may not be cancelled by the applicant.

Subject: SCE's Notice Regarding Electric Rule 20A Program Status & Credit Balance, As Required By The California Public Utilities Commission, Rule 20 Proceeding R.17-05-010

Rule 20 Project Management <Rule20ProjectManagement@sce.com>

Thu 7/1/2021 7:59 PM

To: John Lollis <jlollis@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

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Dear John D Lollis,

On June 3, 2021, the California Public Utility Commission (CPUC) issued a [Decision](#) that revises the CPUC's Electric Rule 20 program (Decision). The Decision, in part, requires that each electric utility notify the communities participating in its Rule 20A sub-program to provide them their Rule 20A status, i.e., whether they are considered "active" or "inactive," along with their work credit balance and where applicable the steps to change their status from inactive to active if they desire.

Based on Southern California Edison's (SCE) records, Porterville has a status of Inactive with regard to SCE's Rule 20A program. As of January 1, 2021, Porterville has a work credit balance of \$1,006,531.

SCE is providing below background and additional information regarding the CPUC Decision.

Should the city be interested in pursuing a new Rule 20A project or change their status from inactive to active, the city would need to approve a Resolution forming an Underground Utility District (UUD). The UUD should be scoped and estimated by SCE's Rule 20A Project Manager with an estimate within the work credit balance available as of January 1, 2022.

Should you have any questions regarding your Rule 20A status or how to initiate a Rule 20A project, please contact your Rule 20 Project Manager Talisa Lee at Talisa.Lee@sce.com.

Regards,

Elias Bermudez
Senior Manager, New Development Planning and Project Management
Southern California Edison
Elias.Bermudez@sce.com

Additional Information on the CPUC Rule 20 Decision:

The CPUC initiated an Electric Rule 20 regulatory proceeding in May of 2017, called an Order Instituting Rulemaking (OIR), to consider revisions and enhancements to Electric Rule 20 program. Electric Rule 20 program defines policies and procedures for utilities to convert overhead power lines and other equipment to underground facilities at the request of a city, unincorporated county, or private applicant. Electric Rule 20A is a sub-program of Electric Rule 20 program that allocates ratepayer-funded work credits to cities and unincorporated counties, for projects that meet specific eligibility criteria.

After several workshops, CPUC proposals, comments and reply comments, the CPUC issued the aforementioned Decision, requiring electric utilities, including SCE, to implement changes to their Rule

20 tariff and program. The Phase 1 Decision revises Electric Rule 20 as follows: (a) discontinues new work credit allocations for Electric Rule 20A projects, (b) clarifies Electric Rule 20A project eligibility criteria and work credit transfer rules, and (c) enhances program oversight. Some of the CPUC required changes are:

Annual Allocation of Work Credits

- The Decision discontinues the authorization of new Electric Rule 20A work credit allocations after 2022. Therefore, the last annual allocation will be done by SCE in December of 2021, to be effective January 1, 2022 for the calendar year 2022.
- The Decision does not set a deadline for the use of allocated work credits. Communities may continue to use existing work credits on Rule 20A projects after December 31, 2022.
- SCE no longer has the discretion to allow communities to borrow work credits from future years allocations beyond any 2022 allocation. After 2022, projects will need to be completed within available work credit balances.

Work Credit Trading

- The Decision bans, effective June 3, 2021, the practice of trading Rule 20A work credits in secondary markets with exceptions for (a) intra-county donations of work credits from a county government to cities and towns within the county or from a city or town to its county government, and (b) to allow credit pooling amongst two or more adjoining municipalities for a project with community benefit for the adjoining municipalities.

Rule 20A Qualifying Criteria

- SCE will add a new qualifying criterion for wheelchair access as follows; “Wheelchair access is limited or impeded in a manner that is not compliant with the Americans with Disabilities Act.”
- SCE will revise its existing qualifying criteria language to read as follows:
 - The street or road or right-of-way adjoins or passes through a civic area or public recreation area, or an area of significant scenic, cultural, and/or historic interest to the general public.
 - The street or road or right-of-way is considered an arterial street of major collector as defined by the California Department of Transportation’s California Road System functional classification system.

Pathway for Active Rule 20A Projects to Continue

- The Commission clarifies in the Decision that it does not modify the following two existing pathways for completing active Rule 20A projects:
 - Local governments may contribute funds to their Rule 20A projects.
 - Electric utilities continue to have authority to reallocate unused work credits from communities with inactive underground programs to active Rule 20A projects in accordance with their respective tariffs.
- In Phase 2 of this OIR (which is yet to begin), the Commission plans to review whether additional steps need to be taken to support the completion of active Rule 20A projects.

Rule 20 Guidebooks

- Southern California Edison, San Diego Gas & Electric (SDG&E), and Pacific Gas and Electric (PG&E) shall work together to draft updated Rule 20 Guidebooks and shall meet and confer with additional utilities and stakeholders and incorporate their input into the guidebooks.
- Within 120 days of the effective date of this Decision, SCE, SDG&E, and PG&E shall each file and serve on the service list of this proceeding a Tier 2 advice letter to adopt its Rule 20 Guidebook.

- Each investor owned utility (IOU) shall post its approved Electric Rule 20 Guidebook to its Electric Rule 20 website within 15 days of approval of its guidebook.

Annual Rule 20 Reporting Requirements

- The Decision modifies annual Rule 20 reporting requirements to include more detailed Community Level Data and Project Level Data.
- The Decision maintained that the Commission's Energy Division will post guidelines for the Annual Reports by November 1 each year on the Commission's webpage for Rule 20, currently located at www.cpuc.ca.gov/rule20. The guidelines will include filing guidance, format, definitions, and spreadsheet templates.
- By April 1 of each year, SCE shall send a Rule 20 Annual Update to each local government in its service territory and post a public version on [SCE's Rule 20 webpage](#).
- By April 1 of each year, SCE shall also prepare a confidential version of the Rule 20 Annual Report including bid documents, purchase orders, project contracts, invoices, and payments made. SCE shall serve a confidential version of the Rule 20 Annual Report to Commission's Energy Division and the service list of the OIR proceeding.

Document Retention

- Starting from the effective date of the Decision, utilities are also required to retain certain Rule 20 program documentation for each of its Rule 20 programs for a minimum of 15 years from the completion of the project.
- Each utility will be required to provide a copy of these documents, when requested, within 30 days to any local government or ratepayer advocate who signs a written request enclosing a signed nondisclosure agreement in the standard form that will be attached to the Rule 20 Guidebook.

Place

COUNTY OF TULARE
COUNTY ADMINISTRATIVE OFFICE



JASON T. BRITT
County Administrative Officer

November 16, 2021

Phillip Sonoqui
Southern California Edison
District Manager
2425 S. Blackstone Street
Tulare, CA 93274

Subject: Rule 20A Funding Agreement – City of Porterville

Mr. Sonoqui,

The City of Porterville is currently developing a project within their jurisdiction that requires relocation of electrical utilities owned by Southern California Edison (SCE). The City intends to utilize funds from their Rule 20A allocation. The County of Tulare is committed to assisting the City of Porterville with this project.

By way of this letter, the County of Tulare is notifying SCE of our commitment to assist the City of Porterville by transferring Rule 20A work credits in an amount not to exceed \$750,000. This transfer of credits to the City of Porterville is subject to the terms and conditions established by the County of Tulare Board of Supervisors and the City of Porterville Agreement (Agreement No. 26543) dated April 29, 2014.

Thank you for allowing us the opportunity to assist our partner communities.

Sincerely,

A handwritten signature in blue ink, appearing to read "JTB", is written over a printed name and title.

Jason T. Britt
County Administrative Officer

Cc: Brian Thoburn, SCE
John Lollis, City of Porterville

CITY OF PORTERVILLE
UNDERGROUNDING OF UTILITIES
A TEN-YEAR PLAN

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Cottage Avenue to Prospect Avenue
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State Highway 190 south to City limits

College Avenue
Main Street to Plano Street
- Project 7: Henderson Avenue
Main Street to Villa Street
- Project 8: Newcomb Street
Henderson Avenue to Morton Avenue
- Project 9: Olive Avenue Lotas Street to Westwood Street
Extend Olive Avenue west to Plano



CITY COUNCIL AGENDA – SEPTEMBER 6, 2022

SUBJECT: Consideration of City Council Appointments to Boards and Committees

SOURCE: City Manager's Office

COMMENT: With the change in the composition of the City Council due to the resignation of Council Member A. Monte Reyes and the appointment of Council Member Donald "Don" Weyhrauch, it would be an appropriate time to consider Council appointments to the various boards and committees on which selected Council Members serve. For Council's consideration, attached is a current list of appointments.

RECOMMENDATION: That the City Council consider appointments to its Boards and Committees.

ATTACHMENTS: 1. City Council Board and Committee Appointments

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Association of Governments/ Transportation Planning Agency ("TCAG")	Martha Flores - Member Milt Stowe - Alternate	12/13/2016 1/20/2015	Meets monthly; Third Monday; 1:00 PM; meeting location varies www.tularecog.org
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	12/10/2018 7/16/2019	Meets monthly; Third Wednesday; 1:30 PM Tulare County Professional Development Center 4031 W. Noble Avenue, Visalia; www.tchhsa.org
Council of Cities	Martha Flores - Member Milt Stowe - Member	12/10/2018 7/1/2014	Meets bi-monthly; Third Wednesday; 3:00 PM Visalia Administration Boardroom, 220 N. Santa Fe Street, Visalia
Porterville Area Development Authority ("PADA")	Vacant - Member Milt Stowe - Member		Meets monthly; Third Friday; 3:00 p.m. (Only two members will attend meetings at any given time.)
Joint City/School District Committee	Milt Stowe - Member Kellie Carrillo - Member	7/6/2010 12/8/2020	Meets quarterly or as needed. Notification of meetings provided.
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Vacant - Member Lawana Tate - Member		Ad Hoc Committee concerning the consideration of regulating marijuana business activities per Prop 64.
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Lawana Tate - Member	12/8/2020 7/20/2021	Ad Hoc Committee to address local water issues. Meets as needed.
Tule River Improvement JPA	Vacant - Member Michael Knight - Alternate		Meets quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		Meets as needed. Notification of meetings provided. Designee may attend in absence of the Mayor
Tulare County Local Agency Formation Commission ("LAFCO")	N/A		Board of Supervisors Board Room 2800 W. Burrell Avenue, Visalia, First Wed. @ 2 p.m. www.lafco.co.tulare.ca.us/lafco/

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Regional Transit Agency ("TCRTA")	Milt Stowe - Member Kellie Carrillo - Alternate	7/7/2020 2/15/2022	Meets monthly; Third Monday; 3:00 PM Meets across the county at member agencies www.tularecog.org
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets annually at Porterville Developmental Center 26501 Road 140, Room 59
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member	12/13/2016 5/18/2021	Meets as needed in La Barca Conference Room, Porterville City Hall. Notification of meetings provided.
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Vacant - Member		Meets on the third Thursday of each month at 9:00 a.m. at 1990 East Gettysburg Avenue, Fresno, CA.
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Vacant - Alternate	12/13/2016	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
Eastern Tule Groundwater Sustainability Agency JPA	Vacant- Member Michael Knight - Alternate	7/16/2019	Meets monthly; First Thursday; 2:00 PM City Hall, 291 N. Main Street, Porterville
2020 Census Local Count Committee	Martha Flores - Member		Meets monthly or as needed. Notification of meetings is provided.
Ad Hoc Committee - COVID-19	Kellie Carrillo - Member Lawana Tate - Member	12/8/2020 2/15/2022	Meets as needed.
Local Initiatives Navigation Center Committee "LINC Committee"	Lawana Tate - Member	7/20/2021	Meets monthly.
Ad Hoc Military Banner Committee	Kellie Carrillo - Member		Meets as needed. Notification of meetings is provided.
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member		Meets monthly or as needed. Notification of meetings is provided.

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Mighty 190 Committee	Kellie Carrillo - Member	2/15/2022	
	Lawana Tate - Member	2/15/2022	