



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 20, 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 20, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/89804933998?pwd=czU3aXFwVkwbnBpdDNEQ1ZoeXl0QT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **898 0493 3998** Passcode: **455026**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

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

2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Julian Vasquez v. City of Porterville, Tulare County Superior Court Case No. VCU 292752.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Kiley May Horton v. City of Porterville et al., Tulare County Superior Court Case No. VCU 293248.

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

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

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

Pledge of Allegiance Led by Councilmember Weyhrauch

Invocation

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Local Initiates Navigation Center (LINC) Committee Meeting - September 7, 2022
2. League of California Cities 2022 Annual Conference - September 7-9, 2022
3. Bells Across America - September 11, 2022
4. Tulare County Water Commission - September 12, 2022 - Canceled
5. Tulare Kings Hispanic Chamber of Commerce (TKHCC) Ambassador Lunch - September 14, 2022
6. Porterville Area Development Authority Board - September 16, 2022 - Canceled
7. Tulare County Association of Governments (TCAG) / Tulare County Transportation Authority (TCTA) - September 19, 2022
8. Tulare County Regional Transit Agency (TCRTA) - September 19, 2022

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - September 1, 2022
 2. Library & Literacy Commission - September 13, 2022
 3. Arts Commission - August 23, 2022

4. Animal Control Commission - No meeting.
5. Youth Commission - September 14, 2022
6. Transactions and Use Tax Oversight Committee (TUTOC) - August 25, 2022

II. Staff Informational Reports

1. Water Conservation Phase III Status Update - August 2022
2. Americans with Disabilities Act Exterior Wheelchair Ramp Accessibility Grant Program, Request for Proposals

CONSENT CALENDAR

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

1. **Purchase of Personal Protective Equipment for Structural Firefighting**
Re: Consideration to approve the purchase of eight sets of Globe Extreme Bunker Gear from L.N. Curtis at a cost of \$24,428.30, with an added ten percent (10%) contingency of \$2,442.83, for the total purchase not to exceed \$26,871.13
2. **Authorization to Award Digester #4 Cleaning**
Re: Consideration to award the cleaning and dewatering of digester #4 at the Wastewater Treatment Facility located at 1333 West Grand Avenue, to Wastewater Solids Management Company, for a total project amount not to exceed \$54,659.
3. **Authorization to Replace Shop Rollup Door**
Re: Considering approval to replace a Shop rollup door from R & S Erection at a cost not to exceed \$14,899.
4. **Authorization to Negotiate a Contract for Golf Cart Lease Program**
Re: Consideration to authorize staff to enter into a 60-month term contract with Club Car to lease golf carts at the Porterville Municipal Golf Course at a rate of \$101.29 per cart per month.
5. **Request for Renewal of Accela PublicStuff One-Year Contract**
Re: Consideration to approve the renewal of Accela PublicStuff for a contract term of one year in the amount of \$12,951.88.
6. **Kings/Tulare Area Agency on Aging Agreement Renewal**
Re: Consideration to approve the renewal of the agreement with Kings/Tulare Area Agency on Aging for \$14,000 annually.
7. **Acceptance of Project - Olive Avenue Corridor Lighted Crosswalks Project**
Re: Consideration to accept the Olive Avenue Corridor Lighted Crosswalks Project at crossings along Olive Avenue at Dameron Street, Carmelita Street, H Street, F Street, Third/B Streets, and Holcomb Street.
8. **Authorization to Execute Grant Agreement with the Federal Aviation Administration**

Re: Consideration of Agreement for grant award of \$4,748,734 from the Federal Aviation Administration regarding the Airport Improvement Program for the Rehabilitation of the Parallel and Connecting Taxiways Project.

9. Final Ballot Results - Area 478B & 478C Sewer Utility District

Re: Consideration to accept the voting results for Area 478B & 478C Sewer Utility District and adopt the draft Resolution approving the formation of Sewer Utility District No. 478B & 478C.

10. Final Ballot Results - Area 474B Sewer Utility District

Re: Consideration to accept the voting results for Area 474B Sewer Utility District and adopt the draft Resolution approving the formation of Sewer Utility District No. 474B.

11. Final Ballot Results - Area 476 Sewer Utility District

Re: Consideration to accept the voting results for Area 476 Sewer Utility District and adopt the draft Resolution approving the formation of Sewer Utility District No. 476.

12. Final Ballot Results - Area 475D Sewer Utility District

Re: Consideration to accept the voting results for Area 475D Sewer Utility District and adopt the draft Resolution approving the formation of Sewer Utility District No. 475D.

13. City Easement Conveyance to Southern California Edison Company and Dish

Re: Consideration to accept Dish's request to have the City convey an easement to Southern California Edison for the installation and maintenance of aboveground and underground electrical and communication facilities on APN 240-050-005, and adopt the draft Resolution granting an easement to Southern California Edison for APN 240-050-005.

14. Acceptance of Subdivision Improvements - Villas at Sierra Meadows, Phase 1 (Smee Homes, Inc.)

Re: Consideration to accept the public improvements, including those related to the Landscape and Lighting District of Villas at Sierra Meadows, Phase 1 subdivision located along the west side of S. Jaye Street just north of the Poplar ditch.

15. Approval of Reorganization within Administration

Re: Considering approval of reorganization within the Administrative Services Department and City Manager's Office.

16. Amendment to Employee Pay & Benefit Plan - Unrepresented Management Employees

Re: Amending the Employee Pay and Benefit Plan to account for negotiated changes concerning Unrepresented Management Employees.

17. Conflict of Interest Code Amendment

Re: Considering adoption of a draft Resolution approving amendments to the City's Conflict of Interest Code pursuant to the provisions of Government Code Sections 87300 et seq.

18. 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.

19. Status and Review of Local Emergency: Drought

Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

20. **Consideration of Appointments to Library & Literacy Commission**
Re: Considering the appointments of individuals to the Library and Literacy Commission.
21. **Authorization for Centennial Park Mural Restoration**
Re: Consideration to authorize the Fine Arts Conservation Laboratories to restore the mural in Centennial Park for \$38,227.00; and provide staff direction for the repainting of the mural.
22. **Bid Results - "Center" Friant-Kern Canal Turnout & Basin Project**
Re: Consideration to award the "Center" Friant-Kern Canal Turnout & Basin Project located just north of Avenue 160 at the Friant-Kern Canal, to Romanazzi General Engineering in the amount of \$1,395,635.
23. **Tulare County Regional Transit Agency Request for Financial Support**
Re: Consider the request by the Tulare County Regional Transit Agency for member agencies to provide financial support for ongoing transit operations, including the City of Porterville in the amount of \$1,600,000 in Local Transportation Funds.

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 October 4, 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 20, 2022

SUBJECT: 1. Water Conservation Phase III Status Update - August 2022

SOURCE: Public Works

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

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

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day on which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of August 2022 show that a total of twenty five (25) notices of violation were issued for water wasting, and four administrative citations were issued.

Water production for August 2022 reflects a six percent (6%) reduction on the 5-year average. The monthly production for August was 412 million gallons, which is a nineteen percent (19%) decrease in comparison to the monthly production for August 2013 of 509 million gallons. Residential consumption for August 2022 was 153 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings

will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013; and 2) Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from June 2015 through August 2022. Porterville's cumulative total production conservation through August 2022 is nineteen (19%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through August 2022. Porterville's cumulative total GPCD conservation through August 2022 is twenty-five percent (25%).

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

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed into effect Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to extended excessive drought conditions. Water production for the City system shows a five percent (5%) decrease from August 2021 to August 2022. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements at a minimum the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage, (Level 2).

RECOMMENDATION: Information Only

ATTACHMENTS:

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

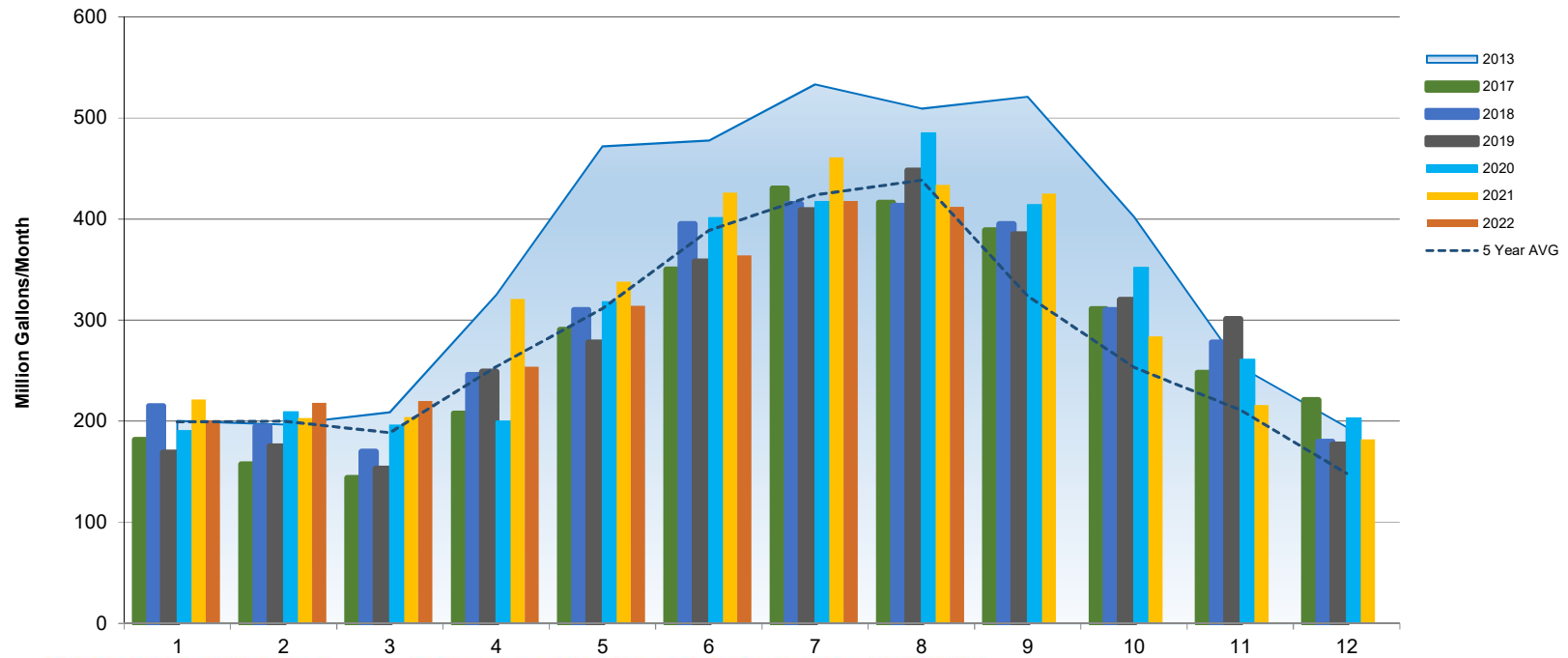
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

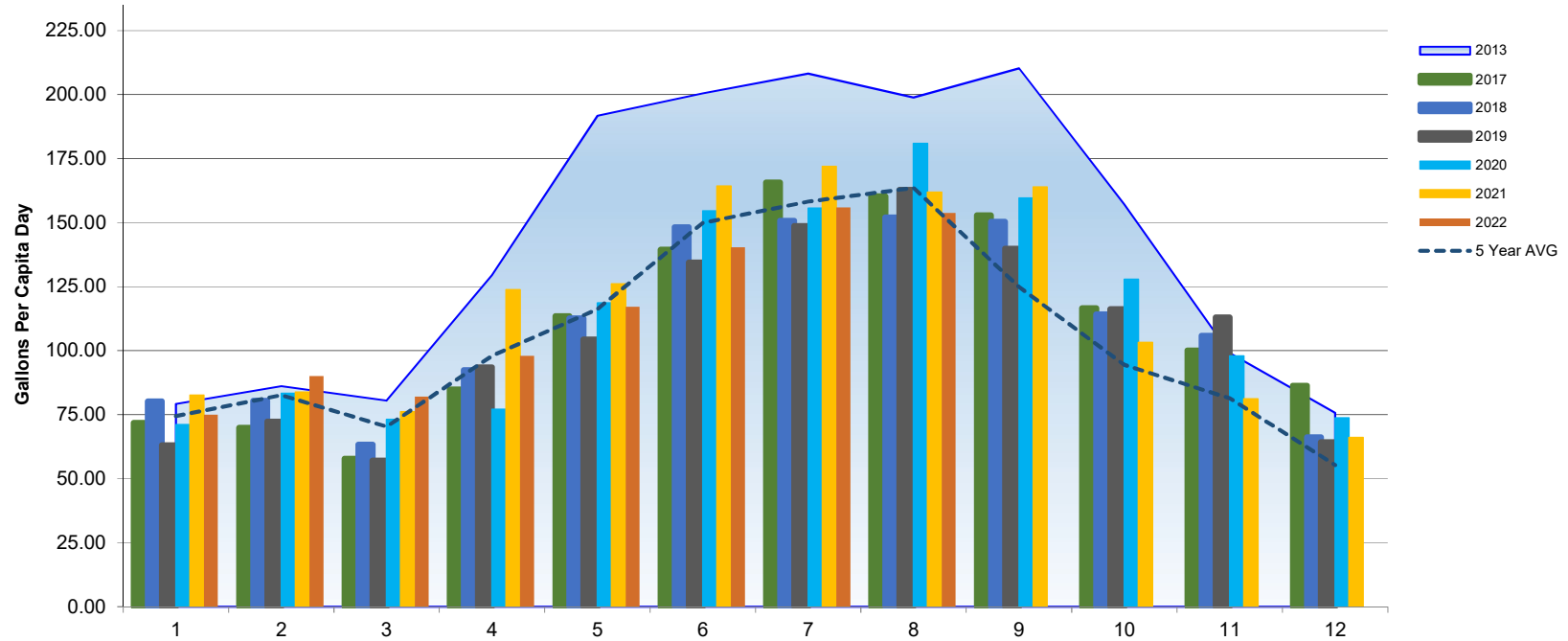


Production Cumulative Total 20%

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

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25%

	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-17%	-13%	1%	-15.6%	-11%	-32%	-16%	-19%				

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: 2. Americans with Disabilities Act Exterior Wheelchair Ramp Accessibility Grant Program, Request for Proposals

SOURCE: Community Development

COMMENT: On May 19, 2022, the City issued a request for proposals (RFP) for the Americans with Disabilities Act (ADA) Exterior Wheelchair Ramp Accessibility Grant Program, which is part of the City's Rehabilitation Loan Program. The City opened the RFP to give the opportunity to qualified non-profit developers who may be interested in being a subrecipient of Community Development Block Grant (CDBG) funds. This would allow non-profit developers the opportunity to obtain CDBG funding to expand their services.

The RFP closed on Friday, June 17, 2022. No applications and no comments/questions were received. The RFP was opened in response to a request from a local non-profit developer, who was interested in receiving CDBG funding for this type of program, and they did not apply. Staff followed up with them after the close of the RFP and they indicated they were no longer interested in the funding as they had evaluated the need amongst their service area and found that there was not a great demand for that service at this time. Since this funding is part of the Owner Rehabilitation Loan Program, no action needs to be taken at this time to reallocate funds, as it is an active City program.

RECOMMENDATION: Informational Item

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Purchase of Personal Protective Equipment for Structural Firefighting

SOURCE: Fire

COMMENT: Pursuant to National Fire Protection Association (NFPA) Guidelines, each firefighter responsible for responding to structure fires is required to have two custom fitted sets of Personal Protective Equipment (PPE) for structure fires. This equipment is commonly known as “bunker gear”. Bunker gear has a lifespan of approximately ten (10) years. As part of the Fire Department's plan to replace twenty percent (20%) of the Department's PPE each year to keep up with PPE that is nearing its useful life span, the Department needs to purchase eight sets of PPE. This PPE is a sole source acquisition because Globe is the only approved provider of Globe Extreme Bunker Gear, which is the standard for the Department. To deviate from the Department’s standard could result in a lack of uniform functionality during emergency operations. The cost of the sets of Globe Extreme bunker gear including tax is \$24,428.30, as well as a ten percent (10%) contingency for the total purchase, at a total price not to exceed \$26,871.13 and will be funded by the Department's Measure H (only for Measure H specific employees) and Measure I annual budget.

RECOMMENDATION: That the City Council authorize the purchase of eight sets of Globe Extreme Bunker Gear from L.N. Curtis at a cost of \$24,428.30, with an added ten percent (10%) contingency of \$2,442.83, for the total purchase not to exceed \$26,871.13

ATTACHMENTS:

1. Curtis Quote
2. Globe Manufacturing Company Sole Source Documentation

Appropriated/Funded:

Review By:

Department Director:
Bryan Cogburn, Deputy Fire Chief

Final Approver: John Lollis, City Manager

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com
 Quotation No. 237022

Quotation

CUSTOMER:

Porterville City Fire
 Department
 291 North Main Street
 Porterville CA 93257

SHIP TO:

Porterville City Fire Department
 Attn: Mike Hildreth
 40 West Cleveland Avenue
 Porterville CA 93257

QUOTATION NO.

237022

ISSUED DATE

09/09/2022

EXPIRATION DATE

09/29/2022

SALESPERSON

Chris Parano
cparano@lncurtis.com
 559-301-5156

CUSTOMER SERVICE REP

Steve Price
sprice@lncurtis.com
 510-268-3333

REQUISITION NO.

REQUESTING PARTY

Chief Hildreth

CUSTOMER NO.

C36150

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Standard Shipping

DELIVERY REQ. BY

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	8	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	As follows: #1C757G, G-XTREME JACKET *Per Porterville City Fire Department specifications	\$1,625.00	\$13,000.00
2	8	PR	GPS GLOBE CUSTOM	As below: #FC757G GPS PANTS *Per Porterville City Fire Department specifications	\$1,170.00	\$9,360.00

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com
Quotation No. 237022

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 09/29/2022. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$22,360.00
Estimated Tax Total	\$2,068.30
Transportation	\$0.00
Total	\$24,428.30

[View Terms of Sale and Return Policy](#)



November 6, 2021

To Whom It May Concern:

This letter is to confirm that LN Curtis & Sons, headquartered in Oakland, California, is our exclusive authorized distributor for **all Globe products** in the states of Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming for Globe Manufacturing Company, LLC.

GLOBE MANUFACTURING COMPANY is a 132-year old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits and Globe Footwear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

LN Curtis & Sons and Globe Manufacturing Company, LLC have been strong partners since 1929. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Mark Dolim

Mark Dolim
Customer Support Services Manager



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Authorization to Award Digester #4 Cleaning

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility located at 1333 West Grand Avenue, is seeking authorization to clean and dewater digester #4. Digester #4 is scheduled for repairs this fiscal year and must be cleaned internally prior to performing the needed repairs. The contents of the digester will be pumped into specialized equipment which concentrates the solids to reduce the volume and odors of the anaerobic sludge.

Staff contacted four digester cleaning companies for quotes to clean and dewater the digester. Of the four companies that were contacted, Wastewater Solids Management Company was the only company to submit a quote.

<u>Contractor</u>	<u>Cost</u>
Wastewater Solids Management Co.	\$49,690
Merrell Bros, Inc.	Declined to Quote
Synagro	Non-Responsive
North American Digester Cleaning	Non-Responsive

Wastewater Solids Management Company has been identified as the company submitting the lowest quote, therefore securing the cleaning and dewatering of digester #4 for a total project amount not to exceed \$54,659, inclusive of prevailing wage and ten percent (10%) contingency. Expenditure for the project is to be funded from the Wastewater Treatment Facility Capital Reserve Fund.

RECOMMENDATION: That City Council:

1. Award the cleaning and dewatering of digester #4 to Wastewater Solids Management Company for a total project amount not to exceed \$54,659, which includes a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Wastewater Solids Management Company for a not to exceed amount of \$54,659, which includes a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Wastewater Solids Management Company upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS: 1. Wastewater Solids Management Col, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

City of Porterville
Request for Quotation
City of Porterville – Digester #4 Dewatering

④ QUOTATION DATE: AUGUST 23, 2022

④ Mobilization/Demobilization: \$ 8,000.00
Digester Dewatering Operations: \$ 41,690.00
Project Total: \$ 49,690.00

④ Description:

- ④ Wastewater Solids Management Co., Inc. will remove all sludge, grit, sand, rags, plastics, grease and other miscellaneous debris from the digester structure. Prior to turning over the primary digester for cleaning operations, City of Porterville personnel will drain the digester below the side hatch entryway. There will be approximately 90,000 gallons of material remaining in place (7'). The sludge material will be screened to a 3/16" capture rate. The screenings will be deposited in roll-off bins or other receptacle for end disposal by City of Porterville personnel. The screened sludge will be transferred to a mixing type tank and fed to a mobile belt press unit. The material will be dewatered with the filtrate being discharged back to the plant at a point designated by plant personnel. The dewatered sludge cake will be deposited in end dump trailers or stockpiled onsite for end disposal by City of Porterville personnel. WWSMC will hydro-wash the interior of the digester at the City of Porterville Wastewater Treatment Plant utilizing high volume water (300 gpm, 80 psi). Hydro-washing services will remove sludge and other material from the interior surfaces of the digester structure, however, some closely adhered materials may remain upon completion. (Struvite, vivianite, etc.). Wastewater Solids Management Co., Inc. will provide these services with the following provisions:

- ④ Digester Dimensions: D: 50'; SWD: 29'; Solids Depth: 7'
- ④ Maximum volume: 102,760 gallons (7' estimated depth)
- ④ ≤ 8% solids concentration
- ④ Coned bottom surface
- ④ Minimum top access: 30"; Minimum side access: 30"
- ④ ≤ 1,000 ft. to staging, processing and filtrate return point
- ④ Min. Filtrate Return: 200 gpm; Max Filtrate Conc. 500 mg/L
- ④ Prevailing wage determinations included

This will include all labor and materials except as listed below.

- ④ City of Porterville will provide the following:
- ④ 150 amps; 480 V; 3-phase power available
 - ④ Water available: 300 gpm, 80 psi (1 1/2" connection or other)
 - ④ Remove & replace access hatch covers
 - ④ Roll-off bins for transport and disposal of screenings
 - ④ Sufficient storage space for sludge solids
 - ④ Sufficient staging area for WWSM, Inc. Equipment
 - ④ Equipment for the unloading and placement of WWSM, Inc. equipment (backhoe or other).



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Authorization to Replace Shop Rollup Door

SOURCE: Public Works

COMMENT: The City Shop building has experienced operational failure of one of the roll-up doors. This door has had multiple repairs due to wear from daily use over many years. The parts to repair the roll-up mechanism are no longer available and the assist spring is broken. The door is in need of replacement. Bids were requested from multiple vendors and the following estimates were obtained:

<u>Contractor</u>	<u>Cost</u>
R & S Erection	\$13,545
Cromer Material Handling	Non-responsive

R & S Erection was the only responsive bidder. Staff recommends authorizing the replacement of the Shop roll-up door by R & S Erection at a cost not to exceed \$14,899 (including parts, labor, tax, and a 10% contingency). The total repair cost will be funded by the Shop Equipment Replacement Fund.

RECOMMENDATION: That City Council:

1. Authorize roll-up door replacement by R & S Erection at a cost not to exceed \$14,899 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. R & S Erection Tri-County, Inc. Proposal

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



R & S ERECTION TRI-COUNTY, INC.
BAKERSFIELD DIVISION CONT. LIC. NO. 361659
C/O 5265 Jerusalem Ct.
Modesto, California 95356
Ph: (661) 578-6155 Fax: (209) 526-9114
1 (800) FIX A DOOR (349-2366)

PROPOSAL

346306

Customer Info

City of Porterville

291 Main Street
Porterville, CA 93257

Attn: **Russel Isom**

Job Info

Auto Shop

Re: RU gear repair
555 N Prospect
Porterville, CA 93257

Date	Proposal No	Submitted By	Reference
8/25/2022	346306	Angel Perez	Door replacement

Description	Amounts
<u>R&S can install a new Liftmaster H model door operator on the new door, at the time of installation, for an additional \$1,820.00. The new operator will be controlled by a three-button station and have photo eyes installed for safety.</u>	
- HAVEY DUTY DOOR R&S proposes the following: -The removal, and replacement, of the damaged door with a new R&S have duty roll-up door. -New door will be hand chain operated and gray in color.	\$10,403.00 OPTION
<u>Operator install option: AUTOMATE</u>	
<u>-R&S can install a new, GENIE GH 3/4HP 1PH 115/208/230V - for \$1,995.00.</u>	
This size R&S door is currently in stock and can be installed immediately.	
Forklift rental is included in the overall price.	

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
8/25/2022	Net 30 Days	30 Days	9/24/2022	\$13,544.82

Submitted By	Phone No	Email
Angel Perez, Manager	(661) 321-6803	angelp@rstricounty.com

Terms & Conditions
1-year parts and labor warranty on new, installed, products.

Bid based on normal working hours of 8am-4: 30 pm Monday through Friday.
If you would like to proceed with the work stated above, please sign and send back the offer.

Due to current market fluctuations, the above offer is only valid for a period of ten(10) days. If the offer is approved after the ten-day period pricing will need to be double-checked prior to proceeding with work, and a new offer may need to be resubmitted.

Signature

ACCEPTED BY

PRINT NAME

EMAIL ADDRESS

DATE

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S TRI COUNTY INC. THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN. BY EXECUTING THIS WORK ORDER, I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE DESIRED WORK.

"NOTICE TO OWNER" (Section 7019 - Contractor's License Law) Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

IN THE STATE OF CALIFORNIA: Contractors are required to be licensed and required and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826



14x14 R&S

[VIEW](#)

GCL-GH

HEAVY-DUTY GEAR HEAD HOIST OPERATOR

The GCL-GH is designed for high or full-lift sectional and rolling doors that have up to 60-cycle/hour duty requirement. Advanced features and robust mechanical design combine to provide a heavy-duty operator that sets a new standard for productivity.

UL 325 Listed

- Allows for monitored entrapment connections for protection and momentary operation when used with select photoeyes and/or edge-sensing devices.
- See back for approved list of monitored devices.

GCL-GH Advantages

- MultiVolt® - Order phase specific operator for the job and have the ability to select the right voltage on the job site.
- Single Phase: 115/208/230 VAC

Standard Features

- EZ Limit® electro-mechanical limits.
- MultiVolt® voltage simplification.
- Max run timer automatically adjusts to up and down run time.
- Heavy-duty worm gearbox for primary reduction.
- Delay on reverse.
- 16-character LCD display.
- UL 325 Listed.
- Advanced radio receiver displays and stores activation by transmitter ID number on the LCD screen.

3ef5a4_d099e1c5ddaf43de9aa2d451019f775d.pdf

[VIEW](#)

Logic 5.0

The Next Generation of Commercial Door Operators

Hoist (H) style commercial door operators are optimal for industrial applications. H-style operators include a floor level chain hoist to ease manual operation in an emergency or power outage. The operators are typically mounted to the wall when used with larger sectional overhead doors with vertical or high lift and mounted to the wall or the front of the hood when used with rolling doors and grilles. H operators are attached to the door jackshaft to indirectly drive the door.

Connectivity

- MyQ® Technology enables you to securely monitor and control your

MyQ Accessories:

- Internet Gateway (IG2SLM)**
Enables owners of commercial door operators to connect their operators to the Internet to monitor, control and receive alerts regarding status of each door.
- Door and Gate Monitor (DG2SLM)**
Enables monitoring and closing within a facility of up to four commercial doors.
- Remote Light Control (RL2SLM)**
Operates a plug-in light using a commercial door operator remote control, or the LiftMaster Internet Gateway using your smartphone or computer.
- Entrapment Protection Devices:**
 - Monitored Dual-Sided Photo Eyes (CPS-OPEN4)**
Provides primary entrapment protection on doors up to 46ft wide, NEMA 4X rated.
 - Monitored Optical Edge System (OES)**
Thru-beam infrared optical sensors, premium rubber door edge that can be cut to length for exact fit.

H model _1_.pdf

[VIEW](#)

Heavy Duty Service Door

Heavy Duty Steel Rolling Service Doors

The R&S Heavy Service Duty door provides high security and durability offering years of maintenance free performance. Many options are offered with this model from perforated slat to the inclusion of a pass door or grille section.

All R&S doors are designed to withstand up to 80 mph winds and can be upgraded for more severe weather conditions. Curtains can be ordered in standard grey or in tan with contrasting black guides and footpiece. A galvanized steel finish is also offered providing the look and protection of stainless steel without the cost. Designed for sizes up to 30' wide and 28' high with a minimum 22 gauge exterior slat and a 24 gauge back slat these doors are constructed to stand against the elements.

Heavy Duty Service Door Specs _9_.pdf

[VIEW](#)



Sheet Door Model 2500

S
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Curtain

26-gauge galvanized, Grade E hard steel
5/8" ribbed corrugation
Maximum opening size of 18' x 18'
Siliconized polyester WeatherXL™ paint over prime coat
Available in 23 colors, subject to availability and varying lead times
30-year film integrity warranty, up to 25-year chalk and fade warranty
Bottom Bar 6063-T6 aluminum extrusion
2" x 1 1/2" galvanized angles
Bulb astragal

Stainless steel nuts and bolts

Axle-Drum Assembly

1 5/16" O.D. steel axle, 14-gauge
11-gauge axle on doors over 10' wide

Sheet Door Model 2500 Specs for Shops _8_.pdf

[VIEW](#)



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Authorization to Negotiate a Contract for Golf Cart Lease Program

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Golf Course has a fleet of twenty-two (22) golf carts owned by the City. Over the past two years, the demand from the public to use golf carts has grown dramatically. During the same time span, it has become more and more difficult to obtain replacement parts for the carts. There also has been consistently prolonged delays to having a vendor service the carts. Those two reasons have resulted in significant delays in getting carts repaired. This has also resulted in only fourteen (14) of the twenty-two (22) carts being available to the public. The outcome of the cart shortage has been some people choosing not to play, and others having to wait over an hour to receive a cart. The cart shortage has also created a significant amount of lost revenue.

City staff have researched the option of entering into a golf cart lease program. Club Car and EZGO are the two golf cart vendors that serve the valley and they have both submitted the following quotes for leasing new carts.

<u>Vendor</u>	<u>Lease Amount Per Month</u>
Club Car	\$101.29
EZGO	\$122.35

Club Car has been identified as the vendor with the lowest quote. Club Car carts feature increased reliability, energy conservation from its lithium batteries, carts charge two times faster than lead-acid batteries, and carts are able to hold a charge across multiple rounds, enabling more carts to be available throughout the day. Club Car will furnish used carts until a fleet of twenty-two (22) new carts are available, which is estimated to be in approximately six months. The fee for each used cart will be \$85 per month and there will be twelve (12) to replace the twelve (12) that currently are inoperable. The golf cart lease program is proposed to be paid from the sale of the existing fleet of used carts, and the amount currently in the golf carts vehicle replacement fund. Any remaining amount due will be paid from a portion of green fees. The existing fleet of carts was paid from the golf cart vehicle replacement fund, and from a portion of the green fees.

RECOMMENDATION: That the City Council authorize staff to enter into a 60-month term contract with Club Car to lease golf carts at the Porterville Municipal Golf Course.

ATTACHMENTS: 1. Golf Cart Lease Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



Club Car, LLC
4125 Washington Road
Evans, GA 30809
www.clubcar.com

Customer Quote

Bill To: City of Porterville, CA 702 E ISHAM AVE PORTERVILLE, CA 93257-5015 USA	Ship To: PORTERVILLE GOLF COURSE 702 E ISHAM AVE PORTERVILLE, CA 93257-5015 USA
Req Ship Date: 6/6/2023 Quote#: 1-1MS3W0L Quote Effective From: 8/6/2022 Quote Effective Through: 9/5/2022 Payment Terms: Net 30	Sales Contact: Joe Murphy Sales Contact Email: joe.murphy@clubcar.com PO: Currency: USD F.O.B. Terms: FOB Augusta GA
Comments:	

Product	Part Number	Ext Qty
Tempo Lithium Ion 2 Passenger w/B&S Pack	47680179001	22
No Connectivity	NO VISAGE	22
Beige	47605277002	22
Beige Seat	102539601	22
Installation Motor Controller Unit 235A	47687930002	22
Lithium Ion battery Gen II installation	47682951001	22
Standard Wheel Cover	102536504	22
Shelf charger 650W, 9' DC Cord	47631087001	22
Gold Club Car Nameplate	47605591001	22
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel(Front)	103950901	22
Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Rear)	103950921	22
Std Gold Domed Number Decal, Side of Body, Drvr Side, Loc 3	47606820103	22
Std Gold Domed Number Decal, Side of Body, Psgr Side, Loc 6	47606820106	22
Rear Suspension Install	103976501	22
Comfort Grip Steering Wheel	102507313	22
12.0 mph Speed Setting	SWP123002	22
Base, No Lights, LED display	47684674008	22
6 ft AC Power Cord with US NEMA Plug	105138501	22
Economy Acceleration Drive Profile	SWP134001	22
Gold Tempo Decal LI	47623581003	22

Pedal Up Braking- Soft	SWP124002	22
Differential Guard	102551003	22
2 Passenger Canopy with Handles - Beige	104008002	22
Clear Hinged Windshield Kit	105248701	22
No horn	LI_NO_HORN_2P	22
DBR	47632805001	22
Standard Front Strut Packaged on Car	104008703	22
Field	FIELD PREP	22
LED Display	LI_LED_DSPLY_2P	22
USB Installation 48V	47560035002	22
Uncommon Key Switch A	47632481001	22
COMP DISC LITHIUM 2 B	COMP_LITH2B	22
Surcharge GOLF	SURCHGE PI2G	22
Club Car Truck Freight Truckload Quantity	NC-CCT-TL	22

Leasing Details

OPTION 1

Lease Term: 60 Months

Lease Payment: \$147.58* pc/pm

Lease Type: Municipal Capital Lease (Dollar out)

***Based on 4.75% tax free municipal interest rate, final rate will be locked-in 90 days prior to delivery.**

OPTION 2

Lease Term: 60 Months

Lease Payment: \$101.29* pc/pm

Lease Type: Traditional Operational Lease (Fair Market Value)

***Based on 5.99% interest rate, final rate will be locked-in 90 days prior to delivery.**

Club Car's funding source, Ingersoll Rand Financial Services, proposes to lease **PORTERVILLE GOLF COURSE (22)** new **2022** Club Car Golf Cars & **(0)** vehicles equipped as stated on the Equipment Detail Quotation pages. The lease rates are quoted herein and are subject to IRFS's normal credit approval.

All lease prices quoted are for an **6/6/2023** delivery. **7/1/2023** would be the first new lease payment. The below monthly lease price is based on _____ payments annually. There are no skip months built into these lease prices annually.

©2016 Club Car, LLC. Club Car believes the information and specifications in this quote were correct at the time of printing. Specifications, standard features, options, fabrics and colors are subject to change without notice. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. The company reserves the right to make design changes without obligation to make these changes on previously sold units or systems. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles, and are not equipped for operation on public streets, roads or highways.

This quote for products, equipment, and parts is subject to Club Car's Terms and Conditions of Equipment Sale, as revised or amended from time to time (the "Terms"). The Terms, which are incorporated into this quote by reference, are located at [Terms and Conditions](#), and Customer hereby acknowledges receipt, review, and acceptance of the Terms. At Customer's written request, Club Car will mail Customer a copy of the Terms. Club Car hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by Customer.

Accepted By: _____

Company: _____

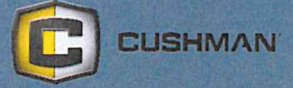
Title: _____

Date: _____

Proposal

Porterville G. C.

June 14, 2022



RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY

ZERO MAINTENANCE BATTERIES

ADVANCED INTELLIBRAKE
TECHNOLOGY

SAMSUNG SDI LITHIUM
BATTERIES

UNBEATABLE ENERGY
EFFICIENCY

LOWEST COST OF OPERATIONS

ACCESSORIES

Body Color Forest Green	22
Standard Seat Stone Beige	22
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	22
Spoke, Silver (Set of 4)	22
Fender Scuff Guard	22
USB Port	22
Light World Charger, ELITE (3 m [10 ft] Cord)	22
Sand Bottle (Single) Both	44
Message Holder	22
Sun Canopy, 54" Stone Beige	22
Windshield, Fold Down	22
Custom Logo/Decals	22
Parts Package	1
Freight	22

Porterville G. C.

Accepted by _____



Proposal

Porterville G. C.

June 14, 2022



CUSHMAN

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	RXV ELITE	22	60 Month	\$122.35	\$2,691.70
					MONTHLY AMOUNT	\$2,691.70

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12		April 2023	May 2023

SPECIAL CONSIDERATIONS

While it's our intent to hold this pricing, the pricing shown is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates and pricing will be determined 90 days prior to delivery.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, **Porterville G. C.** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

Porterville G. C.

Accepted by: _____

Title: _____

Date: _____

E-Z-GO

Accepted by: _____

Title: _____

Date: _____

Porterville G. C.

Accepted by _____



CUSHMAN



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Request for Renewal of Accela PublicStuff One-Year Contract

SOURCE: City Manager's Office

COMMENT: In consideration of options for implementing a City mobile application and Citizen Relationship Management (CRM) system, at its meeting on August 6, 2013, the City Council authorized a one-year contract with Accela for their PublicStuff program for the development of the "myPorterville" mobile application at an expense of \$8,800. The expense for the contract was split between the City Council and Community Promotion expenditure accounts for Fiscal Year 2013-2014, given funds were added to these accounts from the refund of a portion of fees paid to the Tulare County Economic Development Corporation.

The current contract with Accela expires on September 16, 2022, and has provided the City with a one-year renewal quote in the amount of \$12,951.88.

The PublicStuff application encourages civic participation by providing a platform to report problems or make service requests throughout all Departments and has proven to be an effective tool for staff to coordinate Code Enforcement. Staff recommends that the City enter into a renewal contract with Accela for a one-year term.

Funding for the contract renewal is included in the adopted Fiscal Year 2022-2023 budget under the Community Promotions account.

RECOMMENDATION: That the City Council authorize a one-year contract renewal with Accela in the amount of \$12,951.88 for the PublicStuff Pro Services to be used through the myPorterville mobile application, to be funded out of the Community Promotions account.

ATTACHMENTS: 1. Accela Renewal Order Form

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-26719
Valid Through: 5/19/2022
Currency: USD

Renewal Order Form

Address Information

Bill To:

City of Porterville
291 North Main Street
Porterville, California 93257
United States

Ship To:

City of Porterville
291 North Main Street
Porterville, California 93257
United States

Billing Name: Terry Romero
Billing Phone: (559) 782-7466
Billing Email: tromero@ci.porterville.ca.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
PublicStuff Pro	Year 1	9/17/2022	9/16/2023	12	\$12,951.88	1	\$12,951.88
TOTAL:							\$12,951.88

Pricing Summary

Period	Net Total
Year 1	\$ 12,951.88
Total	\$ 12,951.88

Renewal Terms/Information:

General Information	
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;.
Order Duration	Unless otherwise specified in the Special Order Terms: • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form. • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this location.

Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Kings/Tulare Area Agency on Aging Agreement Renewal

SOURCE: Parks and Leisure Services

COMMENT: Kings/Tulare Area Agency on Aging (K/T AAA) is requesting renewal of the Agreement with the City to facilitate the continuance of a Senior Nutrition Program within the city. The program will continue to operate at the Santa Fe Depot five days per week. The Agreement provides for the City contributing \$14,000 annually (\$3,500 each calendar quarter) for the continued operation of the nutrition program by K/T AAA.

K/T AAA is requesting the term of the Agreement to be for a period of twelve (12) calendar quarters commencing October 1, 2022, and ending September 30, 2025. The staff feel that the services provided by K/T AAA, through its contractor CSET, have performed well. Additionally, those participating in the program have been very pleased with the services provided. The Parks and Leisure Services Commission recommended at its meeting on September 1, 2022, that the City renew the Agreement with K/T AAA.

RECOMMENDATION: That the City Council approve the renewal of the Agreement with Kings/Tulare Area Agency on Aging and authorize and direct the Mayor to execute the same.

ATTACHMENTS: 1. Draft Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PORTERVILLE
AND
KINGS/TULARE AREA AGENCY ON AGING
TO FACILITATE A SENIOR NUTRITION PROGRAM

This Memorandum of Understanding (MOU) is entered into between the City of Porterville (CITY) and the Kings/Tulare Area Agency on Aging (K/T AAA) to facilitate a Senior Nutrition Program (PROGRAM) within CITY boundaries.

A. RESPONSIBILITIES

CITY shall contribute financial support to K/T AAA in advance on a quarterly basis and within the term of this MOU to facilitate a senior citizens PROGRAM. The quarterly contribution commencing October 1, 2022, shall be \$3,500. Contributions shall be made by the fifteenth day of the first month of each calendar quarter.

K/T AAA shall provide, within the boundaries of CITY, a five-day per week PROGRAM to provide senior citizens with congregate meals and other services commensurate with such PROGRAM as K/T AAA operates within other communities. K/T AAA shall utilize the funds contributed by CITY for any legal purpose as determined by K/T AAA; make all necessary arrangements for the PROGRAM; and shall indemnify, defend, and hold harmless CITY from any and all claims, actions, and losses arising from the activities of K/T AAA to the fullest extent permitted by law. For any calendar quarter in which the PROGRAM is discontinued, the contribution provided by CITY shall be prorated, with refund made to CITY within thirty days for the term in which the PROGRAM was not provided.

B. TERM

The term of this MOU shall be for a period of twelve calendar quarters commencing October 1, 2022, and ending September 30, 2025. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least one calendar quarter in advance of the effective withdrawal date.

C. MODIFICATION AND ASSIGNMENT

This MOU may be modified at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

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

KINGS/TULARE AREA AGENCY ON AGING

Anita Ortiz, K/T AAA Director

CITY OF PORTERVILLE

Martha A. Flores, Mayor

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Acceptance of Project - Olive Avenue Corridor Lighted Crosswalks Project

SOURCE: Engineering and Project Management

COMMENT: California Professional Engineering, Inc., has completed the Olive Avenue Corridor Lighted Crosswalk Project per plans and specifications. The project consisted of installing six high visibility crosswalk light systems with in-pavement light canisters and push button flashing pedestrian crossing signs.

Staff tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. At its meeting on December 18, 2018, the City Council authorized an expenditure of \$559,100 for construction, construction management, quality control and inspection services for this project. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction cost is \$498,966.04
2. Construction management, quality control and inspection service costs are \$36,564.30

Total project construction costs equate to \$535,530.34 which is less than the \$559,100 overall budget approved by Council at time of award. The funding sources for this project are Active Transportation Program (ATP) grant, Measure R Program Supplement Agreement and Local Transportation Funds (LTF).

California Professional Engineering, Inc., requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of the final payment, provided no stop notices have been filed.

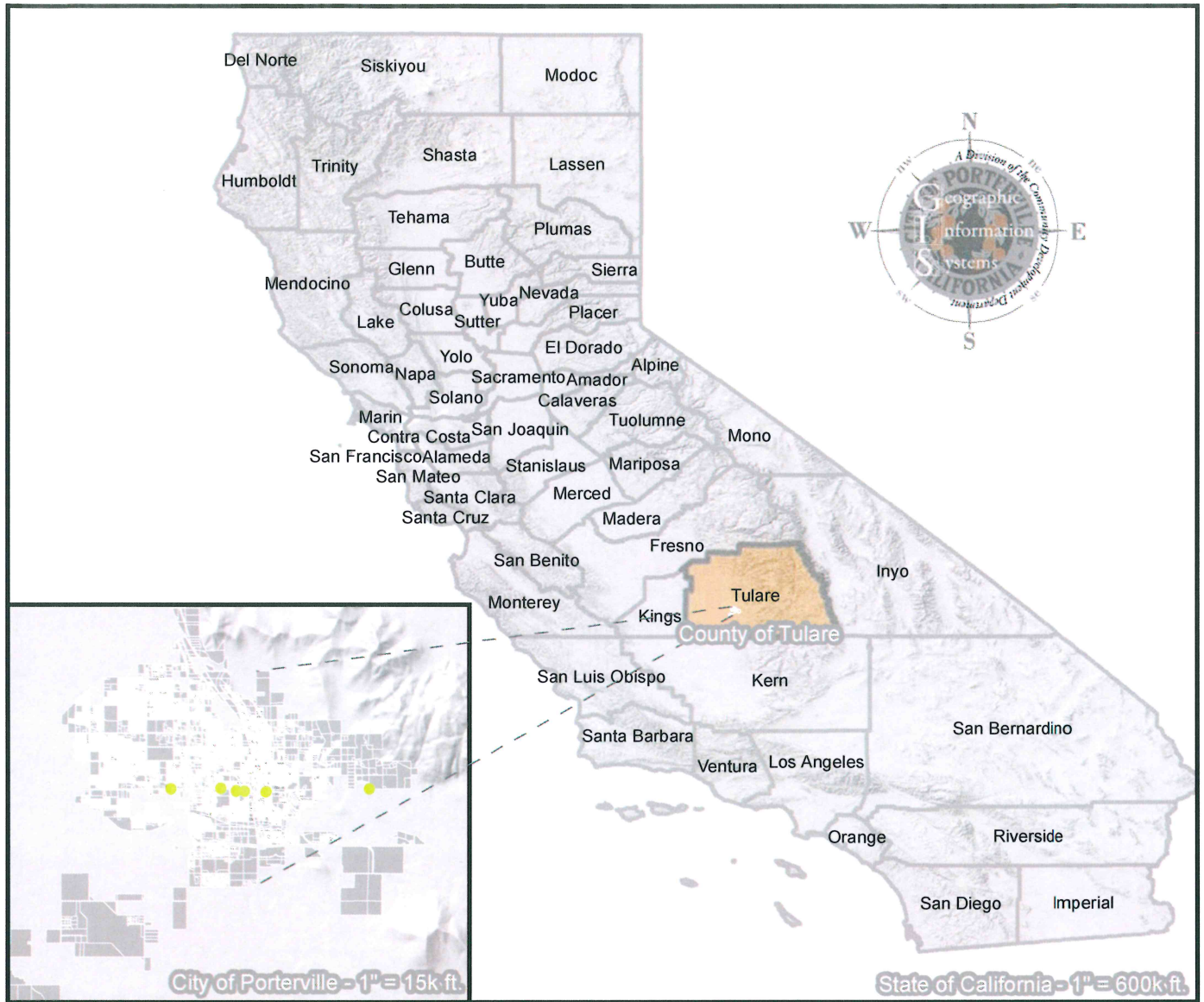
ATTACHMENTS: 1. Locator Maps

Appropriated/Funded:

Review By:

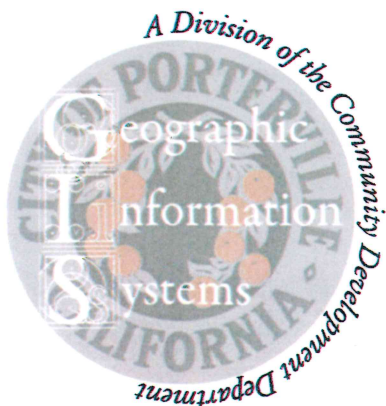
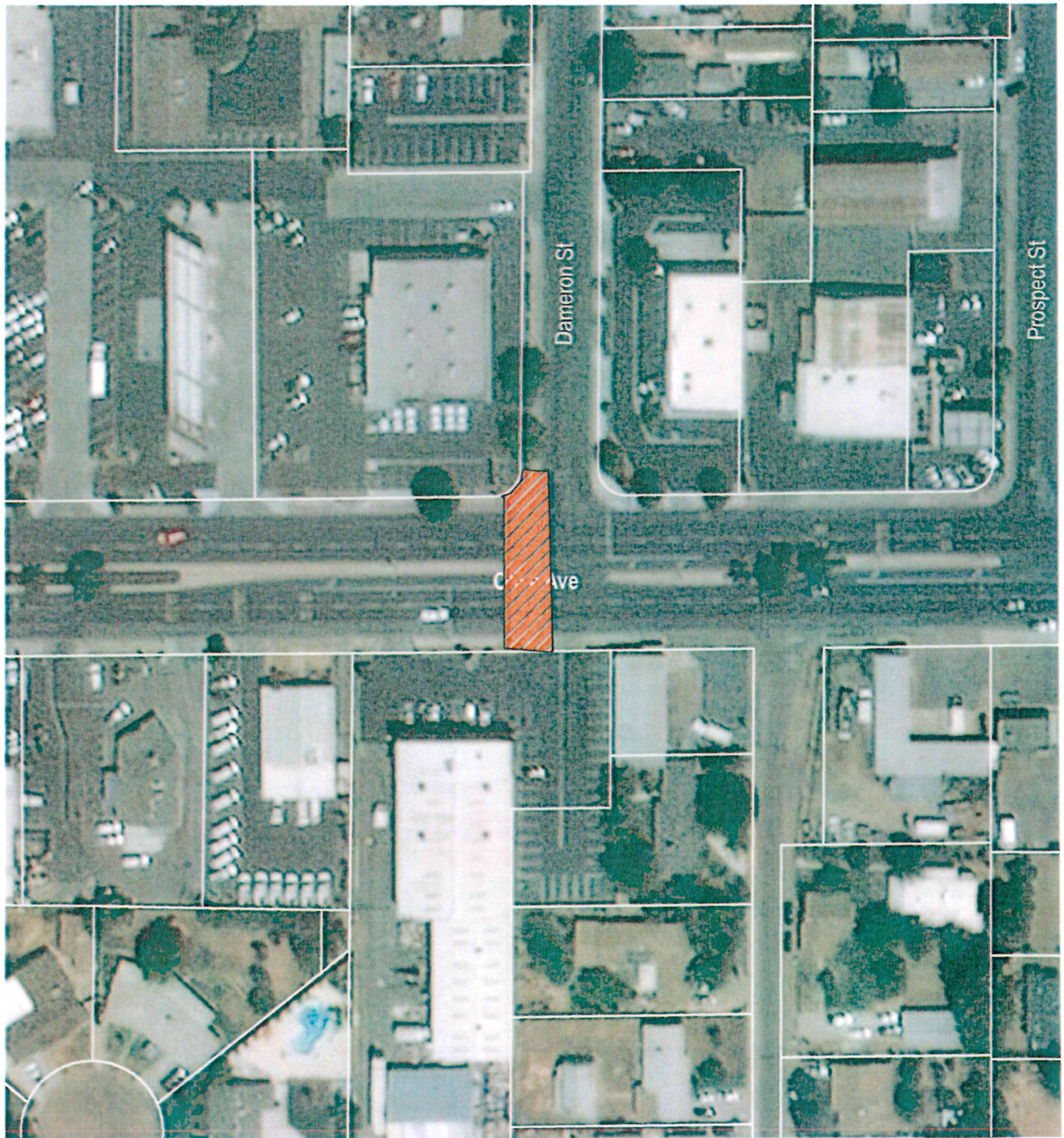
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

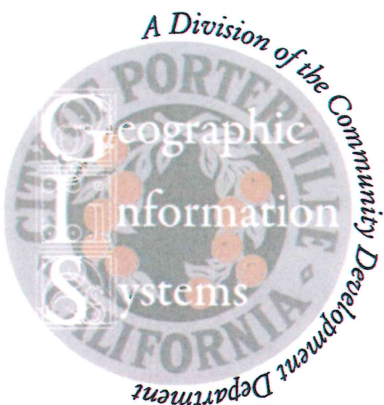


State of California ATP Grant Application
 Cal-Trans District #6, Tulare County, City of Porterville
 Lighted Crosswalk Project - Group B

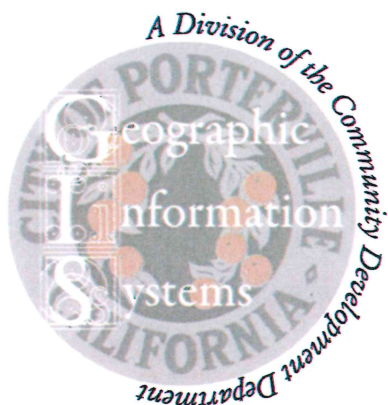




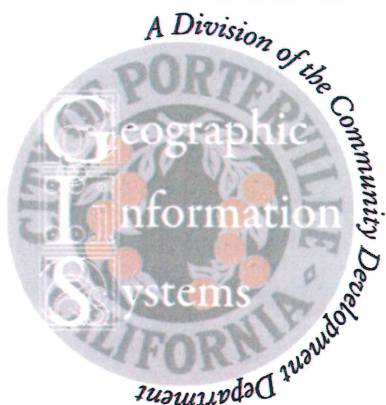
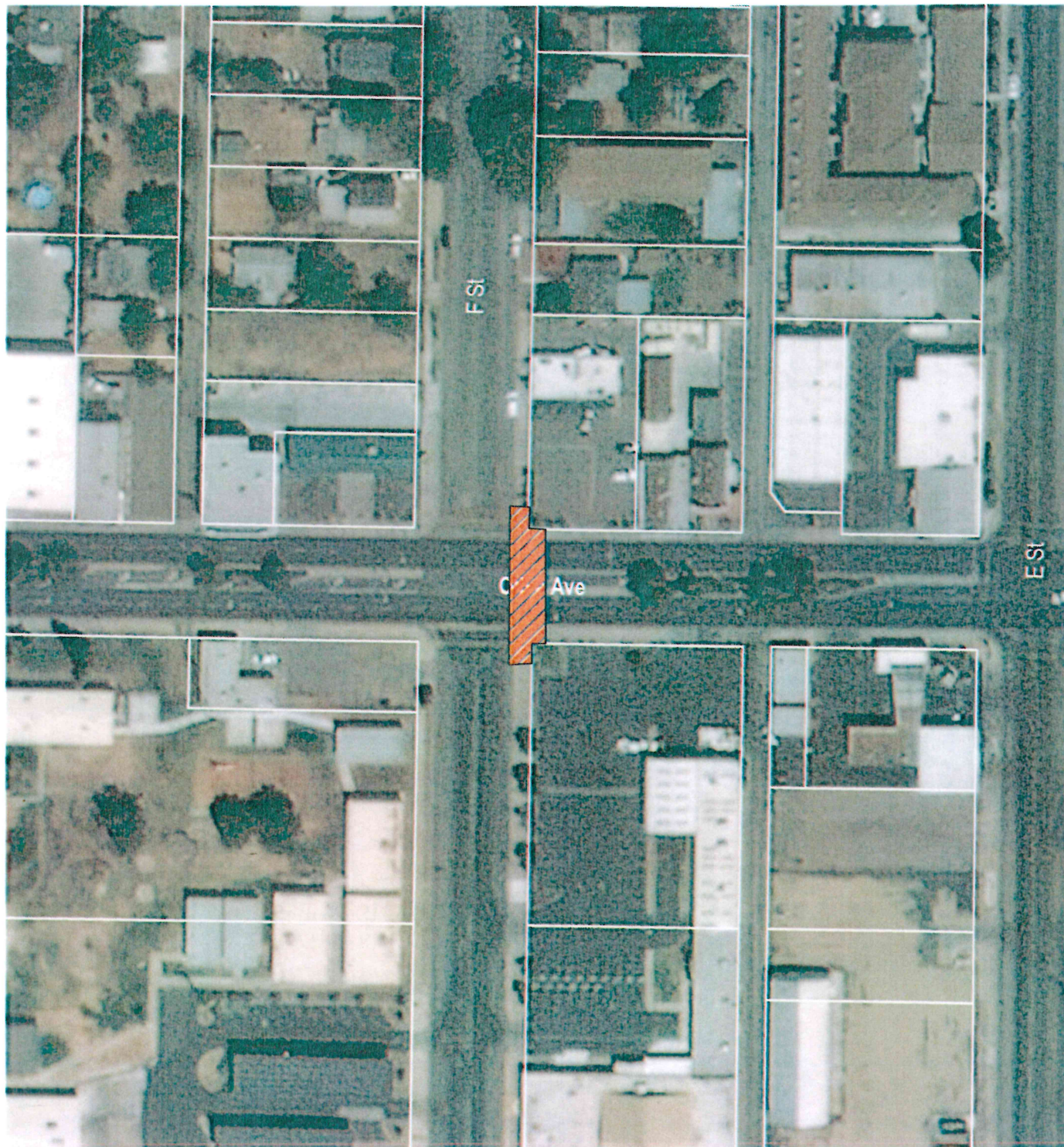
ATP Lighted Crosswalk Projects Location 1: Olive @ Dameron St Project Locator Map



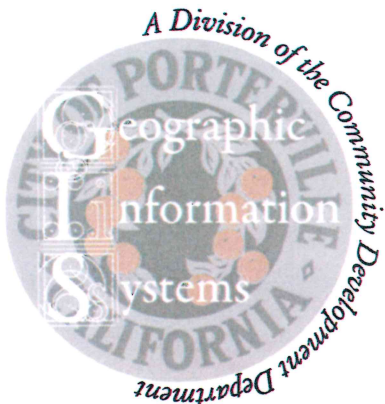
ATP Lighted Crosswalk Projects
Location 2: Olive @ Carmelita St
Project Locator Map



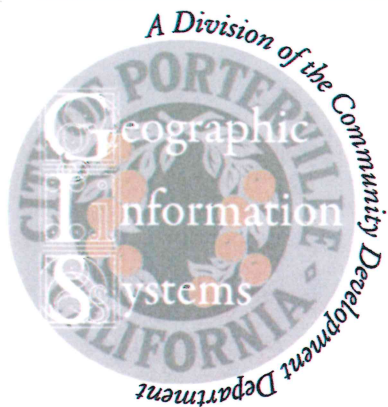
ATP Lighted Crosswalk Projects
Location 3: Olive @ H St
Project Locator Map



ATP Lighted Crosswalk Projects
Location 4: Olive @ F St
Project Locator Map



ATP Lighted Crosswalk Projects
Location 5: Olive @ 3rd/ B St
Project Locator Map



ATP Lighted Crosswalk Projects Location 6: Olive @ Holcomb St Project Locator Map



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Authorization to Execute Grant Agreement with the Federal Aviation Administration

SOURCE: Finance

COMMENT: At its meeting on December 21, 2021, the City Council authorized staff to advertise for bids for the rehabilitation of the existing taxiway and reconfiguration of the connecting taxiways at the Porterville Municipal Airport. On February 8, 2022, the City received seven bids for the project. Subsequently, the City submitted a revised grant application to the Federal Aviation Administration (FAA) under the Airport Improvement Program based on bids and total construction cost of \$5,276,371.

On September 7, 2022, the City received the grant offer from the FAA. The total amount of the grant is \$4,748,734, which is equivalent to ninety percent (90%) of the total construction cost. The City will further pursue funding from the State of California Division of Aeronautics for a matching grant of five percent (5%) of the federal award. The remainder of the construction cost will be funded by the Airport Fund.

RECOMMENDATION: That the City Council adopt the attached draft Resolution authorizing the Finance Director to execute the grant agreement with the Federal Aviation Administration under the Airport Improvement Program for the Rehabilitation of the Parallel and Connecting Taxiways Project.

ATTACHMENTS:

1. Draft Resolution
2. Grant Agreement

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING
THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA)
FOR A GRANT OF FEDERAL FUNDS FOR AIRPORT IMPROVEMENT PROGRAM (AIP)
PROJECT NO. 3-06-0190-019-2022 AT PORTERVILLE MUNICIPAL AIRPORT

WHEREAS, grant monies have been allocated by the FAA for the improvement of the Porterville Municipal Airport; and

WHEREAS, the FAA has approved the following project: Rehabilitate Parallel Taxiway and Reconfigure Taxiways A, C and D; and

WHEREAS, the FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred in accomplishing the said project, up to \$4,748,734, subject to certain terms and conditions;

NOW, THEREFORE, the City Council of the City of Porterville, State of California, does hereby resolve as follows:

1. That the City Council accept the offer of Federal Grant Funds from the Federal Aviation Administration and by such acceptance, agree to comply with all of the terms and conditions in the FAA Offer and Project Application.
2. That the City Council authorize the Finance Director, on behalf of the City of Porterville, to sign any documents as may be necessary and required by the FAA for the acceptance of the grant funds.

PASSED, APPROVED, AND ADOPTED this 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

San Francisco Airports
District Office:
1000 Marina Blvd, Ste 115
Brisbane, CA 94005-1863

September 7, 2022

Ms. Maria Bermis
Finance Director
City of Porterville
291 North Main Street
Porterville, CA 93257

Dear Ms. Bermis:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0190-019-2022 at Porterville Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2022.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ron Biaoco, (405) 666-1062, ron.biaoco@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Amy Choi for Laurie J. Suttmeier
 Amy Choi for Laurie J. Suttmeier (Sep 7, 2022 15:21 PDT)

Laurie J. Suttmeier
 Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 7, 2022
Airport/Planning Area	Porterville Municipal Airport
FY2022 AIP Grant Number	3-06-0190-019-2022
Unique Entity Identifier	NH6YWTB76QK8
TO:	City of Porterville
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 31, 2022, for a grant of Federal funds for a project at or associated with the Porterville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Porterville Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Parallel Taxiway - Construction; Reconfigure Taxiways A, C and D - Construction
which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,748,734.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 4,748,734 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 12, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 04/2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

27. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
28. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Amy Choi for Laurie J. Suttmeier

Amy Choi for Laurie J. Suttmeier (Sep 7, 2022 15:21 PDT)

(Signature)

Amy Choi for Laurie J. Suttmeier

(Typed Name)

Assistant Manager SFO ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 7, 2022

City of Porterville

(Name of Sponsor)

Maria Bemis

Maria Bemis (Sep 7, 2022 15:40 PDT)

(Signature of Sponsor's Authorized Official)

By: Maria Bemis

(Typed Name of Sponsor's Authorized Official)

Title: Finance Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

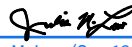
I, Julia M. Lew, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 12, 2022

By: 
 Julia M. Lew (Sep 12, 2022 14:41 PDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Porterville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of August 31, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Final Ballot Results - Area 478B & 478C Sewer Utility District

SOURCE: Engineering and Project Management

COMMENT: This report is a follow-up to the Area 478B & 478C Sewer Utility District Public Hearing held on September 6, 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 20, 2022.

The votes were subsequently tabulated and certified. Tabulation indicates 36.2% of the property owners voted (67 votes), of those, 89.55% (60 votes) of the votes received were in favor of forming the Sewer Utility District; 10.45% (7 votes) of the ballots received voted against formation of the Sewer Utility District. Three ballots were excluded as one was not signed by the legal property owner, one was a duplicate, and one was received 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 478B & 478C Sewer Utility District and adopt the draft Resolution approving the Formation of Sewer Utility District 478B & 478C.

ATTACHMENTS:

1. Ballot Certification
2. Draft Resolution
3. Locator Map - ANNEX 478B
4. Locator Map - ANNEX 478C

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Janie Rodriguez, Accountant

CITY OF PORTERVILLE
ANNEXATION AREA 478B & 478C 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>67</u>	No. of Ballots <u>60</u> AYES 89.55%	No. of Ballots <u>7</u> NAYS 10.45%

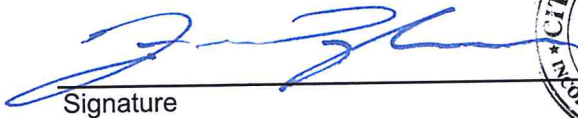
In addition, 3 ballots received were invalid due to:

1 Duplicate received

1 Received after deadline

1 Not signed by property owner/s

Ballots Tabulated By:


Signature



Fernando Gabriel-Moraga

Print Name

Deputy City Clerk

Title

9/07/2022

Date

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE FORMATION OF
ISLAND ANNEXATION AREA 478B & 478C
SEWER UTILITY DISTRICT AND LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 478B & 478C, was a large area annexed into the city in July of 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 September 6, 2022, with tabulation of said ballots continued to September 7, 2022;

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

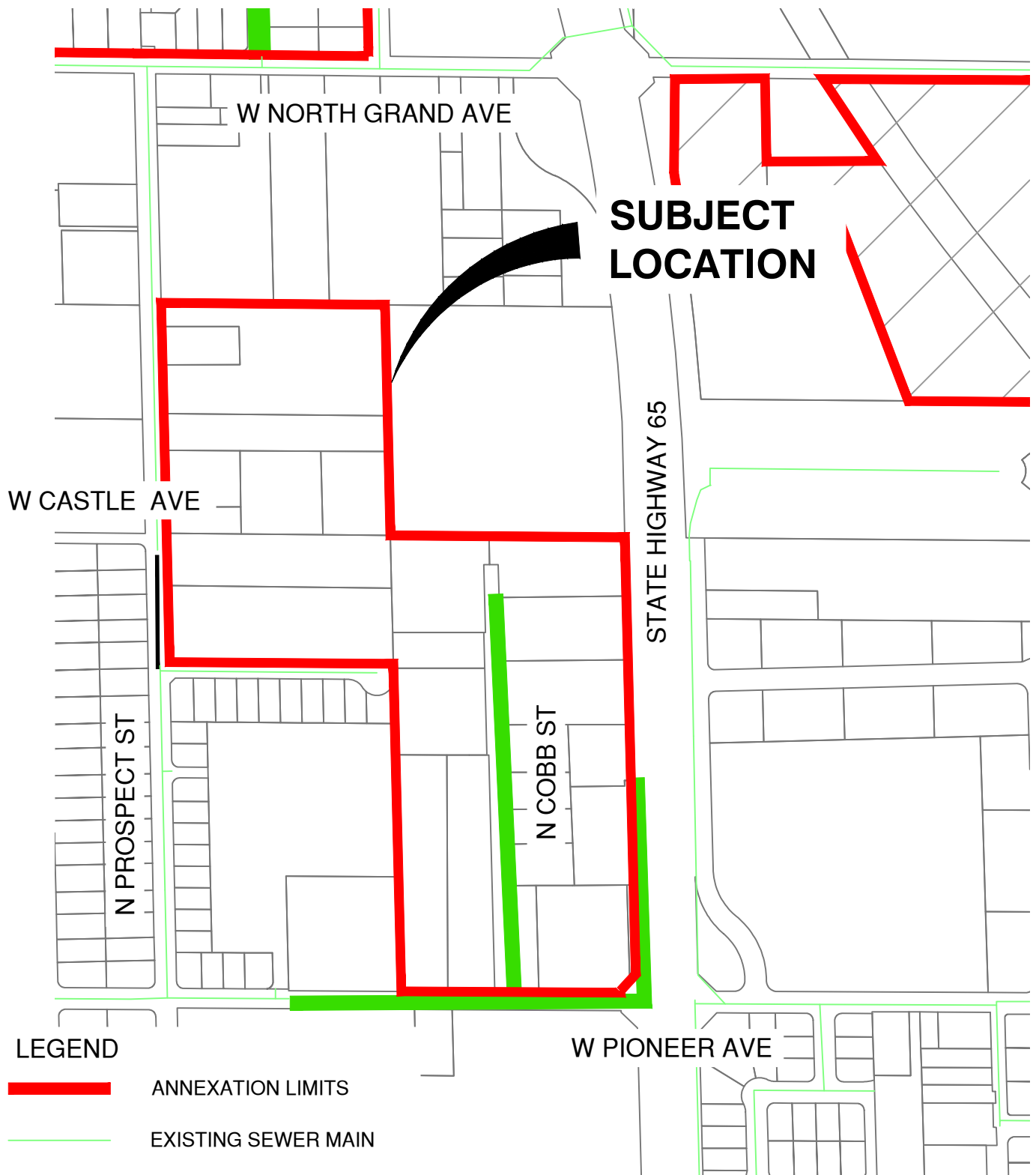
1. Approves the formation of the Island Annexation Area 478B & 478C Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit '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 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



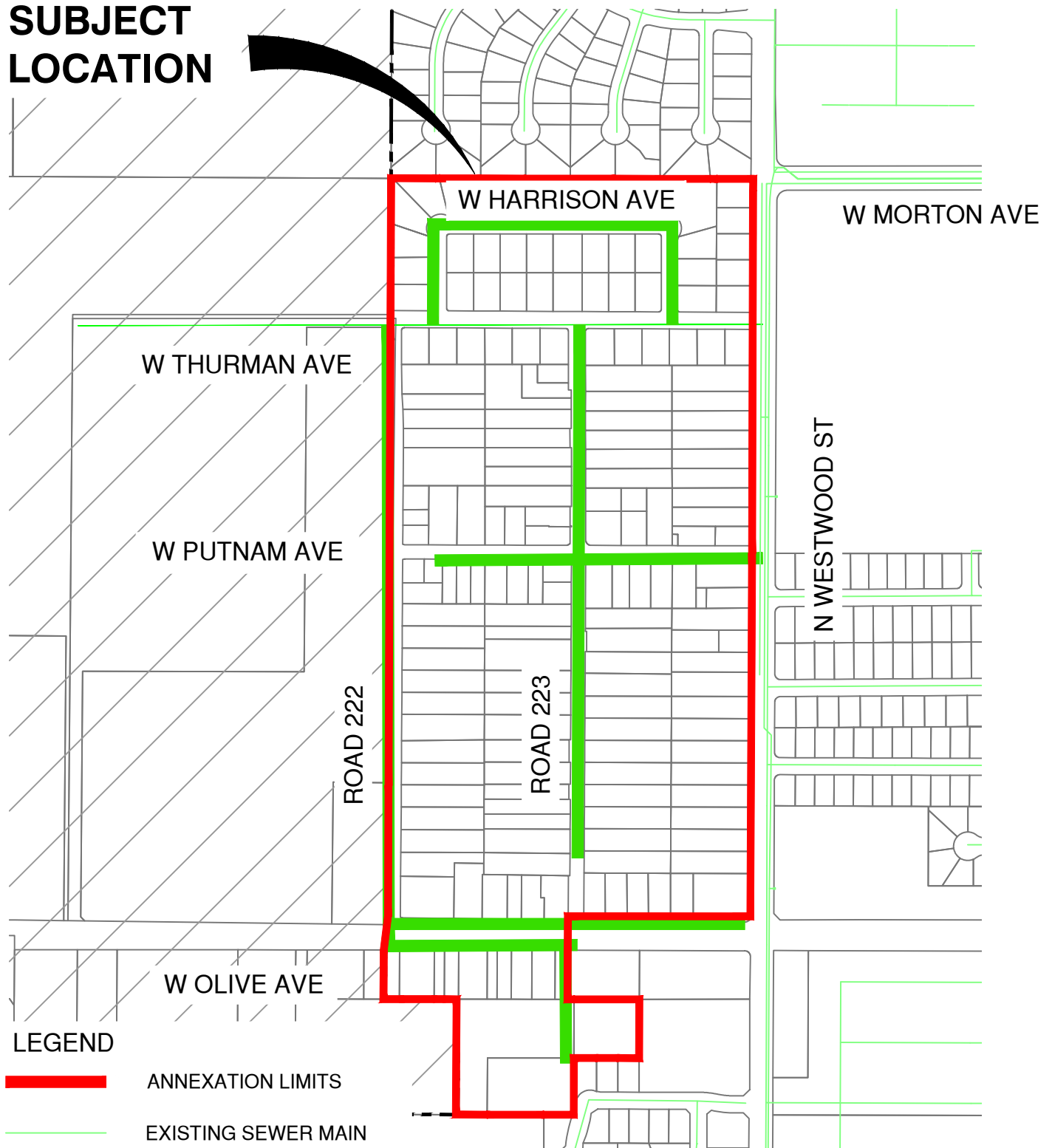
CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
(559) 782-7462

SEWER ANNEXATION
NUMBER 478B

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 400'-0"
DATE	10/2/2019

SHEET
1
OF
1

SUBJECT LOCATION



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

SEWER ANNEXATION
NUMBER 478C

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Final Ballot Results - Area 474B Sewer Utility District

SOURCE: Engineering and Project Management

COMMENT: This report is a follow-up to the Area 474B Sewer Utility District Public Hearing held on September 6, 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 20, 2022.

The votes were subsequently tabulated and certified. Tabulation indicates 32.6% of the property owners voted (45 votes), of those, 77.78% (35 votes) of the votes received were in favor of forming the Sewer Utility District; 22.22% (10 votes) of the ballots received voted against formation of the Sewer Utility District. Four ballots were excluded as one was not signed by the legal property owner, one was a duplicate, and two were received 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 474B Sewer Utility District and adopt the draft Resolution approving the Formation of Sewer Utility District 474B.

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 474B 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>45</u>	No. of Ballots <u>35</u> AYES 77.78%	No. of Ballots <u>10</u> NAYS 22.22%

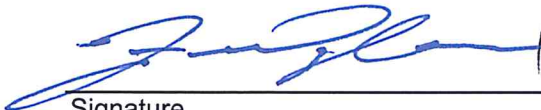
In addition, 4 ballots received were invalid due to:

1 Duplicate received

2 Received after deadline

1 Not signed by property owner/s

Ballots Tabulated By:



Signature



Fernando Gabriel-Moraga

Print Name

Deputy City Clerk

Title

9/07/2022

Date

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE FORMATION OF
ISLAND ANNEXATION AREA 474B
SEWER UTILITY DISTRICT AND LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 474B, was a large area annexed into the city in July of 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 September 6, 2022, with tabulation of said ballots continued to September 7, 2022;

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

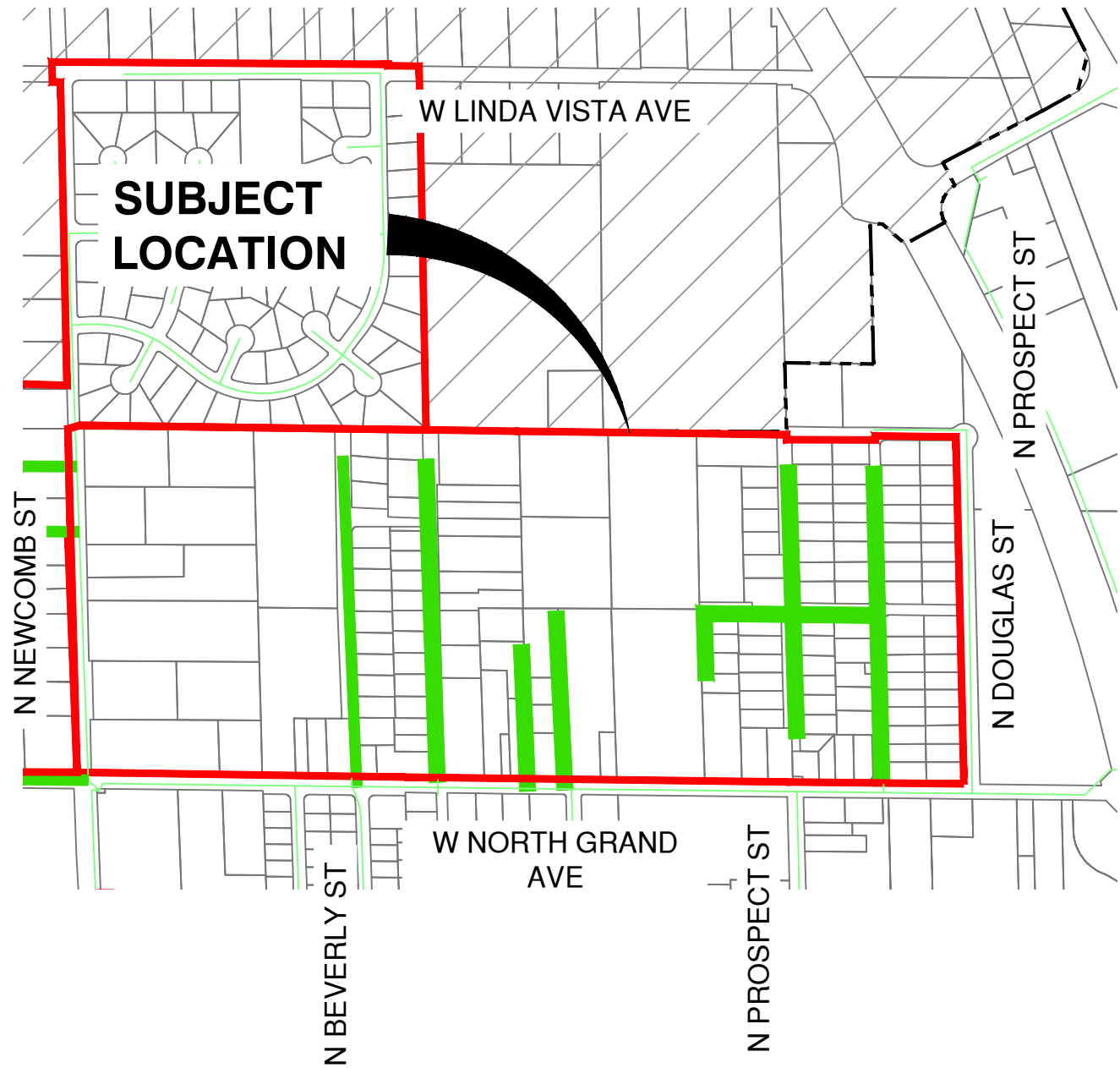
1. Approves the formation of the Island Annexation Area 474B Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit 'A';
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 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



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
 1
 OF
 1



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Final Ballot Results - Area 476 Sewer Utility District

SOURCE: Engineering and Project Management

COMMENT: This report is a follow-up to the Area 476 Sewer Utility District Public Hearing held on September 6, 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 20, 2022.

The votes were subsequently tabulated and certified. Tabulation indicates 33.3% of the property owners voted (37 votes), of those, 65.57% (25 votes) of the votes received were in favor of forming the Sewer Utility District; 32.43% (12 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 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 476 Sewer Utility District and adopt the draft Resolution approving the Formation of Sewer Utility District 476.

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 476 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>37</u>	No. of Ballots <u>25</u> AYES 67.57%	No. of Ballots <u>12</u> NAYS 32.43%

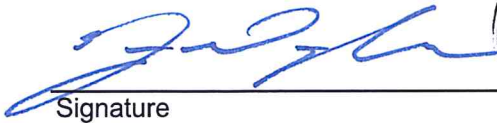
In addition, 2 ballots received were invalid due to:

 Duplicate received

1 Received after deadline

1 Not signed by property owner/s

Ballots Tabulated By:


Signature



Fernando Gabriel-Moraga

Print Name

Deputy City Clerk

Title

9/07/2022

Date

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE FORMATION OF
ISLAND ANNEXATION AREA 476
SEWER UTILITY DISTRICT AND LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 476, was a large area annexed into the city in July of 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 September 6, 2022, with tabulation of said ballots continued to September 7, 2022;

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

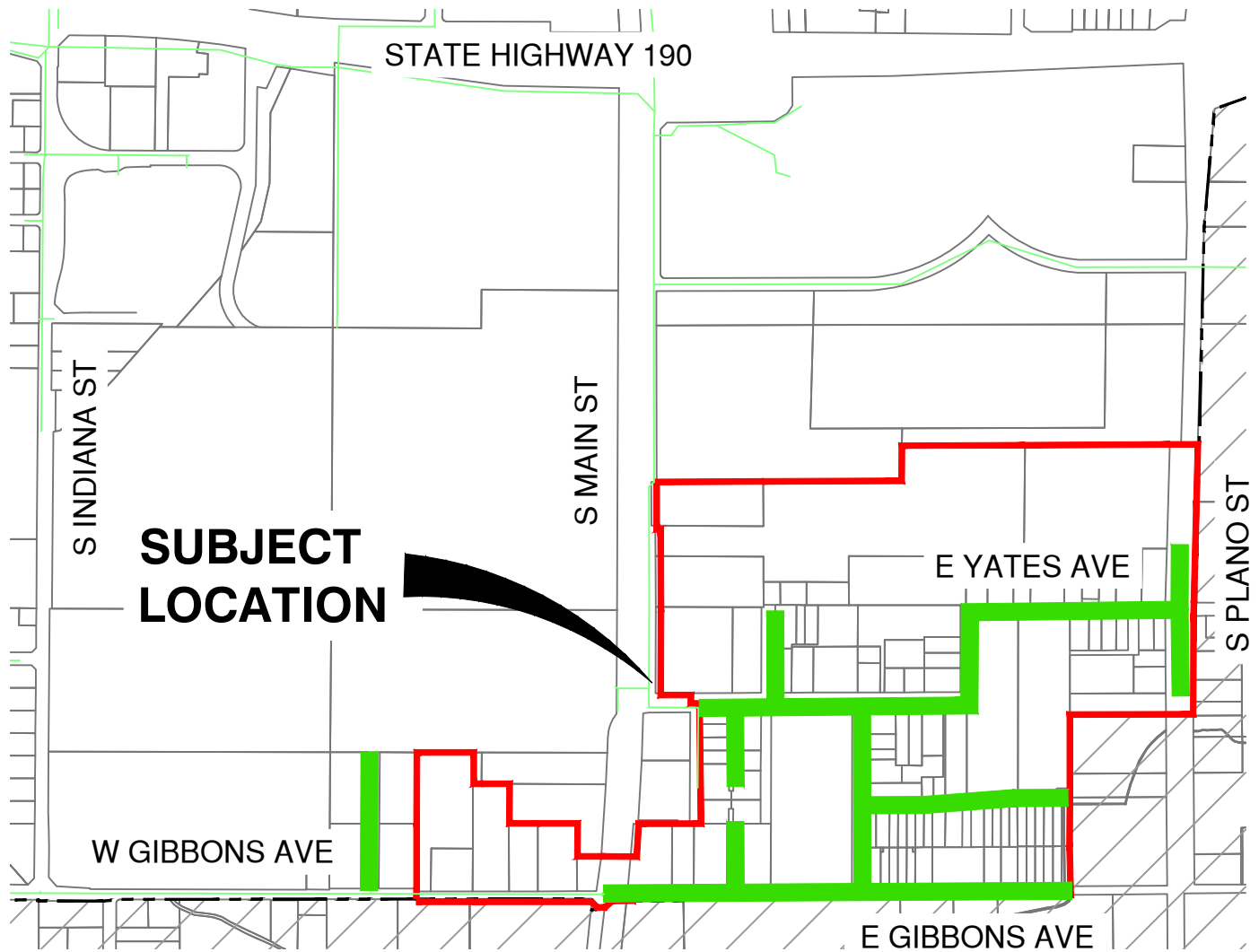
1. Approves the formation of the Island Annexation Area 476 Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit 'A';
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 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

SEWER ANNEXATION
NUMBER 476

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

SHEET
1
OF
1



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Final Ballot Results - Area 475D Sewer Utility District

SOURCE: Engineering and Project Management

COMMENT: This report is a follow-up to the Area 475D Sewer Utility District Public Hearing held on September 6, 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 20, 2022.

The votes were subsequently tabulated and certified. Tabulation indicates 37.3% of the property owners voted (53 votes), of those, 81.13% (43 votes) of the votes received were in favor of forming the Sewer Utility District; 18.87% (10 votes) of the ballots received voted against formation of the Sewer Utility District. Four ballots were excluded as one was not signed by the legal property owner, one was a duplicate, and two were received 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 475D Sewer Utility District and adopt the draft Resolution approving the Formation of Sewer Utility District 475D.

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 475D 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>53</u>	No. of Ballots <u>43</u> AYES 81.13%	No. of Ballots <u>10</u> NAYS 18.87%

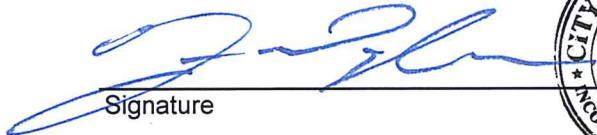
In addition, 2 ballots received were invalid due to:

 Duplicate received

2 Received after deadline

 Not signed by property owner/s

Ballots Tabulated By:


Signature



Fernando Gabriel-Moraga

Print Name

Deputy City Clerk

Title

9/07/2022

Date

RESOLUTION NO. ____-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING
THE FORMATION OF
ISLAND ANNEXATION AREA 475D
SEWER UTILITY DISTRICT AND LEVYING THE ASSESSMENT**

WHEREAS: Island Annexation Area 475D, was a large area annexed into the city in November of 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 September 6, 2022, with tabulation of said ballots continued to September 7, 2022;

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

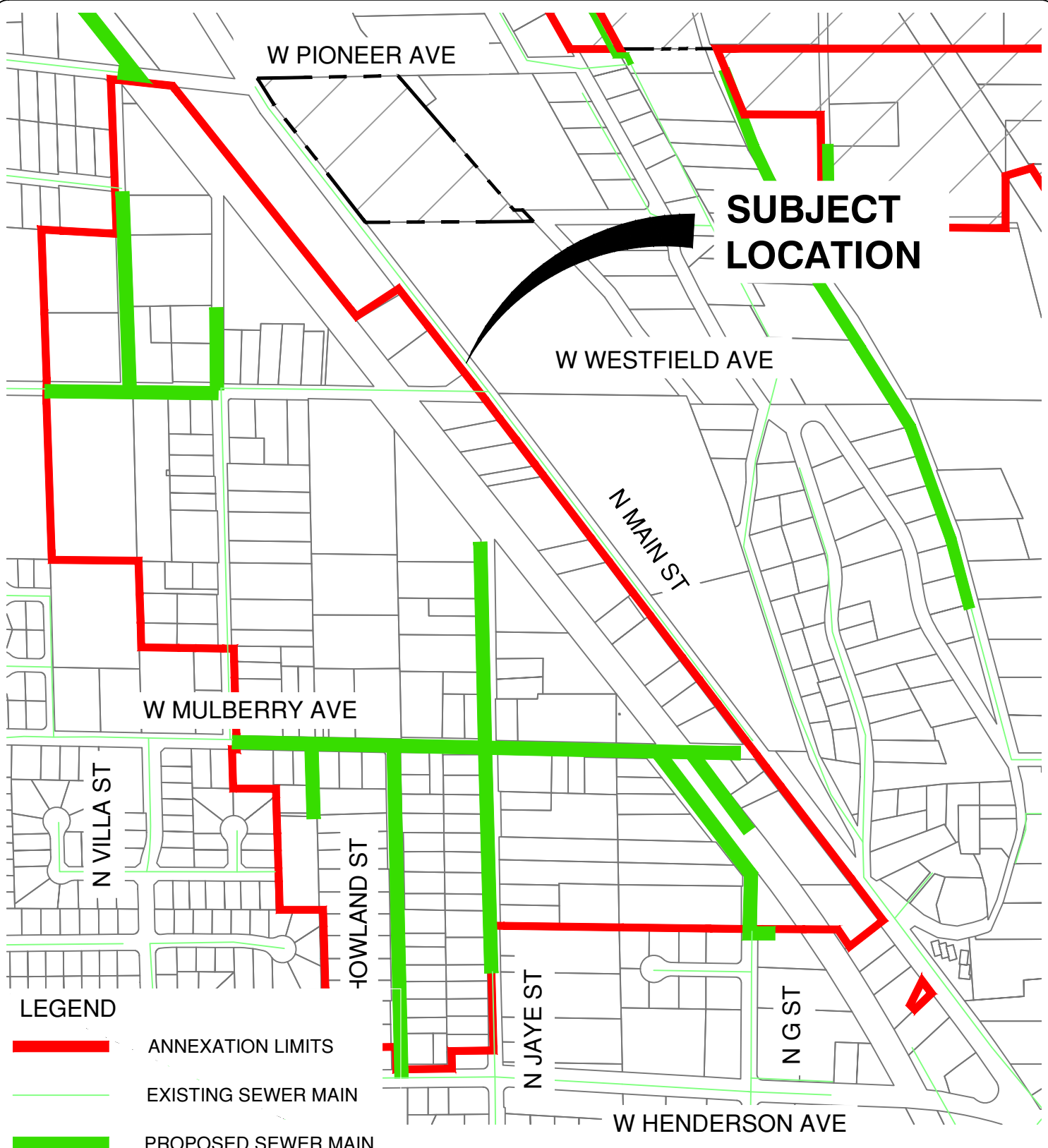
1. Approves the formation of the Island Annexation Area 475D Sewer Utility District establishing an assessment to pay for the installation of new sewer mains and laterals. A diagram of the District setting forth the boundaries and parcels located within the District is attached hereto as Exhibit 'A';
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 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



LEGEND

- ANNEXATION LIMITS
- EXISTING SEWER MAIN
- PROPOSED SEWER MAIN



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

**SEWER ANNEXATION
 NUMBER 475D**

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

SHEET
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 OF
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CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: City Easement Conveyance to Southern California Edison Company and Dish

SOURCE: Engineering and Project Management

COMMENT: Dish is requesting an easement from the City of Porterville for the purpose of installing and maintaining underground electrical supply and communication system facilities located within the southeasterly portion of a City-owned parcel along the west right-of-way of Redondo Street approximately 250 feet north of Henderson Avenue. These facilities, consisting of underground conduit with fiber cable, are necessary for the enhancement of communication services to the immediate neighborhood.

The proposed easement area is three strips of land. Strip 1 being 6-feet wide by 26-feet long. Strip 2 being 5-feet wide by 96-feet long. Strip 3 being 10-feet wide by 7-feet long. These strips are located adjacent to the west right-of-way of Redondo Street approximately 250 feet north of Henderson Avenue on the and the easterly portion of the City-owned parcel.

Dish has offered \$7,500 for the easement, which they consider fair market value based on past easement purchases.

RECOMMENDATION: That City Council:

1. Accept Dish's request to have the City convey an easement to Southern California Edison for the installation and maintenance of aboveground and underground electrical and communication facilities on APN 240-050-005;
2. Accept Dish's \$7,500 easement compensation;
3. Authorize the Mayor and City Clerk to sign the Grant of Easement; and
4. Authorize the City Clerk to mail the signed Grant of Easement to SCE for recordation.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit "A"
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING A GRANT DEED OF EASEMENT TO SOUTHERN CALIFORNIA
EDISON COMPANY FOR APN 240-050-005**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby grants to Southern California Edison Company, a California Corporation, its successors and assigns, lessees and agents, an easement and right-of-way to construct, install, use, operate, inspect, repair, replace and remove at any time and from time to time underground conduits, wires, cables, service pedestals or boxes, other electrical conductors and appurtenances for communication purposes; together with aboveground structures with electronic communication equipment and other related appurtenances necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, over, across, upon, and under that certain real property in the City of Porterville, County of Tulare, State of California, described as follows:

See Grant of Easement document attached hereto as Exhibit A and made a part hereof by reference, consisting of four pages.

BE IT FURTHER RESOLVED that the foregoing has been authorized by the City Council for the City of Porterville.

PASSED, APPROVED AND ADOPTED this 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00		DISTRICT San Joaquin Valley	SERVICE ORDER TD1968636	SERIAL NO.	MAP SIZE
SCE Company		GVM LV-1294-B	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 240-050-005	VEGETATION & LAND MANAGEMENT	SLS/BT	06/14/2022

CITY OF PORTERVILLE, a municipal corporation and chartered city, duly organized and existing under and by virtue of the laws of the State of California, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of Tulare, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID PORTION IS DEPICTED AS "17.52 AC. GROSS" PARCEL ON RECORD OF SURVEY, AS PER MAP FILED IN BOOK 19, PAGE 96 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE) (UNDERGROUND SYSTEMS)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID "17.52 AC. GROSS" PARCEL, SAID CORNER BEING THE INTERSECTION OF THE NORTHERLY LINE OF HENDERSON AVENUE, 25.00 FOOT HALF-WIDTH, WITH THE EASTERLY LINE OF SAID "17.52 AC. GROSS" PARCEL, AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE EASTERLY LINE OF SAID "17.52 AC. GROSS" PARCEL, NORTH 00°18'12" WEST 248.53 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EASTERLY LINE, SOUTH 89°41'48" WEST 26.00 FEET TO A POINT OF ENDING IN THE WESTERLY LINE OF SAID "17.52 AC. GROSS" PARCEL.

STRIP #2 (5.00 FEET WIDE) (UNDERGROUND SYSTEMS)

THE EASTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE ALONG THE EASTERLY LINE OF SAID "17.52 AC. GROSS" PARCEL, NORTH 00°18'12" WEST 96.48 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "B".

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (10.00 FEET WIDE) (OVERHEAD SYSTEMS)

THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "B"; THENCE SOUTH 89°41'48" WEST 7.00 FEET TO A POINT OF ENDING.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared by Spectrum Land Services pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this ____ day of _____, 20____.

GRANTOR

CITY OF PORTERVILLE, a municipal corporation and chartered city, duly organized and existing under and by virtue of the laws of the State of California

Signature

Print Name

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 _____ (Seal)

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

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.

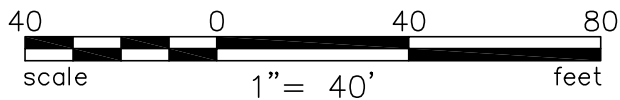
WITNESS my hand and official seal.

Signature _____ (Seal)

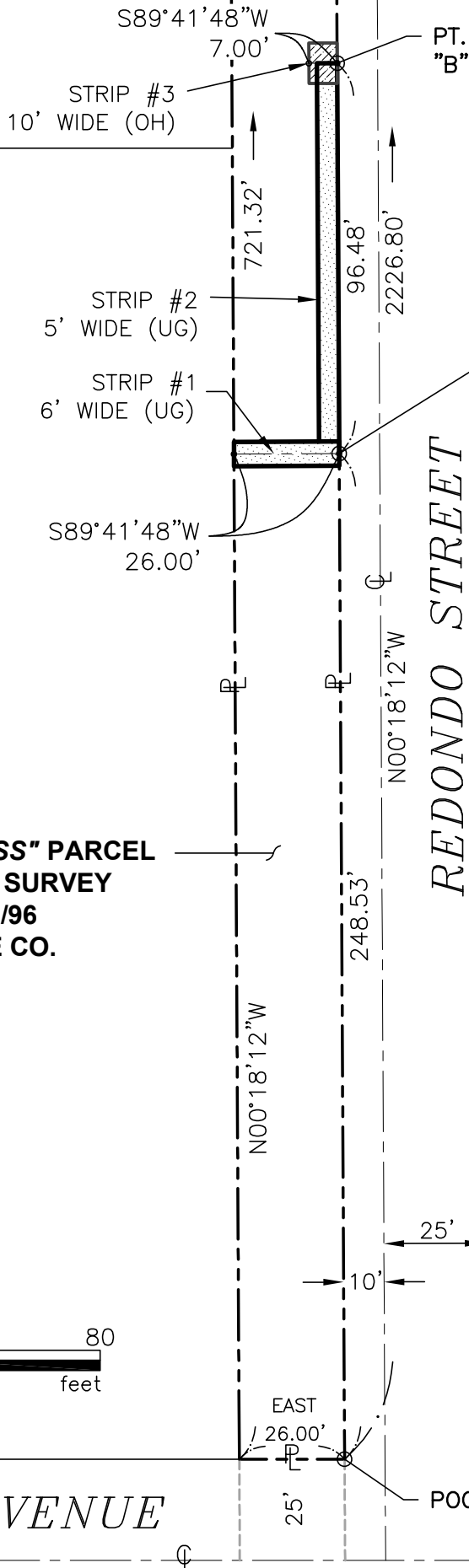
Exhibit "B"

**POR. SE 1/4 OF SEC. 20,
T 21 S, R 27 E, M.D.B.&M.
TULARE CO.**

**"17.52 AC. GROSS" PARCEL
RECORD OF SURVEY
R.S. 19/96
TULARE CO.**



HENDERSON AVENUE



LOT 6

LOT 5



LOT 4

*WINDSOR COURT SUBDIVISION
R.M. 44/31
TULARE CO.*

LOT 3

LOT 2

LOT 1

LOTA

SCE EASEMENT

DSE802169687	TD1968636
SLS/BT	06/14/2022



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Acceptance of Subdivision Improvements - Villas at Sierra Meadows, Phase 1 (Smee Homes, Inc.)

SOURCE: Engineering and Project Management

COMMENT: The Subdivider, Smee Homes, Inc., has requested that the public improvements constructed for the Villas at Sierra Meadows, Phase 1 subdivision be accepted by the City for maintenance. All required improvements, excluding sidewalks, have been completed, inspected by City staff and found to be acceptable. A Landscape and Lighting District (LLD) was also a requirement of the development for streetlighting only. Improvements associated with the District have also been inspected by City staff and found to be acceptable.

The Subdivider has on file a one (1) year maintenance guarantee for five percent (5%) of the total cost of improvements and remaining public sidewalk security via cash deposit.

RECOMMENDATION: That the City Council:

1. Accept the public improvements, including those related to the Landscape & Lighting District of Villas at Sierra Meadows, Phase 1 subdivision for maintenance;
2. Authorize the City Clerk to file the Notice of Completion; and
3. Release the payment guarantee thirty-five (35) days after recordation, provided no liens have been filed.

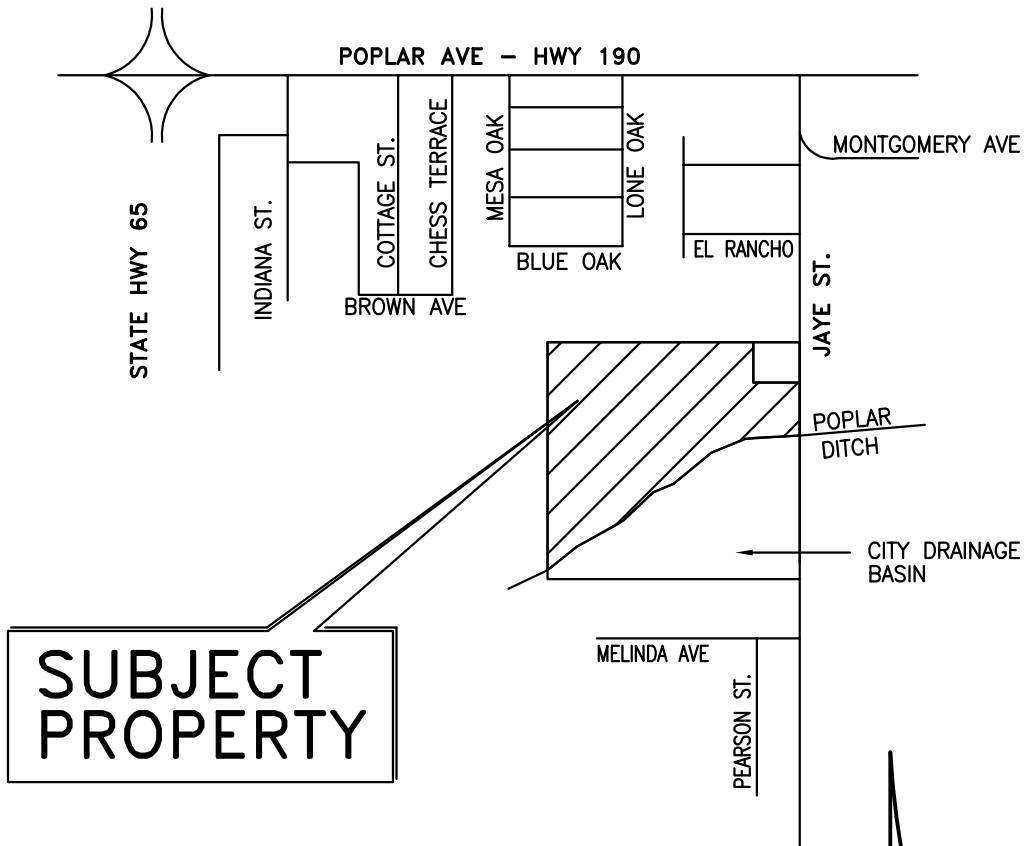
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



Vicinity Map

NO SCALE



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Approval of Reorganization within Administration

SOURCE: City Manager's Office

COMMENT: The City continues to seek ways in which to increase efficiencies in order to most expeditiously deliver services and respond to the needs of its residents. The City has historically been able to meet the ever-changing demands of governance by adeptly identifying opportunities as challenges arise. To this end, staff herein presents a proposed reorganization and merger of the City's Administrative Services Department and the City Manager's Office.

The proposed reorganization of Administration begins with formalizing the relationship between the Administrative Services Department and the City Manager's Office. While each Department is technically separate and distinct, they have historically functioned as one, with overlapping responsibilities and shared staffing. It is proposed that this reorganization would formally merge Administrative Services and the City Manager's Office into one department named, "Administration".

With regard to staffing, it is proposed that the City Council authorize the creation of two new classifications within Administration: Assistant City Manager and Records Coordinator. Additionally it is proposed that one existing classification – Administrative Services Manager - be allocated. The proposed changes are as follows:

New Classification: Assistant City Manager

In order to increase coordination and responsiveness in the execution of the City's expansive capital improvement work plan and burgeoning local private development, a new classification of Assistant City Manager is proposed. The Assistant City Manager would report directly to the City Manager and would generally provide oversight of the Departments of Community Development and Engineering & Project Management. It is proposed that this at-will classification be established at Salary Range 272 (\$9,868 - \$12,163) and be unrepresented for bargaining purposes.

New Classification: Records Coordinator

In addition to administering a significant increase in the number of public records requests, the City Clerk's Division is currently undertaking a comprehensive records management project which upon its completion will enhance accessibility to city governance through open records. In order to most expeditiously respond to the public, a new classification of Records Coordinator

within the City Clerk's Division is proposed. The Records Coordinator would report directly to Deputy City Manager and administer the City's records program. It is proposed that this classification be established at Salary Range 159 (\$3,204 - \$3,909) and be represented by Porterville City Employees Association for bargaining purposes. This position was included in the Fiscal Year 2022-2023 Budget adopted on June 20, 2022.

Allocate Existing Administrative Services Manager

It is proposed that the existing classification of Administrative Services Manager be allocated, and the existing classification of HR Analyst II within the Human Resources Division be unallocated. This change is proposed due to a restructuring of duties primarily related to the Risk Management and Human Resources Division and would reflect current duty assignments. The Administrative Services Manager, at Salary Range 239 (\$7,106 - \$8,671) would report directly to the Deputy City Manager, provide supervision of the Divisions of Human Resources and Risk Management, and be unrepresented for bargaining purposes.

RECOMMENDATION:

That the City Council:

1. Approve the merger of the Administrative Services Department and the City Manager's Office to form a new "Administration" Department;
2. Approve the establishment of a new Assistant City Manager classification at Salary Range 272 (\$9,868 - \$12,163);
3. Approve the establishment of a new Records Coordinator classification at Salary Range 159 (\$3,204 - \$3,909);
4. Approve the allocation of one (1) Administrative Services Manager classification at Salary Range 239 (\$7,106 - \$8,671) and the unallocation of one (1) HR Analyst II at Salary Range 212 (\$5,430 - \$6,627); and
5. Authorize Human Resources and Finance Department staff to amend such documents as may be necessary to effectuate such proposed changes.

ATTACHMENTS:

1. Job Description: Assistant City Manager
2. Job Description: Admin Services Manager
3. Job Description: Records Coordinator

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ASSISTANT CITY MANAGER

DEFINITION

The Assistant City Manager is an exempt management position. The Assistant City Manager, along with the Deputy City Manager, is a principal assistant to the City Manager; and as directed, acts for the City Manager in his/her absence; within the City Manager's office is responsible, in conjunction with the City Manager and Deputy City Manager, for managing the day-to-day activities of the various departments, with a focus on Community Development and Engineering and Project Management.

DISTINGUISHING CHARACTERISTICS

General supervision is received from the City Manager. Exercises supervisory responsibilities in conjunction with the City Manager and Deputy City Manager over professional and support staff, and City personnel. This is a department director position and serves as a member of the City's management team. The employee in this position works under the direction, is appointed by, and serves at the pleasure of the City Manager.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties are those which are non-essential job function for this class.

1. Serves as a principal assistant to the City Manager in a variety of administrative, coordinative, analytical and liaison capacities, and serves as Acting City Manager upon the request or absence of the City Manager and/or Deputy City Manager.
2. As assigned, either personally or through others, undertakes a variety of special studies and projects.
3. Serves as the Community Development Director, overseeing the divisions of Economic Development, Planning, Housing, and GIS.
4. Assists the City Manager in keeping the City Council apprised of municipal matters and intergovernmental issues for potential policy and/or public relations determinations.
5. As directed, provides management advice and assistance to operating departments, with a focus on Community Development and Engineering and Project Management.
6. Under the direction of the City Manager, exercises overall responsibility for the delivery of City services.
7. Assists the City Manager overseeing the preparation of the City Budget.

8. Coordinates department activities with those of other City departments.
9. Assists in identifying training needs and session planning. Develops strategies for same.
10. Assists in the formulation and implementation of City policies and procedures.
11. Interacts with other city and county agencies on a regular basis.
12. Interacts with the public on a regular basis and attends various city and public events.
13. Performs other duties as assigned by the City Manager.

EMPLOYMENT STANDARDS

Knowledge of:

Thorough knowledge of modern municipal government principles and practices, particularly as they apply to overall city government.

Skills:

1. General management skills to include goal setting, planning, organizing, staffing, decision making, coordinating, problem solving, conflict resolution, negotiations, budget preparation, and administration.
2. Excellent writing and speaking skills.

Education:

Bachelors degree from an accredited university or college in a field of study appropriate to municipal management. A Masters degree in public or business administration is desirable.

Experience:

A minimum of five years of progressively more responsible and varied experience in public management; municipal management experience preferred.

License:

Possession of a valid Class C California driver's license.

ADMINISTRATIVE SERVICES MANAGER

DEFINITION

Under administrative direction, administers all functions of the Human Resources and Risk Management programs; provides staff assistance to the Deputy City Manager and coordinates projects involving a variety of municipal operations.

DISTINGUISHING CHARACTERISTICS

This position serves as a member of the City's management team. The employee in this position works under the direction of the Deputy City Manager. For bargaining purposes, this position is unrepresented.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties are those which are non-essential job functions for this class.

Under the general direction of the Deputy City Manager:

1. Plans, organizes, and coordinates the administration of the personnel program including recruitment, selection, compensation, employee benefits, grievance/discipline, and employee relations components; supervises staff in the conduct of the program; consults with departmental staff on personnel issues; assists in collective bargaining, drafts and administers contract agreements; administers employee recognition programs.
2. Plans, organizes, and coordinates the administration of the risk management program including workers' compensation, employee benefits, general liability, and property insurance; coordinates City-wide safety program; investigates accidents and claims; oversees City's wellness program; consults with departmental representatives to minimize liability and prevent loss.
3. Develops and administers a variety of budgets including personnel and risk management; prepares and administers a variety of contracts; researches, prepares and reviews Council agenda items.
4. Responds to requests of the City Council; represents the City Manager and City with other government agencies and associations.
5. Represents and supports the policies and procedures established by the City Council and City Manager.

EMPLOYMENT STANDARDS

Education and/or Experience

Graduation from an accredited college with a Bachelor's degree in public administration, business administration or related field and five years of management level experience in public administration, personnel, labor relations, and/or risk management or any combination of training and experience that provides the desired knowledge and liabilities.

Knowledge of:

Laws, principals, and practices relating to public personnel administration including recruitment, selection, discipline, and employee relations; principles and practices of risk management; worker's compensation law; self-insured coverage plans; actuarial principles; administrative policy research techniques; current practices and trends in public administration; community needs and attitudes regarding City government; public relations techniques; supervision practices and principles.

Ability to:

Administer personnel and risk management programs; supervise staff, analyze and evaluate administrative problems; present facts, research findings and recommendations in a clear and concise manner; analyze unusual situations and resolve through application of City policy; develop comprehensive plans to satisfy future needs of City service; deal constructively with conflict and develop effective resolutions; plan, organize, and coordinate assigned program operations; understand and follow verbal and written directions; establish and maintain cooperative working relationships; communicate effectively, both verbally and in writing.

Special Requirements

Possession of or ability to obtain a valid California Driver's License.

Physical Demands

Sitting, standing, walking, some stooping and bending. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects up to 25 lbs., such as files, stacks of paper and other reference materials. Moving from place to place within the office; some reaching for items below and above desk level.

WORKING CONDITIONS

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, and noise. Video display terminal is used on occasional basis. Attendance of night meetings and travel throughout the State is required.

RECORDS COORDINATOR

DEFINITION

Under general supervision, performs general clerical and specialized record keeping duties within the Division of City Clerk; provides information and assistance to the public regarding requests for information and/or records; and performs related duties as required.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties (shown in italics) are those which are non-essential job functions for this class.

1. Under general direction, coordinates the maintenance of the City's records management system; sorts, prepares, and indexes City Council and related documents for scanning and filing; files a variety of City records both electronically and physically; performs data base searches; retrieves, prints and scans copies of documents.
2. Assists with the maintenance of official city records and archives including ordinances, resolutions, contracts, agreements, deeds, minutes, and other official records.
3. Conducts file searches for specific documents; photocopies reports and other documents; answers requests for file information; distributes documents; may shred documents as directed.
4. Coordinates the retrieval, protection, retention and destruction of all records in accordance with City policy and legal, financial, governmental, and historical requirements.
5. Under general supervision and in coordination with the Deputy City Manager, Deputy City Clerk and legal counsel when necessary, logs and responds in writing to a high volume of public records requests, ensuring compliance with government codes and policies.
6. As needed, attends City Council and other official city meetings to record official proceedings; assists with the preparation of minutes and other documents; assists with publications, filings, indexing and safekeeping of proceedings.
7. Assists with the preparation, organization, printing and distribution of the agenda and agenda packet materials for the City Council and other meetings.
8. Prepares official notifications to the public regarding public hearings, including legal advertising of notices.

9. Conducts special research projects as necessary; assists with the preparation of reports, council agendas and correspondence.

EMPLOYMENT STANDARDS

Education and/or Experience

Two years of clerical experience including filing and document processing, or any combination of training and experience that provides the desired knowledge and abilities.

Knowledge of:

Office methods and procedures; office equipment operation; public contact techniques.

Ability to:

Understand and follow verbal and written instructions; alphabetize or numerically/chronologically sort and file materials; work independently; operate a variety of office equipment; establish and maintain effective working relationships with superiors, peers, subordinates and the general public.

Special Requirements

Possession of or ability to obtain a valid California Driver's License may be required.

Physical Demands

Strength, dexterity, coordination, and vision to regularly use a keyboard and computer for prolonged periods; dexterity and coordination to handle files; occasional lifting of objects weighing up to 25 lbs; moving from place to place within the office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with some exposure to condition such as dust, fumes, odors, or noise. Computer is used on a daily basis. Periodic contact with angry and upset individuals, frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events. Possible attendance at evening meetings on infrequent basis.



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Amendment to Employee Pay & Benefit Plan - Unrepresented Management Employees

SOURCE: City Manager's Office

COMMENT:

As the City Council is aware, staff has been engaged in negotiations and has reached agreements with five of the City's employee bargaining units, those being the Management and Confidential Series, the Public Safety Support Unit, the Porterville City Employees Association, the Fire Officer Series, and the Porterville Peace Officers Association. Staff have now met with those employees who do not fall within the scope and purview of the Meyers-Milias-Brown Act, i.e., employees not designated for purposes of recognition and representation as an organized group for the purposes of bargaining. These unrepresented employees are those holding the positions of: Deputy City Manager, Assistant City Manager, Director, Police Chief, Fire Chief, Police Captain, Police Lieutenant, Deputy Fire Chief, Fire Battalion Chief, Fire Marshal, and Administrative Services Manager. Pursuant to Council direction, and as is past practice, the unrepresented employees were presented with a proposal consistent with the agreements reached with, and/or proposals made to, the other employee units. In order to mitigate compaction issues created by salary adjustments within other bargaining groups, as well as the establishment of a new executive classification, minor adjustments are proposed to salary ranges of those impacted classifications.

The unrepresented employees were agreeable to the City's proposal. As such, Council acceptance and approval of authorized changes in wages, benefits and conditions of employment are commonly made by amendments to those documents necessary to implement such changes. To this end, a draft Resolution is herein provided for consideration.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving changes to the Employee Pay and Benefit Plan concerning Unrepresented Management Employees; and
2. Direct staff to amend all other documentation as may be necessary to document and implement said authorized changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
FOR ALL UNREPRESENTED MISCELLANEOUS AND SAFETY
MANAGEMENT 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, the City Council agrees that unrecognized management employees, i.e., employees not designated for purposes of recognition and representation as an organized group for purposes of labor relations, should also be acknowledged through such amendments.

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 designated in the Executive Management group, including the positions of Deputy City Manager, Assistant City Manager, Director, Deputy Director, Police Chief, Fire Chief, Police Captain, Deputy Fire Chief, Police Lieutenant, Fire Battalion Chief, Fire Marshall, and Administrative Services Manager, hereinafter ("Unrepresented Employees") are 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, Unrepresented Management employees shall receive a five percent (5%) salary increase.

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

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

III. Employee Service Awards:

Effective the next full pay period upon ratification and adoption by the City Council, 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 in which the employee's anniversary date falls, in five year increments as identified above. Employee must work the full five-year increment to be eligible for said pay.

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

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

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

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

IV. Adjustments to Position Pay Plan

In order to mitigate salary compaction issues created by salary adjustments within other bargaining units and for internal parity, effective the next full pay-period after ratification and adoption by the City Council, salaries for the following positions shall be adjusted as follows:

<u>Fire Marshal:</u>	From Salary Range 222 to 232
<u>Administrative Services Director:</u>	From Salary Range 257 to 267
<u>Finance Director:</u>	From Salary Range 262 to 267
<u>Community Dev. Director:</u>	From Salary Range 262 to 267
<u>Parks & Leisure Svs. Director:</u>	From Salary Range 262 to 267
<u>Public Works Director:</u>	From Salary Range 267 to 277
<u>Fire Chief:</u>	From Salary Range 276 to 277
<u>Deputy City Manager:</u>	From Salary Range 277 to 282

- V. 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.
- VI. Educational Incentive/Certificate Pay
Effective the next full pay period following ratification and adoption by the City Council, Section II (L) of the Employee Pay & Benefit Plan shall be amended to include the following Certificate Pay:
- A. OSFM Certified Chief Officer: 5%
Compensation to sworn unrepresented management employees within the Fire Department who obtain and maintain a certificate through the Office of the State Fire Marshal.
- OSFM Instructor I OR
OSFM Fire Emergency Services Instructor I: 5%
Compensation to sworn unrepresented management employees within the Fire Department who obtain and maintain a certificate through the Office of the State Fire Marshal.
- OSFM Safety Officer Certification: OR
FEMA All Hazard Safety Officer: 5%
Compensation to sworn unrepresented management employees within the Fire Department who obtain and maintain the certificate through either the Office of the State Fire Marshal or FEMA.
- The certificate pay identified above is intended to compensate employees for the extra training, education and work associated with the respective certificate and is only compensable if a determination is made by the Fire Chief and/or City Manager that the certificate is beneficial to the City in its operations. Certificate pay is capped at 12.5%.
- B. OSFM Fire Inspector I: 2.5%
Compensation to unrepresented management employees in the classification of Fire Marshal for possession of the certificate through the Office of the State Fire Marshal.

OSFM Fire Inspector II: 2.5%

Compensation to unrepresented management employees in the classification of Fire Marshal for possession of the certificate through the Office of the State Fire Marshal.

OSFM Fire Marshal: 5%

Compensation to unrepresented management employees in the classification of Fire Marshal for possession of the certificate through the Office of the State Fire Marshal.

The certificate pay for identified above is intended to compensate employees for the extra training, education and work associated with the respective certificate and is only compensable if a determination is made by the Fire Chief that the certificate is beneficial to the City in its operations.

VII. Specialty Pay

Effective immediately, to the extent permissible by California law, including Labor Code Section 4850, payment of specialty pay earned due to standby and/or call back requirements of the employee shall be suspended for sworn unrepresented management employees within the Police and Fire Departments. Said suspension shall take effect 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. Life Insurance

Effective immediately, Life Insurance policies for unrepresented management employees in the classifications of Police Captain, Police Lieutenant, Deputy Fire Chief, Fire Battalion Chief, Fire Marshal, and Administrative Services Manager shall increase from \$50,000 to \$100,000.

IX. Uniform Allowance

Effective the next full pay period upon ratification and adoption by the City Council, the Uniform and Safety Equipment Allowance for sworn unrepresented management employees shall be paid within 24 equal installments; and said allowance shall also be increased to \$1,200 for sworn unrepresented management employees within the Police Department.

X. 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 unrepresented management employees.

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

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ATTEST:

John D. Lollis, City Clerk

By: _____
Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Conflict of Interest Code Amendment

SOURCE: Administrative Services

COMMENT: The Political Reform Act requires every local government to review its Conflict of Interest Code on a biennial basis. A Conflict of Interest Code identifies which public officials, governmental employees and consultants must file Fair Political Practices Commission (FPPC) economic disclosure forms and sets forth the level of such disclosures. Government Code Section 87300 requires that the agencies' code reviewing body submit a biennial report identifying whether changes are warranted, and if so, what those changes entail.

The City Council, as the code reviewing body, accepted the City's Biennial Report for 2022 at its regular meeting of September 6, 2022. Said report concluded that an amendment to the City's Conflict of Interest Code was necessary. The recommended revisions pertain to changes in the list of designated employees only.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the amended City of Porterville Conflict of Interest Code for 2022.

ATTACHMENTS:

1. Draft Conflict of Interest Code 2022
2. Draft Resolution
3. California Government Code 87300

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

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

RESOLUTION NO. _____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ADOPTING AMENDMENT NO. 12 TO THE
CITY'S CONFLICT OF INTEREST CODE

WHEREAS, Government Code Sections 87300 et seq. require that local agencies biennially review their Conflict of Interest Codes and submit to their code reviewing body a report identifying whether changes are warranted, and if so, what the proposed changes are; and

WHEREAS, at its regular meeting of September 6, 2022, the City Council of the City of Porterville's code reviewing body accepted the City's 2022 Biennial Report which concluded that an amendment to the City's Conflict of Interest Code was necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Conflict of Interest Code for the City of Porterville, attached hereto as Exhibit A is hereby adopted; and

BE IT FURTHER RESOLVED by the City Council of the City of Porterville that the City Manager, as Administrative Supervisor, is hereby authorized to execute said document.

PASSED, APPROVED AND ADOPTED this 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

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.

EXHIBIT A

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;

EXHIBIT A

- 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

EXHIBIT A

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

EXHIBIT 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:

EXHIBIT A

- 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

EXHIBIT A

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

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:

Assistant 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

- 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

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.)



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

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

SOURCE: City Manager's Office

COMMENT:

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

RECOMMENDATION: That the City Council consider adoption of the draft Resolution to continue allowing the option to participate in the City's public meetings remotely through the use of the teleconferencing provisions of AB 361.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY ASSEMBLY
BILL 361 ISSUED ON SEPTEMBER 16, 2021, AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF ALL LEGISLATIVE BODIES OF THE CITY OF
PORTERVILLE FOR THE PERIOD OF THIRTY (30) DAYS PURSUANT TO BROWN
ACT PROVISIONS

WHEREAS, the City Council is committed to preserving and nurturing public access and participation in meetings of all City of Porterville legislative bodies; and,

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(s), subject to the existence of certain conditions; and,

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme period to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, it is further required that State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, a State of Emergency has been proclaimed by the Governor of the State of California; and,

WHEREAS, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

WHEREAS, as a consequence of the State emergency, the City does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with paragraph three (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph two (2) of subdivision (c) of section 54953; and,

WHEREAS, the City will give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,

WHEREAS, the legislative body will not take any further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and,

WHEREAS, the legislative body will not require public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and,

WHEREAS, the legislative body will not close the public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed as specified.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Porterville as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and,

SECTION 2. Ratification of Governor's Proclamation of a State of Emergency. The City hereby ratifies the Governor of the State of California's Proclamation of March 2, 2020; and,

SECTION 3. Remote Teleconference Meetings. The City Manager and legislative bodies of City of Porterville are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and,

SECTION 4. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of October 20, 2022, or such time the Council adopts a subsequent Resolution in accordance with Government Code section 54953 (e)(3) to extend the time during which the legislative bodies of City of Porterville may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED this 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT:

At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of September 6, 2022, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide twenty-five percent (25%) reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a twenty-five (25%) reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016.

The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from thirty-two percent (32%) to twenty-six percent (26%), due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a

localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of fifty-five (55) gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to fifty (50) gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City will need to submit its plan for compliance for approval by the State Water Resources Control Board.

On March 5, 2021, Secretary Vilsack of the United States Department of Agriculture federally-designated Tulare County as a primary natural disaster area due to ongoing drought conditions. On April 21, 2021, Governor Newsom issued a State of Emergency Proclamation due to drought conditions, including Tulare County. On April 27, 2021, the Tulare County Board of Supervisors adopted a Resolution Proclaiming a Local Emergency due to severe drought conditions. On January 4, 2022, the State Water Resources Control Board adopted emergency regulations to supplement voluntary water conservation.

On March 28, 2022, Governor Newsom issued Executive Order N-7-22, that requires the state's largest water providers (including the City of Porterville) to put in place "Level 2" of water shortage contingency plans, which the City is currently in "Level 4." On June 10, 2022, the State Water Resources Control Board adopted emergency regulations to prohibit the watering of nonfunctional or purely decorative grass in commercial, industrial or institutional properties with potable water.

Initially within the city of Porterville, twenty-six (26) residences within the city were determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB)

and non-profit partners continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide initial source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to five hundred (500) single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (80) residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes. On May 7, 2022, Tulare County OES notified the City that due to deteriorating conditions across the county involving small water systems dependent upon the Friant-Kern Canal that may result in the complete lack of water or "Do Not Drink" orders, the State and County may have to invoke the provision of water from the well.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (70), which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at its meeting on Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016.

County staff had previously indicated that the well would be in service and

connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, twenty-three (23) of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible eight hundred (800) residences in East Porterville to the City's water system.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated needs.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the forty-one (41) connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30, 2019, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019. At its meeting on April 21, 2020, the Council conducted a Public Hearing and approved Resolutions of approval of the environmental determination and amendment to the UDB to facilitate annexation. At its meeting on June 1, 2021, the Council approved the State Water Board funding agreement for the development of a City-owned production well, distribution mains and water meters to serve each customer, as well as fire hydrants. On July 20, 2021, the City received notification from the State Water Board that the Akin/Central Water Consolidation Project funding agreement had been formally approved and executed.

DDW has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves fourteen (14) residences and approximately forty-five (45) people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the thirty-one (31) residences the system serves. DDW is wishing to provide financial support to upgrade the

small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. City of Porterville Resolution Declaring Local Drought Emergency: May 5, 2015
2. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
3. State of California State of Emergency Proclamation: April 21, 2021
4. County of Tulare Drought Local Emergency Resolution: April 27, 2021
5. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
6. Governor Newsom Executive Order N-7-22: March 28, 2022
7. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
8. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

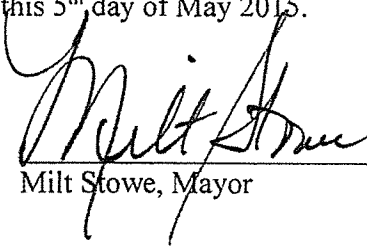
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

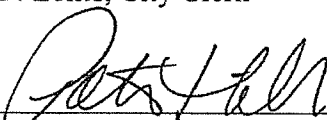
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

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

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

The Honorable Gavin Newsom
Governor
State of California
Sacramento, California 95814

Dear Governor Newsom:

In accordance with 7 CFR 759.5(a), I am designating 50 California counties as primary natural disaster areas due to a recent drought.

According to the U.S. Drought Monitor (see <http://droughtmonitor.unl.edu/>), these counties suffered from a drought intensity value during the growing season of 1) D2 Drought-Severe for 8 or more consecutive weeks or 2) D3 Drought-Extreme or D4 Drought-Exceptional.

In accordance with section 321(a) of the Consolidated Farm and Rural Development Act, additional areas of your state and adjacent states are named as contiguous disaster counties. Enclosed you will find documentation that provides a detailed list of all primary and contiguous counties impacted by this disaster.

A Secretarial disaster designation makes farm operators in primary counties and those counties contiguous to such primary counties eligible to be considered for certain assistance from the Farm Service Agency (FSA), provided eligibility requirements are met. This assistance includes FSA emergency loans. Farmers in eligible counties have 8 months from the date of a Secretarial disaster declaration to apply for emergency loans. FSA considers each emergency loan application on its own merits, taking into account the extent of production losses on the farm and the security and repayment ability of the operator.

Local FSA offices can provide affected farmers with further information.

Sincerely,

A handwritten signature in blue ink, reading "Tom J. Vilsack", is positioned above the printed name of the Secretary.

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

California	(50)			
Alameda	Glenn	Marin	Riverside	Solano
Alpine	Humboldt	Mariposa	Sacramento	Sonoma
Amador	Imperial	Mendocino	San Bernardino	Stanislaus
Butte	Inyo	Merced	San Francisco	Sutter
Calaveras	Kern	Modoc	San Joaquin	Tehama
Colusa	Kings	Mono	San Mateo	Trinity
Contra Costa	Lake	Napa	Santa Clara	Tulare
Del Norte	Lassen	Nevada	Shasta	Tuolumne
El Dorado	Los Angeles	Placer	Sierra	Yolo
Fresno	Madera	Plumas	Siskiyou	Yuba

Contiguous Counties:

California	(8)		
Monterey	San Benito	San Luis Obispo	Santa Cruz
Orange	San Diego	Santa Barbara	Ventura

In addition, in accordance with section 321(a) of the Consolidated Farm and Rural Development Act, counties in adjacent states are named as contiguous disaster areas. Those states, counties, and numbers are:

Contiguous Counties in Adjacent States:

Arizona	(3)		
La Paz	Mohave	Yuma	
Nevada	(8)		
Clark	Esmeralda	Mineral	Washoe
Douglas	Lyon	Nye	Carson City
Oregon	(5)		
Curry	Josephine	Lake	
Jackson	Klamath		

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment and economy, and California must therefore improve drought resiliency and prepare to respond to more frequent, prolonged, and intense dry periods; and

WHEREAS much of the West is experiencing severe to exceptional drought and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts; and

WHEREAS drought conditions vary across the State and some watersheds, including the Russian River and Klamath Basin, are extremely dry and are facing substantial water supply and ecosystem challenges; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Russian River Watershed, located within Mendocino and Sonoma counties, to ensure the protection of health, safety, and the environment; and

WHEREAS experience in the last drought has demonstrated the value of preparing earlier for potential sustained dry conditions, the need to improve our monitoring and forecasting capabilities, and many other lessons that are captured in the Administration's *Report to the Legislature on the 2012-2016 Drought*; and

WHEREAS the State and its many partners have strengthened drought resilience since the last drought including state investments in water management systems, implementation of the Sustainable Groundwater Management Act, establishment of the Safe and Affordable Fund for Equity and Resilience Program, development of the Administration's *Water Resilience Portfolio*, and continued water conservation by Californians whose current statewide urban water use is 16% lower than at the beginning of the last drought; and

WHEREAS state agencies have been actively responding to current drought conditions and preparing for the possibility of a third dry year including through convenings of the interagency drought team, which was established at my direction, to organize, focus, and track changing conditions, coordinate state agency responses, and work closely with partners across the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions within the Russian River Watershed, and under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions of the Russian River Watershed, located within Mendocino and Sonoma counties.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

1. To further the success of California's water conservation efforts and increase our drought preparedness, state agencies shall partner with local water districts and utilities to make all Californians aware of drought, and encourage actions to reduce water usage by promoting the Department of Water Resources' Save Our Water campaign (<https://saveourwater.com>) and other water conservation programs.
2. To continue coordination with partners across the State for the potential of prolonged drought impacts, the Department of Water Resources, the State Water Resources Control Board (Water Board), the Department of Fish and Wildlife, and the Department of Food and Agriculture shall work with regional and local governments, including groundwater sustainability agencies, to identify watersheds, communities, public water systems, and ecosystems that may require coordinated state and local actions to address issues stemming from continued dry conditions, to ensure that we can respond to water shortages and protect people, natural resources and economic activity.
3. To continue partnership and coordination with Californian Native American tribes, state agencies shall engage in consultation, collaboration, and communication with California Native American tribes to assist them in necessary preparation and response to drought conditions on tribal lands and potential impacts to cultural and traditional resources within ancestral lands.
4. To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:
 - a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
 - b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
 - c. Recommend additional financial support for water resilience infrastructure projects and actions for potential inclusion in the upcoming May Revision.

5. To increase resilience of our water supplies during drought conditions, the Department of Water Resources shall:
 - a. Work with counties to encourage reporting of household water shortages, such as dry residential wells, on the website the Department maintains for that purpose, to enable tracking of drought impacts.
 - b. Work with counties, and groundwater sustainability agencies as appropriate, to help ensure that well drillers submit required groundwater well logs for newly constructed and deepened wells in a timely manner.
 - c. Work with agricultural water suppliers and agricultural water users to provide technical assistance, including implementation of efficient water management practices and use of technology such as the California Irrigation Management Information System.
 - d. Work with urban and agricultural water suppliers to encourage timely submittal by water districts and public posting of urban water management and water shortage contingency plans and agricultural water management and drought plans.
 - e. Accelerate updating the land subsidence data it is providing to support implementation of the Sustainable Groundwater Management Act.
6. To increase resilience of our water systems during drought conditions, the Water Board shall:
 - a. Use its authority, provide technical assistance, and where feasible provide financial assistance, to support regular reporting of drinking water supply well levels and reservoir water levels where the Water Board determines that there is risk of supply failure because of lowering groundwater levels or reservoir levels that may fall below public water system intakes.
 - b. Prioritize the permitting of public water systems that anticipate the need to activate additional supply wells where water quality is a concern and treatment installation needs to proceed to relieve a system's potential supply concerns.
 - c. Provide annual water demand data, information on water right priority, and other communications on water availability on its website.
 - d. Identify watersheds where current diversion data is insufficient to evaluate supply impacts caused by dry conditions, and take actions to ensure prompt submittal of missing data in those watersheds.
7. To address the acutely dry conditions in the Russian River Watershed, the Water Board shall consider:
 - a. Modifying requirements for reservoir releases or diversion limitations in that watershed to ensure adequate, minimal water supplies for critical purposes.
 - b. Adopting emergency regulations to curtail water diversions when water is not available at water rights holders' priority of right or to protect releases of stored water.

For purposes of carrying out this directive, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are suspended in the counties of Mendocino and Sonoma to the extent necessary to address the impacts of the drought in the Russian River Watershed. The Water Board shall identify the projects

eligible for the suspensions pursuant to this paragraph and maintain on its websites a list of the activities or approvals for which these provisions are suspended.

8. To ensure that equipment and services necessary for drought response in the Russian River Watershed can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Russian River Watershed, located within Mendocino and Sonoma counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
9. To increase the resilience of our natural habitats to protect vulnerable species during drought conditions, the Department of Fish and Wildlife shall:
 - a. Evaluate and take actions to protect terrestrial and aquatic species and, wherever possible, work with water users and other parties on voluntary measures to protect species.
 - b. Work to improve State hatcheries and increase water use efficiency on State wildlife areas and ecological reserves to maintain habitat for vulnerable species.
 - c. Respond to human-wildlife interactions related to ongoing dry conditions and increase public messaging and awareness.
 - d. Work with commercial and recreational salmon fishing and tribal representatives to anticipate and develop strategies to mitigate and respond to salmon fishery impacts, with particular emphasis on addressing impacts to salmon fisheries in the Klamath Basin.
10. To support our agricultural economy and food security during drought conditions, the Department of Food and Agriculture shall:
 - a. Provide technical assistance to support conservation planning, on-farm water and energy conservation practices and technologies, including augmenting the State Water Efficiency and Enhancement Program.
 - b. Conduct an economic analysis of drought impacts to agriculture, including land use, jobs, and rural food economies, expanding on existing research done in the last drought to include thorough regional analysis especially in the Central Valley, and in the implementation of the Sustainable Groundwater Management Act and alternative land uses for fallowed land.
 - c. Maintain a web page with drought resources for farmers and ranchers, including the United States Department of Agriculture and other federal and state resources.
 - d. Work with federal agencies to assist Klamath Basin farmers and ranchers contending with reduced water supplies.
11. To ensure the potential impacts of drought on communities are anticipated and proactively addressed, the Department of Water Resources, in coordination with the Water Board, shall develop groundwater management principles and strategies to monitor, analyze, and minimize impacts to drinking water wells.
12. To provide critical information on the different drought conditions across the State, the Department of Water Resources, in consultation with the Department of Fish and Wildlife, the Department of Food and Agriculture,

and the Water Board, shall develop a California Drought Monitor by December 31, 2021, as recommended in the Administration's Report to the Legislature on the 2012-2016 Drought.

13. To prepare for potential salinity issues in the Delta, the Department of Water Resources, in consultation with the Water Board, the Department of Fish and Wildlife, the Delta Stewardship Council, and the Central Valley Flood Protection Board, shall initiate actions necessary to prepare for and address potential Delta salinity issues during prolonged drought conditions.

14. To prepare for potential impacts of drought conditions on species, the Water Board and the Department of Fish and Wildlife shall work with federal agency partners to manage temperature conditions for the preservation of fish in the Sacramento River downstream of Shasta Dam while balancing water supply needs.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of April 2021



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

RESOLUTION PROCLAIMING A LOCAL EMERGENCY BY THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF A)
LOCAL EMERGENCY DUE TO)
SEVERE DROUGHT CONDITIONS)

RESOLUTION NO. 2021-0290

WHEREAS, California's most recent drought spanning from approximately 2012 to 2018 required the proclamation of a Local Emergency by the County of Tulare from February 2014 to November 2019, as well as a Governor's State of Emergency and the combined resources of multiple local, state, and federal agencies, commercial entities, and non-profit organizations to mitigate; and

WHEREAS, over 3,000 failed or dry wells – including private domestic, community, and agricultural wells – were reported to Tulare County from 2014 to 2017 as a result of the prior drought, causing significant health, safety, and economic issues for Tulare County residents and businesses; and

WHEREAS, well over \$100 million in emergency relief and permanent infrastructure projects were expended to mitigate the effects of the prior drought; and

WHEREAS, a hydrological year ("water year") runs from October 1 to September 30 of the following year; and

WHEREAS, the current water year beginning October 1, 2020 is, to date, the third-driest on record, with potential to become the driest on record without significant additional precipitation which is unlikely to occur during the traditionally dry months; and

WHEREAS, the United States Drought Monitor shows that 94.51% of Tulare County is currently experiencing "Extreme Drought" (D3) conditions and the remaining 5.49% is in "Severe Drought" (D2) conditions, and the County of Tulare anticipates that these conditions will progress to "Exceptional Drought" (D4) conditions as occurred in the prior drought based on the current Southern Sierra snowpack measured at only 15% of historical average for April 1st, drastically reduced surface water allocations on the State Water Project and Central Valley Project, and correspondingly low water levels in local reservoirs; and

WHEREAS, surface water supply constraints create a demonstrable and unsustainable increase in demand for groundwater which is likely to cause additional dry wells for community water systems, private domestic wells, and agricultural wells, creating economic hardships and conditions of extreme peril to the health and safety of individuals within Tulare County requiring the combined forces of all levels of government to mitigate; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency; and

WHEREAS, Section 1-15-1005 of the Tulare County Ordinance Code defines "emergency" to include "the actual or threatened existence of conditions of disaster or of

extreme peril to the safety of persons and property within [Tulare] County caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of [Tulare] County, requiring the combined forces of other political subdivisions to combat"; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said Tulare County due to drought which has created conditions of disaster and extreme peril to the safety of persons and property within the County, and that such conditions are or are likely to be beyond the control of the services, personnel, equipment, and/or facilities of this County, thus requiring the combined forces of other political subdivisions to combat; and

IT IS FURTHER PROCLAIMED that this local emergency is proclaimed pursuant to the California Emergency Services Act, California Government Code §8550 et seq.; and

IT IS REQUESTED that the Governor of the State of California find and proclaim Tulare County to be in a State of Emergency, and make available any and all material and financial support and resources necessary to combat the conditions of disaster, including but not limited to California Disaster Assistance Act funding for emergency protective measures and increased funding to relevant programs of the State Water Resources Control Board and Department of Water Resources; and

IT IS FURTHER REQUESTED that the Governor waive and all regulations and statutes that may hinder response to this emergency; and

IT IS PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Tulare County shall be those prescribed by State law, by ordinances and resolutions of Tulare County, and by the Tulare County Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

UPON MOTION OF SUPERVISOR MICARI, SECONDED BY SUPERVISOR TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 27, 2021, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS MICARI, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND

NOES: NONE

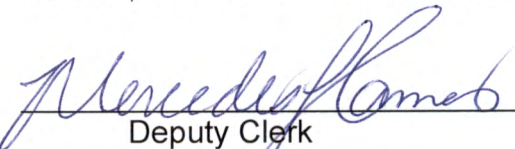
ABSTAIN: NONE

ABSENT: NONE

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS



BY:


Deputy Clerk

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](https://www.saveourwater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION

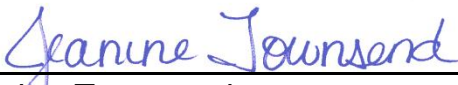
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

WHEREAS on April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions; and

WHEREAS climate change continues to intensify the impacts of droughts on our communities, environment, and economy, and California is in a third consecutive year of dry conditions, resulting in continuing drought in all parts of the State; and

WHEREAS the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record; and

WHEREAS since my October 19, 2021 Proclamation, early rains in October and December 2021 gave way to the driest January and February in recorded history for the watersheds that provide much of California's water supply; and

WHEREAS the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the two largest reservoirs of the Central Valley Project, which supplies water to farms and communities in the Central Valley and the Santa Clara Valley and provides critical cold-water habitat for salmon and other anadromous fish, have water storage levels that are approximately 1.1 million acre-feet below last year's low levels on this date; and

WHEREAS the record-breaking dry period in January and February and the absence of significant rains in March have required the Department of Water Resources to reduce anticipated deliveries from the State Water Project to 5 percent of requested supplies; and

WHEREAS delivery of water by bottle or truck is necessary to protect human safety and public health in those places where water supplies are disrupted; and

WHEREAS groundwater use accounts for 41 percent of the State's total water supply on an average annual basis but as much as 58 percent in a critically dry year, and approximately 85 percent of public water systems rely on groundwater as their primary supply; and

WHEREAS coordination between local entities that approve permits for new groundwater wells and local groundwater sustainability agencies is important to achieving sustainable levels of groundwater in critically overdrafted basins; and

WHEREAS the duration of the drought, especially following a multiyear drought that abated only five years ago, underscores the need for California to redouble near-, medium-, and long-term efforts to adapt its water management and delivery systems to a changing climate, shifting precipitation patterns, and water scarcity; and

WHEREAS the most consequential, immediate action Californians can take to extend available supplies is to voluntarily reduce their water use by 15 percent from their 2020 levels by implementing the commonsense measures identified in operative paragraph 1 of Executive Order N-10-21 (July 8, 2021); and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 Proclamations remain in full force and effect, except as modified by those Proclamations and herein. State agencies shall continue to implement all directions from those Proclamations and accelerate implementation where feasible.
2. To help the State achieve its conservation goals and ensure sufficient water for essential indoor and outdoor use, I call on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out. The statewide Save Our Water conservation campaign at [SaveOurWater.com](https://www.SaveOurWater.com) provides simple ways for Californians to reduce water use in their everyday lives. Furthermore, I encourage Californians to understand and track the amount of water they use and measure their progress toward their conservation goals.
3. By May 25, 2022, the State Water Resources Control Board (Water Board) shall consider adopting emergency regulations that include all of the following:
 - a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water

supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code;

- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2), by a date to be set by the Water Board; and
- c. A requirement that each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources implement, at a minimum, shortage response actions established by the Water Board, which shall take into consideration model actions that the Department of Water Resources shall develop for urban water supplier water shortage contingency planning for Level 2, by a date to be set by the Water Board.

To further conserve water and improve drought resiliency if the drought lasts beyond this year, I encourage urban water suppliers to conserve more than required by the emergency regulations described in this paragraph and to voluntarily activate more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

- 4. To promote water conservation, the Department of Water Resources shall consult with leaders in the commercial, industrial, and institutional sectors to develop strategies for improving water conservation, including direct technical assistance, financial assistance, and other approaches. By May 25, 2022, the Water Board shall consider adopting emergency regulations defining “non-functional turf” (that is, a definition of turf that is ornamental and not otherwise used for human recreation purposes such as school fields, sports fields, and parks) and banning irrigation of non-functional turf in the commercial, industrial, and institutional sectors except as it may be required to ensure the health of trees and other perennial non-turf plantings.
- 5. In order to maximize the efficient use of water and to preserve water supplies critical to human health and safety and the environment, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended, with respect to the directives in paragraphs 3 and 4 of this Order and any other projects and activities for the purpose of water conservation to the extent necessary to address the impacts of the drought, and any permits necessary to carry out such projects or activities. Entities that desire to conduct activities under this suspension, other than the directives in paragraphs 3 and 4 of this Order, shall first request that the Secretary of the Natural Resources Agency make a determination that the proposed activities are eligible to be conducted under this suspension. The Secretary shall use sound discretion in applying this Executive Order to ensure that the suspension serves the purpose of accelerating conservation projects that are necessary to address impacts of the drought, while at the same time

protecting public health and the environment. The entities implementing these directives or conducting activities under this suspension shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

6. To support voluntary approaches to improve fish habitat that would require change petitions under Water Code section 1707 and either Water Code sections 1425 through 1432 or Water Code sections 1725 through 1732, and where the primary purpose is to improve conditions for fish, the Water Board shall expeditiously consider petitions that add a fish and wildlife beneficial use or point of diversion and place of storage to improve conditions for anadromous fish. California Code of Regulations, title 23, section 1064, subdivisions (a)(1)(A)(i)-(ii) are suspended with respect to any petition that is subject to this paragraph.
7. To facilitate the hauling of water for domestic use by local communities and domestic water users threatened with the loss of water supply or degraded water quality resulting from drought, any ordinance, regulation, prohibition, policy, or requirement of any kind adopted by a public agency that prohibits the hauling of water out of the water's basin of origin or a public agency's jurisdiction is hereby suspended. The suspension authorized pursuant to this paragraph shall be limited to the hauling of water by truck or bottle to be used for human consumption, cooking, or sanitation in communities or residences threatened with the loss of affordable safe drinking water. Nothing in this paragraph limits any public health or safety requirement to ensure the safety of hauled water.
8. The Water Board shall expand inspections to determine whether illegal diversions or wasteful or unreasonable use of water are occurring and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
9. To protect health, safety, and the environment during this drought emergency, a county, city, or other public agency shall not:
 - a. Approve a permit for a new groundwater well or for alteration of an existing well in a basin subject to the Sustainable Groundwater Management Act and classified as medium- or high-priority without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability

Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; or

- b. Issue a permit for a new groundwater well or for alteration of an existing well without first determining that extraction of groundwater from the proposed well is (1) not likely to interfere with the production and functioning of existing nearby wells, and (2) not likely to cause subsidence that would adversely impact or damage nearby infrastructure.

This paragraph shall not apply to permits for wells that will provide less than two acre-feet per year of groundwater for individual domestic users, or that will exclusively provide groundwater to public water supply systems as defined in section 116275 of the Health and Safety Code.

10. To address household or small community drinking water shortages dependent upon groundwater wells that have failed due to drought conditions, the Department of Water Resources shall work with other state agencies to investigate expedited regulatory pathways to modify, repair, or reconstruct failed household or small community or public supply wells, while recognizing the need to ensure the sustainability of such wells as provided for in paragraph 9.
11. State agencies shall collaborate with tribes and federal, regional, and local agencies on actions related to promoting groundwater recharge and increasing storage.
12. To help advance groundwater recharge projects, and to demonstrate the feasibility of projects that can use available high water flows to recharge local groundwater while minimizing flood risks, the Water Board and Regional Water Quality Control Boards shall prioritize water right permits, water quality certifications, waste discharge requirements, and conditional waivers of waste discharge requirements to accelerate approvals for projects that enhance the ability of a local or state agency to capture high precipitation events for local storage or recharge, consistent with water right priorities and protections for fish and wildlife. For the purposes of carrying out this paragraph, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, and Chapter 3 (commencing with section 85225) of Part 3 of Division 35 of the Water Code and regulations adopted pursuant thereto are hereby suspended to the extent necessary to address the impacts of the drought. This suspension applies to (a) any actions taken by state agencies, (b) any actions taken by local agencies where the state agency with primary responsibility for the implementation of the directives concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b). The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.
13. With respect to recharge projects under either Flood-Managed Aquifer Recharge or the Department of Water Resources Sustainable

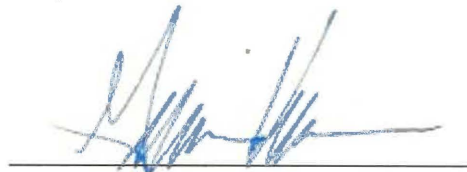
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water Resources concurs that local action is required, and (c) permits necessary to carry out actions under (a) or (b), Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are hereby suspended to the extent necessary to address the impacts of the drought. The entities implementing these directives shall maintain on their websites a list of all activities or approvals for which these provisions are suspended.

14. To increase resilience of state water supplies during prolonged drought conditions, the Department of Water Resources shall prepare for the potential creation and implementation of a multi-year transfer program pilot project for the purpose of acquiring water from willing partners and storing and conveying water to areas of need.
15. By April 15, 2022, state agencies shall submit to the Department of Finance for my consideration proposals to mitigate the worsening effects of severe drought, including emergency assistance to communities and households and others facing water shortages as a result of the drought, facilitation of groundwater recharge and wastewater recycling, improvements in water use efficiency, protection of fish and wildlife, mitigation of drought-related economic or water-supply disruption, and other potential investments to support short- and long-term drought response.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 28th day of March 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

Government Code Sections 11346.1 and
11349.6

OAL Matter Number: 2022-0606-03

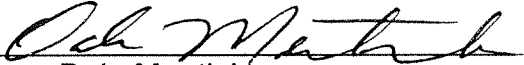
OAL Matter Type: Emergency (E)

This emergency action by the State Water Resources Control Board adopts a new regulation which requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources and to implement Level 2 demand reduction actions (actions intended to result in a 10 to 20 percent savings). The regulation bans the irrigation of non-functional turf with potable water in commercial, industrial, and institutional sectors and establishes that such irrigation is an infraction punishable by a fine of up to five hundred dollars for each day in which the violation occurs pursuant to Water Code section 1058.5(d).

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code. Pursuant to Water Code section 1058.5(b), the Finding of Emergency in this matter was exempt from Office of Administrative Law Review.

This emergency regulatory action is effective on 6/10/2022 and, pursuant to Water Code section 1058.5(c), will expire on 6/10/2023. The Certificate of Compliance for this action is due no later than 6/9/2023.

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive
Director

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER 2022	EMERGENCY NUMBER -0606-03E
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For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:18

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (If any)

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

JUN 10 2022

2:06 PM

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

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

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

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

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

SIGNATURE OF AGENCY HEAD OR DESIGNEE

Eric Oppenheimer

Digitally signed by Eric Oppenheimer
Date: 2022.06.06 14:24:44 -0700

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

Eric Oppenheimer, Chief Deputy Director, State Water Resources Control Board

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) "Commercial, industrial and institutional" refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.

(2) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(3) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(4) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(5) "Non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) "Plant factor" has the same meaning as in section 491.

(7) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(8) "Turf" has the same meaning as in section 491.

(9) "Urban water supplier" has the same meaning as Water Code section 10617.

(10) "Water shortage contingency plan" means the plan required by Water Code section 10632.

(b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1

of the Water Code no later than June 1, 2022 or the effective date of this section, whichever comes later, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.

(c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2).

(2) Notwithstanding subdivision (c)(1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.

(3) Notwithstanding subdivision (c)(1), an urban water supplier may implement the actions identified in subdivision (d) in lieu of implementing the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code section 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), provided the supplier meets all of the following:

(i) The supplier's annual water supply and demand assessment submitted to the Department of Water Resources demonstrates an ability to maintain reliable supply until September 30, 2023.

(ii) The supplier does not rely on, for any part of its supply, the Colorado River, State Water Project, or Central Valley Project, and no more than ten (10) percent of its supply comes from critically overdrafted groundwater basins as designated by the Department of Water Resources.

(iii) The supplier's average number of gallons of water used per person per day by residential customers for the year 2020 is below 55 gallons, as reported to the Board in the Electronic Annual Report.

(d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented all demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten (10) to twenty (20) percent (Level 2), implement at a minimum the following actions:

(1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.

(2) Implement and enforce a rule or ordinance limiting landscape irrigation with potable water to no more than two (2) days per week and prohibiting landscape irrigation with potable water between the hours of 10:00 a.m. and 6:00 p.m.

(3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.

(e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

(2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

(3) Notwithstanding subdivision (e)(1), an urban water supplier may approve a request for continued irrigation of non-functional turf where the user certifies that the turf is a low water use plant with a plant factor of 0.3 or less, and demonstrates the actual use is less than 40% of reference evapotranspiration.

(f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 377, 491, 1058.5, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



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

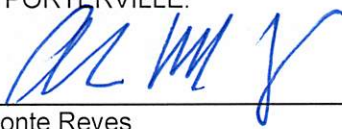
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

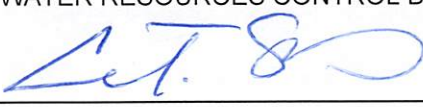
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 20, 2022

SUBJECT: Consideration of Appointments to Library & Literacy Commission

SOURCE: Administrative Services

COMMENT: Two Commissioners on the Library and Literacy Commission have 3-year terms expiring at the end of the month:

- Kim Baumgardner

- Susan Uptain

Commissioners Baumgardner and Uptain have conveyed their interest in continuing to serve on the Commission, and have submitted Requests for Re-Appointment for the City Council's consideration.

On May 20, 2022, Commission Chair Catherine May tendered her resignation, thereby creating a vacancy on the Commission. A copy of Chair May's resignation letter is herein provided.

On July 11, 2022, Commissioner Karen Stover also tendered her resignation, thereby creating a vacancy on the Commission. A copy of Commissioner Stover's resignation letter has also been provided.

Due to the resignations, there are currently two vacancies on the commission with terms expiring in October of 2025.

Staff is in receipt of two Requests for Appointments from Sonya Lopez and Fernando Serrano, a copy of which is provided for Council's consideration. City staff has confirmed both applicants reside within city limits and therefore meet the eligibility requirements.

The Commission is comprised of seven members and serves in an advisory capacity, making recommendations to the City Council on policy and overall goals and objectives for the library. Generally, the Commission meets once per month, with a hiatus during the months of June and July. To be eligible for appointment, individuals must be a resident of the city of Porterville.

RECOMMENDATION: That the City Council consider the re-appointments of Kim Baumgardner and Susan Uptain to the Library & Literacy Commission for a term to expire in October 2025; and appointments of Sonya Lopez and Fernando Serrano to the two vacant seats expiring in October 2025.

ATTACHMENTS:

1. Catherine E. May Resignation
2. Karen Stover Resignation
3. Request for Appointment: Kim Baumgardner
4. Request for Appointment: Sonya Lopez
5. Request for Appointment: Fernando Serrano
6. Request for Appointment: Susan Uptain

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

Monday, May 2, 2022

Dear Madam Mayor Flores,

With deep regret, I am resigning my position as a Commissioner on the Library and Literacy Commission as of May 31, 2022. I will be moving to Indio, California to live near my sister.

I have enjoyed my years of service on the Library and Literacy Commission advocating for our City's Library. I commend the diligent work our City Librarian, Vikki Cervantes, and her creative library staff for all they have been able to do for the people of Porterville. My heart was broken like many others in our community with the tragic loss of our beloved library and the two valiant firefighters. This extreme loss has been lessened by the City's desire to push forward to build a new library facility. I will be staying in touch and hope to be able to come back in a few years to tour this new library.

Thank you, Mayor Flores and the rest of the City Council Members for your support and many kindnesses.

Sincerely,

Catherine E. May

Catherine E. May



July 6, 2022

Mayor Flores and Members of Porterville City Council,

After much thought and consideration, I have decided to resign from the Library and Literacy Commission. Although it has been a valuable experience, I am going to seek an alternate venue for my volunteer hours.

I wish to thank all the members of the Commission for their dedication, and sincere desire to further literacy in our community. I would also like to thank the City Council for giving me the opportunity to serve. Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Karen Stover".

Karen Stover

RECEIVED

JUL 11 2022

CITY OF PORTERVILLE
CITY MANAGER



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: Kim Baumgardner
(Please Print)

Appointment to: Porterville Library and Literacy
(Name of Board, Commission, or Committee)
Commission

☒ Reappointment; or IF NEW, Please provide:

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own

☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville Resident:

Select District:

Registered Voter:

☒ Yes

☐ 1 ☒ 2 ☐ 3

☒ Yes

☐ No

☐ 4 ☐ 5

☐ No

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

Currently serving on Porterville Library and Literacy Commission; Retired teacher, PUSD; Avid reader and Library patron; Enthusiastic Book Club member; Barn Theater and 12 Step Club volunteer; Supporter of both libraries and literacy in our community.

Please tell us why you are interested in this position.

Having completed my first term as a city commissioner, I hope to further demonstrate support for Libraries and Literacy in our community by continuing to serve on Porterville's Library and Literacy Commission.

☐ Resume attached

☐ Letter of request attached

Submitted By: *Kim Baumgardner* *August 20, 2022*
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

AUG 03 2022

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Sonya Y. Lopez
(Please Print)

Appointment to: Library and Literacy Commission
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

[REDACTED]

Porterville, Ca 93257

Mailing Address:

[REDACTED]

Porterville, Ca 93257

Name of Business: Porterville Unified School District

☐ Own

☐ Operate

Business Address:

600 W. Grand Ave.

Porterville, Ca 93257

Telephone: Home 559- [REDACTED]

Work 559- [REDACTED]

FAX _____

E-mail [REDACTED]

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☒ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

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

*- See Resume attached.
- Education Background
- Work experience*

Please tell us why you are interested in this position.

*I am interested in serving because I would like to support
and advocate for my hometown community.*

☒ Resume attached

☐ Letter of request attached

Submitted By:

Laura Y. Lee

08/02/2022
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

Sonya Yvonne Lopez

Porterville, CA 93257

PROFESSIONAL SUMMARY:

To obtain a position as a counselor and utilize crisis intervention skills, college and career readiness counseling, and multicultural knowledge to support students toward success..

EDUCATION:

National University · 2020 - July 2022

Masters in Science in Educational Counseling with Pupil Personnel Services Credential

University of California, Merced · 2012 - 2016

Bachelor of Arts in Psychology, Bachelor of Science in Cognitive Science

SKILLS:

- **Programs:** Microsoft Office and Google Suite, data entry programs, Zoom & online engagement tools, AERIES Information System, and case management databases
- **Languages:** English and Spanish

PROFESSIONAL COMMITTEES:

- P8 Coalition Advisory Board
- Pathways/CTE Program Advisory Boards
- PSI CHI Honor Society

PROFESSIONAL EXPERIENCE:

Porterville Unified School District · 2020 - Current

Pathways Technical Job Developer/Work Based Learning Coordinator

- Implement work based learning to build student awareness and preparation for college and career readiness
- Develop and provide a continuum of grade level college and career opportunities, including college, technical, and workforce skills within targeted industries
- Advise and mentor students regarding personal, social, and behavioral traits that assist in their employability
- Provide guidance on work ethics and the hiring process for internships, job shadowing, jobs, and apprenticeship experiences
- Conduct workshops on employment, soft skills, and professional skills to prepare for college and career after high school graduation
- Assist with the development of industry partnerships for program advisory boards and working with professionals to increase student success and allow students to explore college and career options

Tulare County Health and Human Services Agency Child Welfare Services · 2017 - 2020

Social Services Worker III

- Managed a caseload of more difficult types of social services cases, that included adolescent youth, infants, and high risk children
- Performed in-home assessments to establish eligibility for community resources to assist clients
- Performed in-person assessments and interviews to determine relevant goal plans for clients
- Assisted with finding Permanency (through Legal Guardianship or Adoption) for foster children
- Investigated and made recommendations concerning family situations involving neglect and/or abuse and made appropriate referrals
- Prepared and maintained case records, case narratives and court reports

Porterville Unified School District · 2016 - 2017

Pathways Secretary III

- Created student and staff surveys and compiled data for various reports
- Develop Pathway Program brochures and related marketing materials
- Assisted in processing grant expenditures and created purchase requisitions and related documentation

- Assisted Pathway site budget managers with grant expenditures and timelines regarding completion/submission of required expenditure and documentation deadlines
- Assist in coordinating the budget process by analyzing and monitoring Pathway Program and related District budgets as needed for grant reporting purposes and assisted with auditing procedures
- Assigned work and provided training and routine supervision for students, clerks, and office aids

University of California, Merced - School of Social Sciences, Humanities, and Arts · 2014 - 2016

Peer Mentor

- Informed about on-campus services and school policies, and referred students to appropriate resources
- Consulted with students on their academic performance on undergraduate program and degree completion and answering questions on major and minor requirements
- Assisted in evaluating students' transcripts for transferable credit, while informing students of assist.org, policies on course substitutions, and procedures of taking summer courses at another institution
- Organized workshops on registration, degree progression, and academic success
- Managed School of Social Sciences, Humanities, and Arts advising email and peer mentor email, and all social media accounts

Merced Valley Crisis Center · February 2015 - May 2015

Domestic Violence Advocate Intern

- Advocated for and supported victims of Domestic Violence
- Provided activities and reading time for Client's children at the shelter
- Monitored crisis hotline and referred clients to appropriate resources

University of California, Merced - School of Social Sciences, Humanities, and Arts · January 2014 - August 2014

Student Assistant

- Assisted as front desk receptionist for School of Social Sciences, Humanities, and Arts Academic Advising
- Provided students with information about on-campus services and resources (e.g. tutoring services, CAPS)
- Informed students of policies, regulations, programs and procedures in service of their educational needs
- Assisted in Administrative projects (Course Articulation, Transfer Articulation)

RESEARCH EXPERIENCE:

Harvard University Laboratory for Developmental Studies · Cambridge, MA · June 2016 - August 2016

Warneken Lab Research Assistant

- Assisted in conducting research experiments on children of 3 – 8 years of age
- Knowledge of protocols for assigned research experiments including running experiments, collecting data (live coding and video coding), and properly storing data using the laboratory database
- Assisted in recruiting families interested in participating in studies
- Participated in presenting an academic poster of project findings to faculty, graduate students, and research assistants

University of California, Merced - Dr. Eric Walle's Interpersonal Developmental Lab · August 2015 - May 2016

Research Assistant

- Assisted in conducting research experiments on children from 9 months – 4 years of age
- Knowledge of protocols for individual research experiments including running experiments, collecting and storing data
- Assisted in recruiting families interested in participating in studies during community events

University of California, Merced - Dr. Michael Spivey's Research Lab · August 2014 - December 2014

Research Assistant

- Assisted in conducting SONA Experiments on undergraduate students, using the Nexus Motion Capture equipment for research experiments
- Knowledge of protocols for individual research experiments including running experiments, collecting and storing data



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

JUL 22 2022

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Fernando Serrano

(Please Print)

Appointment to: Library and Literacy Commission

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED] Porterville, CA 93257

Mailing Address: Same as above

Name of Business: _____

☐ Own

☐ Operate

Business Address: _____

Telephone: Home [REDACTED] [mobile] _____

Work _____

FAX _____

E-mail [REDACTED] _____

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☒ 3

☐ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

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

The main qualification that I believe makes me a strong candidate for this position is my passion for books, learning, and education. I also believe that my academic background is a relevant qualification. I have a bachelor's degree in Philosophy, a master's degree in Latin American Studies, and a doctoral degree in History. I have teaching experience at the high school and college level, plus extensive experience using libraries for research and recreation.

Please tell us why you are interested in this position.

I am interested in this position because I truly care about our local library and what it can do for our community. The books and materials contained there can have a significant impact on a person's life, like it did in mine. I want to make sure that our library accomplishes that. I will take my responsibility seriously. Thank you for your consideration.

☒ Resume attached

☐ Letter of request attached

Submitted By: 

07/21/2022

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

FERNANDO SERRANO
Porterville, CA 93257

RÉSUMÉ

OBJECTIVE

Seeking position as Library and Literacy Commissioner

EDUCATION

Ph.D., History, University of California, Los Angeles, December 2017
M.A., History, University of California, Los Angeles, March 2014
M.A., Latin American Studies, San Diego State University, May 2010
B.A., Philosophy, French Minor, San Diego State University, May 2005

AREAS OF SPECIALIZATION

Colonial Latin American history; History of Mexico; Colonial mining industry; Labor history; Ethnohistory; Environmental history

RELEVANT SKILLS

- Teaching experience at the high school and college level
- Extensive writing experience for a broad range of purposes, including academic, organizational, and political purposes
- Ability to relate to and collaborate with people from a broad range of socio-economic, cultural, and educational backgrounds
- Local and regional level work in community organizing, outreach, and mobilization
- Research experience utilizing methodologies from the fields of anthropology, political science, economics, sociology, and history
- Fully bilingual, English/Spanish, with advanced translation skills

CURRENT EMPLOYMENT

Director
Alianza Ecologista

2019 - Present
Porterville, CA

- Manage overall work of local environmental organization
- Lead outdoor, nature-related activities and events
- Recruit, train, and coordinate volunteers for community service
- Establish collaboration with local, state, and national-level organizations
- Supervise data collection, analyze, and write reports for studies on public lands
- Engage in policy discussions on public lands and other environmental issues at the regional and state level

OTHER EMPLOYMENT EXPERIENCE

Chancellor's Postdoctoral Fellow UCSD, Department of History	2017-2019 San Diego, CA
Teaching Associate UCLA, Department of History	2011-2013 Los Angeles, CA
Math Instructor SIATech High School	2007-2009 Imperial Beach, CA
Substitute Math and Spanish Teacher Grossmont Union High School District	2006-2007 El Cajon, CA
Research Assistant SDSU, Department of Philosophy	2003-2005 San Diego, CA
Math Teaching Assistant El Cajon Valley High School	2000-2005 El Cajon, CA

UNIVERSITY AND COMMUNITY SERVICE EXPERIENCE

Board Member Porterville USD Transformative Climate Communities Project	June 2022-Present Porterville, CA
Board Member Comisión Honorífica Mexicana Americana (CHMA)	Dec. 2021-Present Porterville, CA
Activities Coordinator UC Postdocs and Academic Researchers Union	2018-2019 San Diego, CA
Vice-Chair Coalition Advocating for Pesticide Safety (CAPS)	2017-2019 Lindsay, CA
History Department Steward UC Academic Student Employees Union	2011-2014 Los Angeles, CA
President UCLA, Social Sciences Council	2012-2013 Los Angeles, CA
Social Sciences Council Representative UCLA, History Graduate Student Association	2011-2013 Los Angeles, CA
Council Representative UCLA, Graduate Student Association Forum	2011-2013 Los Angeles, CA

Articles Editor
UCLA Historical Journal

2010-2011
Los Angeles, CA

President
SDSU, Latin American Studies Student Organization

2008-2010
San Diego, CA

ACADEMIC RESEARCH

Indigenous Mine Workers in the Guanajuato-Michoacán Region: Labor, Migration, and Ethnic Identity in Colonial Mexico, 1550-1800. Ph.D. dissertation, UCLA, 2017.

“‘Trabajo gravoso y arriesgado’: The Use and Abuse of the Repartimiento Labor System in Colonial Guanajuato.” Upcoming journal article.

“The First ‘Revolution in Government’: From Decentralized to Centralized Forced Labor in the Guanajuato-Michoacán Region, Sixteenth Century.” Upcoming journal article.

OTHER RESEARCH

Finding Connection: Natural Habitat and Local Communities in the San Joaquin and Tulare Basins. Upcoming study, coordinated by the Central Valley Partnership (CVP), in collaboration with Alianza Ecologista and other organizations. Report to be co-authored with Daniel O’Connell and other authors.

Covid-19 Farmworker Study (COFS), stages 1 and 2. Study coordinated by the California Institute for Rural Studies (CIRS), in collaboration with Alianza Ecologista and other organizations.

Public Lands Advocacy and Local Communities in the San Joaquin Valley. Study coordinated by the Central Valley Partnership, in collaboration with Alianza Ecologista and Valley Forward. Report co-authored with Daniel O’Connell, 2020.

PRESENTATIONS AND PUBLICATIONS (SELECTED)

2019 *To Be or Not to Be: Challenges to Indigenous Ethnic Identity in Colonial Guanajuato.* Guest Speaker, Department of History, University of California, Merced. (Merced, California, February 2019).

2017 *El peonaje por deudas y la libertad de movimiento en el Michoacán colonial: el caso de las minas de Inguarán y Curucupatzeo.* XIII Reunión de Historiadores de la Minería Latinoamericana. (Universidad de Buenos Aires, Argentina, April 2017)

The Mining Economy and Indigenous Ethnic Identity in the Guanajuato-Michoacán Region During the Colonial Period. Guest Speaker, Department of Chicano and Latin American Studies, California State University, Fresno. (Fresno, California, March 2017)

- 2016** "Conflicto e identidad en el Irapuato colonial: el ser indígena en una congregación de españoles." *Nueva Época. Boletín del Archivo Histórico Municipal de Irapuato* 15 (2016): 27-41.

Presencia, persistencia y resistencia de los Tarascos en Guanajuato: época prehispánica y colonial. Diplomado. Derecho de los Pueblos Originarios: Historia, Legislación y Lucha. (Ihuatzio, Michoacán, April 2016)

- 2014** *Lo nuevo de lo viejo: los mineros de Guanajuato redescubren el sistema del repartimiento en el siglo XVIII.* XII Reunión de Historiadores de la Minería Latinoamericana, (Palacio de Minería, UNAM, November 2014) and XIV Reunión Internacional de Historiadores de México. (Katz Center, University of Chicaco, September 2014)

- 2011** *Silver Mining in Colonial Guanajuato: Indigenous Responses to the Repartimiento Labor Draft.* Second Conference on Ethnicity, Race and Indigenous Peoples in Latin America and the Caribbean. (UCSD, November 2011)

The Environmental Impact of Silver Extraction in Colonial New Spain. History Plus Graduate Student Conference. (UCLA, October 2011)

- 2010** *Contested Territory, Contested History: Purépecha Responses to the Expanding Spanish State in Michoacán, 1521-1530.* Pacific Coast Council on Latin American Studies Conference. (Pepperdine University, November 2010)

FOREIGN LANGUAGES

Spanish, native speaker

French, advanced skill level

Nahuatl, reading, translation



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Susan Leptain
(Please Print)

Appointment to: Library Commission
(Name of Board, Commission, or Committee)

☒ Reappointment; or IF NEW, Please provide:

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville Resident:

☒ Yes
☐ No

Select District:

☐ 1 ☐ 2 ☐ 3
☐ 4 ☒ 5

Registered Voter:

☒ Yes
☐ No

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

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: Susan Upton

Aug 9, 2022
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Authorization for Centennial Park Mural Restoration

SOURCE: Parks and Leisure Services

COMMENT: On April 21, 2012, the Marching Through Time band mural in Centennial Park was unveiled. The Porterville Mural Committee spearheaded the campaign for the development of a mural that depicts the history and importance of bands and music in Porterville. Over the past several years, the mural has sustained significant fading, flaking and deterioration of the paint. The artist of the mural began researching the problem and companies which might help find a solution. After an extensive search for someone possessing such a specialized trait, along with the willingness to travel to Porterville, Fine Arts Conservation Laboratories (FACL) committed to visiting the mural and assessing the potential project. FACL is under contract with the City of Los Angeles for mural restoration, and submitted a draft contract agreement to restore the Marching Through Time band mural.

Should the City Council authorize FACL to perform the work, it would be in two phases. The first phase would be focused on stopping deterioration. After that portion is complete, the artist (Glen Hill) will undertake pictorial restoration as a separate phase of the project from FACL's work. Once the artist has finished his work, FACL would conduct Phase Two, which will be the application of the protective layers. The protective measures will ensure greater longevity than has existed with past varnish layers. At its meeting on October 19, 2021, the Council authorized the Agreement renewal between the City and the Porterville Mural Committee for the Marching Through Time mural in Centennial Park. The Agreement states that the Committee shall apply a protective coating as needed that will aid in preservation efforts. The Agreement goes on to say that any repairs, costs and expenses will be the responsibility of the Porterville Mural Committee.

At its meeting on May 25, 2022, the City's Arts Commission voted unanimously to recommend that the Council authorize the restoration of the mural. In its adoption of the 2022-23 Fiscal Year budget, the Council appropriated \$40,000 for the Marching Through Time band mural restoration project out of the City Council's Special Purposes Reserve Fund. This project would not include any work being done on the back side of the mural. The \$40,000 would cover the restoration portion by FACL.

The second expense of the project is for the original artist, Glen Hill, to repaint the mural for an amount not to exceed \$37,500. Staff recommends the appropriation for the artist be made from the opening of the two cannabis

Item No. 21.

dispensaries, which the terms of the City's Development Agreement stipulate the payment of one percent (1%) of annual gross revenues or \$30,000 (whichever is greater) toward a Community Benefits Program (including community beautification efforts and physical improvements to the benefit of the community). The Development Agreement also states the owner agrees to provide a historical/artistic feature as a component of its project, located at or near the property.

RECOMMENDATION: That the City Council:

1. Authorize Fine Arts Conservation Laboratories to restore the mural in Centennial Park for \$38,227.00; and
2. Provide direction for the repainting of the Centennial Park mural.

ATTACHMENTS:

1. Draft Resolution
2. FACL Agreement and Contract
3. Marching Through Time Mural Maintenance Agreement
4. Mural Committee Letter
5. Proposal for Art Restoration of Band Mural

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CITY COUNCIL'S SPECIAL PURPOSES RESERVE FUND FOR THE
CENTENNIAL PARK MURAL RESTORATION

WHEREAS: The Marching Through Time band mural at Centennial Park which was unveiled on April 12, 2012, depicts the history and importance of bands and music in Porterville, and has become a focal point and landmark for downtown Main Street; and

WHEREAS: The mural has sustained significant fading of the colors, flaking and deterioration of the paint since its unveiling; and

WHEREAS: The restoration of the mural will prevent future damage due to weather or other unforeseen incidences and will preserve the mural for a longer period of time for the enjoyment of the community; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.6, established the Special Purposes Reserve Fund for the purpose of providing funds to support one-time City special events, projects, and / or purposes that benefit the community; and

WHEREAS:

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the restoration of the Centennial Park Mural restoration is within the intent and purpose of the Special Purposes Reserve Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of up to \$40,000 from the City Council's Special Purposes Reserve Fund for the cost of restoration of the Marching Through Time band mural at Centennial Park by Fine Arts Conservation Laboratories.

PASSED, APPROVED AND ADOPTED this 20th day of September, 2022.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



Fine Art Conservation Laboratories
P.O. Box 23557
Santa Barbara, CA, 93121, USA
805 564 3438 [office](mailto:FACLOfficeManager@gmail.com)
FACLOfficeManager@gmail.com
www.FineArtConservationLab.com

Agreement and Contract
For Art Conservation Mural Preservation Services
Porterville Main St., Park Mural
Porterville, CA
Aug. 1, 2022

On Dec. 8th, 2021, the mural in Main St. Park, Porterville, CA, was examined. It was painted by Glen Hill, in oil on Diebond panels, done about 2010, dimensions approximately 10' x 100.' This Agreement and Contract results from the acceptance of the Report and Proposal that resulted from that on-site visit. Refer to that report for questions about condition of the mural. FACL's work is broken down into 2 phases:

Phase 1 treatments proposed are focused on:

Stopping deterioration *is not part* of the process to make the mural look better. It is the essential step to stabilize the condition of the paint layers so they will not continue to fall apart. Consolidation of the paint and resin layers, absorbing highly penetrating conservation grade adhesives/resins into the paint layer structure, will restore cohesion. Then, once absorbed into the paint structure, the consolidation adhesives can be "activated" with local applications of heat and pressure to reattach the delaminating layers. The adhesives/resin used for this purpose will not yellow nor fall apart. Although giving a guarantee of performance of this treatment and the material would be unethical, and outside the standards of Practice of the American Institute for the Conservation of Artistic and Historic Works (AIC), this treatment is considered professionally as a long-term resolution of the problems.

The timeline for Phase 1 is 1 week for 2 people from FACL. Afterwards the artist will undertake the pictorial restoration phase of the project.

Phase 2 will take place after the artist has completed his part of the project. FACL's final treatment will be the application of the final coatings, or protective layers. The proposed protective measures to ensure greater longevity than has existed with past protective measures (varnish layers) – the entire mural will be coated with a protective coating vetted and approved by the Department of Cultural Affairs of Los Angeles (DCA) and CalTrans for outdoor public art murals. The product recommended is MuralGuard, manufactured by [RainGuard](#) Pro. We will apply 3 coats of this material. There will be no toxicity issues and this product complies with State VOC laws. This will provide excellent protection for decades.

The timeline for Phase 2 is 1 week for 2 people from FACL.

The total budget for this 2 Phase project is \$ 38,227.00

This budget includes all equipment required, all labor, all materials and supplies, travel time and expenses, liability insurance, final reporting of materials used.

This Contract and budget DO NOT INCLUDE:

1. The production of media as a result of the project,
2. Educational/proposal in-person presentations
3. Performance bonds, etc (see next item)
4. Art restoration is not a construction trade. It is considered a professional service and therefore the State of CA does not issue a contractor's license.
5. We will try and not harm the plants in front of the mural but we require an indemnity for damage to plants.
6. Repair of the attachment of the Diebond panels to the substructure. If you want us to do this job then we are able but it may be the type of job that normally requires a contractor's license. We would require a letter of release from this requirement and indemnification.
7. Any work on the mural on the "back side" of the wall.
8. Any touch up or repainting of the mural.
9. Any work/repair on the bird abatement measures along the top of the wall.
10. If we are detained from working when we are on-site for any reason (including inclement weather... we will not work in rain or high winds (over 25 mph) and if our time on site is extended beyond the timelines mentioned above for any reason other than our own scheduling, we will bill, and the City of Porterville agrees to pay, an additional \$3,500.00 per day.

Scott M. Haskins, Head of Conservation
Pres. FACL, Inc. (aka Fine Art Conservation Laboratories)
facartdoc@gmail.com (805) 570 4140 mobile

Approved,

Authorized Person of City of Porterville, CA



MARCHING THROUGH TIME MURAL MAINTENANCE AGREEMENT
BETWEEN CITY OF PORTERVILLE AND PORTERVILLE MURAL COMMITTEE

Recognizing the value to the community, the following agreement has been adopted by the City of Porterville ("City") and the Porterville Mural Committee ("Committee"). This Agreement establishes policies regarding the maintenance and repairs of the "Marching Through Time" mural located in Centennial Park.

A. TERM

The term of this Agreement shall be for a period of ten (10) years commencing November 4, 2021, and ending November 4, 2031. This Agreement may be extended for an additional ten (10) years under the terms and conditions below commencing on the expiration date with mutual agreement of both parties.

B. INSURANCE

City shall obtain and maintain throughout the term hereof, public liability and property damage insurance with a combined single limit of no less than \$1,000,000 per occurrence for injury or death to a person or for property damage.

C. RESPONSIBILITIES

1. Both parties agree to preserve the integrity of the wall and agree not to alter, damage, obstruct or remove the mural without written notification sixty (60) days prior. Committee shall apply a protective coating as needed that will aid in preservation efforts.
2. Any repairs, costs and expense will be the Committee's responsibility. The Committee agrees that it will keep the property walls clean and free of graffiti. The Committee further agrees to make immediate repairs within reasonable time for any damages or graffiti to the mural so that the mural remains in good condition.

D. MODIFICATION AND ASSIGNMENT

This Agreement may be modified at any time by written agreement of the parties. Written modifications shall require prior approval by the City Council and the Porterville Mural Committee, unless authority for such modifications has been expressly delegated to others acting on their behalf. Assignment of responsibilities under this Agreement by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

E. NO GRANT OF AGENCY

Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever. If either party breaches this Agreement, the other party may terminate the Agreement by given

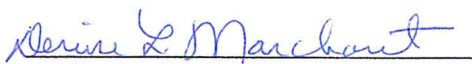
written notice of any alleged breach and the party receiving notice shall have ten (10) days from the date of such notice in which to cure the breach before the Agreement is terminated. In addition to termination as provided above, either party may terminate this Agreement without regard to cause upon ninety (90) day notice to the other party.

F. INDEMNIFICATION PROVISION

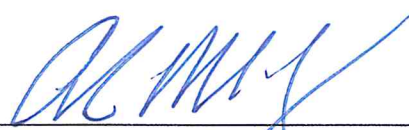
Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its respective officers, agents, employees, and volunteers from any and all claims, actions, and losses related to the sole acts or omissions of the Indemnifying Party, in its performance of this Agreement. This provision shall survive the term of the Agreement.

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so commit by signing.

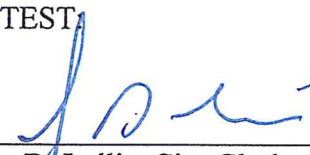
PORTERVILLE MURAL
COMMITTEE


Authorized Representative

CITY OF PORTERVILLE


Adrian Monte-Reyes, Mayor

ATTEST:

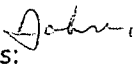

John D. Lollis, City Clerk

APPROVED AS TO FORM


Julia M. Lew, City Attorney

March 11, 2022

Mr. John Lollis
City of Porterville
291 N. Main Street
Porterville, CA 93257

Dear Mr. Lollis: 

This letter is a follow up to our recent conversation regarding the restoration of the Marching Through Time Band Mural in Centennial Park. As you are aware, the Porterville Mural Committee ("the Committee"), under the umbrella of the Porterville Art Association, spearheaded the campaign for the development of the mural that depicts the history and importance of bands and music in our community.

Many years of planning and fund raising went into the project. The idea of having the mural as a freestanding work of art in Centennial Park added to the cost and time of construction of the project. Finally, the mural was dedicated on April 21, 2012 and has become a focal point and landmark for Main Street and Downtown. At the time of the painting of the mural, the Committee was given what was believed to be the best professional advice on the coatings to put on the mural for its protection and long term sustainability. However, over the past several years, we have witnessed the fading of the colors and flaking and deterioration of the paint. The artist of the mural, Glen Hill, started researching the problem and companies that might be able to help us find a solution. In late Fall 2021, Glen was contacted by Scott Haskins of Fine Art Conservation Laboratories in Santa Barbara and had a detailed conversation with him about the mural. Mr. Haskins has extensive experience working on murals and other artwork and currently is under contract with the City of Los Angeles for mural restoration. In order to proceed with a definite plan and estimated cost of the work, the Committee decided to hire Mr. Haskins to come to Porterville to personally inspect the mural and see firsthand what was causing the problems and what solutions might be available. In December, Mr. Haskins visited the site and met with Mr. Hill, Committee member Dick Hatfield, and me. Attached to this letter is Mr. Haskin's "Report on Condition and Proposal for Art Conservation Mural Preservation Services" presented to the Committee.

At the completion of the mural, it was given to the City as it is located on City property. The Committee did enter into a Maintenance Agreement with the City, but this was always intended for regular upkeep of the mural, and no one ever expected that there would be such significant damage that would necessitate a major restoration. Because of this unexpected situation, the Porterville Mural Committee is respectfully requesting consideration of the City to assist with the renovation of this important piece of artwork in the community.

The Committee would be most happy to meet with you to discuss the matter further, and Mr. Haskins has also offered to be available by conference call or Zoom to answer any questions.

Thank you in advance for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Denise Marchant". The signature is written in dark ink and is positioned above the printed name.

Denise Marchant
Chairman, Porterville Mural Committee
(559) 310-5488

Attachment

Restoration and Repainting of Porterville High School Band Mural

08/11/2022

Glen Hill

1206 W. Harter Ave. Visalia, Ca. 93277

(559) 690-0752

email: glenhillstudio@gmail.com

Proposal for art restoration of Band mural located on Main Street downtown Porterville CA.

Prepared for Denice Marchant Band Mural Committee

It has been my honor to celebrate the mural committee's vision for the history of the Porterville High School bands. I feel confident the mural will be properly protected from future damage after a meeting with Scott M. Haskins, Head of Conservation, Fine Art Conservation Laboratories.

Referring to his report; When the mural was painted a local sign company suggested a weather proofing urethane type coating would ensure longer life. The result, however, has been that this layer has peeled away in most all areas and stripped finish layers of paint off the mural. As the exposed layers of paint were subjected to humidity and heat this has resulted in an uneven, blotchy, faded/hazy appearance. Several years ago, the Band mural committee's attempt, to stabilize the flaking coating was done with Paraloid B72. This was applied unevenly, creating a dripping effect in some areas and overtime has flaked off with the first layer and has been ineffectual.

The mural restoration is a three-part process,

1. Fine Art Conservation Laboratories will stabilize the damaged rough, cracked, and peeling paint and prepare the mural surface for repainting.
2. Then I will repaint and restore the mural to as close to its original appearance as possible. The original painting took one year in studio to complete, I estimate repainting to take at least 4 to 6 months, to be done on location using a scaffolding on wheels to be moved along the length of the mural as work is completed and weather conditions allow. I will make every effort to protect the existing plants at the base of the mural and request that they be cut back for easier access for the rolling scaffolding and myself.
3. Finally, after restored painting is completed and the recommended drying time is reached, FACL will apply their layers of a Polyurethan product to prevent future deterioration and create a permanent transparent coating sealing the artwork from the elements.

Quote from FACL proposal.

"Proposing protective measures to ensure greater longevity than has existed with past protective measures (varnish layers) – Once the artist has completed the pictorial restoration of the mural, then the entire mural will be coated with a protective coating vetted and approved by the Department of Cultural Affairs of Los Angeles (DCA) and CalTrans for outdoor public art murals. I have been part of this vetting process and work with them to apply these coatings to their City's public art assets. This is an aliphatic urethane 2 part counterpart to the once recommended but now illegal GCP-1000a and superior to the sporadically used Mural Shield product".

In order to avoid future damage due to weather or other unforeseen incidences I request an agreement with FACL or other reputable conservation company for the mural's maintenance, periodical spot check, and consultation.

Below are prices for me to perform the artistic work.

Description:

Artist responsible for:

Repainting to restore artwork to as close to its original appearance as possible.

Artist charges:

Materials, scaffolding, brushes, paint, and other mediums	\$2,500.00
Production of artwork	\$35,000.00
Total	\$37,500.00

The time frame is a rough estimate and may change as circumstances create delays including weather and difficulties with restoration painting.

Thank you,

Glen Hill, Artist, 559-690-0752

Prepared for, Denise Marchant, Chairperson of the Mural Committee

(559) 310 5488



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Bid Results - "Center" Friant-Kern Canal Turnout & Basin Project

SOURCE: Engineering and Project Management

COMMENT: On September 13, 2022, staff received four (4) bids for the "Center" Friant-Kern Canal Turnout and Groundwater Recharge Basin Project. The project includes the installation of new water pipelines, concrete structures, earthwork, and all other appurtenances as shown on the plans for the project. This project is important as it will help the City meet the requirements of the Sustainable Groundwater Management Act (SGMA) and help meet water system demands.

The Engineer's Estimate of Probable Cost was \$1,120,900. The low bid presented by Romanazzi General Engineering of Exeter is \$1,395,635, which is \$274,735 more than the Engineer's Estimate (24.51%). An additional \$139,563 is necessary for construction contingencies (10%) and \$139,563 is required for construction management, quality control, and inspection services (10%) for a total construction cost of \$1,674,761.

It has been the Council's policy to reject all bids when the bid exceeds ten percent (10%) of the Engineer's Estimate. Although the possibility exists that the City will receive favorable bids if re-advertised, it is unlikely as several bids were received. It is also important to note that work in the canal is only allowed from November 1, 2022 through January 31, 2023, and re-advertising would cause the project to be delayed until the next time the canal is drained, which is typically every three years.

The bids are as follows:

<u>Contractor</u>	<u>Amount</u>
Romanazzi General Engineering Exeter, CA	\$1,395,635
W.M. Lyles Co. Fresno, CA	\$1,594,231
Nicholas Construction, Inc. Shafter, CA	\$1,761,190
EverLevel Holdings, LLC Chino Hills, CA	\$1,911,911

Funding for the project in the amount of \$1,345,080 of Water Replacement Funds was previously approved. Additional Water Replacement Funds in the

Item No. 22.

amount of \$329,681 are required in order to fully fund the project.

RECOMMENDATION:

That City Council:

- 1) Award the "Center" Friant-Kern Canal Turnout & Basin Project to Romanazzi General Engineering in the amount of \$1,395,635;
- 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 \$139,563 for construction management, quality control, and inspection services;
- 5) Authorize the Finance Director to appropriate \$329,681 in Water Replacement Funds to fully fund the project; and
- 6) Authorize the City Engineer to negotiate construction surveying services with one of the firms approved by Council MO #04-041922.

ATTACHMENTS:

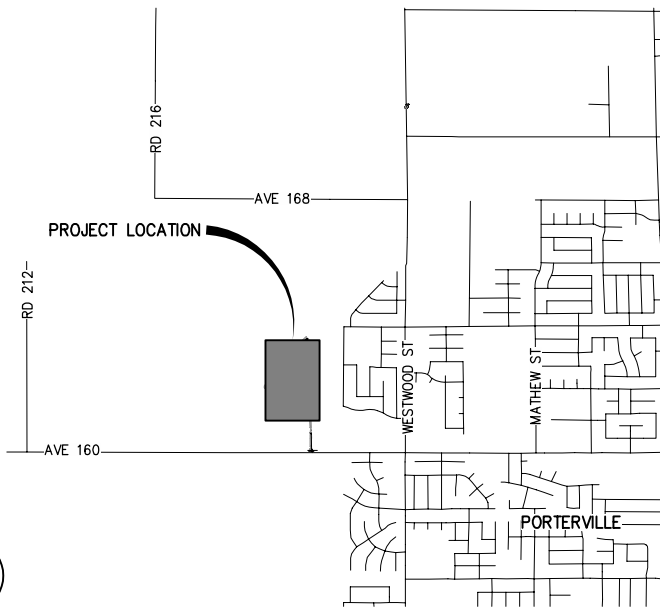
1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Maria Bemis, Finance Director



VICINITY MAP

NOT TO SCALE



CITY COUNCIL AGENDA – SEPTEMBER 20, 2022

SUBJECT: Tulare County Regional Transit Agency Request for Financial Support

SOURCE: City Manager's Office

COMMENT: On August 11, 2020, the TCRTA became the established regional transit authority for the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare and Woodlake. During the past two years while the TCRTA was being formed and becoming a recognized transit recipient by the Federal Transit Administration (FTA), the member agencies continued to independently fund with Local Transportation Fund (LTF) and operate its transit operations.

Beginning July 1, 2022, the TCRTA assumed responsibility for funding and operating the transit operations for the member agencies. Given the TCRTA is now the recognized recipient of FTA funding on behalf of the member agencies, the payment of transit providers and associated transit expenditures are the responsibility of the TCRTA, however, the receipt of funds is by reimbursement from the FTA either annually or semi-annually. To provide sufficient cash flow for the TCRTA to fund transit operations while awaiting reimbursement from the FTA, the TCRTA sought a loan from the Tulare County Treasury, which the Treasury declined to provide funding due to the agency having been established under the County itself, though similar to the Tulare County Local Area Formation Commission (LAFCO) and the Tulare County Association of Governments (TCAG). Due to the lack of current funding, the TCRTA has been unable to pay for transit operation services rendered by the contracted transit providers since July 1, 2022, causing the significant potential for the cessation of transit services for the member agencies effective October 1, 2022.

On September 15, 2022, the County Administrative Officer and the member City Managers met in regard to this significant issue, which the recommendation of the group was for each member agency to provide financial assistance to the TCRTA equivalent to its respective service expenses. The estimated service expenses to the City of Porterville from July 1, 2022 through October 31, 2022 is \$1,600,000, which is the recommended amount in LTF funds to be transferred to the TCRTA to provide sufficient cash flow for the Agency to operate pending FTA reimbursement.

RECOMMENDATION: That the City Council approve the request by the Tulare County Regional Transit Agency to provide financial support for ongoing

local transit operations in the amount of \$1,600,000 in Local Transportation Funds.

ATTACHMENTS: 1. TCRTA Request for Financial Support

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



TCRTA

Tulare County Regional Transit Agency

Tulare County Regional Transit Agency
559.623.0450
210 North Church Street Suite B
Visalia, CA 93291
www.tularecog.org

September 15, 2022

Mr. Jason Britt, County of Tulare
Mr. John Lollis, City of Porterville
Mr. Marc Mondell, City of Tulare
Mr. Luis Patlan, City of Dinuba
Mr. Ramon Lara, City of Woodlake

RE: TCRTA Request for Financial Support

County Administrator and City Manager's,

As of September 15, 2022, TCRTA has not received its expected local, state, and federal funding to pay for transit operating expenses for FY 2022-2023. However, TCRTA is expecting revenues to be accessible to the agency on or before November 1, 2022.

To maintain a positive financial position and to prevent disruption in transit service, TCRTA is requesting financial support, based on the member agency's proportional amount, for anticipated expenses from July 1, 2022, through October 31, 2022. The table below is the distribution amount based on service hours.

Financial Support Request

Member Agency	Proportional %	Amount
City of Porterville	32%	\$1,600,000
City of Tulare	30%	\$1,500,000
County of Tulare	30%	\$1,500,000
City of Dinuba	7%	\$350,000
<u>City of Woodlake</u>	<u>1%</u>	<u>\$50,000</u>
Total		\$5,000,000

In addition, TCRTA has committed to obtaining additional financial administration support from the County of Tulare, including financial software and YTD financial reports; the ability to proceed with hiring TCRTA staff; and working with member agencies to develop a reserve policy and five-year financial plan within the next six months.

Should you have any questions, please contact me directly at (559) 623-0452 or rtree@tularecog.ca.gov.

Sincerely,

Richard I. Tree

Richard Tree, Executive Director
Tulare County Regional Transit Agency