



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

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, 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/UC5KuhSrNMNL9nwHJVtnJvvA>

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

**Topic: City of Porterville – City Council Meeting of December 6, 2022**

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/85798603794?pwd=YmxHVGVXNFh3Yld4UWdBbHJPaG4wUT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **857 9860 3794** Passcode: **660408**

Call to Order

Roll Call

**ORAL COMMUNICATIONS**

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

**CITY COUNCIL CLOSED SESSION:**

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 259-040-047. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Smee Homes, Inc. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Diego Bedolla. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Strawn v. Sokoloff et al., U.S. District Court, Eastern Division, Case No. 1:22-cv-1245 AWI-EPG.
- 5** - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three (3) cases in which facts are not yet known to potential plaintiff.
- 6** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

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

Pledge of Allegiance Led by Mayor Flores

Invocation

**PRESENTATIONS**

Introduction Leadership Porterville Class of 2023

Tulare County Regional Transit Agency (TCRTA) Presentation

**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. Social Services Transportation Advisory Council (SSTAC) - November 8, 2022
2. Transportation Forum - November 9, 2022
3. Police Department Badge Pinning Ceremony - November 16, 2022
4. Mighty 190 Committee - November 16, 2022
5. Tulare County Homeless Task Force - November 16, 2022
6. Council of Cities - November 16, 2022
7. Library Facility Planning Committee - November 17, 2022
8. Porterville Chamber of Commerce Annual Installation & Awards Show - November 18, 2022
9. TCAG/Tulare County Transportation Authority (TCTA) Board - November 21, 2022
10. Community Christmas Tree Lighting Ceremony - November 25, 2022
11. Military Banner Committee - November 29, 2022
12. Internal City Audit Committee - November 30, 2022
13. Eastern Tule Groundwater Sustainability Agency (ETGSA) - December 1, 2022
14. Porterville Chamber of Commerce First Friday Coffee - December 2, 2022

**CONSENT CALENDAR**

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

1. **Replacement of Police Vehicle**  
Re: Consideration to authorize staff to negotiate the purchase of one police vehicle from National Auto Fleet in the amount of \$43,133.23.
2. **Authorization of Construction of Concrete Slabs for Fitness Equipment at Zalud Park**  
Re: Consideration to authorize the construction of concrete slabs by Advanced Concrete for fitness equipment at Zalud Park in the amount of \$19,815.00.
3. **Acceptance of Project - Olive Avenue & Newcomb Street Traffic Signal Upgrade Project**  
Re: Consideration to accept the Olive Avenue & Newcomb Street Traffic Signal Upgrade Project as complete.
4. **Addendum No. 1 to 4Creeks, Inc. Butterfield Stage Corridor Service Agreement**  
Re: Consideration to authorize the Engineering & Project Management Director to execute Addendum No. 1 to 4Creeks, Inc. Service Agreement that will allow the necessary Human Health Risk Assessment and related report to be completed, at an agreed-upon fee of \$13,000 for the services.
5. **Renewal of Airport Lease Agreement - Lot No. 49A**  
Re: Consideration to approve the renewal of the Lease Agreement between the City and Elaine Wall for Lot No. 49A at the Porterville Municipal Airport for a term of ten (10) years.
6. **Renewal of Airport Lease Agreement and Consent to Sublet - Lot No. 49B**  
Re: Consideration to approve the renewal of the Lease Agreement between the City and Michael Quatacker and Debbie Quatacker for Lot No. 49B at the Porterville Municipal Airport for a term of ten (10) years; and authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 49B at the Porterville Municipal Airport to David Sherwood on a month-to-month basis.
7. **Renewal of Airport Lease Agreement - Lot No. 46C**  
Re: Consideration to approve the renewal of the Lease Agreement between the City and Michael Quatacker and Debbie Quatacker for Lot No. 46C at the Porterville Municipal Airport for a term of ten (10) years.
8. **Community Civic Event - Children's Christmas Parade Rescheduling - December 8, 2022**  
Re: Consideration to approve the Rotary Club of Porterville and the Porterville Chamber of Commerce request to reschedule the Children's Christmas Parade to Thursday, December 8, 2022, from 7:00 PM to 9:00 PM.
9. **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.
10. **Status and Review of Local Emergency Drought**  
Re: Considering approval of the continuance of the Declaration of Local Emergency.

*A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible*

## **PUBLIC HEARINGS**

11. **Golf Course Fees**

Re: Consideration to conduct a Public Hearing to solicit comment on the proposed golf course fees; and consider adoption of the draft Resolution approving the new golf course fees.

### **SCHEDULED MATTERS**

- 12. Consideration of City Code Prohibiting Commercial Vehicles From Using Certain Streets**  
Re: Consideration and review of the City's Code for prohibiting commercial vehicles from using certain streets, specifically E. Yates Avenue, S. Fourth Street, S. Roche Street, and E. Worth Avenue between S. Second Street and S. Plano Street.
- 13. Military Banner Program Banner Locations**  
Re: Council to provide direction on the location of new military banners.
- 14. Bid Results - Tule River Parkway, Phase 3 Project**  
Re: Consideration to reject all bids and authorize staff to re-advertise for bids on the Tule River Parkway, Phase 3 Project, located between Main and Plano Street.

### **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 December 20, 2022, at 5:30 p.m.

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

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





## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Replacement of Police Vehicle

**SOURCE:** Police

**COMMENT:** During the month of October 2022, a 2016 Police Department Dodge Charger (#3348) began experiencing mechanical issues with regard to the engine. This vehicle, with a mileage of 83,180, is utilized as a K-9 unit. After experiencing mechanical issues, it was taken to Porterville Chrysler Dodge Jeep Ram by City mechanics for an inspection. During the inspection, it was determined that the engine was in need of replacement, along with components of the front suspension, at a total cost of \$15,963.05.

Given the unique parameters and equipment requirements of K-9 units, they incur more maintenance costs and reduction in operational efficiency and safety as the unit ages when compared to a traditional non-K-9 unit with the same mileage. Department staff has consulted with the City's Shop Superintendent, who is in agreement that based on the aforementioned operating parameters, it would not be fiscally prudent to repair this K-9 unit. Additional factors are considered in this process, such as the age of the vehicle, mileage, maintenance costs, etc. A primary consideration is given to the safety of each vehicle, due to the high-risk driving required at times for these vehicles.

Per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program, the Department has identified National Auto Fleet Group as a provider of such a program for the desired vehicle, available under the Sourcewell Master Vehicle Contract #091521-NAF. The cost of the vehicle was quoted at \$43,133.23

The Department is seeking authorization to replace the K-9 unit with a 2023 Dodge Charger, which the dealership will order.

Funds for this purchase are available in the current Police Department Vehicle Replacement budget.

**RECOMMENDATION:** That the City Council;

1. Authorize staff to negotiate the purchase of one police vehicle from National Auto Fleet in the amount of \$43,133.23; and
2. Authorize payment to respective vendor upon receipt of listed equipment.

**ATTACHMENTS:**

1. Porterville Chrysler Dodge Jeep Ram Repair Quote
2. National Auto Fleet Group Quote

Appropriated/Funded:

Review By:

Department Director:  
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

**PORTERVILLE CHRYSLER DODGE JEEP RAM**  
**777 WEST OLIVE AVE.**  
**PORTERVILLE CA 93257**

**559-784-9512**

**CITY OF PORTERVILLE**

Nov 8, 2022 08:14 AM

Home:

YMMS: 2016 Dodge Charger Pursuit

Mobile:

Engine: 5.7L Eng

Work:

License:

Email:

VIN: 2C3CDXAT6GH352111

Odometer:

| TYPE  | DESCRIPTION                                                                                | PART #     | QTY | PRICE      | HOURS | LINE TOTAL |
|-------|--------------------------------------------------------------------------------------------|------------|-----|------------|-------|------------|
| Labor | DIAG                                                                                       | -          | -   | -          | 0.5   | \$60.00    |
| Labor | LONG BLOCK - Remove & Replace - V8, Normally Aspirated, 4WD                                | -          | -   | -          | 18.4  | \$2,208.00 |
| Labor | ADDED FOR ANY POLICE EQUIPMNT                                                              | -          | -   | -          | 3.0   | \$360.00   |
| Labor | EVAC AND RECHARGE                                                                          | -          | -   | -          | 1.4   | \$236.60   |
| Parts | LONG BLOCK 5.7L Eng                                                                        | 68450911AA | 1.0 | \$8,040.00 | -     | \$8,040.00 |
| Parts | MISC FLUIDS -GASKETS- FASTNERS - PARTS NEEDED FOR LONG BLOCK INSTALLATION                  |            | 1.0 | \$2,249.00 | -     | \$2,249.00 |
| Labor | ENGINE OR TRANSMISSION MOUNT - Remove & Replace V8, 5.7L Eng, RWD Engine Mount, Left       | -          | -   | -          | 2.6   | \$439.40   |
| Labor | ENGINE OR TRANSMISSION MOUNT - Remove & Replace V8, 5.7L Eng, RWD Engine Mount, Right Side | -          | -   | -          | 2.7   | \$456.30   |
| Parts | ENGINE OR TRANSMISSION MOUNT 5.7L Eng Engine, Left or Right, Each                          | 68277082AA | 2.0 | \$147.00   | -     | \$294.00   |
| Labor | TENSION STRUT - Remove & Replace - Both                                                    | -          | -   | -          | 1.4   | \$236.60   |
| Parts | TENSION STRUT RWD Left, Heavy Duty Suspension                                              | 68225315AB | 1.0 | \$185.00   | -     | \$185.00   |
| Parts | TENSION STRUT RWD Right, Heavy Duty Suspension                                             | 68225314AB | 1.0 | \$185.00   | -     | \$185.00   |

|                      |                    |
|----------------------|--------------------|
| Labor:               | \$3,996.90         |
| Parts:               | \$10,953.00        |
| Shop Supplies:       | \$0.00             |
| Hazardous Materials: | \$0.00             |
| Labor Taxes:         | \$0.00             |
| Parts Taxes:         | \$1,013.15         |
| <b>TOTAL:</b>        | <b>\$15,963.05</b> |



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

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

November 18, 2022

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

Dear, Lt. Moore,

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

National Auto Fleet Group will sell, service and deliver at Fresno, new/unused 2023 Dodge Charger Pursuit V-8 RWD responding to your requirement with the attached specifications for \$38,989.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF. Units to be all Black Patrol Unit.

|                    | One Unit<br>MSRP | One Unit  | Total Savings | Total Savings |
|--------------------|------------------|-----------|---------------|---------------|
| 2023 Dodge Charger |                  |           |               |               |
| Pursuit V-8 RWD    | 46,265.00        | 38,989.00 | 15.73%        | 7,276.00      |
| Sub Total          |                  | 38,989.00 |               |               |
| Sales Tax          |                  | 3,606.48  |               |               |
| Transportation     |                  | 529.00    |               |               |
| Tire Tax           |                  | 8.75      |               |               |
| Total              |                  | 43,133.23 |               |               |

Terms are net 30 days.

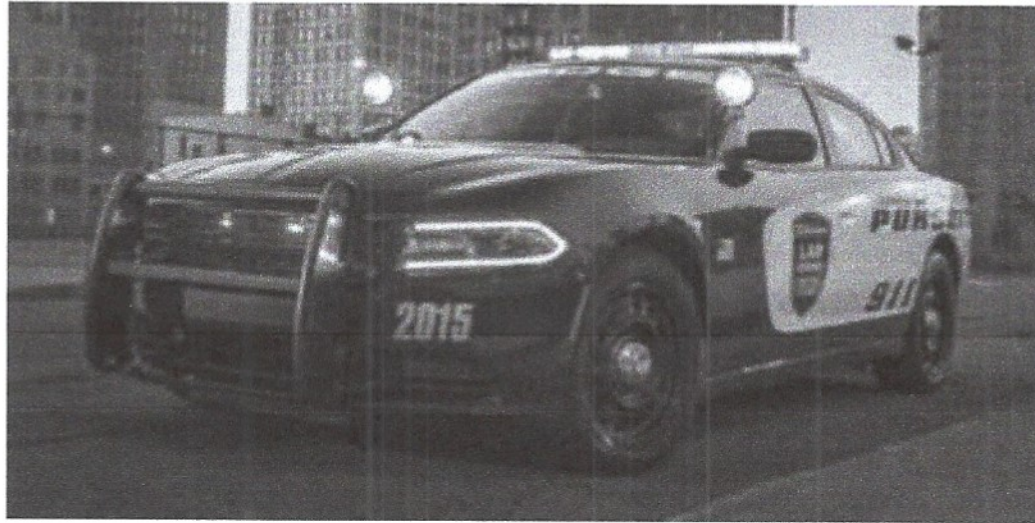
Delivery 120-180 Days ARO

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

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
626-457-5590 O  
714-264-1867 C



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD





## **National Auto Fleet Group**

### **Prepared By:**

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



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD (  Complete )**Selected Model and Options****MODEL****CODE****MODEL**

LDDE48

2023 Dodge Charger Police RWD

**COLORS****CODE****DESCRIPTION**

PX8

Pitch Black Clearcoat

**ENGINE****CODE****DESCRIPTION**

EZH

Engine: 5.7L V8 HEMI MDS VVT (STD)

**TRANSMISSION****CODE****DESCRIPTION**

DFK

Transmission: 8-Speed Automatic (8HP70) (STD)

**CPOS PKG****CODE****DESCRIPTION**

26A

Quick Order Package 26A -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)

**TIRES****CODE****DESCRIPTION**

TWW

Tires: P225/60R18 BSW Performance (STD)

**PRIMARY PAINT****CODE****DESCRIPTION**

PX8

Pitch Black Clearcoat

**SEAT TYPE****CODE****DESCRIPTION**

C8X9

Black, Heavy Duty Cloth Bucket &amp; Rear Bench Seats

**ADDITIONAL EQUIPMENT - PACKAGE****CODE****DESCRIPTION**

AWC

Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot &amp; Cross Path Detection

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17970, Data updated Nov 17, 2022 6:49:00 PM PST



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD (  Complete )**ADDITIONAL EQUIPMENT - EXTERIOR****CODE      DESCRIPTION**

LNK      LED Spot Lamps

LNF      Black Left Spot Lamp

LNA      Matching Right Spot Lamp

TBH      Full Spare Tire Relocation Bracket

**ADDITIONAL EQUIPMENT - INTERIOR****CODE      DESCRIPTION**

CW6      Deactivate Rear Doors/Windows

GXF      Entire Fleet Alike Key (FREQ 1)

CW7      Door/Window Activation Kit

---

**Options Total**



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD ( ✓ Complete )

## Standard Equipment

### Mechanical

Engine: 5.7L V8 HEMI MDS VVT (STD)

Transmission: 8-Speed Automatic (8HP70) (STD)

50 State Emissions

Transmission w/AUTOSTICK Sequential Shift Control

Rear-Wheel Drive

2.62 Axle Ratio

Engine Oil Cooler

220 Amp Alternator

800CCA Maintenance-Free Battery w/Run Down Protection

Police/Fire

Gas-Pressurized Shock Absorbers

Nivomat Suspension

Front Anti-Roll Bar and Rear HD Anti-Roll Bar

HD Suspension

Electric Power-Assist Steering

18.5 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Short And Long Arm Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

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

### Exterior

Wheels: 18" x 7.5" Steel

Tires: P225/60R18 BSW Performance (STD)

Wheels w/Black Accents w/Chrome Hub Covers

Steel Spare Wheel

Full-Size Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper

Body-Colored Rear Bumper

Black Side Windows Trim

Body-Colored Door Handles

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17970, Data updated Nov 17, 2022 6:49:00 PM PST



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD (  Complete )**Exterior**

Power Side Mirrors w/Manual Folding

Fixed Rear Window w/Defroster

Light Tinted Glass

Speed Sensitive Variable Intermittent Wipers w/Heated Jets

Galvanized Steel/Aluminum Panels

Black Grille

Trunk Rear Cargo Access

Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off

Perimeter/Approach Lights

LED Brakelights

Laminated Glass

**Entertainment**

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack and Steering Wheel Controls

Radio: Uconnect 4 w/7" Display

Streaming Audio

Window Grid Antenna

6 Speakers

2 LCD Monitors In The Front

Uconnect w/Bluetooth Wireless Phone Connectivity

**Interior**

Power 6-Way Driver Seat

8-Way Driver Seat -inc: Manual Recline

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Front Facing Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows

Leather/Metal-Look Steering Wheel

Front Cupholder

Rear Cupholder

Proximity Key For Doors And Push Button Start

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17970, Data updated Nov 17, 2022 6:49:00 PM PST



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD (✔ Complete)

**Interior**

Valet Function

Power Fuel Flap Locking Type

Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Cargo Access and Power Fuel

Cruise Control w/Steering Wheel Controls

Dual Zone Front Manual Air Conditioning

HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Full Cloth Headliner

Vinyl Door Trim Insert

Interior Trim -inc: Chrome Interior Accents

Urethane Gear Shifter Material

Heavy Duty Cloth Bucket & Rear Bench Seats

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Partial Floor Console, Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Regular Dome Lighting

Full Vinyl/Rubber Floor Covering

Vinyl/Rubber Floor Trim

Engine Compartment And Cargo Space Lights

FOB Controls -inc: Cargo Access

Smart Device Integration

Instrument Panel Bin, Driver / Passenger And Rear Door Bins

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

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17970, Data updated Nov 17, 2022 6:49:00 PM PST

Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD ( ✓ Complete )

**Interior**

Digital/Analog Appearance

Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints

Sentry Key Immobilizer

Air Filtration

1 12V DC Power Outlet

**Safety-Mechanical**

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

ABS And Driveline Traction Control

**Safety-Exterior**

Side Impact Beams

**Safety-Interior**

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

ParkSense Rear Parking Sensors

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Rear Child Safety Locks

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

ParkView Back-Up Camera



Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD (  Complete )

## Window Sticker

### SUMMARY

[Fleet] 2023 Dodge Charger (LDDE48) Police RWD

MSRP:\$43,085.00

Interior:Black, Heavy Duty Cloth Bucket & Rear Bench Seats

Exterior 1:Pitch Black Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

### OPTIONS

| CODE           | MODEL                                             | MSRP        |
|----------------|---------------------------------------------------|-------------|
| LDDE48         | [Fleet] 2023 Dodge Charger (LDDE48) Police RWD    | \$43,085.00 |
| <b>OPTIONS</b> |                                                   |             |
| 26A            | Quick Order Package 26A                           | \$0.00      |
| AWC            | Fleet Safety Group                                | \$395.00    |
| C8X9           | Black, Heavy Duty Cloth Bucket & Rear Bench Seats | \$0.00      |
| CW6            | Deactivate Rear Doors/Windows                     | \$85.00     |
| CW7            | Door/Window Activation Kit                        | \$115.00    |
| DFK            | Transmission: 8-Speed Automatic (8HP70)           | \$0.00      |
| EZH            | Engine: 5.7L V8 HEMI MDS VVT                      | \$0.00      |
| GXF            | Entire Fleet Alike Key (FREQ 1)                   | \$160.00    |
| LNA            | Matching Right Spot Lamp                          | \$235.00    |
| LNF            | Black Left Spot Lamp                              | \$235.00    |
| LNK            | LED Spot Lamps                                    | \$150.00    |
| PX8            | Pitch Black Clearcoat                             | \$0.00      |
| TBH            | Full Spare Tire Relocation Bracket                | \$165.00    |
| TWW            | Tires: P225/60R18 BSW Performance                 | \$0.00      |

|                    |                    |
|--------------------|--------------------|
| <b>SUBTOTAL</b>    | <b>\$44,625.00</b> |
| Adjustments Total  | \$0.00             |
| Destination Charge | \$1,595.00         |
| <b>TOTAL PRICE</b> | <b>\$46,220.00</b> |

### FUEL ECONOMY

Est City:16 (2022) MPG

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17970, Data updated Nov 17, 2022 6:49:00 PM PST

---

Vehicle: [Fleet] 2023 Dodge Charger (LDDE48) Police RWD (  Complete )

---

Est Highway:25 (2022) MPG

Est Highway Cruising Range:462.50 mi



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Authorization of Construction of Concrete Slabs for Fitness Equipment at Zalud Park

**SOURCE:** Parks and Leisure Services

**COMMENT:** Greenfields outdoor fitness equipment was purchased by the City to enhance fitness opportunities at Zalud Park for the community. The various pieces of equipment will be placed along the existing trail within the park. The concrete work will be paid for by federal Community Development Block Grant (CDBG) funds designated for public facilities and improvements. City staff installed similar equipment at Fallen Heroes Park and plan to handle the installation of this equipment as well once the concrete pads have been poured.

Staff received the following quotes for the concrete work:

|                          |          |
|--------------------------|----------|
| Advanced Concrete        | \$19,815 |
| CM Construction Services | \$24,115 |
| Lightning R Construction | \$27,677 |

The lowest prevailing wage quote for the concrete work, which includes forming and pouring six concrete pads for the fitness equipment 6" thick with rebar, is \$19,815.

**RECOMMENDATION:** That the City Council authorize the construction of concrete slabs by Advanced Concrete for fitness equipment at Zalud Park in an amount of \$19,815.

**ATTACHMENTS:**

1. Locator Map
2. Quotes

Appropriated/Funded:

Review By:

Department Director:  
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





N G St

N G St

N G St

N E Granito St

W Grand Ave

N Hawaii St

N E Granito St

W Grand Ave

David Spoon Painting

W Grand Ave

Zalud Park

Porterville Collision Center

Lloyds Transmission

MERCADO'S TIRE SHOP  
Tire shop

Milinich Body Works

Porterville Ford P  
Auto parts

N Sunnyside St

N Sunnyside St



# ADVANCED CONCRETE

---

1018 W. Teapot Dome Ave., Ste. E  
Porterville, CA. 93257

(559) 782-6322

License #1085269

DIR# 1000043065

DBE#46217

## Project Proposal:

Date: 11/16/2022

To: City of Porterville / Parks Department

## Project: Zalud Park-Equipment pads

### Scope of work:

1. Clear and grub, Grade and compact 6 areas for outdoor fitness pads
2. Form and pour 6 pads for outdoor fitness equipment: 6" thick concrete with rebar

**Total:**        \$ 19,815

### Addendums:

Notes: Includes prevailing wages

### Exclusions:

1. Permits, staking, testing & bonds.
2. Compaction testing
3. Traffic Control

THANKS FOR THE OPPORTUNITY TO PROVIDE THIS PROPOSAL, PLEASE CALL WITH ANY QUESTIONS.

Sal Limon, Estimator

O: (559) 782-6322

C: (559) 202-9333

[estimating.advancedconcrete@gmail.com](mailto:estimating.advancedconcrete@gmail.com)

**Terms & Conditions:**



1. All proposals include all labor, materials, & machinery necessary to complete the scope of work identified unless specifically listed.
2. All proposals are quoted exactly as written above and do not include any additional materials, labor, or construction efforts not specifically included in the scope of work. It is the responsibility of the owner or owners' representative to confirm that this quote includes all work that is desired quoted.
3. All proposals are quoted using standard wage scale. Projects known to require state prevailing wages will be identified specifically in the scope of work.
4. All proposals are price guaranteed for 30 calendar days. Proposals whose date has expired are subject to price revision. Even proposals that are signed & authorized now and whose project start date is beyond the 30<sup>th</sup> day are subject to revision as well.
5. All payment terms are due in full upon completion unless otherwise agreed.
6. Advanced Concrete is a fully insured company; insurance documents are available upon request.
7. This document, when signed, is a legal and binding contract between Advanced Concrete and the subject property owner and is governed by the State of California including lien rights by all interested parties.

**Authorization:** A signature below acknowledges the completeness and accuracy of the above scope of work and agreement of the price and terms & conditions. This also acts as formal authorization to proceed.

Sign:

Print:

Title / Company:

Date:





P O Box 6237

Visalia, CA. 93290

Office: 559-735-9556

Fax: 559-735-9529

**Project Quote:** Zalud Park Concrete

**Date:** 11-17-2022

**To:** City of Porterville Parks

**Work proposed:**

1. Grade and place concrete pads at 6 areas to be 6" of concrete for outdoor fitness pads.

**Total: \$24,115**

**Notes: Prevailing wages apply**

# Lightning R Construction

25232 Ave 104 Terra Bella Ca. 93270

559-306-7010

Lic. #: 1052442

Proposal: Zalad Park Concrete

Date: 11-17-2022

To: City of Porterville

---

## Proposed Work:

1. 6 areas for outdoor fitness pads to be graded and compacted, cleared and grubbed.
  2. Pour 6 pads for outdoor fitness equipment, to be 6" thick concrete reinforced.
- 

**Total: \$27,677**

Notes: Proposal includes prevailing wages





## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Acceptance of Project - Olive Avenue & Newcomb Street Traffic Signal Upgrade Project

**SOURCE:** Engineering and Project Management

**COMMENT:** P T M General Engineering Services Inc has completed the Olive Avenue & Newcomb Street Traffic Signal Upgrade Project per plans and specifications. The Project consisted of the installation of a new traffic signal at the intersection of Olive Avenue and Newcomb Street to accommodate protected left-turn phasing from the Newcomb Street legs of the intersection, as well as improvements at the intersection corners.

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 January 19, 2021, the Council authorized an expenditure of \$618,017 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 \$566,434.17
2. Construction Management, quality control and inspection service costs are \$8,600.15

Total project construction costs equate to \$613,377.46, which is less than the \$618,017 overall budget approved by Council at the time of award. The funding sources for this project includes the Highway Safety Improvement Program (HSIP) and Surface Transportation Program (STP) funds.

P T M General Engineering Services Inc requests that the Council accept the project as complete. Staff has reviewed the work and found it acceptable.

**RECOMMENDATION:** That City Council:  
1. Accept the Project as complete. and  
2. Authorize the filing of the Notice of Completion.

**ATTACHMENTS:** 1. Locator Map

**Appropriated/Funded:**

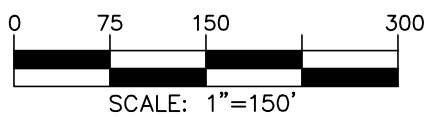
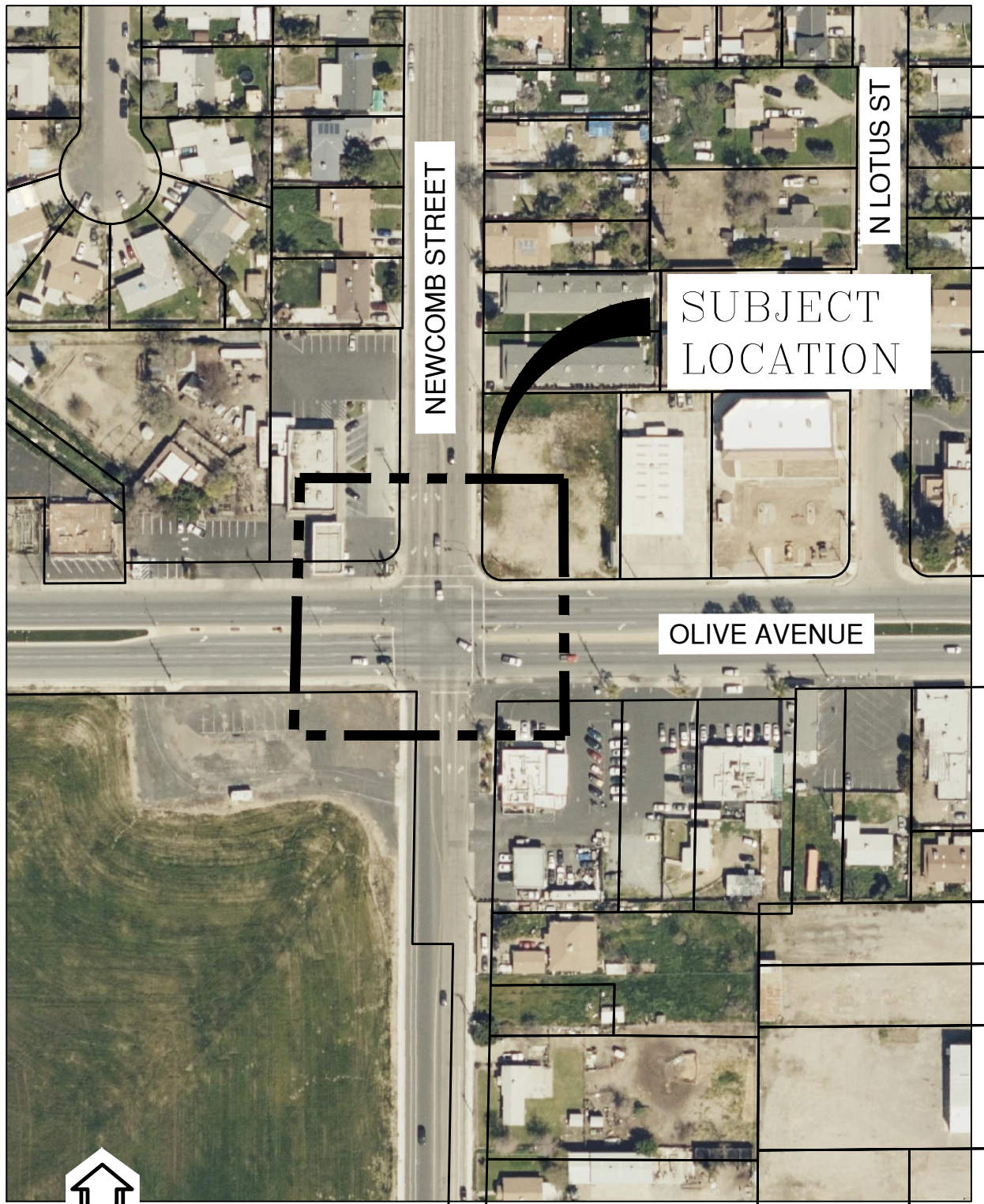
Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager





CITY OF PORTERVILLE  
ENGINEERING DIVISION

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

OLIVE AND NEWCOMB SIGNAL  
PROJECT LOCATOR MAP

|            |            |
|------------|------------|
| DRAWN BY   | KRS        |
| CHECKED BY | -          |
| SCALE      | 1"=150'    |
| DATE       | 11/10/2020 |

SHEET  
1  
OF  
1



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Addendum No. 1 to 4Creeks, Inc. Butterfield Stage Corridor Service Agreement

**SOURCE:** Engineering and Project Management

**COMMENT:** 4Creeks, Inc. is under contract with the City to design and provide plans and specifications for the Butterfield Stage Corridor Project. In order to provide a complete set of plans and specifications, the consultant must perform various reviews to ensure that the project can be constructed in a manner that meets codes and regulations as well as any requirements of the funding source. During the environmental assessment of the project area, it was discovered that there were levels of arsenic that exceeded the acceptable range in the State of California. The toxicologist has recommended a Human Health Risk Assessment to be performed which will provide approaches to protecting future workers and recreation receptors of the project area. The report will also provide the most cost effective risk management options.

Staff is seeking an amendment to the 4Creeks, Inc. Service Agreement that will allow the necessary Human Health Risk Assessment and related report to be completed. Cost for the additional services is \$13,000. Funding for the assessment services is available through the City's Measure R Alternative Transportation funds.

**RECOMMENDATION:** That the City Council:

1. Authorize the Engineering & Project Management Director to execute Addendum No. 1 to the 4Creeks, Inc. Service Agreement at an agreed upon fee of \$13,000 for the services described herein; and
2. Authorize progress payments up to 100% of the fee amount and authorize a ten percent (10%) contingency to cover unforeseen costs.

**ATTACHMENTS:** 1. 4Creeks, Inc. Addendum No. 1 - Scope and Fee

Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager





Elsa Mejia <elsam@4-creeks.com>

---

## RE: Butterfield Stage Trail Porterville - Estimate for Human Health Risk Assessment 024-22114

1 message

---

**Michael Bowery** <MichaelBowery@krazan.com>

Mon, Nov 7, 2022 at 4:15 PM

To: Elsa Mejia <elsam@4-creeks.com>

Cc: Jason Paul <JasonPaul@krazan.com>, Mark Edwards <MarkEdwards@krazan.com>

Hi Elsa:

As previously discussed, arsenic was detected in several soil samples collected at 0.5 feet below ground surface (bgs). Nine (9) of the 12 samples reported arsenic at concentrations exceeding 12 milligrams per kilogram (mg/kg), which is considered to be the acceptable background concentration for arsenic in California. Krazan then requested that the laboratory analyze the deeper 3.0 feet bgs samples for arsenic. Five (5) of the 12 samples reported arsenic above the acceptable background concentration.

Krazan received the soil vapor data for the project and tetrachloroethene (PCE) were reported in five (5) of the 10 samples in concentrations above the soil vapor screening level. The presence of PCE is likely from nearby dry cleaners.

Krazan's toxicologist reviewed the arsenic results for soil and PCE results for soil vapor data and recommended that a Human Health Risk Assessment (HHRA) be prepared. Krazan proposes to complete the HHRA for the former railroad track area that is proposed to be redeveloped into the Butterfield Stage Trail. The purpose of the HHRA will be to assess whether anthropogenic chemicals detected in soil and soil vapor at the proposed track segment represent a health risk to (1) future construction workers during conversion of the segment from railroad track to a trail for recreational use; (2) future maintenance workers at the track segment; and/or (3) recreational receptors at the future trail. Risk assessment results can then be used by the client and City of Porterville to determine whether risk control measures need to be implemented to protect future receptors at the track segment.

Krazan believes the results of the HHRA will provide valuable information to the City of Porterville. First, it will document that risks to human health have been evaluated under realistic exposure conditions. Second, it will provide a rational approach for determining the appropriate level of effort that may be required to protect future workers and/or recreational receptors. Finally, it will ensure that the most cost-effective risk-management options are considered and utilized.

The HHRA to be conducted for the trail segment will evaluate human exposure to chemical residue by utilizing standard equations and methods developed by the United States Environmental Protection Agency (EPA) and the California Environmental Protection Agency (Cal-EPA) for similar exposure conditions. Site-specific information regarding land use and receptors will be used to quantify exposures to the media of concern. The HHRA will include the selection of chemicals of potential concern, use of critical toxicity factors (i.e., reference doses [RfDs] for non-carcinogens and slope factors for carcinogens) in estimating potential health risks. RfDs and cancer slope factors developed by the Cal-EPA and the EPA will be used for estimating potential health risks.

A report detailing the results of this HHRA will be prepared in a straightforward format for the review of the client and City of Porterville. The report will include the justification for the selection of exposure pathways and assumptions necessary to support the estimation of potential risk.

Krazan's proposed approach is designed to fully utilize existing data and information generated during previous investigations at the track segment in order to minimize the costs and time required to produce a quality document. As much as possible, Krazan's risk assessment services will be consistent with Cal-EPA requirements and guidance.

It is anticipated that a draft HHRA report will be submitted to the client/City of Porterville for review. Comments and recommendations received on the draft report will be incorporated into a final HHRA report. For costing purposes, it is assumed that comments provided by the client/City of Porterville will be minimal.

The estimated cost to prepare the HHRA is \$13,000 and will take approximately seven (7) to 10 business days to complete.

Please contact me with any questions, thank you...

Michael H. Bowery, MS, PG

Senior Manager

Environmental Services Division

**Krazan & Associates**

215 West Dakota Avenue

Clovis, California 93612

ph. 559-348-2200

fax 559-348-2190

cell 559-862-6144

[michaelbowery@krazan.com](mailto:michaelbowery@krazan.com)

[www.krazan.com](http://www.krazan.com)

-



Please consider the environment before printing this email.

This email may contain material that is confidential or privileged work product for the sole use of the intended recipient (s). Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not an intended recipient, please contact the sender and delete all copies.



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Renewal of Airport Lease Agreement - Lot No. 49A

**SOURCE:** Finance

**COMMENT:** Michael and Elaine Wall are the current leaseholders of Lot No. 49A at the Porterville Municipal Airport. The City has received a request from Elaine Wall dated July 8, 2022, to renew the lease for a period of ten (10) years. The lot is approximately 2,600 square feet in area and will rent for a rate of \$0.382 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2024 and each January 1 thereafter. The lease will begin on January 1, 2023 and expire on December 31, 2032. The hangar will be utilized for the parking and storage of aircraft. Additionally, Elaine Wall has requested to remove her deceased spouse, Michael Wall, from the lease agreement.

**RECOMMENDATION:** That the City Council approve the renewal of the Lease Agreement between the City and Elaine Wall for Lot No. 49A at the Porterville Municipal Airport for a term of ten (10) years.

**ATTACHMENTS:**

1. Letter of Request dated July 8, 2022
2. Draft Lease Agreement
3. Locator Map

**Appropriated/Funded:**

**Review By:**

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



## Airport Lease - Lot No 49A

Melinda Davis <meld33@yahoo.com>

Fri 7/8/2022 10:52 AM

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

Caution! This message was sent from outside your organization.

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

Janie,

Re: Airport Lease

I, Elaine Wall, intend to keep and renew my lease for Lot 49A

Tail Number - N8702P Piper Comanche

Use of the hanger is personal airplane storage -not rented.

Please remove my deceased spouse, Michael Wall, from the lease

Terms- 10 years

Thank you so much,

Sincerely,

Elaine Wall

1715 W School Ave  
Porterville, Ca 93257  
559-784-8956

Email to - meld33@yahoo.com

Sent from Yahoo Mail for iPhone

## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of January, 2023, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Elaine Wall, hereinafter referred to as “Lessee.”

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 49A at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on January 1, 2023, both parties having executed the same, and shall terminate on December 31, 2032, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the

determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.382 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,600 square feet of land area, said rental rate will be \$993.20 annually, payable in advance.

Beginning January 1, 2024, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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

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

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

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.



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

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

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

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

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

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

demised premises during the term of this Lease or any holding over.

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary,



Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be

subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

To the Lessee: Elaine Wall  
1715 W. School Ave.  
Porterville, CA 93257

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

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

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

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a

transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and



abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner termination of the Lease, Lessee will peaceably and quietly leave, surrender, and yield up to the City

the demised premises in as good condition and repair as at the commencement of Lessee's occupancy, reasonable use and wear thereof, and damage by earthquake, public calamity, by the elements, by acts of God, or by fire or other circumstances over which Lessee has no control, excepted.

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

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

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

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

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

36. Venue: If either Lessee or City initiates an action to enforce the terms hereof or declare

rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that the venue thereof shall be the County of Tulare, State of California. Lessee hereby waives any rights he might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

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

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

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Martha A. Flores, Mayor

By: \_\_\_\_\_  
Elaine Wall

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia M. Lew, City Attorney



# AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.

44A 44B 44C

|    |    |    |    |
|----|----|----|----|
| 40 | 41 | 42 | 43 |
| 36 | 37 | 38 | 39 |

45

46A 46B 46C 46D

35

|   |   |   |    |   |   |   |
|---|---|---|----|---|---|---|
| A | B | C | 34 | D | E | F |
|---|---|---|----|---|---|---|

33

32A

B C

31C

31A

31B

30B

30A1

30A2

30A3

47

48

49A

49B

50

SUBJECT  
LOCATION



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Renewal of Airport Lease Agreement and Consent to Sublet - Lot No. 49B

**SOURCE:** Finance

**COMMENT:** Michael Quatacker is the current leaseholder of Lot No. 49B at the Porterville Municipal Airport. The City has received a request from Michael Quatacker and Debbie Quatacker dated August 8, 2022, to renew the lease for a period of ten (10) years. The lot is approximately 2,700 square feet in area and will rent for a rate of \$0.382 per square foot per year, with annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2024 and each January 1 thereafter. The lease will begin on January 1, 2023 and expire on December 31, 2032.

Additionally, Michael Quatacker is requesting to add his wife, Debbie Quatacker, to the lease agreement. They are also requesting the City's consent to sublet the hangar on Lot No. 49B to David Sherwood, on a month-to-month basis. The hangar will be utilized for the parking and storage of aircraft.

**RECOMMENDATION:** That the City Council:

1. Approve the renewal of the Lease Agreement between the City and Michael Quatacker and Debbie Quatacker for Lot No. 49B at the Porterville Municipal Airport for a term of ten (10) years;
2. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 49B at the Porterville Municipal Airport to David Sherwood on a month-to-month basis; and
3. Authorize the Mayor to sign the Lessor's Consent to Sublet Airport Hangar Lot No. 49B on behalf of the City.

**ATTACHMENTS:**

1. Letter of Request dated August 9, 2022
2. Draft Lease Agreement
3. Draft Lessor's Consent to Sublet
4. Locator Map

**Appropriated/Funded:**

**Review By:**  
Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Re: Lots 46C and 49B

Debbie Quatacker <debbie@quatacker.com>

Tue 8/9/2022 5:44 PM

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

 1 attachments (884 KB)

CCF08092022\_00000.jpg;

Add Debbie  
to agreement.  
per m. Quatacker  
11/10/22

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

[Block sender](#)

Good afternoon Janie. Our lease agreement with the City of Porterville for Lot 49B at the Porterville Municipal Airport will expire on October 31, 2022. Mike and I are requesting a renewal of the lease under the same terms and conditions as the current lease and would request a further ten-year lease period. The hangar is currently rented to Mr. David Sherwood and a copy of his current rental agreement with aircraft information is attached. I shall await your further instructions.

Best regards,

Debbie Quatacker



## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of January, 2023, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as “City” and Michael Quatacker and Debbie Quatacker, hereinafter referred to as “Lessee.”

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Premises: City, for and in consideration of the covenants, conditions, agreements, and stipulations herein set forth, does hereby demise and lease to Lessee, and Lessee hereby hires from City, those certain premises situated in the City of Porterville, State of California, described as Lot 49B at the Porterville Municipal Airport, more particularly described in Exhibit A being attached hereto and by this reference made a part hereof.

2. Term: The term of this Lease shall commence on January 1, 2023, both parties having executed the same, and shall terminate on December 31, 2032, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the

determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.382 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 2,700 square feet of land area, said rental rate will be \$1,031.40 annually, payable in advance.

Beginning January 1, 2024, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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

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

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

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

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

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

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

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

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be

incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

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



demised premises during the term of this Lease or any holding over.

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary,

Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be

subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

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

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

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

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

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to

any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including

attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner



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

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

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

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

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

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

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

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

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

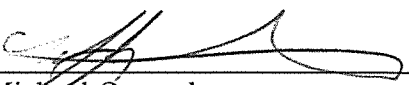
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

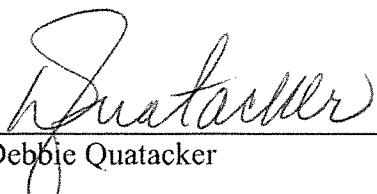
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Martha A. Flores, Mayor

By:  \_\_\_\_\_  
Michael Quatacker

By:  \_\_\_\_\_  
Debbie Quatacker

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia M. Lew, City Attorney

**LESSOR'S CONSENT TO SUBLET  
AIRPORT HANGAR LOT NO. 49B  
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 49B, hereby consents to the request dated August 9, 2022, made by the Lessee, Michael Quatacker and Debbie Quatacker, to sublet said airport hangar lot to David Sherwood, on a month-to-month basis, for the parking and storage of aircraft. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 6<sup>th</sup> day of December, 2022.

CITY OF PORTERVILLE  
"LESSOR"

BY: \_\_\_\_\_  
Martha A. Flores  
MAYOR, CITY OF PORTERVILLE

ATTEST: \_\_\_\_\_  
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Julia Lew, City Attorney

# AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.

44A 44B 44C

|    |    |    |    |
|----|----|----|----|
| 40 | 41 | 42 | 43 |
| 36 | 37 | 38 | 39 |

45

46A 46B 46C 46D

35

|   |   |   |    |   |   |   |
|---|---|---|----|---|---|---|
| A | B | C | 34 | D | E | F |
|---|---|---|----|---|---|---|

33

32A

B

D

C

31C

31A

31B

30B

30A1

30A2

30A3

47

48

49

49A

49B







## CITY COUNCIL AGENDA – DECEMBER 6, 2022

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

**SOURCE:** Finance

**COMMENT:** Michael Quatacker is the current leaseholder of Lot No. 46C at the Porterville Municipal Airport. The City has received a request from Michael Quatacker and Debbie Quatacker dated August 8, 2022, to renew the lease for a period of ten (10) years. The lot is approximately 3,780 square feet in area and will rent for a rate of \$0.382 per square foot per year, with an annual adjustment according to the change in the Consumer Price Index, beginning on January 1, 2024 and each January 1 thereafter. The hangar will be utilized for the parking and storage of aircraft. Additionally, Michael Quatacker is requesting to add his wife, Debbie Quatacker, to the lease agreement.

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

**ATTACHMENTS:**

1. Letter of Request dated August 9, 2022
2. Draft Lease Agreement
3. Locator Map

**Appropriated/Funded:**

**Review By:**

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

Re: Lots 46C and 49B

Debbie Quatacker <debbie@quatacker.com>

Tue 8/9/2022 5:46 PM

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

Add Debbie  
Quatacker to  
agreement per  
m. Quatacker  
11/10/22

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

[Block sender](#)

Good afternoon Janie. Our lease agreement with the City of Porterville for Lot 46C at the Porterville Municipal Airport will expire on November 30, 2022. Mike and I are requesting a renewal of the lease under the same terms and conditions as the current lease and would request a further ten-year lease period. The hangar is currently being used by us for the storage and maintenance of aircraft, primarily RV with tail number N8MQ. I shall await your further instructions.

Best regards,

Debbie Quatacker

## LEASE AGREEMENT

### PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT ("Lease"), executed at Porterville, California the first day of January, 2023, by and between the CITY OF PORTERVILLE, a charter city and municipal corporation of the State of California, hereinafter referred to as "City" and Michael Quatacker and Debbie Quatacker, hereinafter referred to as "Lessee."

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

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

2. Term: The term of this Lease shall commence on January 1, 2023, both parties having executed the same, and shall terminate on December 31, 2032, provided Lessee is not in default with respect to any of the conditions or covenants of this lease. Notwithstanding the stated term of the Lease, the City may terminate this Lease at its pleasure and repossess the premises therein described upon three months' notice thereof and upon paying to the lessee the market value of any improvements made or put upon said premises by the lessee. The market value of such improvements shall be determined by a board of appraisers consisting of one appraiser appointed by the council, and a lessee appraiser appointed by the lessee. The parties will follow Charter Section 68 concerning the

determination of the value of the improvements.

3. Rental and Business Privilege Consideration: Lessee agrees to pay to City in lawful money of the United States without deductions or offset, to the Finance Director, City of Porterville, 291 N. Main Street, Porterville, California, 93257, or to such person or persons and at such place or places as may be designated from time to time by City, a rental rate of \$0.382 per square foot per year. Inasmuch as the lease site (See Exhibit "A" attached) contains approximately 3,780 square feet of land area, said rental rate will be \$1,443.96 annually, payable in advance.

Beginning January 1, 2024, and each January 1 thereafter for the term of this Lease, the rate shall be adjusted by a percentage equal to the annual percentage increase or decrease in the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the San Francisco CPI and the Los Angeles CPI as published for October of the prior year. The CPI index will be "All Urban Consumers."

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

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

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

Said appeal to the City Council must be made in writing and be received by the City Clerk, 291 N. Main Street, Porterville, California, 93257, within 72 hours after Lessee received notice of said nuisance.

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

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

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

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

9. Utilities: Lessee agrees to pay during the term of the Lease, or any holding over, any and all utilities utilized by it to said demised premises. The term "utilities" as used herein shall include, but is not limited to, telephone, electrical, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal service.

10. Utility Extension or Modification: Lessee shall pay any and all expenses that may be



incurred in obtaining the extension of public utility services to the demised premises from existing utility facilities or any modifications of same.

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

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

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

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

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

demised premises during the term of this Lease or any holding over.

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

17. Nondiscrimination: Lessee for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby covenant and agree that (1) no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, ancestry, disability, gender, age, religion, sexual orientation or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that Lessee shall use the premises in compliance with other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary,

Part 21, Nondiscrimination in Federally - Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge a fair, reasonable and not unjustly discriminatory price for each unit or service; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or similar type of price reductions to volume purchasers.

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

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

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

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

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

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

22. Rights of United States Government: This Lease and all the provisions hereof shall be

subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, or taking over of said airport.

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

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

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

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

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

25. Assignment and Subletting: This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto. Lessee shall not, and Lessee herewith agrees that it will not, sublet the premises, or any part thereof or assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder without the prior written consent of the City. In the event the Lessee shall sublet, assign, transfer, mortgage, or otherwise convey the premises or its rights and interest hereunder, or any part thereof, or attempt to do so in violation to the foregoing provision, then in addition to any and all other rights and remedies available to it, the City may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage or other conveyance void or terminate this Lease and all rights and interest of Lessee and all other persons hereunder. Any consent by City to

any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a transfer, mortgage, or conveyance. This clause shall not be construed to limit right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

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

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

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

27. Breach by Lessee: In the event of the breach by Lessee of any term, condition, or agreement herein contained, and the failure to cure such breach within thirty (30) days after written notice has been given to Lessee by City, this Lease and all privileges herein granted shall be terminated and be of no other force or effect, and Lessee shall immediately surrender possession of the premises hereby granted, and in the event City has to resort to legal action to enforce any provision hereof, or to obtain restitution hereunder, the Lessee shall pay all costs and expenses, including



attorney's fees of such action. Providing further, that in the event Lessee breaches this Lease and abandons the demised premises before the end of the term, or if Lessee's right to possession is terminated by City because of a breach of this Lease, City shall have the right to recover from Lessee, as provided in State of California Civil Code Section 1951.2. Damages City may recover shall include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided. This clause shall not be construed to limit any right or remedy which City may become entitled to by reason of the action(s) or failure(s) to act of Lessee.

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

29. Bankruptcy: In the event the (a) Lessee shall file a voluntary petition in bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Lessee shall be instituted by anyone other than the City under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Lessee, or any alien or any writ of attachment, garnishment, execution, or distraint shall be levied upon any of Lessee's rights or interest under this Lease; or (d) there shall be any other assignment of any of Lessee's rights or interest under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, City may, at its option by written notice to Lessee, terminate this Lease and all rights and interest of Lessee and all other persons under this Lease. The term "Lessee," as used in this paragraph, includes any individual, partnership, or corporation who is a Lessee hereunder, even though several individuals, partnerships, or corporations are such, and includes each partner of any partnership who is a Lessee hereunder. Any consent by City to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as a consent to any other different or subsequent sublease, assignment, transfer, mortgage, or conveyance.

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

31. Surrender of Premises: On the last day of said term, or extension thereof, or sooner

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

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

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

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

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

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

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

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

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

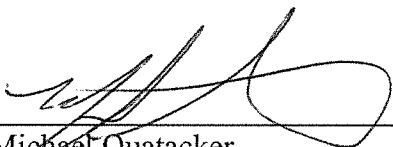
39. Time of Essence: Time is hereby expressly declared to be the essence of this Lease and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Lease.

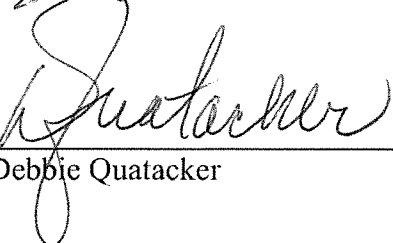
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first herein above written.

CITY OF PORTERVILLE

LESSEE

By: \_\_\_\_\_  
Martha A. Flores, Mayor

By:   
Michael Quatacker

By:   
Debbie Quatacker

ATTEST:

By: \_\_\_\_\_  
John D. Lollis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julia M. Lew, City Attorney

# AIRPORT LEASE SITES



44A 44B 44C

|    |    |    |    |
|----|----|----|----|
| 40 | 41 | 42 | 43 |
| 36 | 37 | 38 | 39 |

45

46A 46B 46C 46D

35

|   |   |   |    |   |   |   |
|---|---|---|----|---|---|---|
| A | B | C | 34 | D | E | F |
|---|---|---|----|---|---|---|

33

|     |   |   |
|-----|---|---|
| 32A | B | C |
|-----|---|---|

31C

|     |     |
|-----|-----|
| 31A | 31B |
|-----|-----|

30B

|      |      |      |
|------|------|------|
| 30A1 | 30A2 | 30A3 |
|------|------|------|

47

50

TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.  
BLD.



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Community Civic Event - Children's Christmas Parade Rescheduling - December 8, 2022

**SOURCE:** Finance

**COMMENT:** At its meeting on October 18, 2022, the City Council approved the community civic event application submitted by the Rotary Club of Porterville and the Porterville Chamber of Commerce to hold the Children's Christmas parade on December 1, 2022. Due to rain forecasted for that day, the event organizers are requesting to change the date and reschedule the parade to Thursday, December 8, 2022, from 7:00 PM to 9:00 PM. The same streets and sidewalks are requested to be closed from 5:00 PM to 9:00 PM. All other restrictions and requirements listed on the Application and Agreement, Exhibit A and Exhibit B remain the same and are to be adhered to.

**RECOMMENDATION:** That the City Council approve the Rotary Club of Porterville and the Porterville Chamber of Commerce request to reschedule the Children's Christmas Parade to Thursday, December 8, 2022, subject to the restrictions and requirements contained in the Community Civic Event Application and Agreement, Exhibit A and Exhibit B.

**ATTACHMENTS:** 1. Community Civic Event Application and Agreement

**Appropriated/Funded:**

**Review By:**

Department Director:  
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



291 N. Main Street, Porterville, CA 93257

(Incomplete applications can delay permit process)



Application date: September 8, 2022 Event date: ~~December 1, 2022~~ 12/08/22

**Name of Event:** Children's Christmas Parade

Rotary Club of Porterville, Porterville Chamber of Commerce,  
City of Porterville

93 N. Main St. Ste. A, Porterville, CA 93257

Phone # (559) 784-7502

Phone # (661) 364-6346

(Location map must be attached)

501(c)6

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

1 of 4



# CITY OF PORTERVILLE

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

### ***What constitutes a Community Civic Event?***

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

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

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

*KM*

Authorized Representative Initials

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

*KM*

Authorized Representative Initials

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

*KM*

Authorized Representative Initials

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

*KM*

Authorized Representative Initials

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

|                                 |                                                                                     |            |
|---------------------------------|-------------------------------------------------------------------------------------|------------|
| Porterville Chamber of Commerce |  | 09/08/2022 |
| (Name of Organization)          | (Signature)                                                                         | (Date)     |



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

**Sponsoring organization:** Rotary Club of Porterville, Porterville Chamber of Commerce, City of Porterville

**Location:** Main St. and side streets downtown

Event date: December 1, 2022 Event time: 7:00pm - 9:00pm

[illegible]

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

# CITY OF PORTERVILLE

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

Name of event: Children's Christmas Parade

Sponsoring organization: Rotary Club of Porterville, Porterville Chamber of Commerce, City of Porterville

Event date: December 1, 2022- 12/08/22 Hours: 7:00pm - 9:00pm

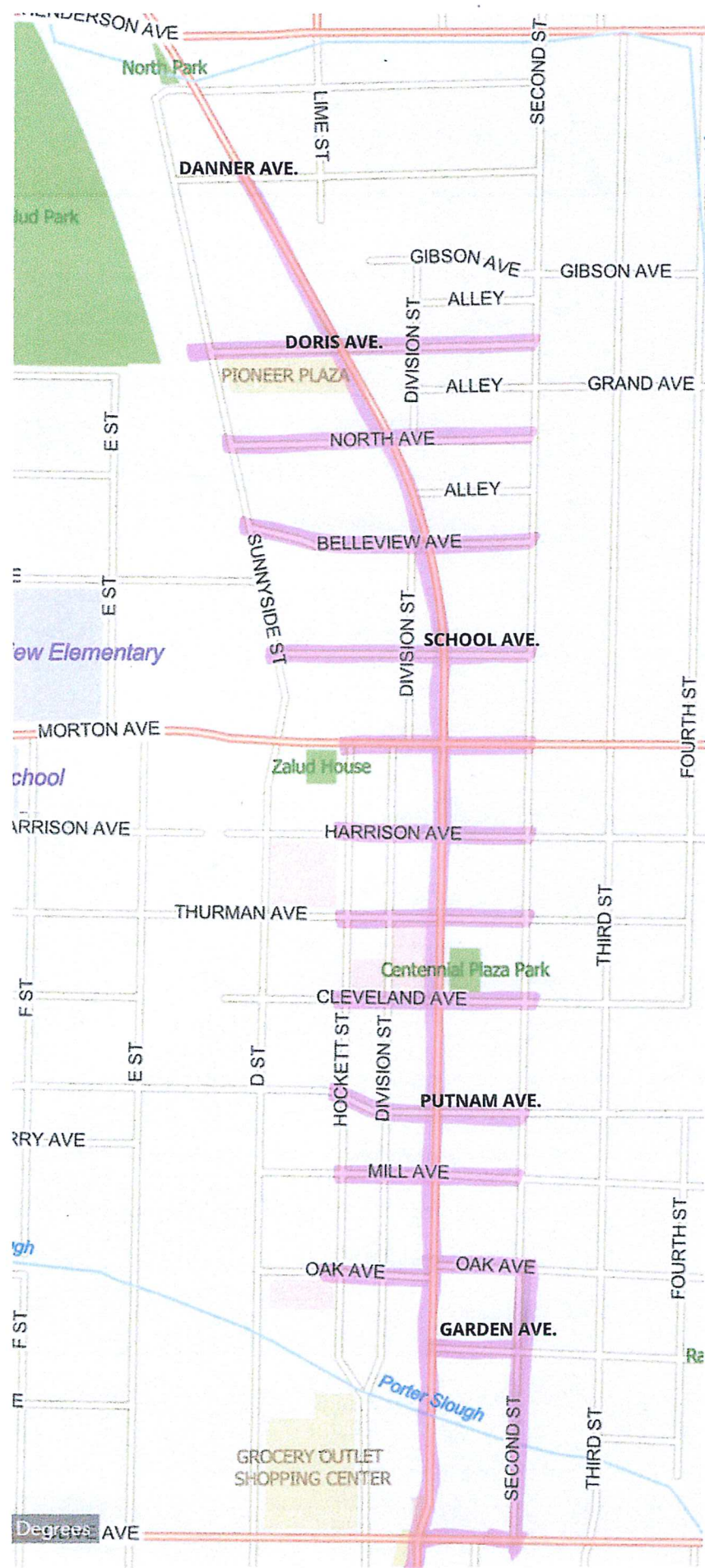
### ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

5:00pm - 9:00pm for street & sidewalk closures  
6:00am - 9:00pm closure of parking spaces in front of Chamber  
3:00pm - 9:00pm closure of parking spaces in front of City Hall

### Closed

| <u>Street Name</u>                                       | <u>From</u>                                | <u>To</u>                  | <u>Activity</u>             |
|----------------------------------------------------------|--------------------------------------------|----------------------------|-----------------------------|
| Main St.                                                 | Danner Ave.                                | Olive                      | Parade route & assembly     |
| Morton, Harrison, Thurman, Cleveland, Putnam, Mill & Oak | Hockett St.                                | Second St.                 | Adjacent to parade route    |
| Garden Ave.                                              | Main St.                                   | Second St.                 | Adjacent to parade route    |
| School, Bellevue, North, & Doris                         | Sunnyside St.                              | Second St.                 | Parade Assembly             |
| Second St.                                               | Olive                                      | Oak St.                    | Parade Disbursement         |
| (Street closures from 5:00pm to 9:00pm)                  |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
| <u>Sidewalks</u>                                         | <u>From</u>                                | <u>To</u>                  | <u>Activity</u>             |
| Main St.                                                 | Danner Ave.                                | Olive Ave.                 | View Parade & assembly area |
| (Sidewalk closures from 5:00pm to 9:00pm)                |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |
| <u>Parking lots and spaces</u>                           | <u>Location</u>                            |                            | <u>Activity</u>             |
| Main St. (7 spaces)                                      | Porterville Chamber, 93 N. Main St. Ste. A | (6:00am-9:00pm closure)    | Judge's stand               |
| City Hall (5 northern spaces)                            | City Hall, 291 N. Main St.                 | (3:00pm to 9:00pm closure) | Announcer's stand           |
|                                                          |                                            |                            |                             |
|                                                          |                                            |                            |                             |





Requirements for Community Civic Event  
Rotary Club of Porterville/ Chamber of Commerce  
Children's Christmas Parade  
December 8, 2022

|                                                             |                                                                                                                                                                                                         |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Engineer:<br><i>D. Cervantez</i>                       | No comments.                                                                                                                                                                                            |
| Community Development Director:<br><i>J. Ridenour</i>       | No comments.                                                                                                                                                                                            |
| Public Works Director:<br><i>M. Knight</i>                  | No comments.                                                                                                                                                                                            |
| Fire Marshal:<br><i>C. Dignam</i>                           | No comments.                                                                                                                                                                                            |
| Parks and Leisure Services Director:<br><i>D. Moore</i>     | No comments.                                                                                                                                                                                            |
| Police Lieutenant:<br><i>R. Moore</i>                       | Please see Exhibit B.                                                                                                                                                                                   |
| Deputy City Manager:<br><i>P. Hildreth</i>                  | The insurance documents look fine.<br>Risk Management will require adherence to any and all federal, state and/or local COVID-19 restrictions in place, if any, at the time of the event.<br>Thank you! |
| Field Services Superintendent:<br><i>B. Spry</i>            | Refuse will deliver cans that morning.                                                                                                                                                                  |
| Field Services Superintendent – Streets:<br><i>J. Baeza</i> | Street Department will close and pick up closure for parade route.                                                                                                                                      |



## Requirements for Community Civic Event

Sponsor: Rotary Club of Porterville/ Chamber of Commerce  
Event: Children's Christmas Parade  
Event Chairman: Greg Meister  
Location: Main St. from Danner to Olive, Porterville Ca  
Date of Event: December 8, 2022 (7:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Rotary Club of Porterville provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

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

# **CITY OF PORTERVILLE/POLICE DEPARTMENT**

## **Community Civic Event Application**

**Children's Christmas Parade**  
**December 8, 2022 / 5:00PM – 9:00PM**

### Proposed Conditions/Requirements:

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- Parade Committee should meet with street vendors to coordinate rules regarding their activities, such as:
  - Staying off the parade route and crossing in front of floats or groups
  - Shall not sell silly string, snap caps or party poppers
  - Ensure each vendor has properly obtained a City business license
- Food vendors should be situated where they minimally block the sidewalk.
- Food vendors should provide inspection certificates from the Tulare County Health Department to ensure safe food products.
- Throwing candy from vehicles, floats, or any parade entry is prohibited. This results in children scampering to catch or find candy in a crowded environment, and causes others to run out into the street. This practice creates significant and unnecessary risk for parade goers. All registered parade entrants should be informed of this prohibition and efforts taken to cease this practice.
- An Outside Amplifier Permit will undoubtedly be requested and granted. However, event organizers shall not allow music or other amplifications to be played so loud as to unreasonably disturb the peace and good order of the business establishments or neighborhoods in the area.
- Event organizers shall coordinate all policing/traffic/parking/posting concerns with Lieutenant Mark Azevedo and Sergeant Erik Martinez well in advance of the event. They can be contacted at 559-782-7410/559-782-7400.

Lieutenant Ron Moore  
Porterville Police Department

Exhibit B

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



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

- 1 Name and home address of the applicant: Porterville Chamber of Commerce, 93 N. Main St., Ste. A, Porterville, CA 93257
- 2 Address where amplification equipment is to be used: Main St.
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Equipment will be on individual entries in the parade - names on file at the Chamber
- 4 Type of event for which amplification equipment will be used: Children's Christmas Parade
- 5 Dates and hours of operation of amplification equipment: December 8 2022 7:00pm - 9:00pm
- 6 A general description of the sound amplifying equipment to be used: Various types

**Section 18-9**

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

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

**Section 18-14**

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

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

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

  
Signature of Applicant

09/08/2022  
Date

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

  
City of Porterville, Chief of Police/Designee

9.16.2022  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/02/2022

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

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

|                                                                                                                                                                               |                                                               |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>Arthur J. Gallagher Risk Management Services, Inc.<br>2850 Golf Road<br>Rolling Meadows IL 60008                                                           | <b>CONTACT NAME:</b> Ali Sulita                               |                                    |
|                                                                                                                                                                               | <b>PHONE (A/C, No., Ext):</b> 1-833-3ROTARY                   | <b>FAX (A/C, No):</b> 630-285-4062 |
| <b>INSURED</b><br><br>All Active US Rotary Clubs & Districts<br>The Rotary Club of Porterville<br>ATTN: Risk Management Dept.<br>1560 Sherman Ave.<br>Evanston, IL 60201-3698 | <b>E-MAIL ADDRESS:</b> rotary@ajg.com                         |                                    |
|                                                                                                                                                                               | <b>INSURER(S) AFFORDING COVERAGE</b>                          |                                    |
|                                                                                                                                                                               | <b>INSURER A:</b> Westchester Surplus Lines Insurance Company |                                    |
|                                                                                                                                                                               | <b>INSURER B:</b>                                             |                                    |
|                                                                                                                                                                               | <b>INSURER C:</b>                                             |                                    |
|                                                                                                                                                                               | <b>INSURER D:</b>                                             |                                    |
|                                                                                                                                                                               | <b>INSURER E:</b>                                             |                                    |
| <b>INSURER F:</b>                                                                                                                                                             |                                                               |                                    |
| <b>NAIC #</b> 10172                                                                                                                                                           |                                                               |                                    |

## COVERAGES

**CERTIFICATE NUMBER:** 899307648

**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                | ADDL INSD                       | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Liquor Liability Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                               |          | G73578917 001  | 7/1/2022                | 7/1/2023                | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$4,000,000<br>PRODUCTS - COMP/OP AGG \$4,000,000<br>\$ |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                  |                                 |          | G73578917 001  | 7/1/2022                | 7/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                      |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                             |                                 |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                            |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                           | Y/N<br><input type="checkbox"/> | N/A      | NOT APPLICABLE |                         |                         | PER STATUTE<br>OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

## CERTIFICATE HOLDER

The City of Porterville and Successor Agency to the Porterville Redevelopment Agency  
291 N. Main St.  
Porterville, CA 93257  
The Rotary Club of Porterville / District 5230  
RE: Porterville Children's Christmas Parade / December 1st, 2022

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Cynthia L. LaMonte*

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ENDORSEMENT #**

**This endorsement, effective 12:01 AM 07/01/2022**

**Forms a part of policy no.: G73578917001**

**Issued to: US ROTARY CLUBS & DISTRICTS**

**C/O ROTARY INTERNATIONAL**

**By: WESTCHESTER SURPLUS LINES INSURANCE COMPANY**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

**(Based on CG2026 04/13)**

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

City of Porterville and Successor Agency to the Porterville Redevelopment Agency, its Officers, Employees, Agents and Volunteers  
291 North Main Street  
Porterville, CA 93257

RE: Rotary Club of Porterville - Children's Christmas Parade December 1, 2022

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or



**2.** Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

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

All other terms and conditions of the policy remain the same.

---

**Authorized Representative**



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

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

**SOURCE:** City Manager's Office

**COMMENT:**

During the prior eighteen (18) months, the City Council and its legislative bodies have conducted teleconferencing meetings as allowed pursuant to a series of Executive Orders, the most recent which expired on September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Pursuant to adopted State law effective September 30, 2021, Assembly Bill 361 (AB 361), extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, which the status of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place. Consistent with AB 361, the Council must adopt a Resolution consistent with the Governor's State of Emergency, and must review and renew such Resolution every thirty (30) days thereafter. AB 361 will sunset on January 1, 2024, although Governor Newsom announced on October 17, 2022, that the COVID-19 State of Emergency would be concluded on February 28, 2023, thus ending the authority of the legislation. The Council last adopted its Resolution consistent with AB 361 at its meeting on November 15, 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 January 5, 2023, 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 6<sup>th</sup> day of December, 2022.

---

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: \_\_\_\_\_

Patrice Hildreth, Chief Deputy City Clerk



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

SUBJECT: Status and Review of Local Emergency Drought

SOURCE: City Manager's Office

COMMENT:

At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of November 15, 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

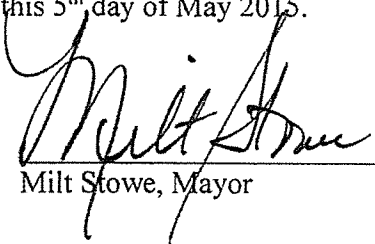
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

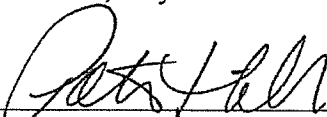
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

|                   |             |           |                |            |
|-------------------|-------------|-----------|----------------|------------|
| <b>California</b> | <b>(50)</b> |           |                |            |
| 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:

|                   |            |                 |            |
|-------------------|------------|-----------------|------------|
| <b>California</b> | <b>(8)</b> |                 |            |
| 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:

|                |            |         |             |
|----------------|------------|---------|-------------|
| <b>Arizona</b> | <b>(3)</b> |         |             |
| La Paz         | Mohave     | Yuma    |             |
| <b>Nevada</b>  | <b>(8)</b> |         |             |
| Clark          | Esmeralda  | Mineral | Washoe      |
| Douglas        | Lyon       | Nye     | Carson City |
| <b>Oregon</b>  | <b>(5)</b> |         |             |
| 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 1<sup>st</sup>, 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

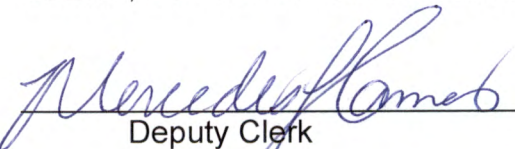
ABSTAIN: NONE

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**

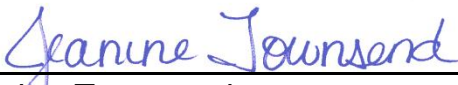
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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



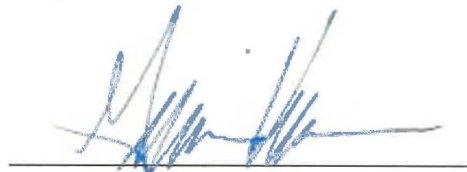
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

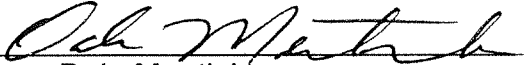
OAL Matter Type: Emergency (E)

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<br><b>Z-</b> | REGULATORY ACTION NUMBER<br><b>2022</b> | EMERGENCY NUMBER<br><b>-0606-03E</b> |
|------------------|---------------------------------|-----------------------------------------|--------------------------------------|

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<br><input type="checkbox"/> Notice re Proposed Regulatory Action <input type="checkbox"/> Other                                                                                                    |  | 4. AGENCY CONTACT PERSON |                        | TELEPHONE NUMBER              | FAX NUMBER (Optional) |
| OAL USE ONLY<br><input type="checkbox"/> ACTION ON PROPOSED NOTICE<br><input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved as Modified <input type="checkbox"/> Disapproved/Withdrawn |  | NOTICE REGISTER NUMBER   |                        | PUBLICATION DATE              |                       |

## B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

|                                                                             |                                                          |
|-----------------------------------------------------------------------------|----------------------------------------------------------|
| 1a. SUBJECT OF REGULATION(S)<br>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<br>(List all section number(s) individually. Attach additional sheet if needed.) | ADOPT<br>996 |
|                                                                                                      | AMEND        |
| TITLE(S)<br>23                                                                                       | REPEAL       |

## 3. TYPE OF FILING

|                                                                                                                     |                                                                                                                                                                                                                                                                             |                                                                                      |                                                                                             |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Regular Rulemaking (Gov. Code §11346)                                                      | <input type="checkbox"/> 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. | <input type="checkbox"/> Emergency Readopt (Gov. Code, §11346.1(h))                  | <input type="checkbox"/> Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100) |
| <input type="checkbox"/> Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4) | <input type="checkbox"/> Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)                                                                                                                                                                     | <input type="checkbox"/> File & Print                                                | <input type="checkbox"/> Print Only                                                         |
| <input checked="" type="checkbox"/> Emergency (Gov. Code, §11346.1(b))                                              |                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> 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)

|                                                                                                     |                                                                                 |                                                                  |                                                    |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a)) | <input checked="" type="checkbox"/> Effective on filing with Secretary of State | <input type="checkbox"/> \$100 Changes Without Regulatory Effect | <input type="checkbox"/> Effective other (Specify) |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------|

## 6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

|                                                                            |                                                              |                                             |
|----------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Department of Finance (Form STD. 399) (SAM §6660) | <input type="checkbox"/> Fair Political Practices Commission | <input type="checkbox"/> State Fire Marshal |
| <input type="checkbox"/> Other (Specify)                                   |                                                              |                                             |

|                                      |                                    |                       |                           |
|--------------------------------------|------------------------------------|-----------------------|---------------------------|
| 7. CONTACT PERSON<br>Garrett Lenahan | TELEPHONE NUMBER<br>(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")



for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT  
5410010-018C AND 5400655-001C ("Project")

---

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664  
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664  
ELIGIBLE WORK START DATE: JULY 1, 2016  
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020  
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023  
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024  
RECORDS RETENTION END DATE: OCTOBER 1, 2059

---

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - Exhibit A – Scope of Work and Schedule
  - Exhibit B – Specific Funding Provisions
  - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
  - the Drinking Water System Permit No. 03-12-06P-004;
  - the Davis-Bacon requirements found at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/davisbacon/2020\\_dwsrf\\_governmental\\_entities.pdf](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 |

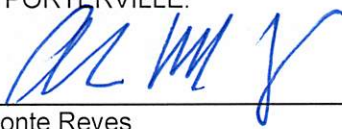
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

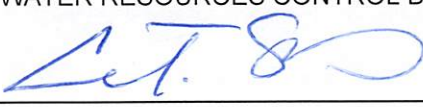
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

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 |
|----------------------------------------------------------------------------|-------------------------------------|-------------------|--------------------|
| <b>EXHIBIT A – SCOPE OF WORK</b>                                           |                                     |                   |                    |
| 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                |
| <b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b> |                                     |                   |                    |
| 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](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](mailto: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](http://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 – DECEMBER 6, 2022

SUBJECT: Golf Course Fees

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Municipal Golf Course is a 9-hole course owned by the City. The golf course pro, Casey Butler, is contracted by the City to manage the course. Butler recently contacted staff to suggest analyzing some of the fees at the golf course which have been in place for over fifteen (15) years. In that time span, the minimum wage has doubled and many other operational expenses have increased. The golf course has just received, and is slated to receive, a few significant capital improvements in the coming months. The golf course has just begun a golf cart lease program that is providing much higher quality carts, which has been a huge need of the course for some time now. Also, the parking lot has just been repaved, and the driving range netting and poles will be replaced. In addition, there are plans to address dry patches on a couple of fairways.

The recommendation by Butler is to increase the majority of fees by \$1, excluding all youth fees and the daily ticket surcharge fee. This increase is anticipated to be sufficient for several years to come. Here is a list of current and proposed fees:

|                        | Current Fee | Proposed Fee |
|------------------------|-------------|--------------|
| 9 Holes                | \$12        | \$13         |
| Repeat 9/Twilight      | \$7         | \$8          |
| Cart 9                 | \$11        | \$12         |
| Cart 18                | \$20        | \$21         |
| Cart Twilight          | \$9         | \$10         |
| Monthly Ticket Pass    | \$70        | \$75         |
| Family Pass            | \$85        | \$90         |
| Senior Pass            | \$60        | \$65         |
| Youth Pass             | \$35        | \$35         |
| Daily Ticket Surcharge | \$1         | \$1          |

The Porterville Municipal Golf Course is unique in that it does not increase fees for weekend play, nor does it charge a per person rider fee for carts. An example of fees from a few other municipal golf courses around the valley are as follows:

Tulare Golf Course

9 holes- \$24 (weekends \$27), 18 holes- \$34 (weekends \$40), Cart 9- \$10 per



rider, Cart 18- \$18 per rider

Exeter Golf Course

9 holes- \$14 (weekends \$16), Cart- \$8 per rider

Airways Golf Course

9 holes- \$22, 18 holes- \$26, Cart- \$20

Riverside Golf Course (Fresno)

9 holes- \$25 (weekends \$27), 18 holes- \$29 (weekends \$39), Cart 9- \$12 per rider, Cart 18- \$17 per rider

At its meeting on November 3, 2022, the Parks and Leisure Services Commission voted unanimously to recommend the proposed fee increases presented by staff.

RECOMMENDATION:           That the City Council:

1. Conduct a Public Hearing to solicit comment on the proposed golf course fees; and
2. Consider adoption of the draft Resolution approving the new golf course fees.

ATTACHMENTS:           1.     Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**RESOLUTION NO. \_\_\_\_-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE  
ADOPTING GOLF COURSE FEES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Porterville that the following fees and charges are hereby adopted to become effective January 1, 2023, and that such fees replace all previous fees and charges for the Porterville Municipal Golf Course.

Golf Course Fees:

|                     |      |
|---------------------|------|
| 9 Holes             | \$13 |
| Repeat 9/Twilight   | \$8  |
| Cart 9              | \$12 |
| Cart 18             | \$21 |
| Cart Twilight       | \$10 |
| Monthly Ticket Pass | \$75 |
| Family Pass         | \$90 |
| Senior Pass         | \$65 |

Passed, approved and adopted this 6<sup>th</sup> day of December, 2022.

---

Martha A. Flores, Mayor

Attest:  
John D. Lollis, City Clerk

By: \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

**SUBJECT:** Consideration of City Code Prohibiting Commercial Vehicles From Using Certain Streets

**SOURCE:** City Manager's Office

**COMMENT:** At its meeting on November 15, 2022, the City Council directed staff to bring forward a draft Resolution considering the prohibition of commercial vehicles from using specific streets or portions thereof as concerns have been raised regarding the increased number of commercial vehicles utilizing certain residential streets (E. Yates Avenue, S. Roche Street, and E. Worth Avenue) to travel between S. Main Street and S. Plano Street.

Prohibiting commercial vehicles from using certain residential streets helps to protect the health, safety, and welfare of residents of the city, and it helps to minimize the wear and tear on City streets.

Staff has reviewed the City's Municipal Code and evaluated the areas in question and determined that, in addition to the streets previously noted, it would also be prudent to prohibit commercial vehicles from using S. Fourth Street between E. Yates Avenue and E. Gibbons Avenue.

Pursuant to Article XIII, Section 17-13.3 of the City's Municipal Code, the Council may adopt by Resolution the prohibition of commercial vehicles from using specific streets or portions thereof, to which the City Engineer shall ensure the posting of such prohibition.

**RECOMMENDATION:** That the City Council consider and review the City's Code requirements for prohibiting commercial vehicles from using certain streets, specifically E. Yates Avenue, S. Fourth Street, S. Roche Street, and E. Worth Avenue between S. Second Street and S. Plano Street.

**ATTACHMENTS:**

1. Draft Resolution
2. Locator Map
3. Municipal Code Article XIII: Restricted Use of Certain Streets

**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  
PROHIBITING COMMERCIAL VEHICLES FROM USING SPECIFIC STREETS OR  
PORTIONS THEREOF WITHIN THE CITY OF PORTERVILLE

WHEREAS: Concerns have been raised regarding the increased number of commercial vehicles utilizing certain residential streets (E. Yates Avenue, S. Roche Street, and E. Worth Avenue) to travel between S. Main Street and S. Plano Street; and

WHEREAS: Prohibiting commercial vehicles from using certain residential streets helps to protect the health, safety, and welfare of residents of the City; and

WHEREAS: The use of residential roads by heavy commercial vehicles increases the wear and tear on City streets; and

WHEREAS: The City Engineer has recommended that S. Fourth Street between E. Yates Avenue and E. Gibbons Avenue should also prohibit commercial vehicles; and

WHEREAS: Pursuant to Article XIII, Section 17-13.3 of the City's Municipal Code, the Council may adopt by Resolution the prohibition of commercial vehicles from using specific streets or portions thereof, to which the City Engineer shall ensure the posting of such prohibition;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby finds and determines that the prohibition of commercial vehicles from using E. Yates Avenue between S. Second Street and S. Roche Street, S. Roche Street between E. Worth Avenue and E. Yates Avenue, E. Worth Avenue between S. Roche Street and S. Plano Street, and S. Fourth Street between E. Yates Avenue and E. Gibbons Avenue helps to protect the health, safety, and welfare of residents of the City and minimizes the wear and tear on City streets.

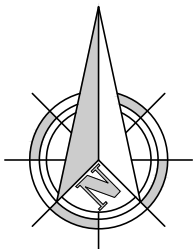
BE IT FURTHER RESOLVED that the City Council of the City of Porterville directs the City Engineer to erect and maintain appropriate signs on E. Yates Avenue, S. Roche Street, and E. Worth Avenue prohibiting the use of commercial vehicles as detailed herein.

PASSED, APPROVED and ADOPTED this 6<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Martha A. Flores, Mayor

ATTEST:  
John D. Lollis, City Clerk

By: \_\_\_\_\_  
Patrice Hildreth, Chief Deputy City Clerk



0' 175' 350'

SCALE: 1" = 350'



COMMERCIAL VEHICLES PROHIBITED

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

RESIDENTIAL STREETS  
PROHIBITING  
COMMERCIAL VEHICLES

|            |           |
|------------|-----------|
| DRAWN BY   | GG        |
| CHECKED BY |           |
| SCALE      | 1" = 350' |
| DATE       | 12/1/2022 |

SHEET  
1  
OF  
1



## ARTICLE XIII. RESTRICTED USE OF CERTAIN STREETS

### SECTION:

#### **17-13: Certain Vehicles Prohibited In Central Traffic District**

##### **17-13.1: Truck Routes**

##### **17-13.2: Designation Of Interstate Truck Access Routes**

##### **17-13.3: Commercial Vehicles Prohibited From Using Certain Streets**

#### **17-13: CERTAIN VEHICLES PROHIBITED IN CENTRAL TRAFFIC DISTRICT:**

A. No person shall operate any of the following vehicles in the central traffic district between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M. of any day:

1. Any freight vehicle more than eight and one-half feet ( $8\frac{1}{2}'$ ) in width, with load, or any freight vehicle so loaded that any part of its load extends more than three feet (3') to the front or ten feet (10') to the rear of said vehicle.

2. Any vehicle carrying building material that has not been loaded, or is not to be unloaded, at some point within the central traffic district.

B. The city traffic engineer may by written permit authorize the operation of any such vehicle for the purposes of making necessary emergency deliveries to or from points within the central traffic district. (Ord. 1162 § 1, 12-5-1978)

##### **17-13.1: TRUCK ROUTES:**

A. Whenever any resolution of this city designates and describes any street or portion thereof as a street, the use of which is permitted by any vehicle exceeding a maximum gross weight limit of four (4) tons, the city traffic engineer is hereby authorized to designate such street or streets by appropriate signs as truck routes for the movement of vehicles exceeding a maximum gross weight limit of four (4) tons.

B. When any such truck route or routes are established and designated by appropriate signs, the operator of any vehicles exceeding a maximum gross weight limit of four (4) tons shall drive on such route or routes, and none other, except that nothing in this section shall prohibit the operator of any vehicle exceeding a maximum gross weight of four (4) tons coming from a "truck route" having ingress and egress by direct route to and from restricted streets when necessary for the purpose of making pick ups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets, or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

C. The provisions of this section shall not apply to:

1. Passenger buses under the jurisdiction of the public utilities commission; or
2. Any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility.

D. Those streets and parts of streets established by resolution of the council are hereby declared to be truck routes for the movement of vehicles exceeding a maximum gross weight of four (4) tons. (Ord. 1162 § 1, 12-5-1978)

##### **17-13.2: DESIGNATION OF INTERSTATE TRUCK ACCESS ROUTES:**

A. Legislative Authority: This section is adopted, in accordance with the federal surface transportation assistance act (STAA), pursuant to the authority set forth in sections 35100, 35401, and 35401.5 of the Vehicle Code of the state of California.

B. Purpose:

1. It is the purpose of this section to protect the health, safety, and welfare of residents of this city by setting minimum standards for the use of city streets by certain interstate trucks. To that end, this section and the provisions thereunder shall be liberally construed.

2. It is additionally the intention of the city council to minimize the wear and tear on city streets with increased usage by certain interstate trucks while still providing the fullest possible access for city residents and businesses utilizing the benefits and services of such traffic.

C. Not Exclusive Regulation: This section is not the exclusive regulation of city streets. It shall supplement and be in addition to the other regulating statutes and ordinances heretofore or hereinafter enacted by the state, county, or any other legal entity or agency having jurisdiction.

D. Administration And Enforcement: Except as otherwise provided, this section shall be administered by the city traffic engineer and enforced by the city police chief.

E. Application Of Section: This section applies to all city controlled and maintained streets and any truck traffic, local or interstate, using such streets.

F. Definitions: Except where the context otherwise requires, the following definitions shall govern the construction of this section:

CALTRANS: The state of California department of transportation.

CITY: The city council of the city of Porterville, California.

CITY TRAFFIC ENGINEER: The city traffic engineer or his duly authorized agents.

INTERSTATE TRUCK: A combination of vehicles consisting of a truck tractor and semitrailer, with or without an additional trailer, which conforms to the conditions of section 35401.5 of the Vehicle Code of California. Any licensed carrier of household goods when directly en route to or from a point of loading or unloading of household goods, whose travel on highways other than those designated through this section is necessary and incidental to the shipment of the household goods, is specifically excluded from this definition.

POINT OF DECISION: Any intersection, junction or other point on a street where a driver must decide to proceed straight, turn, exit or enter (driveway entrances are excluded).

TERMINAL: A facility at which freight is consolidated to be shipped, where shipments may be loaded or unloaded, or at which truck and trailer combinations are regularly maintained, stored or manufactured.

TRAFFIC ENGINEER: The city traffic engineer or his duly authorized agents.

G. Declaration Of Prohibition: The city hereby prohibits the use of any interstate truck upon the streets under its jurisdiction except on specifically designated interstate truck terminal access routes as hereinafter provided. City designation of an interstate truck terminal access route which is available for use shall be evidenced by specific signs posted at all points of decision on the interstate truck terminal access route.

H. Procedure For Terminal Access Route Designation:

1. STAA Truck Route Map:

a. STAA truck routes shall be adopted by resolution of the city council with a copy of the official STAA truck route map attached.

b. The official STAA truck route map may be amended, from time to time, by resolution of the city council.

2. Application:

a. Any terminal owner or authorized agent wishing to have an interstate truck terminal access route designated to a particular terminal, which route is wholly or partly made up of city streets, shall submit an application and supply all information and documents requested to the city traffic engineer. The application shall be on a form provided by the traffic engineer and available in the engineering division of the city during hours when the city is regularly open for business days. The application shall be accompanied by the applicable fee set by resolution of the city council.

b. Additional information may be required upon request by the traffic engineer. Written notification of any changes in any information supplied during the application process must be submitted to the traffic engineer. If such additional or changed information is not provided within five (5) working days or is inaccurate, the traffic engineer may deny the application.

3. Investigation:

a. The traffic engineer shall investigate all applications for interstate truck terminal access route designations.

b. Following the investigation, the traffic engineer shall compile a report describing the proposed route and any alternative routes. The report shall further identify any deficiencies or problems within the proposed route or alternate routes which must be corrected before such routes can be finally approved for designation as interstate truck access routes.

4. Approval:

a. The traffic engineer shall take one of the following actions on an application:

(1) Approve the application route as proposed.

(2) Approve the application route on the condition that the applicant correct any or all identified deficiencies to the satisfaction of the traffic engineer prior to any use of the route.

(3) Deny the application.

b. If the application route is approved on the condition that any deficiencies be corrected, such correction must be commenced within three (3) months of conditional approval and shall comply with all normal city procedures, standards and permit requirements. Adequacy of correction of the deficiencies shall be subject to the approval of the traffic engineer. The traffic engineer may deny final approval of any route upon the applicant's failure to comply with any of these provisions.

c. The applicant may appeal any conditional approval or any denial in accordance with subsection I of this section.

5. CALTRANS And Other Local Agency Approval:

a. Once the traffic engineer has approved a proposed or alternate route, the traffic engineer shall submit the proposed route to CALTRANS for approval. The traffic engineer shall also notify the applicant if approval by an affected local agency or county is necessary. Final approval by the city shall be contingent upon compliance by the applicant with all requirements set out by CALTRANS and approval by any other affected local agency or county.

b. If the applicant fails to meet any requirements by CALTRANS or is denied approval by any other affected local agency, the traffic engineer shall deny the application, which denial shall be final and not appealable to the city council.

6. Posting Of Signs: Following final approval, the traffic engineer shall post signs which mark the course of the interstate truck terminal access route. Such signs shall be posted in accordance with standards adopted by the traffic engineer.

7. Availability For Use: After the city council adopts a resolution amending the official STAA truck route map, the traffic engineer, after posting all necessary signs, shall notify the applicant and the California highway patrol, that a route has been designated and marked and is available for use.

8. Suspension; Revocation: The traffic engineer may, at any time and in his sole discretion, revoke his approval of any route if the route becomes unsafe. The designation of any route may be temporarily suspended to allow for repairs or other construction. A permanent revocation or temporary suspension may be appealed in accordance with subsection I of this section.

I. Appeal:

1. Generally: To appeal a conditional approval or a denial of designation by the traffic engineer, the applicant shall provide written notice of appeal to the traffic engineer within ten (10) days of notification of the

conditional approval or denial. Such written notice shall set out all reasons why the applicant believes such conditions or denial are inappropriate.

2. Initial Review: Upon receipt of a written notice of appeal, the traffic engineer shall reconsider the conditions or denial and notify the applicant of the results of his review in writing within forty five (45) days. If the applicant is not satisfied by the traffic engineer's decision after review, the applicant may appeal directly to the city council. If the applicant is satisfied, the procedures in subsections H3 and H4 of this section as to correction of deficiencies, approval by other agencies, and posting of signs shall be followed.

3. Appeal To City Council:

a. If the applicant wishes to appeal to the city council the traffic engineer's decision on reconsideration rendered under subsection I2 of this section, appeal shall be made by letter to the city manager. Such appeal shall be filed within ten (10) days of the traffic engineer's decision on reconsideration.

b. If the city council orders approval or conditional approval of a requested route, then the procedures set out in subsections H3 and H4 of this section as to correction of deficiencies, approval by other agencies and posting of signs shall be followed. The city council's decision on the applicant's appeal shall be final. Judicial review of such decision shall be in accordance with California Code of Civil Procedure section 1094.5.

4. Renewal Of Application: The denial of a route application shall be final as to that route unless there is a material change of circumstances between the date of denial and the date of filing a renewed application. A material change of circumstances may include construction and improvement of the proposed route for a different purpose or a decision by CALTRANS to withdraw a previous rejection of the route. The traffic engineer may reject a renewed application for a previously rejected route without investigation or report unless the applicant when making the renewed application provides written evidence of such a material change of circumstances. Denial by the traffic engineer of a renewed application shall be final for all appeal purposes. (Ord. 1391 § B, 11-17-1987; Ord. 1513 § C, 6-6-1995; Ord. 1537 § B56, 8-6-1996)

**17-13.3: COMMERCIAL VEHICLES PROHIBITED FROM USING CERTAIN STREETS:**

A. Whenever any resolution of this city designates and describes any street or portion thereof as a street the use of which is prohibited by any commercial vehicle, the city traffic engineer shall erect and maintain appropriate signs on those streets affected by such resolution.

B. Those streets and parts of streets established by resolution of the council are hereby declared to be streets the use of which is prohibited by any commercial vehicle. The provisions of this section shall not apply to passenger buses under the jurisdiction of the public utilities commission. (Ord. 1162 § 1, 12-5-1978; Ord. 1391 § A, 11-17-1987)



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

SUBJECT: Military Banner Program Banner Locations

SOURCE: Parks and Leisure Services

COMMENT: The City initiated the Military Banner Program in 2016. The program was created as a way to honor both current and former military personnel for their service to the nation and community. Family members of loved ones may nominate a military hero to be honored with a banner that shows the individual's name, photo and branch of service. The public nomination period for the next installment is underway and lasts until February 1, 2023.

The banners are prominently displayed throughout the year. To qualify for the Military Banner Program, the honoree must be a current or past member of the United States Armed Forces, and a current or past resident within the Porterville Unified School District boundary area. Staff is honored to report the number of banners by year since the program's inception:

| <u>Year</u> | <u>Banners</u> |
|-------------|----------------|
| 2016        | 36             |
| 2017        | 77             |
| 2018        | 128            |
| 2019        | 175            |
| 2020        | 216            |
| 2021        | 122            |
| 2022        | 113            |

Additional banner locations need to be identified to accommodate future banners. Staff has provided the City Council display availability on some heavily traveled streets within the city from which those locations may be prioritized. Council may also determine its own locations. The Military Banner Program Committee, at its meeting on November 29, 2022, unanimously recommended to the Council the following streets to be the priority of those listed on the map. The number of poles from the recommended locations is estimated to be able to accommodate at least the next two years of honorees. The streets are: Henderson Avenue (Main to Plano Streets), Morton Avenue (Main to Hillcrest Streets), Jaye Street (Putnam Avenue to State Route 190), Newcomb Street (Henderson to Morton Avenues), Prospect Street (Mulberry to Morton Avenues), and Putnam Avenue (Carmelita to Plano Streets).

RECOMMENDATION: That the City Council provide direction on the location of new military banners as the program expands past its current designated locations.

ATTACHMENTS: 1. Expansion Options Map

Appropriated/Funded:

Review By:

Department Director:  
Donnie Moore, Parks and Leisure Services Director

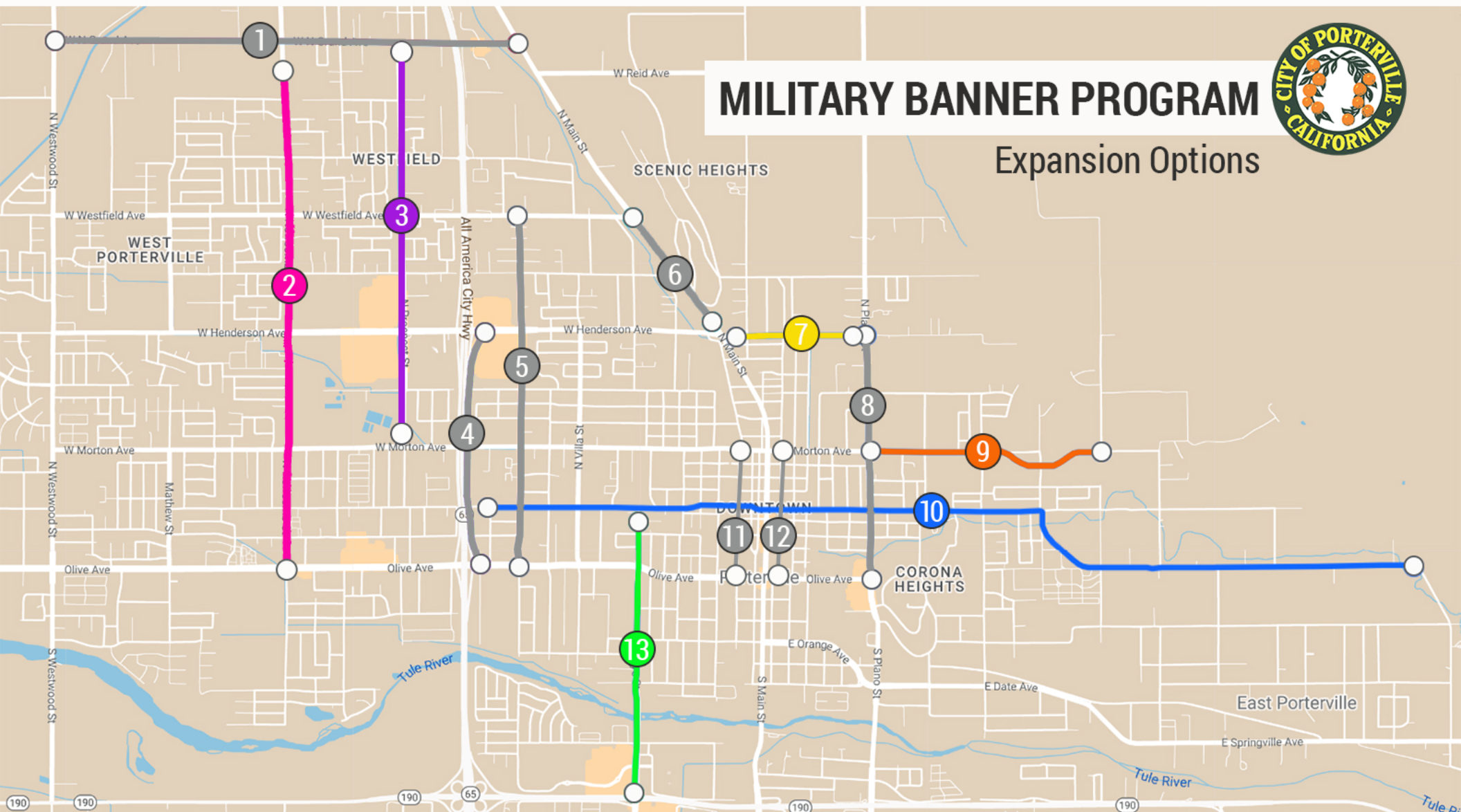
Final Approver: John Lollis, City Manager





# MILITARY BANNER PROGRAM

## Expansion Options



|   |          |          |                          |    |               |          |                      |
|---|----------|----------|--------------------------|----|---------------|----------|----------------------|
| 1 | GRAND    | 25 POLES | (Westwood to Main)       | 7  | HENDERSON     | 9 POLES  | (Main to Plano)      |
| 2 | NEWCOMB  | 12 POLES | (Grand to Olive)         | 8  | PLANO         | 8 POLES  | (Henderson to Olive) |
| 3 | PROSPECT | 15 POLES | (Westfield to Morton)    | 9  | MORTON        | 22 POLES | (Main to Hillcrest)  |
| 4 | PORTER   | 3 POLES  | (Henderson to Olive)     | 10 | PUTNAM/ OLIVE | 42 POLES | (Porter to GHHS)     |
| 5 | INDIANA  | 21 POLES | (Westfield to Olive)     | 11 | "D"           | 5 POLES  | (Morton to Olive)    |
| 6 | MAIN     | 2 POLES  | (Westfield to Henderson) | 12 | 2ND           | 25 POLES | (Morton to Olive)    |
|   |          |          |                          | 13 | JAYE          | 23 POLES | (Putnam to Hwy 190)  |



## CITY COUNCIL AGENDA – DECEMBER 6, 2022

SUBJECT: Bid Results - Tule River Parkway, Phase 3 Project

SOURCE: Engineering and Project Management

COMMENT: On October 20, 2022, staff received four bids for the Tule River Parkway, Phase 3 Project. The Project consists of the construction of a Class I Bicycle and Pedestrian Trail between Main and Plano Streets. This phase of a multi-phase trail system will extend 1.25 miles of existing trail to the east, thereby continuing the development of a system of linkages that will provide for alternate modes and routes of travel. The trail will include solar lighting fixtures, bridges, retaining walls, trail signage and markings, and other related appurtenances.

This project is funded by a federal Congestion Mitigation and Air Quality Improvement (CMAQ) grant, and a required component of that grant is the utilization of Disadvantaged Business Enterprises (DBEs). A project goal is set that must be met or the bidding contractor must demonstrate that all reasonable steps were taken to solicit and encourage DBE participation in the project. On a project of this size, staff must evaluate each contractor's Good Faith Effort (GFE) package and then submit their findings to Caltrans for review.

The DBE participation goal for this project was set at fifteen percent (15%). The only bidder that met the said goal was bidder number three, Cal Valley Construction, Inc., and their bid was 39.92% higher than the Engineer's Estimate of Probable Cost of \$1,998,950. Since the apparent low bidder, American Paving Co., did not meet the DBE participation goal for this project, an evaluation of their GFE package was required. Staff completed their review and submitted their findings to Caltrans as required and Caltrans agreed that the GFE submitted did not meet the full guidelines of the program. The remaining bids for the project exceed ten percent (10%) of the Engineer's Estimate and as such, staff is recommending that all bids be rejected and the project re-advertized for bids.

### Bid Results:

| <u>Contractor</u>                    | <u>Bid Amount</u> | <u>DBE Participation</u> | <u>Percent Over<br/>Estimate</u> |
|--------------------------------------|-------------------|--------------------------|----------------------------------|
| American Paving<br>Co.<br>Fresno, CA | \$2,171,645       | 2.29%                    | 8.6%                             |
| MAC General                          | \$2,330,951       | 0.00%                    | 16%                              |

|                                                            |                |        |        |
|------------------------------------------------------------|----------------|--------|--------|
| Engineering, Inc<br>Exeter, CA                             |                |        |        |
| Cal Valley<br>Construction, Inc<br>Fresno, CA              | \$2,796,967.14 | 32.91% | 39.92% |
| Viking<br>Construction Co,<br>Inc<br>Rancho Cordova,<br>CA | \$2,980,950    | 1.7%   | 49.13% |

RECOMMENDATION: That the City Council:  
1. Reject all bids; and  
2. Authorize staff to re-advertise for bids on the project.

ATTACHMENTS: 1. Locator Map

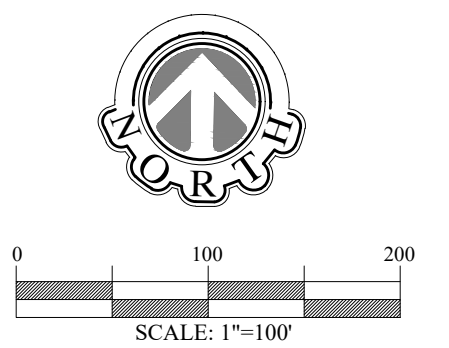
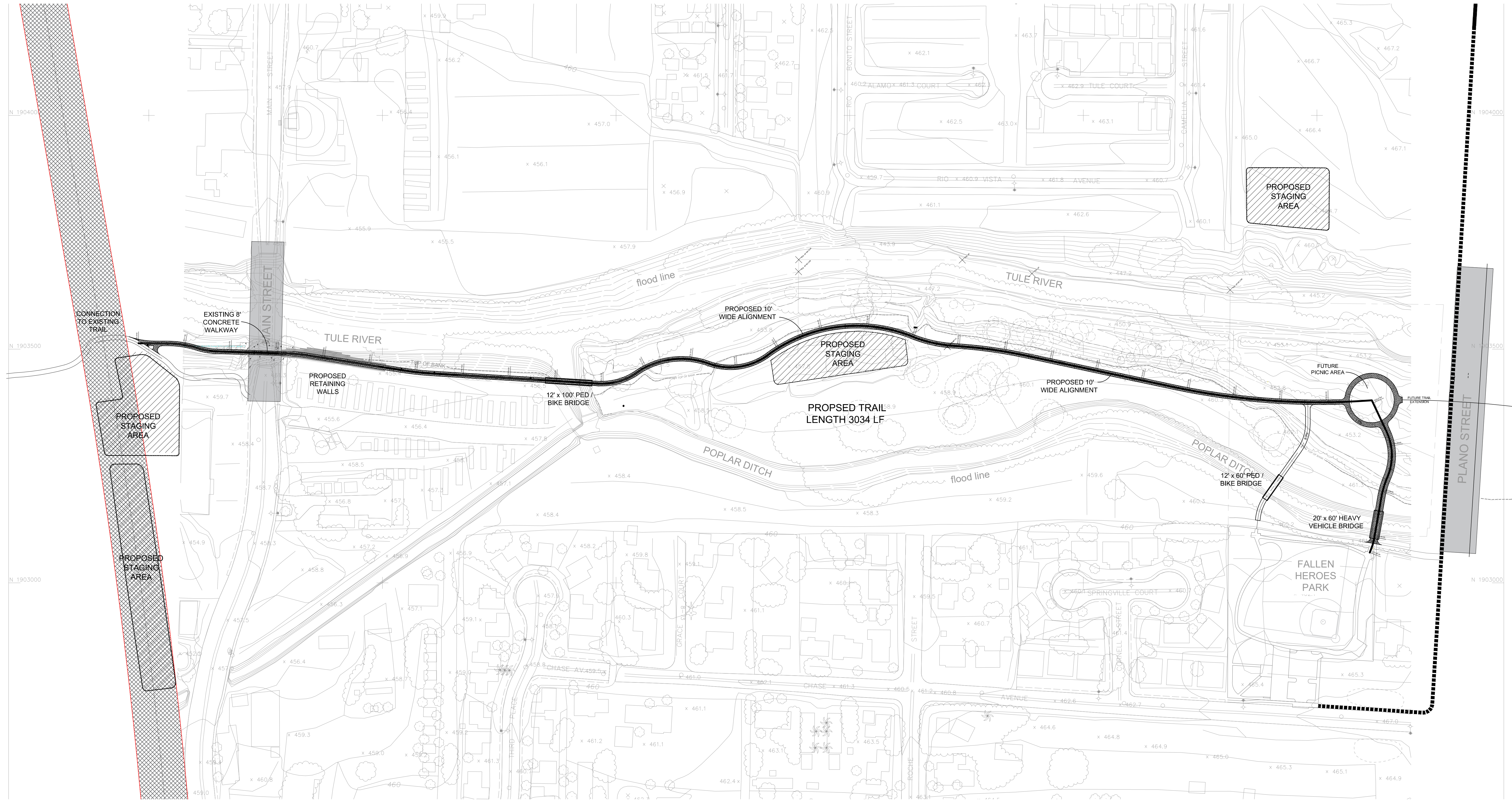
Appropriated/Funded:

Review By:

Department Director:  
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager





CITY OF PORTERVILLE  
ENGINEERING DIVISION

291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7462

|            |  |
|------------|--|
| DESIGN BY  |  |
| DRAWN BY   |  |
| CHECKED BY |  |
| DATE       |  |

|                       |             |
|-----------------------|-------------|
| CITY ENGINEER         | DATE        |
| PUBLIC WORKS DIRECTOR | R.C.E. DATE |

|              |      |
|--------------|------|
| REVISION NO. | DATE |
|              |      |
|              |      |
|              |      |

TULE RIVER PARKWAY – PHASE III  
TRAIL LAYOUT & ALIGNMENT  
PROJECT OVERVIEW

SHEET  
C0  
OF  
25