



**AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 20, 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 – Amended City Council Meeting of December 20, 2022

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/88516563899?pwd=bWUvOHNRMWl5N3JHZ2g5UWVVR2tNdz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **885 1656 3899** Passcode: **079166**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Yuliana Andrade. Employee Organizations: Porterville City Firefighters Association.
- 2 - Government Code Section 54956.95 – Liability Claim: Claimant: CEI - Dentsply Sirona Inc., / Erin Wood. Agency claimed against: City of Porterville.
- 3 - Government Code Section 54856.95 - Liability Claim: Application for Leave to Present a Late Claim. Applicant/Claimant: Chessie Allen. Agency Claimed Against: City of Porterville.
- 4 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Vice Mayor Carrillo

Invocation

PRESENTATIONS

Employee of the Month - Karina Galindo
Porterville Fire Department - Emergency Incident Recognition

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Tulare County Economic Development Corporation (TCEDC) Board - December 7, 2022
2. Local Initiatives Navigation Center (LINC) Committee Meeting - December 7, 2022
3. Leadership Porterville "Local Government Day" - December 8, 2022
4. CalVans Board - December 8, 2022
5. Porterville Area Development Authority (PADA) Board - December 8, 2022 - CANCELLED
6. Tulare County Regional Transit Agency - December 8, 2022
7. Children's Christmas Parade - December 8, 2022
8. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority - December 12, 2022
9. Tulare County Water Commission - December 12, 2022 - CANCELLED
10. City Employee Holiday Luncheon - December 14, 2022
11. Transit Forum - December 14, 2022 - CANCELLED
12. Police Department Badge Pinning Ceremony - December 19, 2022
13. LINC Committee "Point-in-Time" - December 19, 2022

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - December 1, 2022
 2. Library & Literacy Commission - December 13, 2022
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - December 13, 2022
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update - November 2022
 2. Appointment of City Council Members to Various Committees and Boards

CONSENT CALENDAR

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

1. **Authorization to Purchase Downtown Trash Receptacles**
Re: Consideration to authorize the purchase of Downtown trash receptacles from Zoom Recreation, utilizing ARPA funds to address public health in the amount of \$22,416.89
2. **Authorization to Repair Tractor**
Re: Considering approval of the Parks Division tractor clutch replacement by Farmer's Tractor at a cost not to exceed \$9,327, inclusive of all parts, taxes, labor, including a ten percent (10%) contingency, and payment of said repair upon satisfactory completion.
3. **East Porterville Water Connection Second Dwelling Unit: APN 262-034-010**
Re: Consideration to adopt the draft Resolution approving a second service for municipal water at 175 S. Maurer Street.
4. **Irrevocable Offer of Dedication From Burton School District, a California Public School District**
Re: Consideration to approve the draft resolution accepting the Irrevocable Offer of Dedication from Burton School District, a California Public School District.
5. **Acceptance of Donation of Real Property: APN 260-300-030**
Re: Consideration to adopt the draft Resolution for the acceptance of the donation of real property generally located east of Jaye Street on Springville Avenue.
6. **Authorizing the Acceptance and Execution of the California State Library Building Forward Library Infrastructure Program Grant**

Re: Consideration to adopt the draft Resolution for the California State Library Building Forward Grant.

7. Renewal of Airport Lease Agreement - Lot No. 44B

Re: Consideration to approve the renewal of the Lease Agreement between the City and Michael Quatacker and Debbie Quatacker for Lot No. 44B at the Porterville Municipal Airport for a term of ten (10) years.

8. Amendment to the Pay Rate Schedule for Seasonal and Part-Time Employees

Re: Considering approval of a draft Resolution amending the City's Employee Pay and Benefit Plan concerning Seasonal and Part-Time Pay Rates.

9. Establishing an Information Technology Technician Classification within the Finance Department

Re: Establishment of an Information Technology Technician Classification.

10. Authorization of Christmas Eve Library Closure

Re: Consideration to authorize the closure of the temporary library on Saturday, December 24, 2022.

11. Cancellation of January 3, 2023, City Council Meeting

Re: Considering the cancellation of the first City Council Meeting in January 2023.

12. 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.

13. Status and Review of Local Emergency Drought

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

SCHEDULED MATTERS

14. Consideration of Status Report on Conditional Use Permit Concerning 180 South "E" Street

Re: Consideration of the Status Report concerning the Conditional Use Permit for the nursery located at 180 South "E" Street.

15. Consideration of the City Council Procedural Handbook

Re: Consideration of the City Council Procedural Handbook.

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
DECEMBER 20, 2022

(SA) Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-16. Approval of Administrative Budget and Recognized Obligation Payment Schedule for Fiscal Year 2023-2024

Re: Consideration to adopt the draft Resolution approving the Administrative Budget and the Recognized Obligation Payment Schedule (ROPA) for the period July 1, 2023 through June 30, 2024, provided that should any modification be required to the ROPS 2023-24, the Finance Director shall be authorized to make such modification, and direct Successor Agency staff to submit ROPS 2023-24 to the Countywide Oversight Board for approval; and direct Successor Agency staff to submit the Oversight Board approved ROPS 2023-24 to the County Auditor-Controller, the State Controller's Office and the California Department of Finance by February 1, 2023.

SA-17. Approval of Last and Final Recognized Obligation Payment Schedule for Fiscal Year 2024-2025 through Fiscal Year 2040-2041

Re: Consideration to adopt the draft Resolution approving the Last and Final Recognized Obligation Payment Schedule, provided that should any modification be required, the Finance Director shall be authorized to make such modification; and direct staff to submit the Last and Final ROPS to the Countywide Oversight Board for review and approval, and direct staff to transmit the Oversight Board approved Last and Final ROPS and Oversight Board Resolution to the California Department of Finance for review and approval.

Adjourn to a meeting of the Porterville City Council.

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 January 17, 2022, at 5:30 p.m.

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

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



CITY COUNCIL AGENDA – DECEMBER 20, 2022

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

SOURCE: Public Works

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

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

Effective October 1, 2022, the City transitioned to Phase IV of its Water Conservation Plan. The Phase IV plan limits outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday through Friday. Watering outdoor landscaping is prohibited during and within forty-eight (48) hours after measurable rainfall, which is now defined as greater than 0.01 inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will be processing all reported issues. Enforcement statistics for November 2022 show that twenty-one (21) notices of violation were issued for water wasting, and no administrative citations were issued.

Water production for November 2022 reflects a thirteen percent (13%) reduction to the 5-year average. The monthly production for November was 222 million gallons, which is a thirteen percent (13%) decrease compared to November 2013 at 254 million gallons. Residential consumption for November 2022 was 83 gallons per capita per day (GPCD).

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

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

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to excessive drought conditions. Water production for the City system shows a three percent (3%) increase from November 2021 to November 2022. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2). The City of Porterville's Water Conservation Plan Phase IV meets the requirements for this shortage (Level 2).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status November 2022
2. Monthly Production Status GPCD November 2022
3. Drought Response Phase IV Flyer

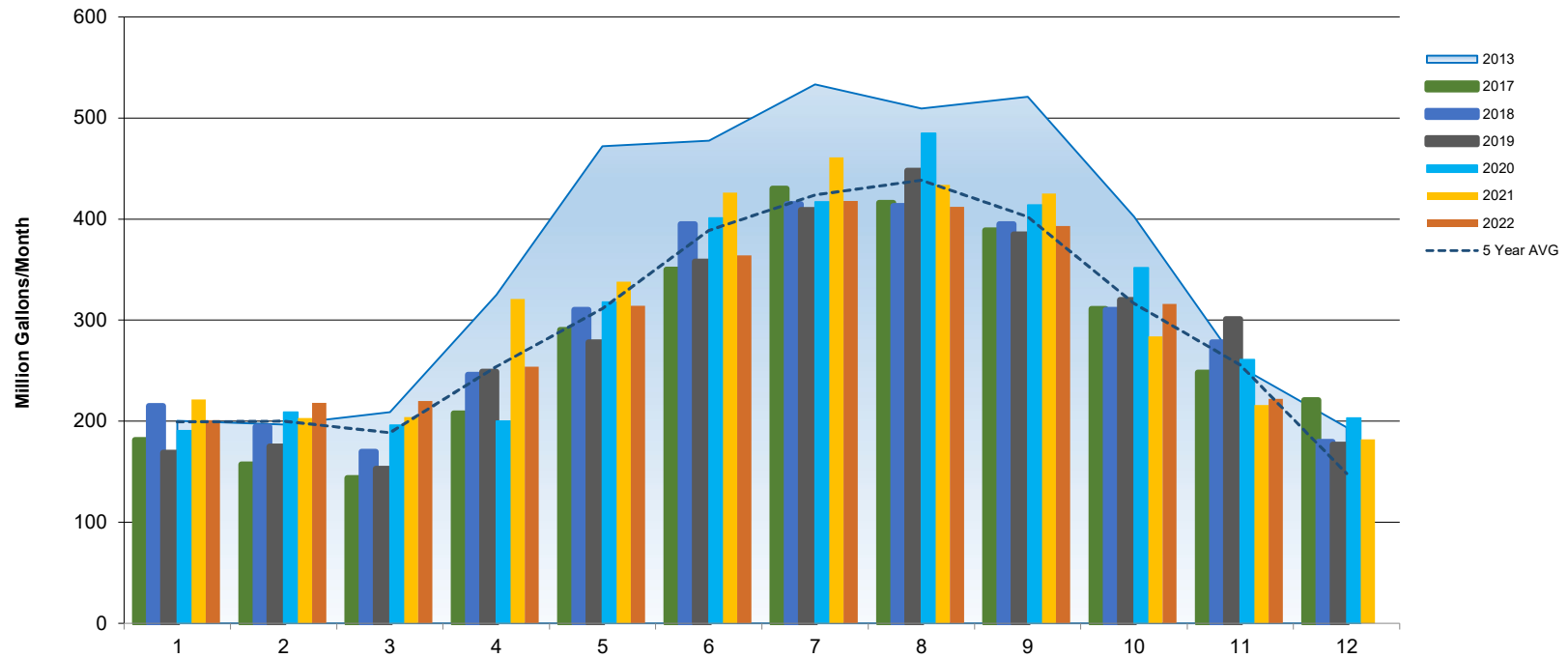
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

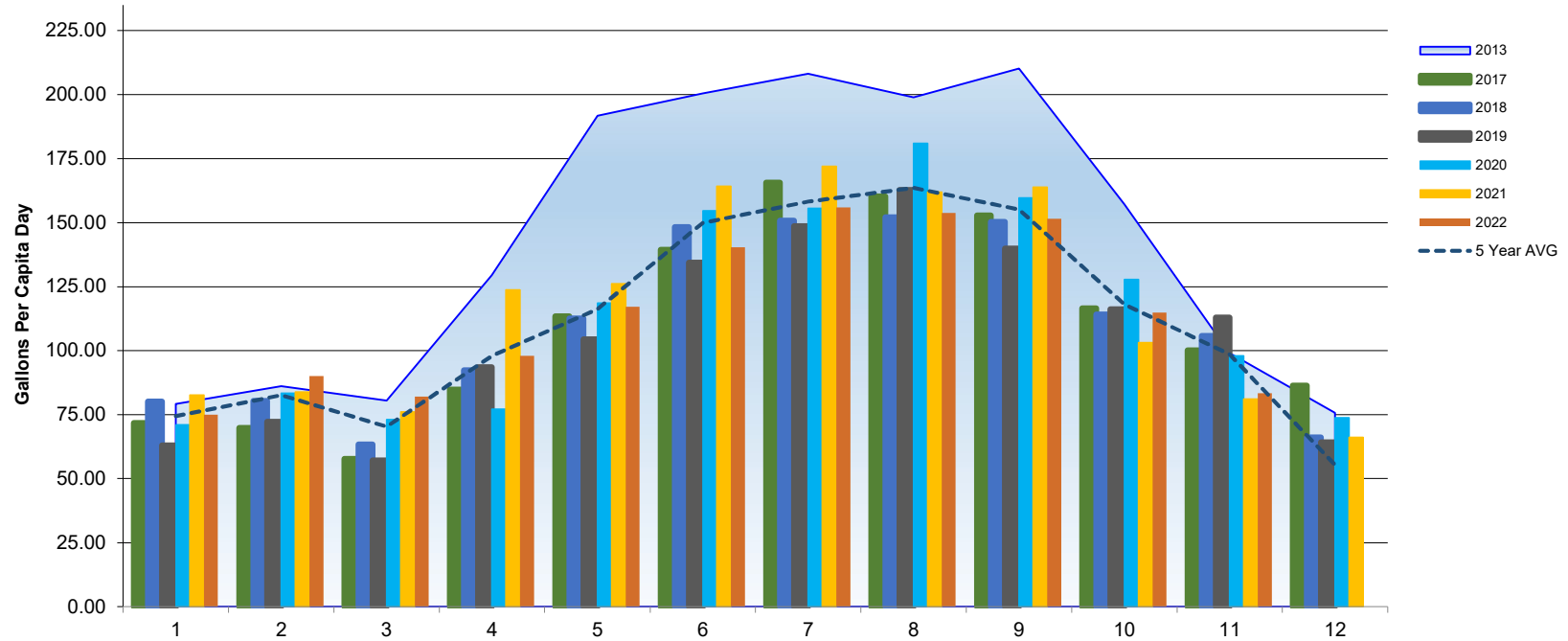


Production Cumulative Total 20%

2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25%

	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-19%	-28%	-27%	-16%	

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: 2. Appointment of City Council Members to Various Committees and Boards

SOURCE: Administrative Services

COMMENT: At its meeting on December 13, 2022, the City Council approved the appointment of Council Members to various committees and boards, as reflected on the attached list.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. City Council Member Appointments to Various Committees and Boards

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Association of Governments/ Transportation Planning Agency ("TCAG")	Martha Flores - Member Greg Meister- Alternate	12/13/2016 12/13/2022	Meets monthly; Third Monday; 1:00 PM; meeting location varies www.tularecog.org
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	12/10/2018 7/16/2019	Meets monthly; Third Wednesday; 1:30 PM Tulare County Professional Development Center 4031 W. Noble Avenue, Visalia; www.tchhsa.org
Tulare County Economic Development Corporation ("TCEDC")	Martha Flores - Member John Lollis - Alternate	12/8/2020 1/14/2009	Meets monthly; Fourth Wednesday at 7:30 AM 309 W. Main Street, Suite 110, Visalia www.tularecountyedc.com
Council of Cities	Martha Flores - Member Greg Meister - Member	12/10/2018 12/13/2022	Meets bi-monthly; Third Wednesday; 3:00 PM Visalia Administration Boardroom, 220 N. Santa Fe Street, Visalia
Porterville Area Development Authority ("PADA")	Don Weyhrauch - Member Raymond Beltran - Member	9/6/2022 12/13/2022	Meets monthly; Third Friday; 3:00 p.m. (Only two members will attend meetings at any given time.)
Joint City/School District Committee	Kellie Carrillo - Member Greg Meister - Member	12/8/2020 12/13/2022	Meets quarterly or as needed. Notification of meetings provided.
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Don Weyhrauch - Member Raymond Beltran - Member	9/6/2022 12/13/2022	Ad Hoc Committee concerning the consideration of regulating marijuana business activities per Prop 64.
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Raymond Beltran - Member	12/8/2020 12/13/2022	Ad Hoc Committee to address local water issues. Meets as needed.
Tule River Improvement JPA	Don Weyhrauch - Member Michael Knight - Alternate	9/6/2022 12/13/2016	Meets quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		Meets as needed. Notification of meetings provided. Designee may attend in absence of the Mayor

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Local Agency Formation Commission ("LAFCO")	N/A		Board of Supervisors Board Room 2800 W. Burrel Avenue, Visalia, First Wed. @ 2 p.m. www.lafco.co.tulare.ca.us/lafco/
Tulare County Regional Transit Agency ("TCRTA")	Don Weyhrauch - Member Raymond Beltran - Alternate	12/13/2022 12/13/2022	Meets monthly; Third Monday; 6:00 PM 210 N. Church Street, Suite B, Visalia www.tularecog.org
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets annually at Porterville Developmental Center 26501 Road 140, Room 59
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member	12/13/2016 5/18/2021	Meets monthly; Fourth Wednesday; 4:00 PM City Hall, 291 N. Main Street, Porterville
San Joaquin Valley Special City Selection Committee	Don Weyhrauch - Member Greg Meister - Alternate	12/13/2022 12/13/2022	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
Eastern Tule Groundwater Sustainability Agency JPA	Don Weyhrauch- Member Michael Knight - Alternate	9/6/2022 7/16/2019	Meets monthly; First Thursday; 2:00 PM City Hall, 291 N. Main Street, Porterville
Ad Hoc Committee - COVID-19	Kellie Carrillo - Member Greg Meister - Member	12/8/2020 12/13/2022	Meets as needed.
Local Initiatives Navigation Center Committee "LINC Committee"	Raymond Beltran - Member	12/13/2022	Meets monthly.

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Ad Hoc Military Banner Committee	Kellie Carrillo - Member		Meets as needed. Notification of meetings is provided.
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member		Meets monthly or as needed. Notification of meetings is provided.
Mighty 190 Committee	Kellie Carrillo - Member	2/15/2022	Meets monthly or as needed. Notification of meetings is provided.
	Greg Meister - Member	12/13/2022	



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Authorization to Purchase Downtown Trash Receptacles

SOURCE: Parks and Leisure Services

COMMENT: A city's downtown has an important and unique role in the community's economic and social development. In an ongoing effort to beautify and revamp Downtown Porterville, staff is seeking authorization to purchase twenty-two (22) additional trash receptacles. The 36-gallon receptacles would be strategically placed in areas currently lacking a convenient place for the public to dispose of its litter. These extra receptacles would not only be utilized for everyday use, but would also be a benefit during community events such as Iris Festival, Pioneer Days and parades. The receptacles are textured polyethylene coated, would match the current receptacles, and are designed to handle the elements. City staff would perform the installation of the receptacles.

Staff received the following quotes for the trash receptacles:

Zoom Recreation	\$22,416.89
Dave Bang Associates	\$27,303.37
Ross Recreation Equipment	\$29,606.16
MRC Gametime	\$39,677.50

Zoom Recreation is a member of a government discount purchasing program and a vendor that the City has previously used to purchase public amenities in the past. Staff recommends using American Rescue Plan Act (ARPA) funds to pay for the trash receptacles. In conjunction with the purchase of the receptacles and Downtown beautification efforts, the City is coordinating with Promoting Self Worth (PSW) to expand its Downtown landscaping, litter control and sweeping services. The City currently pays \$5,630 per month to PSW for Downtown services, and the expanded PSW services will cost an additional \$938 per month and would be paid from the General Fund.

RECOMMENDATION: That the City Council authorize the purchase of Downtown trash receptacles from Zoom Recreation utilizing ARPA funds to address public health in the amount of \$22,416.89.

ATTACHMENTS: 1. Quotes

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

Zoom Recreation

4000 Barranca Parkway Suite 250-659
Irvine, CA 92604
+1 8662343392
dan@zoomrecreation.com



Quote

ADDRESS

Donnie Moore
City of Porterville
291 North Main Street
Porterville, CA 93257

SHIP TO

Donnie Moore
City of Porterville
555 N. Prospect St.
Porterville, CA 93257

QUOTE # 2209

DATE 11/21/2022

EXPIRATION DATE 12/20/2022

PROJECT MANAGER

Dan Smith

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PRODUCT_Site Amenity	Product: 36 Gallon Courtyard Trash Receptacle -Bonnet Lid -Black	22	911.00	20,042.00T

Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.

This proposal does not provide for the following:

- Service items, unless stated: receipt, inventory, loading, unloading, storage, security of equipment, or security fencing
- Site sub-grade issues: material not suitable for footings, material requiring demolition, or contaminates that may require remediation, or in-place mechanical systems, including, but not limited to: irrigation, water, electric, sewer, or gas.

Client acknowledges that Zoom Recreation is not liable for any damage to existing concrete, landscaping or other surfaces while installing and/or using heavy machinery on-site.

This proposal does not include any bonding, permits, permitting fees, 3rd party inspection fees, or other related fees.

All invoices past due 30 days are subject to a 2% late fee.

Actual structure colors may vary slightly from renderings.

A 50% deposit and signed contract are required upon approval.

SUBTOTAL	20,042.00
TAX	1,853.89
SHIPPING	521.00
TOTAL	\$22,416.89

To: **City of Porterville**
Attn: Donnie Moore
291 N Main Street
Porterville, CA 93257

Estimate Date
 12/07/2022

Salesperson
 Kelvin Fountano

City of Porterville-Trash Receptacles

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date 2-3 Weeks		Shipped Via Truck - CA	FOB Porterville	Terms Net 30	
Quantity	Description			Unit Price	Total Extended
22	MyTCoat # RSL32-H-00-000, 32 Gallon Skyline Trash Receptacle with Flared Top - Flattop and Liner - Strap Metal - Industry Standard Coating. Color: ___ Top with ___ Frame			\$989.00	\$21,758.00
1	MCI Surcharge			\$1,900.00	\$1,900.00
1	Shipping *Due to current freight cost volatility, please contact us to confirm shipping price is valid prior to ordering.			\$1,457.00	\$1,457.00
THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS				Subtotal	\$25,115.00
THANK YOU FOR THIS CHANCE TO ESTIMATE				Tax (9.25%)	\$2,188.37
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.				Total	\$27,303.37

Accepted By
 Print Name: _____

Signature: _____

Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Opportunity Name Porterville Receptacles
 Quote Name City of Porterville Receptacles
 Quote Number 00040093
 Quote Date 11/29/2022
 Quote Exp Date 2/28/2023
 Est Lead Time 8-12 weeks

Bill To Name City of Porterville
 Bill To 291 N. Main Street
 Porterville, California 93257
 United States

Ship To Name City of Porterville
 Ship To United States

Quantity	Product	Product Description	Sales Price	Total Price
22.00	84-32	DuMor 84-32 Steel Receptacle; 32 Gallon Capacity, Steel Flat Cover w/ 10" Opening, Surface Mount, Color TBD	\$1,133.00	\$24,926.00
1.00	Discount-CH	Ross Recreation Quantity Discount - CH	-\$1,000.00	-\$1,000.00

Total Quote Amounts

County/ City Tax	Tulare County/ Porterville	Materials Amount	\$23,926.00
Tax Rate	9.2500%	Tax Amount	\$2,213.16
		Labor Amount	\$0.00
		Freight Amount	\$3,467.00
		Total	\$29,606.16

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, site work, payment and performance bonds, engineering calculations, security, storage, permits, safety surfacing or inspection unless otherwise noted. Unless noted, freight costs assume semi-truck access and do not include a lift-gate.

Due to recent material cost increases, Ross Recreation may not be able to hold pricing past the stated expiration date on this quote. If ordering materials after the expiration date, please request a revised quote for current pricing.



Signature _____

Name _____

Title _____

Prepared By Casey Hilbert
 Email caseyh@rossrec.com



C/O MRC
PO Box 225250
San Francisco, CA 94122
Ph: 800-235-2440 Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrec.com

11/22/2022
Quote #
109286-01-01

CA Porterville City Trash Receptacles

Porterville City of
Attn: Donnie Moore
291 North Main Street
Porterville, CA 93257
Phone: 559-782-7539
dmoore@ci.porterville.ca.us

Ship to Zip 93257

Quantity	Part #	Description	Unit Price	Amount
22	S1331F	GT-Site - 36 GAL S1300 RECEPT w/FT-SOLID BLACK	\$1,738.00	\$38,236.00
Contract: OMNIA #2017001134			Sub Total	\$38,236.00
			Discount	(\$6,117.76)
			Freight	\$4,588.32
			Tax	\$2,970.94
			Total	\$39,677.50

Comments

OMNIA CONTRACT 2017001134

INSTALLATION AND OFFLOADING UPON DELIVERY ARE NOT INCLUDED IN THIS PROPOSAL

JP/hd

This quotation is subject to policies in the current GAMETIME PARK & PLAYGROUND CATALOG and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **GAMETIME c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **GameTime**. Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-16 Weeks after GAMETIME'S receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.





CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Authorization to Repair Tractor

SOURCE: Public Works

COMMENT: The City's Parks Division tractor, vehicle number #5266, is an active front-line tractor that has experienced clutch failure due to an engine oil leak and requires replacement of the clutch and repair of the oil leak. This vehicle is powered by a Kubota drive train and should be repaired by a certified Kubota service center.

Staff is requesting authorization to utilize Farmer's Tractor & Equipment Co, which is the nearest certified Kubota service center, to perform the required repairs at an estimated cost of not to exceed \$9,327 (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Parks Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize the clutch replacement and repair of a Parks Division tractor by Farmer's Tractor & Equipment Co. at a cost not to exceed \$9,327 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Farmers Tractor & Equipment Company Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



FARMERS TRACTOR & EQUIPMENT COMPANY

1132 S. Main Street
Porterville, CA 93257-5802
(559) 784-4567
(800) 533-4567

Date	11/30/2022
Time	14:48

PO#	5266
Terms	Net 30
Due Date	12/30/2022

RO#	001-17798			
RO Date	10/27/2022			
Miles	In	0.0	Out	0.0
Hours	In	1732.8	Out	0.0
Service Writer	GERALD CONTRERAS			
Stock#	(11129) 05KK6213			
Serial#	66213			
Yr Make Model	05 KUBOTA M6800SDC			
Description	05 KUB M6800SDC 05KK6213 #66213			
License				
Fleet#				
In Service Date	2/5/2004			

CITY OF PORTERVILLE
CITY OF PORTERVILLE ATTN: HECTOR
555 NORTH PROSPECT
PORTERVILLE CA 93257
Contact RAMON 333-0588

Service Invoice

Customer

Memo

Customer Service Issue # 1

Com: Customer says tractor takes a while to get up to normal speed.

Cause:

Fix: Inspected tractor found bad clutch Oil pan leaking & leak at the hydraulic pump. Removed hydraulic lines an coolant lines ,evacuated A/C system to split tractor A/C low on freon.Removed clutch had to replace flywheel could not be surfaced. Cleaned parts & Replaced clutch assembly & flywheel. Reconnected tractor. Reconnected coolant & hydraulic lines charged A/C system found leaks on schroeder valves Replaced schroeder valves. Resealed oil pan & repaired leaks at hydraulic pump.

Note:

Mech	Type	Description	Total
3214	Labor	LABOR	LABOR 33.6334 135.00 0.00% \$4,540.51
	Item	04817-00260-620 O-RING	3.0000 2.08 0.00% \$6.24
	Item	3A011-94870-620 O RING	2.0000 3.19 0.00% \$6.38
	Item	33760-56970-620 O-RING	2.0000 10.19 0.00% \$20.38
	Item	33760-56980-620 O-RING	2.0000 10.19 0.00% \$20.38
	Item	3A251-26310-620 HUB, CLUTCH RELEASE	1.0000 135.00 0.00% \$135.00
	Item	TC650-26350-620 BEARING,BALL THRUST *	1.0000 80.88 0.00% \$80.88
	Item	3A261-25133-620 ASSY, CLUTCH	1.0000 941.99 0.00% \$941.99
	Item	01133-51030-620 BOLT M10X1.25X30 MM *	10.0000 1.68 0.00% \$16.80
	Item	3F740-25250-620 BEARING, BALL (6007)	1.0000 32.36 0.00% \$32.36
	Item	3A011-25110-620 ASSY COVER, CLUTCH	1.0000 652.26 0.00% \$652.26
	Item	05012-01018-620 PIN, STRAIGHT	2.0000 1.00 0.00% \$2.00
	Item	2421-036 BRAKE CLEANER	2.0000 5.53 0.00% \$11.06
	Item	77700-01822-620 KUBOTA BLISTER CARD 3OZ TUBE,1207F	1.0000 26.84 0.00% \$26.84
	Item	1C011-25010-620 COMP.FLYWHEEL	1.0000 1340.03 0.00% \$1,340.03
	Item	M12-1.25N-044 METRIC NUT	2.0000 0.42 0.00% \$0.84
	Item	M12-1.25X50-044 METRIC C/S	1.0000 2.25 0.00% \$2.25
	Item	70000-10002-620 OIL,2.5 GAL 15W-40 (CASE OF 2)	1.0000 57.41 0.00% \$57.41
	Item	3F260-53252-620 ASSY HANDLE,OUTER	1.0000 81.05 0.00% \$81.05
	Item	R134-30#-099 REFRIGERANT R134	16.0000 1.53 0.00% \$24.48
	Item	70000-20002-620 OIL,2.5 GAL UDT FLUID (CASE OF 2)	2.0000 57.04 0.00% \$114.08

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Page 4 of 5 Pages

Customer Name		RO#	Date			
CITY OF PORTERVILLE		17798	11/30/2022			
Item	70000-20001-620	OIL,1 GAL UDT FLUID (CASE OF 3)	1.0000	23.58	0.00%	\$23.58
Misc.	HAZARDOUS WASTE		1.0000	10.00	0.00%	\$10.00
Subtotal						\$8,146.80

Repair Totals							
Warranty	Parts:		Labor:		Misc.:		PreTax Subtotal:
Internal	Parts:		Labor:		Misc.:		PreTax Subtotal:
Customer	Parts:	\$3,596.29	Labor:	\$4,540.51	Misc.:	\$10.00	PreTax Subtotal:
						Sales Tax:	\$332.65
						Total Due from Customer:	\$8,479.45

TAXABLE SALES		\$332.65	\$3,596.29						
Cash	Check	Check #	CC	CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00		\$0.00		\$8,479.45	\$0.00	\$0.00	\$0.00	\$0.00

PARTS & SUPPLIES - MACHINE WORK - WELDING - GENERAL REPAIRING - SERVING THE VALLEY SINCE 1936.

CONDITIONAL SALES AGREEMENT: TITLE TO ALL ABOVE ENUMERATED PROPERTY SHALL REMAIN WHOLLY IN FARMERS TRACTOR & EQUIPMENT UNTIL FULLY PAID FOR AND VENDEE SHALL SURRENDER SAME ON DEMAND IF IN DEFAULT ON PAYMENTS. IT IS ALSO AGREED THAT, IF COLLECTION IS MADE BY SUIT OR OTHERWISE, I/WE AGREE TO PAY FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18% AFTER 30 DAYS, ALSO COLLECTION COSTS, INCLUDING ATTORNEY'S FEES AS MAY BE ADJUDGED BY COURT, AND WAIVE ALL RIGHTS TO ANY CLAIMS, EXEMPTED UNDER STATE LAWS, AND WILL NOT REMOVE PROPERTY WITHOUT WRITTEN CONSENT OF FARMER'S TRACTOR & EQUIPMENT FROM ORIGINAL PLACE OF DELIVERY.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturers of those products. This dealership hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Summary of Charges	
\$3,596.29	Taxable
\$4,550.51	Non-Taxable
\$8,146.80	Subtotal
\$332.65	Sales Tax
\$8,479.45	PAY THIS AMOUNT
\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature	Date
--------------------	------

Exempt Tax Cert #:	
Expiration Date:	

Printed:12/1/2022 9:37 AM



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: East Porterville Water Connection Second Dwelling Unit: APN 262-034-010

SOURCE: Community Development

BACKGROUND: The subject property, located at 175 S. Maurer Street, is located in East Porterville, outside the city limits and within the city's Urban Development Boundary (UDB). The property is currently developed with a 690± sf manufactured home. The property has an approved Extraterritorial Service Agreement (ESA), as an emergency water service connection through the State's Department of Water Resources (DWR) Emergency Connection Project for East Porterville, in which the subject property qualified as part of the East Porterville Feasibility Study Project Area. An application for an ESA was approved on September 15, 2016. The application included an Irrevocable Agreement for Annexation (IAA # 6-47) and a Deed Restriction for future development in which a document was recorded at the Tulare County Recorder's office under 2017-0061491 on October 6, 2017.

COMMENT: Staff received a request for a will serve letter in order to provide a second water connection service to existing property, for the development of a future residential dwelling unit on the property.

ANALYSIS: As a condition of water service connection through the (ESA), a deed restriction was recorded that outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The future development of a residential dwelling unit shall comply with Tulare County's development standards.

ENVIRONMENTAL REVIEW: The Environmental Coordinator made a determination on September 27, 2022 that the project is exempt from CEQA §15301 Existing Facilities.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the second water service connection.

ATTACHMENTS:

1. Draft Resolution
2. Recorded Irrevocable Agreement and Deed Restriction
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
FOR APPROVAL OF A SECOND SERVICE FOR MUNICIPAL WATER FOR
PROPERTY LOCATED AT 175 MAUERER STREET.

WHEREAS: The California State Water Resources Board, in coordination with the Department of Water Resources conducted a feasibility study to define a long-term solution to the water related issues in East Porterville due to the on-going drought created a situation where hundred; and

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of April 19, 2016 amended the procedures for annexation and extension of municipal in Resolution 19-2016: and

WHEREAS: The East Porterville Feasibility Study Project Area was identified as an exemption under Resolution 19-2016 due to the on-going drought created a situation where hundreds of parcels in the East Porterville area where experiencing dry wells, or wells of substandard water quality; and

WHEREAS: The property located at 175 Maurer St. qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on September 15, 2016; and

WHEREAS: The Extraterritorial Service Agreement (ESA) included an Irrevocable Agreement for Annexation, IAA # 6-47, and a Deed Restriction in which the document was recorded at the Tulare County Recorder's on October 6, 2017 as 2017-0061491; and

WHEREAS: The Deed Restriction outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures may be permitted without approval of the City Council of the City of Porterville: and

WHEREAS: The future development of a residential dwelling unit complies with Tulare County's development standards; and

WHEREAS: This project is exempt from CEQA pursuant to §15301 that CEQA only applies to projects which have the potential for causing a significant effect on the environment: and

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the request for a second water service for the future development of a residential dwelling unit:

1. All water service connections shall comply with all applicable codes, including but not limited to Porterville Municipal Code Section 26-2, which requires the abandonment of wells upon municipal service connection.
2. A back-flow device is required on the water meter.
3. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.

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

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk

2017-0061491

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

REC FEE

0.00

LC
08:10AM 06-Oct-2017 | Page 1 of 4

Recording Requested by and
Upon Recordation return to:

City of Porterville
ATTN: Community Development Department
291 N Main Street
Porterville, CA 93257

Per Gov. Code §6103 no recording fee.
This is for the benefit of the City of Porterville.

IAA# 6-47

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 31 day of March, 2017, between Jesus Lemus hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.44 gross acres located at 175 S MAURER ST, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262034010.

Whereas, Owner requires use of the City Water system and the right to connect to the existing Water main which is contiguous to said property, or will be designed and installed by the State of California Department of Water Resources; and

Whereas, Owner is willing to permit the annexation of its property to the City of Porterville; and

Whereas, the City is willing to consent to the connection of said property to the Water main on the conditions that Owner permit said annexation to the City at the earliest possible time and record the attached deed restrictions to effectively limit changes in use or capacity of the site; and

Whereas, the City may proceed with the annexation of Owner's property plus other property, but said annexation will cause delay, which delay would create a substantial hardship for Owner.

Now, therefore, Owner does agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of its property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel annexation to the City.
2. The City hereby agrees to authorize the connection of said property to the City's Water main located in Maurer.

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 410.66Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

Executed this 31 day of March, 2017

Owner: LEMUS JESUS

175 MAURER

PORTERVILLE CA 93257

By: X Jesus Lemus

City: Julie Phillips
Julie Phillips, Community Development Manager

The City Manager and Mayor of the City of Porterville have been authorized to execute this Agreement of behalf of the City of Porterville

J. N. Lee
City Manager of the City of Porterville

M. H. Stone
Mayor of the City of Porterville

Please see attached Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Tulare)
 On March 31, 2017 before me, Rachel M. Ayala, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Jesus Lemus - Ramos
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Rachel M. Ayala
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Unrevocable Agreement for Donation to the City of Palmdale
 Document Date: 3/31/17 Number of Pages: 2
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Deed Restriction for IAA # 6-47

175 S MAURER ST, Porterville CA 93257

APN 262034010 (as of April 29, 2016), as further identified by the legal description recorded in Grant Deed 2011-0045431 on 8/4/2011.

The property is currently developed with 1 structures, including 1 habitable units.

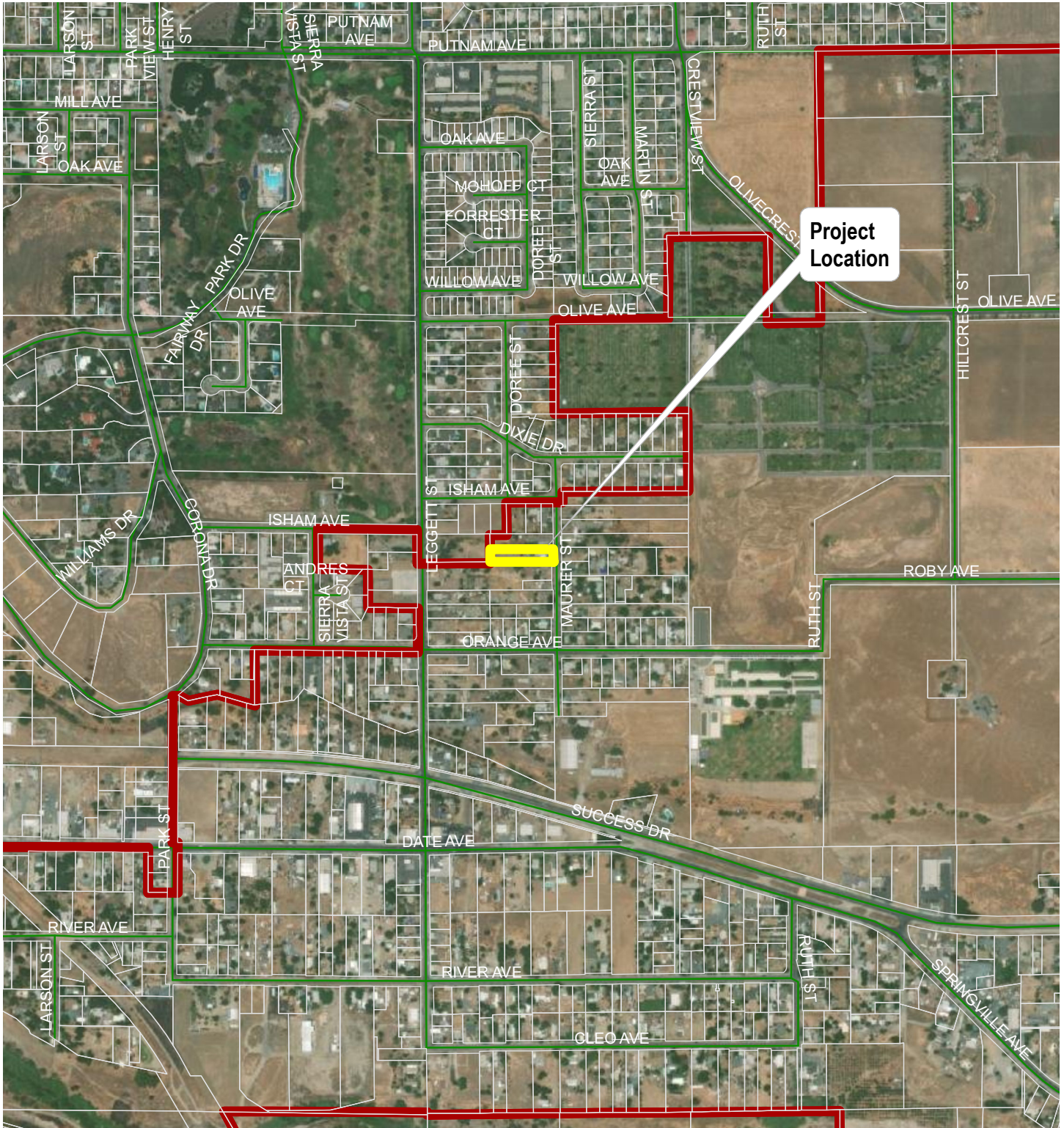
As a condition of the extraterritorial service agreement, no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville. The keeping of animals may be maintained in accordance with Tulare County Animal Control and Land Use ordinances, until one year following the date of annexation.

Connection to and use of the municipal water system is subject to all water conservation requirements imposed by the City of Porterville, as well as the requirement to abandon wells upon municipal service connection. A parcel smaller than 5 acres with a Porterville Municipal Water Service Connection shall not receive water from a private well, nor develop additional wells in the future.

Any existing deed restriction shall not be affected in any way by the document recorded herewith.

LOCATOR MAP

175 N. Maurer Street



Legend

-  Vicinity
-  City Limits
-  Street

1 in = 700 ft





CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Irrevocable Offer of Dedication From Burton School District, a California Public School District

SOURCE: Engineering and Project Management

COMMENT: City staff is currently reviewing the final subdivision map for the Brookside Subdivision for San Joaquin Valley Homes. Once the final subdivision map is approved, the irrevocable offer of dedication from Burton School District, a California School District, will be necessary to provide a complete street for proper egress.

In an effort to prevent delays with the final recording of the Brookside Subdivision map once it is approved, staff is requesting prior approval from City Council to accept the necessary irrevocable offer of dedication from Burton School District pending final subdivision map approval.

RECOMMENDATION: That City Council:

- 1) Approve the draft resolution accepting the Irrevocable Offer of Dedication from Burton School District, a California Public School District; and
- 2) Direct the City Clerk to record the Irrevocable Offer of Dedication in the office of the Tulare County Recorder upon the City receiving the final subdivision map for the Brookside Subdivision.

ATTACHMENTS:

1. Draft Resolution
2. Irrevocable Offer of Dedication
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager

RESOLUTION NO. _____ - 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION FROM BURTON SCHOOL
DISTRICT, A CALIFORNIA PUBLIC SCHOOL DISTRICT

WHEREAS: The City is currently reviewing the tentative subdivision map for the Brookside Subdivision for San Joaquin Valley Homes; and

WHEREAS: Upon submittal and approval of the final subdivision map for the Brookside Subdivision the irrevocable offer of dedication from Burton School District, a California Public School District, will be necessary to provide a complete street for proper egress for said subdivision.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Porterville hereby accepts an Irrevocable Offer of Dedication for street purposes from Burton School District, a California Public School District, with foresaid property situated, lying and being in the City of Porterville, County of Tulare, State of California, to-wit:

That portion of that certain parcel of land as described by Deed recorded July 30, 2007, as Document No. 2007-0068905, Official Records of Tulare County, also shown on Record of Survey, according to the map thereof recorded in Book 29 of Licensed Surveys, at Page 45, Tulare County Records, situated in the Northwest quarter of Section 21, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, according to the Official United State Government Township Plat thereof, in the Count of Tulare, State of California, more particularly described as follows:

Commencing at the Southeast corner of said certain parcel of land; thence South 89°56'27" West, along the south line of said certain parcel of land, a distance of 50.03 feet to the **TRUE POINT OF BEGINNING** of this description; thence South 89°56'27" West, continuing along said south line, a distance of 827.98 feet to the beginning of a non-tangent curve, concave northeasterly, with a radial of South 27°12'24" West; thence northerly, along the arc of said non-tangent curve, with radius of 40.50 feet, through a central angel of 19°01'38", an arc distance of 13.45 feet, to a non-tangent line; thence North 45°47'02" West, along said non-tangent line, a distance of 5.11 feet to a non-tangent curve, concave northeasterly, having a radial of South 53°23;45" West; thence northwesterly, along the arc of last said non-tangent curve, with radius of 41.00 feet through a central angle of 28°38'52", an arc distance of 20.50 feet to a non-tangent line; thence North 01°13'26" East, along last said non-tangent line, a distance of 5.11 feet to the beginning of a non-tangent curve, concave southerly, having a radial South 89°12'21" West; thence easterly, along the arc of last said non-tangent curve with radius of 40.50 feet, through a central angle of 145°40'21", an arc distance of 102.97 feet to a point of reverse curvature with a tangent curve, concave northeasterly; thence southeasterly, along the arc of said tangent curve, with radius of 53.50 feet, through a central angel of 54°56'15", an arc distance of 51.30 feet to a tangent line; thence North 89°56'27" East, along said tangent line and along a line which is parallel with and 36.50 feet north of the south line of said certain parcel of land, a distance of 603.60 feet; thence North 00°00'11" East, a distance of 9.50 feet; thence North 89°56'27" East, along a line which is parallel with and 46.00 feet north of the south line of said certain parcel of

land, a distance of 128.87 feet; thence South 00°303'33" East, a distance of 46.00 feet to the **TRUE POINT OF BEGINNING.**

Containing an area of 0.80 acres, more or less.

BE IT FURTHER RESOLVED that said Irrevocable Offer of Dedication be recorded in the office of the Tulare County Recorder upon receipt of the final subdivision map for the Brookside Subdivision.

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

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



2011-0015184

Recording Requested by:
County of Tulare,
Resource Management Agency

*filed
conf*

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

REC FEE 0.00
CONFIRMED COPY 0.00

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors
2800 Burrel Street
Visalia, CA 93291

08:01AM 16-Mar-2011 LC Page 1 of 5

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

APN: 245-010-086
RMA-PM. 10-121
PPM: Not Applicable
Rd. or Ave :

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **BURTON SCHOOL DISTRICT, A CALIFORNIA PUBLIC SCHOOL DISTRICT**, GRANTOR, do hereby offer to dedicate to the county of Tulare an easement for road and public utility purposes on, over and under the following described property

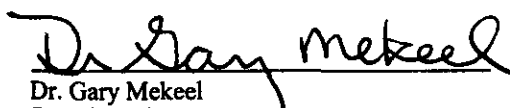
SEE EXHIBIT "A " and EXHIBIT "B"

This offer to dedicate is irrevocable, as authorized by Section 7050 of the Government Code and shall be binding on the grantor, the heirs, assigns and successors of the grantor, and shall continue in effect until the governing board of the County accepts or rejects the offer. If the property described above shall be included within a city prior to the time that the governing body of the County has acted on this offer to dedicate, then the governing body of such city shall succeed to all of the rights of the County hereunder.

Dated this 13 day of January, 2011

GRANTOR

Burton School District, a Public School District


Dr. Gary Mekeel
Superintendent

ACKNOWLEDGMENT

State of California)
County of Tulare)

On Jan 13, 2011 before me, Nancy L. Winton Notary Public, personally appeared
(here insert name and title of the officer)

Dr. Gary Mekeel
____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy L. Winton (Seal)

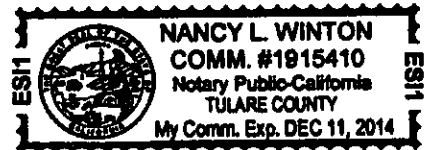


EXHIBIT "A"

LEGAL DESCRIPTION

APN 245-010-086

Public Street Right-of-Way

That portion of that certain parcel of land as described by Deed recorded July 30, 2007, as Document No. 2007-0068905, Official Records of Tulare County, also shown on Record of Survey, according to the map thereof recorded in Book 29 of Licensed Surveys, at Page 45, Tulare County Records, situated in the Northwest quarter of Section 21, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Tulare, State of California, more particularly described as follows:

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Containing an area of 0.80 acres, more or less.



EXHIBIT "B"

AUGUST 28, 2009

CASTLE AVENUE (AVENUE 168)

NORTHEAST CORNER OF THE
NORTHWEST QUARTER OF THE
SECTION 21, T.21 S., R.27 E.
M.D.B. & M.

FRONT-KERN CANAL
VOLUME 1296 OF OFFICIAL
RECORDS AT PAGE 229
TULARE COUNTY RECORDS



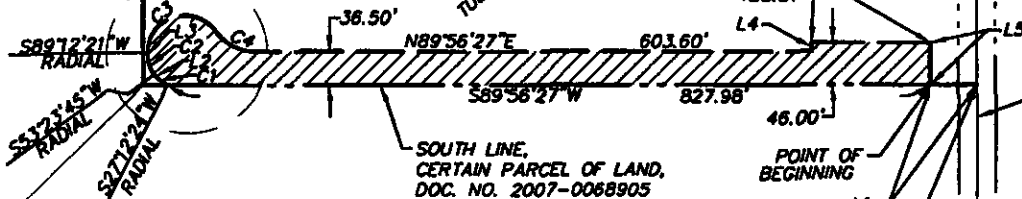
0 50 100 200 300 400
SCALE IN FEET

NORTH LINE,
CERTAIN PARCEL OF LAND,
DOC. NO. 2007-0068905

EAST LINE,
CERTAIN PARCEL OF LAND,
DOC. NO. 2007-0068905

DOC. NO. 2007-0068905
JULY 30, 2007
TULARE COUNTY RECORDS

SEE DETAIL



LEGEND:

- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING CENTER LINE
- EASEMENT LIMIT LINE
- AREA OF STREET EASEMENT
0.80 ACRES +/-

POINT OF
COMMENCEMENT
SOUTHEAST CORNER
CERTAIN PARCEL OF LAND,
DOC. NO. 2007-0068905

DOC. NO. 2000-0085210
DECEMBER 28, 2000
TULARE COUNTY RECORDS

LINE TABLE

L1	S89°56'27\"W	50.03'
L2	N45°47'02\"W	5.11'
L3	N01°13'26\"E	5.11'
L4	N00°00'11\"E	9.50'
L5	S00°03'33\"E	46.00'

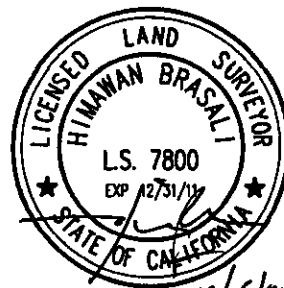
CURVE TABLE

C1	$\Delta=19^{\circ}01'38''$	R=40.50'	L=13.45'
C2	$\Delta=28^{\circ}38'52''$	R=41.00'	L=20.50'
C3	$\Delta=145^{\circ}40'21''$	R=40.50'	L=102.97'
C4	$\Delta=54^{\circ}36'15''$	R=53.50'	L=31.30'

DETAIL
N.T.S.

SOUTH QUARTER CORNER OF THE
NORTHWEST QUARTER OF SECTION 21,
T.21 S., R.27 E., M.D.B. & M.

WESTFIELD AVENUE (AVENUE 164)



**Blair,
Church
& Flynn**
CONSULTING ENGINEERS

CONSULTANT

481 Olive Avenue, Suite 200
Clovis, California 93612
Tel (559) 226-1400
Fax (559) 226-1200

COUNTY OF TULARE

IRREVOCABLE OFFER OF DEDICATION
FOR PUBLIC STREET PURPOSES

SEC. 21, T.21 S., R.27 E., M.D.B. & M.

DR. BY tdw
CH. BY HB
DATE 8/28/2009
SCALE AS NOTED

SHEET NO. 1
OF 1 SHEETS

COUNTY OF TULARE
CERTIFICATE AND CONSENT TO RECORD
OFFER OF DEDICATION
(GOVERNMENT CODE SECTION 27281)

OFFEROR: Burton School District

DATE OF OFFER: January 13, 2011

AVENUE: AVE 168

APN: 245-010-086

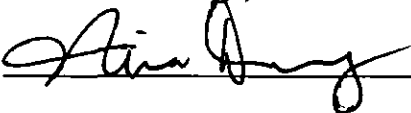
TRANSACTION: NEW BURTON SCHOOL DISTRICT CAMPUS

RMA DOC: 10 – 121

Pursuant to the authority conferred by resolution duly adopted by the Tulare County Board of Supervisors on January 9, 1951, and recorded in Book 1489 of the Official Records of the County of Tulare at page 115, the attached Irrevocable Offer of Dedication is hereby accepted for recording by the undersigned agent of the Board of Supervisors of the County of Tulare, provided that the recording thereof shall not be deemed to be an acceptance of the offer to dedicate at this time, but is merely notice to interested persons of the County's interest in the property offered for dedication, and of the right of the Tulare County Board of Supervisors to take action at some future date to formally accept the offered dedication.

Dated: March 11, 2011

Kathleen Bales-Lange, Tulare County Counsel, Authorized Agent

By , Deputy County Counsel

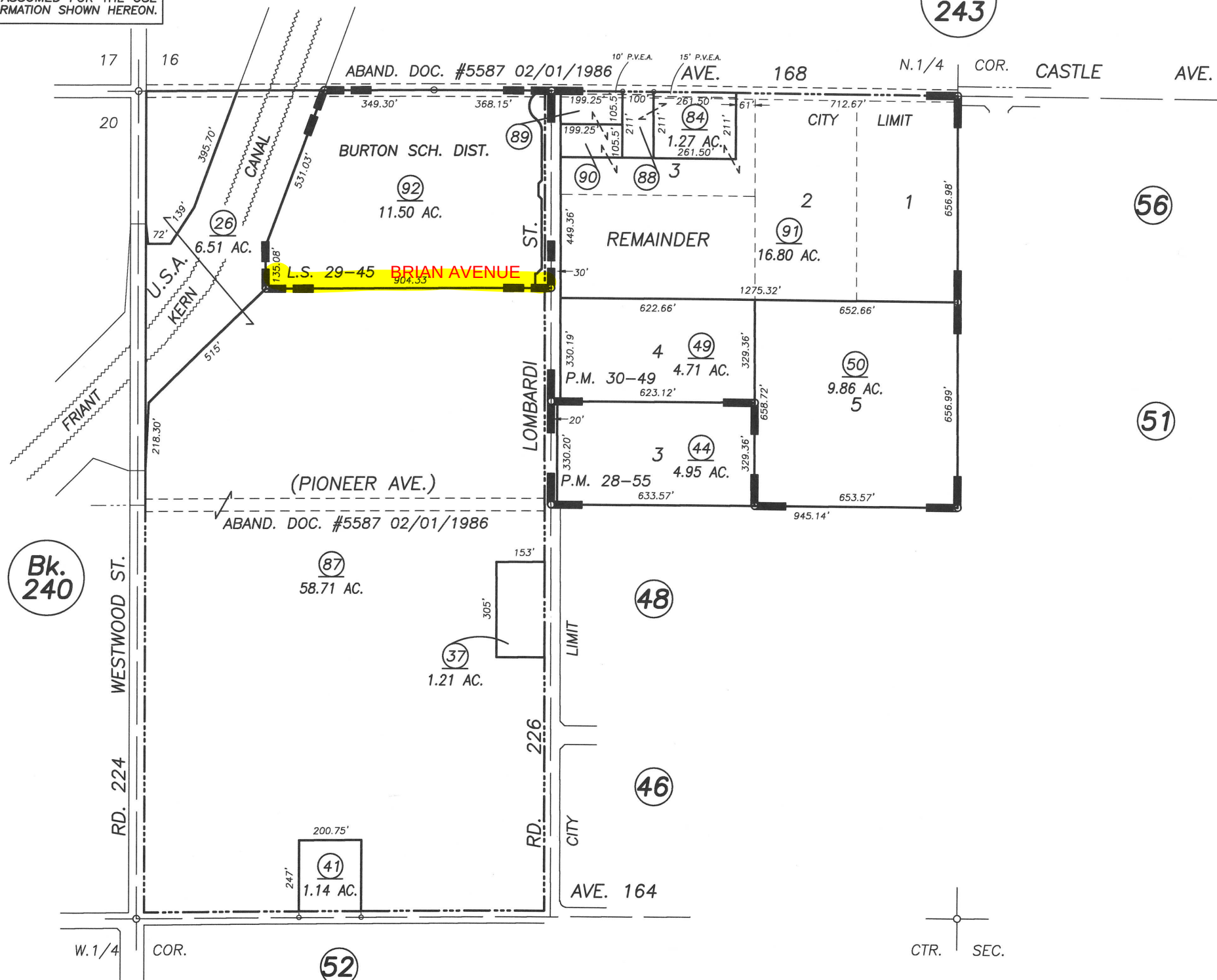
DISCLAIMER

THIS MAP WAS PREPARED FOR LOCAL PROPERTY ASSESSMENT PURPOSES ONLY AND THE PARCELS SHOWN HEREON MAY NOT COMPLY WITH STATE AND LOCAL SUBDIVISION ORDINANCES, AND NO LIABILITY IS ASSUMED FOR THE USE OF THE INFORMATION SHOWN HEREON.

N1/2 SEC.21, T.21S., R.27E., M.D.B.&M.

Tax Area Code **245-01**

004-133
061-000
004-136



PARCEL MAP NO. 2754, P.M. 28-55
PARCEL MAP NO. 2948, P.M. 30-49
RECORD OF SURVEY, L.S. 29-45

VICINITY OF PORTERVILLE
ASSESSOR'S MAPS BK. 245 , PG. 01
COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circles
Assessor's Block Numbers Shown in Elipses ① 123

2019-0061811	10/22/2019	NFL
REVISION	DATE	TECH



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Acceptance of Donation of Real Property: APN 260-300-030

SOURCE: Community Development

COMMENT: City Council previously authorized staff to proceed with the negotiation of a donation of real property generally located east of Jaye Street on Springville Avenue, Assessor Parcel Number 260-300-030 (“Property”) from the Tolladay Family Trust, JLH Properties LLC, and CZEM Partners LLC on November 15, 2022. The property owner is processing a lot line adjustment to be recorded prior to the close of escrow that will result in the donated parcel consisting of approximately 4.5 acres of land. The terms of the donation are outlined in the draft Agreement for Charitable Contribution of Real Property, which is provided herein, as is the draft Resolution.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution for the acceptance of the donation of real property; and
2. Authorize the Mayor and City Manager to sign all necessary documents to complete the transfer of the property.

ATTACHMENTS:

1. Draft Agreement for Charitable Contribution of Real Property
2. Draft Resolution
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

AGREEMENT FOR CHARITABLE CONTRIBUTION
OF REAL PROPERTY

DATE: December 20, 2022

PARTIES: First Party: Michael R. Tolladay and Terry A. Tolladay, Co-Trustees of the Tolladay Family Trust ("Tolladay"), JLH Properties LLC ("JLH") and CZEM Partners LLC ("CZEM")

Second Party: CITY OF PORTERVILLE, hereinafter referred to as "City".

RECITALS:

1. Tolladay, JLH and CZEM owns all that real property more particularly described on Exhibit "A" and hereinafter referred to as the "Property".
2. Tolladay, JLH and CZEM desires to make a charitable contribution of the Property to City on the terms and subject to the conditions set forth in this Agreement and City agrees to accept the contribution of the Property to City on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

The parties hereto do hereby agree as follows:

1. Charitable Contribution. Tolladay, JLH and CZEM agrees to contribute the Property to City by Grant Deed. Said Grant Deed will be executed and notarized by Tolladay, JLH and CZEM and delivered to City within ten (10) days of the date of the full execution of this Agreement. City is authorized to record said deed with the Tulare County Recorder's Office.
2. Contribution "AS IS". Tolladay, JLH and CZEM contributes the Property to City in an "AS IS" condition, without representation or warranty of any kind as to its physical condition. Specifically, but without limitation of the foregoing, Tolladay, JLH and CZEM has no

knowledge whatsoever of the environmental conditions of the Property. City agrees to indemnify, defend, and hold Tolladay, JLH and CZEM harmless from any claims made by any party relating to the physical condition of the Property or any matter occurring on the Property after the delivery by Tolladay, JLH and CZEM of the Grant Deed conveying the Property to City.

3. General Provisions. This Agreement sets forth the entire agreement of the parties hereto. This Agreement may only be modified or amended by an agreement in writing executed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

Michael R. Tolladay and Terry A. Tolladay, Co-Trustees of the Tolladay Family Trust dated October 12, 2009, as to an undivided 50% interest

BY: _____
Michael R. Tolladay, Trustee

BY: _____
Terry A. Tolladay, Trustee

JLH Properties LLC, a California limited liability company as to an undivided 25%

BY: _____
John S. Hale, President

CZEM Partners LLC, a California limited liability company as to an undivided 25%

BY: _____
David Mossman, Manager

CITY OF PORTERVILLE

BY: _____
Martha A. Flores, Mayor

EXHIBIT “A”

Legal Description

RESOLUTION NO. ____-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED BY DONATION FOR
REAL PROPERTY FROM TOLLADAY FAMILY TRUST, JLH PROPERTIES LLC, AND
CZEM PARTNERS LLC

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed by donation from Tolladay Family Trust, JLH Properties LLC, and CZEM Partners LLC, for real property, in the County of Tulare, State of California, to-wit:

See Exhibit “A” attached hereto and made a part thereof.

BE IT FURTHER RESOLVED that the purchase price of \$0 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

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

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT "A"

Parcel 2 and Parcel 4 of Parcel Map No. 4996, in the City of Porterville, County of Tulare, recorded in Book 51 of Parcel Maps at Page 2, Tulare County Records, according to map thereof.

EXCEPTING THEREFROM to the South 66.00 feet of the East 76.00 feet of said Parcel 4;

Containing 194,874 square feet, more or less.

Locator Map

APN 260-300-030



 Project Location

1 in = 500 feet



Date Printed: 12/15/2022 by the Community Development Department



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Authorizing the Acceptance and Execution of the California State Library Building Forward Library Infrastructure Program Grant

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department was successful in its grant application submission for the California State Library's Building Forward Library Infrastructure Program, receiving an award of \$7,263,158. In accordance with Senate Bill 129, funding was prioritized for projects in high-poverty areas and addressing life-safety and critical maintenance and infrastructure needs. The City's local match requirement is \$3,631,579. Potential funding sources for the match amount include proceeds from the insurance policy coverage on the previous library, American Rescue Plan Act Funds, and General Fund revenues.

The deliverables for the City's project include: technology infrastructure, HVAC system, security system elements, and a 40,000 sf library facility. A signed Resolution by the award recipient's governing body designating an authorized representative and approving acceptance of grant funds is a requirement of the grant.

RECOMMENDATION: That the City Council adopt the draft Resolution for the California State Library Building Forward Grant.

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
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE
GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project;

WHEREAS, the City of Porterville proposes to implement Rebuilding our Porterville City Library;

WHEREAS, the City of Porterville has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Porterville intends to apply for grant funding from the California State Library for the Rebuilding our Porterville Library;

THEREFORE, BE IT RESOLVED by the City of Porterville, with acknowledgement of Porterville Public Library, as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the City of Porterville's Mayor, or designee is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.
2. The City of Porterville's Mayor, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
3. The City of Porterville's Mayor, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.
4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

PASSED, APPROVED, and ADOPTED this 20th 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 20, 2022

SUBJECT: Renewal of Airport Lease Agreement - Lot No. 44B

SOURCE: Finance

COMMENT: Michael Quatacker is the current leaseholder of Lot No. 44B at the Porterville Municipal Airport. The City has received a request from Michael and Debbie Quatacker dated December 9, 2022, to renew the lease for a period of ten (10) years. The lot is approximately 4,200 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 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. 44B at the Porterville Municipal Airport for a term of ten (10) years.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

LEASE AGREEMENT

PORTERVILLE MUNICIPAL AIRPORT

THIS LEASE AGREEMENT (“Lease”), executed at Porterville, California the first day of 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 44B 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 4,200 square feet of land area, said rental rate will be \$1,604.40 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

Re: Lease Agreements - Lot No. 49B and Lot No. 46C

Debbie Quatacker <debbie@quatacker.com>

Fri 12/9/2022 10:31 AM

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

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

[Block sender](#)

Good morning Janie. Mike and I would like to renew our lease agreement with the City of Porterville for Lot 44B at the Porterville Municipal Airport commencing January 1, 2023, under the same terms and conditions as the current lease, for a further ten-year period. The hangar is currently being used by us for the storage and maintenance of aircraft, primarily helicopter with tail number 8489E I shall await your further instructions.

Best regards,

Debbie Quatacker

AIRPORT LEASE SITES



44A	44B	44C
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40	41	42	43
36	37	38	39

45

46A	46B	46C	46D
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35

A	B	C	34	D	E	F
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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 20, 2022

SUBJECT: Amendment to the Pay Rate Schedule for Seasonal and Part-Time Employees

SOURCE: Administrative Services

COMMENT:

On July 27, 2022, the Director of the California Department of Finance certified that based on the annual inflation rate, under Labor Code section 1182.12 (c)(3)(A), the State hourly minimum wage must be increased, effective January 1, 2023, to \$15.50 an hour for all employers. This increase will impact the rates of pay for the City's seasonal and part-time employees, as well as four full-time positions which are currently vacant.

In order to maintain consistency within the salary ranges, and to avoid compaction between classifications, staff is recommending an increase for those classifications in both minimum and maximum salary rates. The mandated increase also affects four full-time classifications within the City; however, none of the four classifications are currently allocated. The proposed adjustments have been anticipated and accounted for during the Fiscal Year 2022-2023 budgetary process.

To implement these changes, it is proposed that the City's Employee Pay and Benefit Plan, and Seasonal and Part-Time Pay Rates, be amended by Resolution of the City Council. Attached for Council's reference is the current Seasonal & Part-Time Pay Rate Schedule, a draft Resolution for seasonal and part-time classifications, the proposed Fiscal Year 2022-2023 Pay Rate Schedule (Exhibit A to the draft Resolution), and a draft Resolution for full-time classifications.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolutions amending the City's Employee Pay and Benefit Plan; and
2. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

ATTACHMENTS:

1. Draft Resolution: Seasonal and Part-Time Pay Rates
2. Fiscal Year 2021-2022 Seasonal and Part-Time Pay Rates
3. Proposed Fiscal Year 2022-2023 Seasonal and Part-Time Pay Rates
4. Draft Resolution: Full-Time Employee Salary Ranges

Appropriated/Funded: MB

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AN AMENDMENT
TO THE SEASONAL AND PART-TIME PAY RATES**

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2022/23 Schedule for all Seasonal and Part-time positions in compliance with California's minimum wage, and to maintain consistency within the salary and avoid compaction between classifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time Employees, attached hereto and incorporated herein by this reference as Exhibit "A", effective January 1, 2023.

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

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

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

APPENDIX A

SEASONAL AND PART TIME PAY RATES 2021-2022 Fiscal Year

<u>Position</u>	<u>Rate</u>
After School Assistant II.....	\$15.00/hour
After School Assistant III.....	\$16.50 – \$18.00/hour
After School Site Assistant.....	\$18.50 - \$20.00/hour
After School Gardener.....	\$15.40 - \$18.40/hour
After School Site Supervisor.....	\$25.00 – \$26.50/hour
Animal Shelter Technician.....	\$15.00 - \$16.25/hour
Assistant Zalud House Curator.....	\$15.00 – \$16.50/hour
Campus Supervisor.....	\$15.81 - \$19.00/hour
Clerical Aide.....	\$15.00 – \$16.50/hour
Library Aide.....	\$15.00 – \$16.50/hour
Lifeguard.....	\$15.00 – \$16.25/hour
Lifeguard (Senior).....	\$15.50 – \$16.75/hour
Maintenance Aide	\$15.00 – \$16.50/hour
Pool Cashier.....	\$15.00 – \$16.00/hour
Pool Manager.....	\$17.00 – \$19.00/hour
Pool Manager Assistant.....	\$16.00 – \$18.00/hour
Recreation Leader I.....	\$15.00 – \$15.75/hour
Recreation Leader II.....	\$16.00 – \$18.00/hour
Recreation Leader III.....	\$18.25 – \$20.75/hour
**Recreation Specialist.....	Percentage of Flat Rate
Reserve Firefighter.....	\$15.00 – \$17.00/hour
Sports Official/Umpire or Referee (Youth).....	\$15.00 – \$24.50/hour
Sports Official/Umpire or Referee (Adult).....	\$15.00 – \$39.50/game
Student Intern.....	\$15.00 – \$16.50/hour
***Off-Highway Vehicle Coordinator.....	\$15.00 – \$17.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$15.00 – \$16.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.

APPENDIX A

SEASONAL AND PART TIME PAY RATES 2022-2023 Fiscal Year

<u>Position</u>	<u>Rate</u>
Expanded Learning Tutor I.....	\$15.50/hour
Expanded Learning Tutor II.....	\$16.50 – \$18.00/hour
Expanded Learning Site Assistant.....	\$18.50 - \$20.00/hour
Expanded Learning Site Supervisor.....	\$25.00 – \$26.50/hour
Expanded Learning Gardener.....	\$16.50 – \$18.00/hour
Animal Shelter Technician.....	\$15.50 - \$16.75/hour
Assistant Zalud House Curator.....	\$15.50 – \$17.00/hour
Campus Supervisor.....	\$15.81 - \$19.00/hour
Clerical Aide.....	\$15.50 – \$17.00/hour
Library Aide.....	\$15.50 – \$18.50/hour
Lifeguard.....	\$15.50 - \$16.75/hour
Lifeguard (Senior).....	\$16.00 – \$17.25/hour
Maintenance Aide	\$15.50 – \$17.00/hour
Pool Cashier.....	\$15.50 – \$16.50/hour
Pool Manager.....	\$17.50 – \$20.00/hour
Pool Manager Assistant.....	\$16.50 – \$18.50/hour
Recreation Leader I.....	\$15.50 – \$16.25/hour
Recreation Leader II.....	\$16.50 – \$18.50/hour
Recreation Leader III.....	\$18.75 – \$21.25/hour
**Recreation Specialist.....	Percentage of Flat Rate
Reserve Firefighter.....	\$15.50 – \$17.50/hour
Sports Official/Umpire or Referee (Youth).....	\$15.50 – \$24.50/hour
Sports Official/Umpire or Referee (Adult).....	\$15.50 – \$39.50/game
Student Intern.....	\$15.50 – \$17.00/hour
***Off-Highway Vehicle Coordinator.....	\$15.50 – \$18.00/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$15.50 – \$17.00/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.

RESOLUTION NO. ____ - 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AN AMENDMENT
TO FULL-TIME EMPLOYEE SALARY RANGES**

WHEREAS, the City Council of the City of Porterville has established a Salary Range Schedule for all full-time employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2022/23 salary ranges for the following full-time positions in compliance with California's minimum wage:

<u>Field Services Trainee</u>	From Range 134 to Range 142
<u>Clerical Assistant Trainee</u>	From Range 137 to Range 142
<u>Waste Water Treatment Facility Operator Trainee</u>	From Range 140 to Range 142
<u>Field Service Worker Trainee</u>	From Range 140 to Range 142

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised salary ranges, effective January 1, 2023.

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

PASSED, APPROVED, and ADOPTED this 20th 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 20, 2022

SUBJECT: Establishing an Information Technology Technician Classification within the Finance Department

SOURCE: Administrative Services

COMMENT: With the impending retirement of the City's Information Technology Manager and the continued increase in the City's use of technology to conduct the business of the City, the establishment of a new entry level classification within the Information Technology ("IT") Division within the Finance Department is needed. The proposed classification of IT Technician would be primarily responsible for Help Desk monitoring and response to basic troubleshooting calls for service, the generation of daily, weekly, and monthly reports on Help Desk operations; configuring and installing desktop computers and peripheral hardware; and supporting the IT Division on a variety of other tasks. The draft Job Description is attached for the City Council's reference.

In consideration of the analysis of other classifications with similar responsibilities, it is proposed that the IT Technician classification be established at Range 171 with a monthly salary of \$3,610 - \$4,405, and be represented by the Porterville City Employees Association for collective bargaining purposes.

RECOMMENDATION: That the City Council:

1. Authorize the establishment of a new classification of Information Technology Technician within the Finance Department; and
2. Direct Human Resources staff to prepare all necessary documentation to establish said classification.

ATTACHMENTS: 1. Draft Job Description: Information Technology Technician

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

INFORMATION TECHNOLOGY TECHNICIAN

DEFINITION

Under direction of the IT Manager, the primary responsibility of the Information Technology Technician position will be to provide Help Desk operations and general Technology support for the City.

REPRESENTATIVE DUTIES

The following duties and support functions are examples of the work typically performed by the employee of this class.

1. All technology related trouble calls are routed through the City's Help Desk. This individual will log calls of the trouble reported, user and contact information, and route to the appropriate IT staff member. Basic troubleshooting calls which fall within the skill level of this position will be handled by this individual.
2. Generate daily, weekly and monthly reports on Help Desk operations.
3. Provide basic trouble shooting of computer equipment and repair to the board or major component level. Work with equipment manufacture's support to diagnose and replace defective components. Configure and install desktop computers and other peripheral hardware. Build and test cat5, cat11 cables and data outlets.
4. Support the City's internal and external web site. Prepare and publish web-based user documentation. Assist departments in developing and maintaining web presence.
5. Provide basic support for the City's VOIP Phone System. Contact vendor regarding VOIP line trouble.
6. Provide basic troubleshooting for user login or email related problems. May provide user training on the general use of desktop computers and email software.
7. Install, configure and upgrade user application and utility software. Provide basic support for MS Office suite (i.e., Word, Excel, PowerPoint) or other City applications as directed. Other duties as assigned.

EMPLOYMENT STANDARDS

Education and/or Experience

Graduation from an accredited college with an AS degree in computer science or related field and two years of experience working with desktop computers, LANs and network equipment, Microsoft Windows 10/11, and general desktop application software or any

combination of education and training and experience that provides the desired knowledge and abilities. Network +, A+ desirable.

Knowledge of:

Current micro computer technology; LAN/WAN equipment, TCP/IP protocol and ethernet concepts; VOIP principles; HTML; DOS batch scripting and PowerShell; Microsoft Office Suite; Help Desk operations.

Ability to:

Communicate effectively on technical issues with individuals with varying degrees of computer familiarity; Assess computer system failures, recommend solutions and/or route to the appropriate IT Staff; Write reports, technical instructions and documentation; establish and maintain good working relationships with others.

Special Requirements

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

Physical Demands

Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects weighing up to 40lbs. such as, display monitors, CPUs, printers and other materials. Moving from place to place within an office; some reaching for items above and below desk level. Strength, dexterity, coordination and vision to use a keyboard and video display monitor.

WORKING CONDITIONS

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. The noise level in the server environment is usually moderate and low in the office areas. Computer with video display monitor is used on a daily basis. Independent local travel may be required.

December 20, 2022



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Authorization of Christmas Eve Library Closure

SOURCE: Parks and Leisure Services

COMMENT: Historically, when December 24th has fallen on a weekday, it has resulted in low library visits, computer usage and circulation. Library staff typically operates with minimal staffing since overall usage is so limited. Since December 24th falls on a Saturday this year and weekend library usage is already less than weekday usage, it is anticipated that public usage would be extremely limited. At its meeting on November 8, 2022, the Library and Literacy Commission voted unanimously to recommend the closure of the temporary library on Christmas Eve. Other Central Valley libraries are scheduled to be closed December 24th, including the Tulare City Library which closes December 23rd and 24th. Signage will be posted for the public and no library materials will be due on December 24th, should Council give authorization for closure.

RECOMMENDATION: That the City Council authorize the closure of the temporary library on Saturday, December 24, 2022.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Cancellation of January 3, 2023, City Council Meeting

SOURCE: Administrative Services

COMMENT:

The City Council has historically cancelled its first meeting in January for the past nineteen (19) years in consideration of staff workloads and efforts to conform to the vacation and administrative leave policies for applicable management and support personnel. In reference to this history, this item is again being presented for Council's consideration.

If the January 3rd meeting is not held, the next regularly scheduled meeting would be January 17, 2023. However, should the necessity arise, a Special Meeting could be scheduled to expedite any item which might require immediate action.

RECOMMENDATION: That the City Council cancel the January 3, 2023, City Council Meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 20, 2022

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

SOURCE: City Manager's Office

COMMENT:

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

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

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION ____-2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of January 19, 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 20th 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 20, 2022

SUBJECT: Status and Review of Local Emergency Drought

SOURCE: City Manager's Office

COMMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

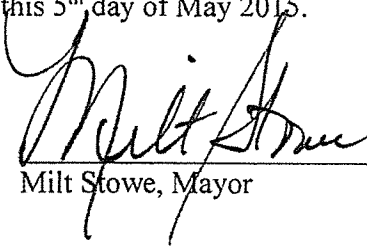
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

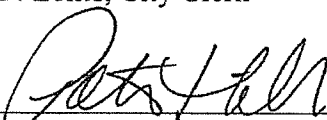
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

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

Dear Governor Newsom:

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

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

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

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

Local FSA offices can provide affected farmers with further information.

Sincerely,

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

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

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

Contiguous Counties:

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

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

Contiguous Counties in Adjacent States:

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

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

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

RESOLUTION NO. 2021-0290

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

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



BY:


Deputy Clerk

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

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

WHEREAS:

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

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

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

THEREFORE BE IT RESOLVED THAT:

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

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

CERTIFICATION

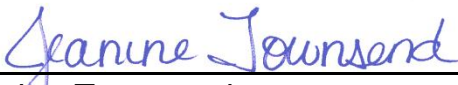
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

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

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) As used in this subdivision:

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

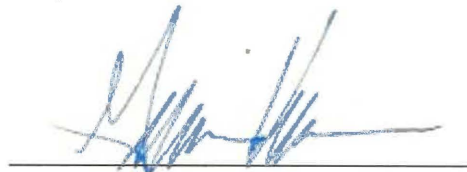
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

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

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

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

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



GAVIN NEWSOM
Governor of California

ATTEST:

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

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

Government Code Sections 11346.1 and
11349.6

OAL Matter Number: 2022-0606-03

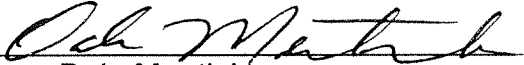
OAL Matter Type: Emergency (E)

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

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

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

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

Original: Eileen Sobeck, Executive
Director

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

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

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

JUN 10 2022

2:06 PM

AGENCY WITH RULEMAKING AUTHORITY
State Water Resources Control Board

AGENCY FILE NUMBER (If any)

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

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

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

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

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

SIGNATURE OF AGENCY HEAD OR DESIGNEE

Eric Oppenheimer

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

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

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

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters

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

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

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



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

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



for the purpose of the

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

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

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

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

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

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

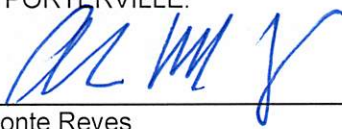
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

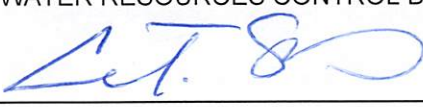
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Leslie Laudon
Title: Deputy Director *for*
Division of Financial Assistance

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
- i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Consideration of Status Report on Conditional Use Permit Concerning 180 South "E" Street

SOURCE: Community Development

COMMENT: At its meeting on June 6, 2022, the City Council adopted Resolution 40-2022 approving a Conditional Use Permit (CUP) for the establishment of a nursery located at 180 S. E Street. A CUP is required to establish the use of a nursery in the Downtown Mixed Use zone district.

The CUP included several conditions of approval, including that the applicant submit plans and apply for building permits and make improvements to ensure that unpermitted improvements meet the current adopted California Fire Code, California Building Code, and Porterville Development Ordinance, including the shade structure utilized for an outdoor growing area. The CUP also included a semi-annual inspection by the Building and Fire Departments due to the nature of the unpermitted improvements that had been made to the facility. The purpose of this report is to provide an update on the progress made by the applicant towards meeting the conditions of approval of Resolution 40-2022 and report on the semi-annual inspection.

The applicant submitted an application for a building permit and structural repair plans for the facility on September 2, 2022. Staff reviewed the submitted plans and provided comments on required corrections to the applicant on September 27, 2022. In accordance with the CUP, an inspection was performed on October 18, 2022, by the Chief Building Inspector and Fire Marshal. During the inspection, the applicant was advised that the fire extinguishers were out of date and required service, and were found to be operating within the conditions of approval on the use of the facilities.

Staff met with the applicant and the applicant's agent on December 1, 2022, to discuss questions that the applicant had pertaining to the comments and corrections provided in response to the applicant's building permit application. The applicant noted during the meeting that his agent would be resubmitting plans shortly. At the time of writing this staff report, the applicant had not submitted updated plans to be reviewed for the issuance of the required building permits outlined in Resolution 40-2022.

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

ATTACHMENTS:

1. Resolution No. 40-2022
2. City Council Staff Report: June 6, 2022

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 40-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF A CONDITIONAL USE
PERMIT (PRC 2021-037-C) FOR SUNBURST PACKING COMPANY TO ALLOW
ESTABLISHMENT OF A NURSERY LOCATED ON 180 SOUTH E STREET

WHEREAS: On November 24, 2021, the Project Review Committee met with the applicant in order to discuss a proposed establishment of a Nursery at an existing 53,700± square foot facility located at 180 South E Street; and

WHEREAS: On November 24, 2021, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to 15301 Existing Facilities in that there is no proposed expansion to the existing building; and

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of June 6, 2022, conducted a public hearing to consider a Conditional Use (Permit 2021-037-C) to allow the establishment of a Nursery; and

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

WHEREAS: The City Council made the following findings with respect to the subject project:

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

LU-G-1: promote a sustainable, balanced land use pattern that responds to existing needs and future needs of the City.

LU-G-5 Ensure that new developments pays for the public facilities and infrastructure improvements required to meet the demands resulting from that growth.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2021-037-C) subject to the following conditions:

1. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the use is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit

expires.

3. The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
4. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - That approval was obtained by means of fraud or misrepresentation of a material fact;
 - That the use in question has ceased to exist or has been suspended for one year or more;
 - That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.
5. A vector/rodent control plan shall be submitted and approved. The vector/rodent control plan will be implemented for the term of the agricultural use.
6. That any outdoor storage and growing area shall be screened from the view of the public street and shall comply with § 300.10 Screening.
7. Any changes to exterior shall comply with the Downtown Design Guidelines.
8. Signs shall comply with Downtown Design Guidelines and § 305 signs of the Development Code.
9. The developer/applicant shall submit plans for any structural upgrades based on a structural engineers report per the notice and order. The notice and order also outlined that plans shall identify any electrical, plumbing and mechanical that has been completed without property permits. The plans shall also include an egress plan from any area of any building to the exterior door(s) including pathways and clearances around the plant box layouts. The submitted plans once approved will need to be issued to a licensed contractor and all work will need to be done by a licensed contractor.
10. The developer/applicant shall submit plans for the outdoor covered growing area with documentation provided and labels attached for the mesh/cloth covering.

11. The use of a Nursery would require the developer/applicant to submit ventilation plan.
12. The developer/applicant shall submit four (4) complete sets of plans, signed by licensed Architect or Engineer, including four (4) sets of energy calculations and structural calculations. Or e-submitted at engbldg@ci.porterville.ca.us
13. Plan submittals shall comply with current access laws (both State and Federal). The most stringent Code shall prevail.
14. Plan submittals shall comply with all current applicable Codes.
15. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
16. The developer/applicant shall pay all fees according to the Municipal Code and State Law.
17. Signs require separate plan submittal and separate permit per the Development Ordinances.
18. The Building Official has designated the proposed Occupancy Classification to be a "F1".
19. Allow four (4) weeks review time for the initial plan check submittal and an additional four (4) weeks review time for each subsequent re-submittal.
20. NO DEFERRED ITEMS. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
21. Will need an exit analysis plan based on how the operation of the plants are set up.
22. Indoor growing areas will require an engineer or architect to approve the design for watering and drainage purposes.
23. The facility will be subject to a semi-annual inspection starting June 6, 2022, with the first (1st) inspection completed within the first six (6) months of the year and the second (2nd) inspection completed within the last six (6) months of the year. The inspection shall be conducted by the Building and Fire Departments.
24. Approved fire apparatus access roads shall be provided. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

25. Fire apparatus access roads shall comply with Section 503 of the currently adopted edition California Fire Code
26. If common/private driveways or dead end roadways exceed 150' in length from the public street or intersection, or the Fire Department access road, a required turn around shall comply with the currently adopted edition of the California Fire Code
27. Permits will be required for the membrane structure being utilized for the shaded grow area if it is to remain, be modified, and/or demolished. The membrane structure shall comply with Chapter 31 of the most recently adopted edition of the California Fire Code and California Building Code.
28. Knox box and gate access required (www.knoxbox.com)
29. Fire Extinguishers shall be placed to comply with the currently adopted edition of the California Fire Code
30. A back-flow device is required on the water meter.
31. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
32. The developer/applicant shall install a refuse container enclosure according to City standards. Enclosure location to be approved by City prior to issuance of building permit. Enclosure should be oriented for direct stab pick up. The developer/ applicant shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.

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



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 6th day of June, 2022.

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

Council:	FLORES	CARRILLO	STOWE	REYES	TATE
AYES:	X	X	X		X
NOES:					
ABSTAIN:					
ABSENT:				X	

JOHN D. LOLLIS, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 6, 2022

SUBJECT: Consideration of Conditional Use Permit to Establish a Nursery at 180 South E Street

SOURCE: Community Development

COMMENT: The City received an application requesting the approval of a Conditional Use Permit (CUP) to establish the use of a nursery for “Sunburst Packing Company” located at 180 South E Street. On November 24, 2021, the Project Review Committee (PRC) reviewed the application that proposed the establishment of a nursery for Sunburst Packing Company. The subject site has General Plan Land Use Designation and Zoning Standards for Downtown Mixed Use (D-MX). The use of a nursery may be established in the D-MX zone district with the approval of a CUP.

The Sunburst Packing Company is proposing to utilize the existing facility of approximately 53,700± sf. in order to establish a nursery with the potential for indoor and outdoor growing areas. The facility was previously used for the operation of a packing facility for citrus. The site plan identifies indoor growing areas within the preexisting buildings, specifically Building A with 13,400 sf of main floor area and 13,400 sf of basement floor area, Building C with 4,800 sf and Building D with 5,600 sf of floor area. The site plan also includes Building B with 10,400± of floor area as an Open Loading Area for the operation. Building E with 2,500± sf and Building F with 3,600± sf are designated as storage areas. In addition to the preexisting buildings that are being proposed to be repurposed for the use of a nursery, the applicant proposes the use of a newly constructed unpermitted shade structure as an outdoor grow area of approximately 49,050± sf. The operation would consist of growing the plants in the identified outdoor grow area during the majority of the year in which the plants would only be transferred into the indoor grow buildings during winter to prevent damage to the plants due to the cold weather. The shade structure requires a building permit and will need to be installed under proper permit to meet all of the requirements of the currently adopted California Fire Code and California Building Code, and any other applicable code or standard.

Following the PRC meeting, staff conducted a walkthrough of the facility on December 3, 2021, to gain a better understanding of the proposed use and layout of the facility. During the tour of the facility, staff noticed that unpermitted improvements had been made to the facility to the point of causing concern for the structural integrity of the structure. On December 23, 2021, a first Notice and Order was issued, requiring that the facility be inspected by a

structural engineer. On January 19, 2022, staff was informed that the facility was not safe to occupy. On January 21, 2022, a second Notice and Order was posted, stating that Building A was unsafe to occupy. On April 13, 2022, staff met with the applicant and reviewed the requirements for the project to meet California Fire Code ,California Building Code, and Porterville Development Ordinance. On April 20, 2022, a building permit application was submitted and a permit was issued on April 22, 2022, to make required temporary improvements that were outlined in the structural engineers' report provided by the applicant. On April 24, 2022, temporary occupancy was issued for Building A, allowing for the use of the restroom and office in the building pending the submission and approval of a full set of plans including a structural evaluation.

The CUP application is a request to establish the use of a nursery within the DMX zoning district. The draft conditions of approval of the CUP include provisions requiring the applicant to submit plans and apply for building permits to ensure the unpermitted improvements meet the current adopted California Fire Code, California Building Code, and Porterville Development Ordinance, including the shade structure utilized for the outdoor growing area. Additionally, the draft conditions of approval includes a provision for a semi-annual inspection by the Building and Fire Departments of the facility, after which time staff can provide the City Council with a report following the inspections.

The proposed project is exempt pursuant to the California Environmental Quality Act per §15301 Existing Facilities.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the Conditional Use Permit for Sunburst Packing Company subject to conditions of approval.

ATTACHMENTS:

1. Draft Resolution
2. Site Plan
3. Locator Map
4. Zoning Map

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Consideration of the City Council Procedural Handbook

SOURCE: City Manager's Office

COMMENT: With the seating of the new City Council, it is appropriate for the Council to consider its Procedural Handbook for ratification or potential amendments that the new Council may desire.

The prior City Council last considered and approved revisions to the City Council Handbook at its meeting on December 17, 2019. A copy of the Handbook is attached hereto for Council's review and consideration.

RECOMMENDATION: That the City Council consider its Procedural Handbook and provide direction to staff as determined.

ATTACHMENTS: 1. City Council Procedural Handbook

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

CITY COUNCIL PROCEDURAL HANDBOOK



The Office of City Clerk
291 North Main Street
Porterville, CA 93257
Tel: (559) 782-7464
Fax: (559) 782-7452
www.ci.porterville.ca.us

As Authorized by the City Council on December 17, 2019

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PREAMBLE

The residents and businesses of the City of Porterville are entitled to have fair, ethical, and accountable local government. Such a government requires that:

- Public Officials comply with both the letter and spirit of the laws and policies affecting operations of the government;
- Public Officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

No part of this Handbook shall be interpreted so as to violate any federal or state law; a Council Member's Oath of Office; a Council Member's moral or ethical responsibilities; or the exercise of a Council Member's individual rights afforded him/her by the U.S. Constitution.

To this end, the City Council of the City of Porterville hereby approves of and affirms the above to encourage public confidence in the integrity of local government and its operations.

(Minute Order 21-070511, July 5, 2011.)



II. MEETINGS OF COUNCIL

The Council shall provide by ordinance the time and place of holding regular meetings and the manner in which special meetings may be called. Public interest and convenience shall be primary consideration when decisions are made as to time, location and frequency.

Except as otherwise provided by law, all meetings of the Council shall be open to the public.

A. REGULAR MEETINGS

1. Pursuant to Section 10 of the City Charter, Regular Meetings of the Porterville City Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall, 291 North Main Street, in the City. The Regular Meetings will commence at five thirty o'clock (5:30) P.M., with Closed Sessions commencing at five thirty o'clock (5:30) P.M., and Open Session commencing at six thirty o'clock (6:30) P.M. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council. (*Ordinance 1766, August 17, 2010; M.O. 15-09181, September 18, 2012.*)
2. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time.

B. ADJOURNED MEETINGS/STUDY SESSIONS (Open to the public)

1. The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants and the City Council regarding specific programs, projects or policies. If noticed, formal action may be taken at such a meeting.
2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.
3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

1. Special meetings may be called by the Mayor or three members of the City Council. (*Gov. Code Section 54956*) Written notice of each special meeting must be given not less than twenty-four (24) hours before such meeting to each member of the City Council not joining the call.
2. Written notice must be given to the City Council and to the media 24 hours prior to each meeting. (*Gov. Code Section 54956*)
3. A supplemental telephone call shall be made if necessary to notify each Council Member.
4. No business other than that announced shall be discussed.
5. Any special meeting held at a place other than City Hall shall be open to the public. Notice requirements of the Brown Act shall be complied with for any such meetings; regular minutes shall be taken by the City Clerk and shall be available for public inspection.

D. ORDER OF BUSINESS:

Meeting called to Order
Roll Call
Oral Communications (closed session items only)
Closed Session(s)
Reconvene Open Session
Report on Action taken in Closed Session
Pledge of Allegiance
Invocation
Presentations
Oral Communications (on any matter of interest)
AB 1234 Reports
Committee and Commission Reports
Staff Informational Reports
Consent Calendar – to include:
 Approval of Minutes
 Claims Against the City
 Payment of Bills
 Payments on Public Works Projects
 Authorization to Purchase
 Authorization to Call for Bids
 Award of Bids
 Acceptance of Projects

Acceptance of Dedications/Property
Approval of Final Tract Maps
Annexations
Requests for City Services
Reports
Other Routine Matters
Public Hearings
Second Readings of Ordinances
Scheduled Matters
Oral Communications (on any matter of interest)
Council Comments
Adjournment
(Resolution 100-2019, December 17, 2019, *attached as Appendix A.*)

E. CONSENT ITEMS

1. Consent items are the first items on the open session portion of the agenda (items that are routine, have been discussed before, relate to implementation of approved budget items, or to City operations or item to be later set for public hearing).
2. Any item removed from the Consent Calendar shall be considered immediately after the last Scheduled Matter on the agenda and immediately before the Second Oral Communications. (*M.O. 16-091812, September 18, 2012.*)



III. MEETING PROCEDURES

A. PRESIDING OFFICER

1. The Mayor is the Presiding Officer and acts as Chair at Council meetings.
2. In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore will serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council Members present shall select one of their number to serve as Presiding Officer for that meeting. *(Amended via Minute Order 08-071911, July 19, 2011.)*
3. Seating arrangement of the Council:

Seating arrangements shall be at Council discretion with preference being given to health conditions, seniority, individual Council Member preferences, and the Mayor's preference, in that order. *(Amended via Minute Order 08-071911, July 19, 2011.)*
4. Signing of City Documents:

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents. *(Amended via Minute Order 08-071911, July 19, 2011.)*

B. QUORUM

A majority of the Council Members shall constitute a quorum for the transaction of business. *(City Charter)*

C. DISCUSSION RULES

1. Obtaining the floor:
 - a. A member of the City Council, staff, or public shall first address the Presiding Officer and gain recognition.

- b. Comments and questions shall be limited to the issue before Council except when members of the public are addressing the Council under Oral Communications.
 - c. Cross-exchange between Council Members, staff or public shall be avoided.
 - d. Any citizen may arise and address the City Council on any business especially concerning them or affecting their interests during Oral Communications, but preference will be given to those who have first presented matters in the form of a written communication or who have personally notified the presiding officer of their desire to speak.
 - e. Any member or other person using profane, vulgar, loud or boisterous language at any meeting, or otherwise interrupting the proceedings, who refuses to be seated or keep quiet when ordered to do so by the Mayor or Mayor Pro Tem of the City Council, shall be guilty of a misdemeanor. It shall be the duty of the Chief of Police, upon order of the presiding officer, to eject any such member or person from the council room.
(Ordinance 1537)
2. Questions to staff:
- A Council Member shall, after recognition by the Presiding Officer, address questions to duly designated staff members through the City Manager.
3. Interruptions:
- a. Once recognized, a Council Member shall not be interrupted while speaking except to make a point of order or personal privilege.
 - b. If a Council Member is called to order while speaking, the individual shall cease speaking until the question of order is determined.
 - c. Upon being recognized by the Presiding Officer, members of staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.



IV. COUNCIL REQUESTS FROM THE PUBLIC

A. Response to Letters from the Public

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.
2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.
3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or
2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or
2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in an Administrative Memorandum.

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager's Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.

E. Personal Correspondence

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationery is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager's staff for filing.

F. Out-of-District Requests

On occasion, Council Members will be contacted by citizens residing outside of their respective districts. When this occurs, City Council Members agree to advise the appropriate Council Member of the contact and matter of concern.

G. Requests for Proclamations

The City routinely receives requests for proclamations. Proclamations are ceremonial statements of Council Members which do not convey legislative action or policy of the Council. Each individual Council Member has the authority to grant and sign proclamations. Within one business day of receipt of a Request for Proclamation, staff shall scan and email the request to all City Council Members. If a Council Member is interested in granting the request, they shall notify staff of their interest. If more than one Council Member responds, the first responsive notification received by staff shall be the grantor. Upon receipt of the affirmative response, staff shall advise the remaining Council Members, and inquire whether they would also like to sign the proclamation. The Council Members shall have one business day to reply, after which the proclamation will be drafted with the appropriate number of signature blocks, and the grantor and signers shall be notified of its availability for signature.

Upon finalization of the proclamation, staff shall notify the requestor and arrange for its delivery, pick up, or presentation at an event, as requested. Proclamations shall not be included on the Council Agenda nor presented at a Council Meeting unless so approved by a majority of the Council. Staff shall provide a monthly informational report identifying the proclamations granted for the preceding month.



V. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

All City Council Member requests for information or documents shall be referred through the City Manager. Any Department Head who receives a direct request from a Council Member shall submit the request, including the name of the requesting Council Member, to the City Manager.

B. Research

All City Council Member requests for information or documents which require extensive research, in the opinion of the City Manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager. *(Amended via Minute Order 08-071911, July 19, 2011.)*

C. Items for inclusion in Council Agenda

The City Manager shall compile the agenda for each meeting and shall include as agenda items, business in the normal course of City affairs, including but not limited to staff proposals to improve services, support the economy and land use, and enhance the efficiency and effectiveness of the City organization, items relating to current, past, and proposed City contracts, leases, franchises, agreements and similar documents, and matters affecting future or proposed City equipment and property, items relating to City employees, agents and contractors, and such other matters as are defined in this handbook or otherwise directed by the City Council.

All City Council Member requests for an item to be placed on the Council agenda shall be made in writing to the City Manager. Such request shall be submitted prior to Wednesday noon of the week before the Council meeting in order to be placed on the next regularly scheduled meeting. *(Amended via M.O. 13-111814, November 18, 2014, and via M.O. 13-052119, May 21, 2019.)*

The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda. *(Amended via Minute Order 08-071911, July 19, 2011.)*



VI. COUNCIL AGENDA

A. Preparation:

Each Department Head submits their departmental agenda items to the City Manager for approval utilizing the City's electronic agenda management system. (*Amended via M.O. 11-111814, November 18, 2014.*)

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting. Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

The deadlines for the agenda are the Monday preceding the Thursday preparation day. Public hearing items, scheduled matter items, Consent calendar items, and written communications must be submitted by the Monday deadline. The deadline for a Council member request for any item shall be Wednesday noon preceding the Thursday preparation day. (*Amended via M.O. 13-111814, November 18, 2014.*)

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting via an emailed link to the electronic agenda packet posted on the City's website. No items, or additional materials, shall be delivered after the initial delivery to Council on Thursday, except in the instance of a designated emergency item.

Once the Agenda is made available to the City Council, it is available to the public. (*Amended via M.O. 11-111814, November 18, 2014.*)



VII. THE RALPH M. BROWN ACT

The Ralph M. Brown Act (California Government Code Section 54950 et seq.) governs meetings conducted by local legislative bodies such as city councils, boards of supervisors, special districts, and school boards. The Act represents the State Legislature's determination of how the balance should be struck between the public access to meetings of multi-member public bodies on one hand, and the need for confidential candor, debate, and information gathering on the other.

The Act contains specific exceptions from the open meeting requirements where government has a demonstrated need for confidentiality. Where matters are not subject to a closed meeting exception, the Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate and the acquisition of information, be open and available for public scrutiny.

Meetings are defined as any gathering of a quorum of a legislative body (which includes newly elected but unsworn members of the body) to discuss or transact business under the body's jurisdiction and serial meetings are prohibited. Exemptions are individual contacts between board members and others which do not constitute serial meetings, attendance at conferences and meetings which are open to the public so long as legislative bodies do not discuss amongst themselves business of a specific nature under the body's jurisdiction, and attendance at social or ceremonial events where no business of the body is discussed.

The Act requires that notices of regular meetings must be posted at least seventy-two (72) hours prior to the meeting, and twenty-four (24) hour notice must be provided to members of the legislative body and media outlets for special meetings.

A user's guide to the Ralph M. Brown Act is provided to Council Members for their information. If a Council Member has a specific question which does not seem to be covered in the guide, the Council Member should contact the City Attorney for a legal opinion.



VIII. TRAVEL, MEETINGS AND EXPENSES

This policy would satisfy the requirements of California Government Code §§ 53232.2 and 53233.3 in the event such requirements could be constitutionally applied to charter cities.

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1. The date(s) of the conference or meeting;
2. If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3. Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4. Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

For lodging in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, if such rates are available at the time of booking. If the group rate is not available, government rates must be used when available. Lodging rates that are equal or less than the government rates are presumed to be reasonable and allowed per this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence allowed.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1. The amount of money to be issued to the traveler as per diem*; and
2. Mileage expense* (if a personal vehicle is used for travel and cost is paid in advance).

** Amount set in Administrative Policy Manual Sec. II-E-1, Travel & Conference Expenses. In regard to the per diem amount, if payments for expenses are made in advance pursuant to the specified per diem amounts, the disbursement shall not be considered to be reimbursable expense under AB 1234.*

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1. A check for per diem and mileage;
2. Confirmation notification and informational materials regarding the conference;
3. Confirmation notification for any hotel reservations; and
4. A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice. City Council approval shall not be required unless it is required by AB 1234. A Council Member may request mileage and other expenses associated with attending meetings of boards, commissions, committees, or other groups to which the Council Member has been elected, appointed, or designated to attend by the City Council without further approval or ratification. When accompanied by a spouse, significant other, and/or one or more children, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council

Member shall also be considered a refund due the City, payable within 10 days of the receipt of the charges. *(Amended via Minute Order 18-091812, September 18, 2012.)*

E. Event Tickets :

1. City and City-Sponsored Events:

A Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. *(Resolution No. 97-2019, December 3, 2019, attached as Appendix B)*

2. Non-City Sponsored Events:

A Council Member may accept one (1) ticket issued by the event sponsor if attending the event in his/her capacity as a City Council Member. Any additional tickets shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. *(Resolution No. 97-2019, December 3, 2019, attached as Appendix B)*

F. Council Member Meetings with District Constituents:

No City funds or resources shall be used to pay for expenses related to meetings held by individual Council Members with their constituents, unless prior approval is received from the Council. This does not pertain to City Council Members holding meetings in designated conference rooms at City Hall. Under no circumstances shall City funds or resources be used for campaign purposes. *(Via M.O. 13-052119, May 21, 2019.)*



IX. CONFLICT OF INTEREST

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, Section 81000 et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1. Disclosure of Economic Interests:

City Council Members must file assuming office and leaving office statements, as well as annual statements while in office. The statements basically require the disclosure of the following information:

- Investments or interests in real property and its fair market value;
- Income, and the name and address of each source of income aggregating five hundred dollars (\$500) or more, or fifty (\$50) or more if a gift, and a general description of the business activity, if any of each source;
- Interests in real property held by a business entity or trust;
- Loans, and its annual interest rate and the security, if any, given for the loan;

2. Disqualification of Participation (Conflict of Interest):

A Council Member shall not make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. This might include decisions which affect property within up to 500 feet of the subject property in which the Council Member has an interest.

A financial interest in a decision, within the meaning of Section 87100 of the Act, is if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the Council Member or:

- A member of his or her immediate family;

- A business entity in which the Council Member has a direct or indirect investment worth \$2000 or more;
- Any real property in which the Council Member has a direct or indirect interest worth \$2,000 or more;
- Any source of income, other than gifts or commercial lending institutes loans, aggregating \$500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;
- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;
- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating \$420 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

Pursuant to Section 87105 of the Act, a public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

- b. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.
- c. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
- d. Notwithstanding paragraph (3), a public official may speak on the issue during the time that the general public speaks on the issue.

B. Other Agencies:

Whenever a Council Member is required to file a Statement of Economic Interest for an outside agency, the Deputy City Clerk will provide the correct form, and using the Statement of Economic Interest Form 700 filed in the City Clerk's Office for the City of Porterville, prepare a duplicate statement for signature, and forward the appropriate form to the requesting agency.

D. City of Porterville Conflict of Interest Code:

Certain designated City employees are also required to file conflict of interest forms under the provisions of the Political Reform Act Code, Sections 87100-87500 et seq. The City of Porterville Conflict of Interest Code was adopted by the City Council and is reviewed biennially to make sure it is kept current.

If Council Members have a question on whether an interest they have is sufficient for disqualification, they should contact the Fair Political Practices Commission at (866) 275-3772, or <http://www.fppc.ca.gov>, for a ruling or opinion.



X. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Successor Agency to the Porterville Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive \$20 per Council meeting, \$25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

C. Issuance of Electronic Devices to Council Members

An Electronic Device, Internet, and Email Policy has been developed as set forth in Minute Order 14-090605. (*See Appendix D*)

D. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Administrative Reports and Memorandums, i.e. home or business.
2. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.

E. City Attorney

The City Attorney is the legal advisor of the City Council, and all other City officials. The City Attorney shall prosecute all violations of City ordinances and shall draft all contracts and other legal documents and instruments, required by the Council or the

City Manager. The City Attorney shall perform such other legal services as the Council may direct and shall attend all meetings of the Council unless excused therefrom by three members or by the Mayor.

The types of questions referred to the City Attorney are as follows:

1. Generally whether a conflict of interest exists for a Council Member and whether they should abstain from voting on a specific matter.

Please note: Any advice received from the City Attorney relating to Conflicts of Interests is informal only and not binding; the Council Member must seek and obtain a formal written opinion from the FPPC in order to be afforded any statutory immunities.

2. Whether an issue has a legal standing, and what type of action would be appropriate.
3. Legal recommendations for matters of litigation.

F. Annual City Manager/City Attorney Evaluations

The City Council shall provide for annual evaluations for the City Manager and the City Attorney. A standardized evaluation form shall be used which shall address the areas of importance as set forth by the City Council. (*See Appendix C.*)

G. Response to President/Governor Directives

Directives issued by the President of the United States and/or Governor of the State of California shall not be considered a mandatory directive to the City of Porterville except as authorized and/or approved by the City Council. The one exception to this rule is that flags on City buildings shall be flown at half-staff upon orders by the President, Governor and/or Mayor, or by majority approval of the City Council.



APPENDICES

- A. Resolution 100-2019, Order of Business
- B. Resolution 97-2019, Ticket Policy
- C. Annual City Manager/City Attorney Evaluation Forms
- D. Electronic Device, Internet, and Email Policy
- E. Email Retention Policy

RESOLUTION NO. 100-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 31-2019
AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED
AT REGULAR MEETINGS OF THE CITY COUNCIL**

BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 31-2019 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PRESENTATIONS
- ORAL COMMUNICATIONS (on any matter of interest)
- REPORTS
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

PASSED, APPROVED AND ADOPTED this 17th day of December, 2019.



Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of December, 2019.

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

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

RESOLUTION NO. 97-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE REPEALING AND REPLACING RESOLUTION NO. 99-2012
TO AMEND THE POLICY CONCERNING THE ACCEPTANCE OF
TICKETS BY COUNCIL MEMBERS TO CITY SPONSORED AND
NON-CITY SPONSORED EVENTS**

WHEREAS, changes have been made to the City Council's Procedural Handbook, in particular, the policy concerning the acceptance of tickets by Council Members to both City sponsored and non-City sponsored events

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 99-2012 shall be repealed and replaced as follows:

SECTION 1: A Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets.

SECTION 2: A Council Member may accept one (1) ticket issued by the event sponsor if attending the event in his/her capacity as a City Council Member. Any additional tickets shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets.

PASSED, APPROVED AND ADOPTED this 3rd day of December, 2019.


Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 3rd day of December, 2019.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk



CITY MANAGER PERFORMANCE EVALUATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Providing Information					
1. Does the City Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do you feel that you receive information on an equal basis with other Council members?	1	2	3	4	5
3. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations?	1	2	3	4	5
5. Does the City Manager follow established policy concerning the placement of items on the agenda?	1	2	3	4	5
6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
7. Are Council packets relatively free of errors and omissions?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Providing Advice					
1. Does the City Manager have adequate knowledge of municipal affairs?	1	2	3	4	5
2. Does he exercise good judgment?	1	2	3	4	5

3. Do you feel that the City Manager considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5
6. Does he have a good sense of timing in bringing issues to the Council for action?	1	2	3	4	5

Average score

INTERNAL ADMINISTRATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Financial Management					
1. Are you comfortable with the City Manager's approach to budget preparation and review?	1	2	3	4	5
2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment?	1	2	3	4	5
3. Does the City Manager have sufficient knowledge of financial matters?	1	2	3	4	5
4. Does the City Manager provide you with sufficient information on the financial status of the City government?	1	2	3	4	5
5. Is the budget submitted on time?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Personnel Management					
1. Is the City Manager successful in guiding people so that they work together as a team toward common objectives?	1	2	3	4	5

	<u>WEAK</u>			<u>STRONG</u>	
2. Is the City Manager effective in selection and placing personnel?	1	2	3	4	5
3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties?	1	2	3	4	5
4. Is the City Manager willing to face up to disciplinary problems and take action when warranted?	1	2	3	4	5
5. Is the City Manager effective in promoting positive employer-employee relations?	1	2	3	4	5
6. Is the City Manager effective on assuring that staff makes a positive impression on citizens?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?	1	2	3	4	5
3. Does the City Manager pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
4. Does the City Manager put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
5. Does the City Manager have a good sense of priorities in the way he spends his time on the job?	1	2	3	4	5
6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5

- | | | | | | |
|---|---|---|---|---|---|
| 7. Does the City Manager develop and carry out short- and long-term action plans? | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|

Average score

EXTERNAL RELATIONS

A. Citizen Relations

- | | <u>WEAK</u> | | | <u>STRONG</u> | |
|--|-------------|---|---|---------------|---|
| 1. Does the City Manager generally make a positive impression on citizens and is he respected in Porterville? | 1 | 2 | 3 | 4 | 5 |
| 2. Is he effective in handling disputes or complaints involving citizens? | 1 | 2 | 3 | 4 | 5 |
| 3. Does the City Manager have appropriate visibility or identity in the community? | 1 | 2 | 3 | 4 | 5 |
| 4. Does the City Manager represent Council positions and policies accurately and effectively? | 1 | 2 | 3 | 4 | 5 |
| 5. Does the City Manager have the insight and knowledge to work with the Council, staff, and citizens to find effective solutions to issues? | 1 | 2 | 3 | 4 | 5 |

Average score

B. Intergovernmental Relations

- | | <u>WEAK</u> | | | <u>STRONG</u> | |
|--|-------------|---|---|---------------|---|
| 1. Is the City Manager effective representing the City's interests in dealing with other agencies? | 1 | 2 | 3 | 4 | 5 |
| 2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City? | 1 | 2 | 3 | 4 | 5 |

Average score

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Manager's personality suited to effective performance of his duties?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Manager easy to talk to?	1	2	3	4	5
2. Do you feel he is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Manager show sensitivity to the concerns of others?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Manager demonstrate interest and enthusiasm in performing his duties?	1	2	3	4	5
2. Does he have sufficient leadership characteristics to command respect and good performance from employees?	1	2	3	4	5
3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
4. Is the City Manager open to new ideas and suggestions for change?	1	2	3	4	5
5. Does the City Manager create an atmosphere in which employees can enjoy working for the City?	1	2	3	4	5

6. Is the City Manager honest and ethical?	1	2	3	4	5
7. Does the City Manager work well under pressure?	1	2	3	4	5
8. Is the City Manager able to change his approach to fit new situations?	1	2	3	4	5
9. Can the City Manager consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Manager for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Manager that you feel are the most important targets for this year:
1.
2.
3.

Total Overall Score

OVERALL RATING	<u>WEAK</u>				<u>STRONG</u>
	1	2	3	4	5

Date:

Martha A. Flores, Mayor

Monte Reyes, Vice Mayor

Milt Stowe, Council Member

Daniel Peñaloza, Council Member

Virginia Gurrola, Council Member



CITY ATTORNEY PERFORMANCE EVALUATION

	WEAK			STRONG	
A. Providing Information					
1. Does the City Attorney keep you informed, in a timely manner, of the legal issues affecting the City?	1	2	3	4	5
2. Does the City Attorney demonstrate initiative and resourcefulness in identifying legal problems, and advising and recommending resolutions?	1	2	3	4	5
3. Do reports/memoranda from the City Attorney provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Do the legal solutions that are developed appropriately address the issues to be resolved?	1	2	3	4	5
5. Does the City Attorney follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5

Average score

	WEAK			STRONG	
B. Providing Advice					
1. Does the City Attorney have adequate knowledge of municipal legal affairs?	1	2	3	4	5
2. Does he/she exercise good judgment?	1	2	3	4	5
3. Do you feel that the City Attorney considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Attorney plan ahead, anticipate needs and recognize potential legal problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5

Average score

	WEAK			STRONG	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Attorney pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
3. Does the City Attorney put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
4. Does the City Attorney have a good sense of priorities in the way he/she spends his/her time on the job?	1	2	3	4	5
5. Is the City Attorney able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
6. Does the City Attorney perform well under pressure?	1	2	3	4	5
7. When work is delegated to staff/deputy attorneys, is the project/issue handled appropriately?	1	2	3	4	5
Average score					

EXTERNAL RELATIONS

	WEAK			STRONG	
A. Citizen Relations					
1. Does the City Attorney generally make a positive impression on citizens and is he/she respected in Porterville?	1	2	3	4	5
2. Is he/she effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Attorney have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Attorney think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Intergovernmental Relations					
1. Is the City Attorney effective representing the City's interests in dealing with other agencies?	1	2	3	4	5

Average score

PERSONAL CHARACTERISTICS

	WEAK			STRONG	
A. Personality					
1. Is the City Attorney's personality suited to effective performance of his/her duties?	1	2	3	4	5

Average score

	WEAK			STRONG	
B. Communications					
1. Is the City Attorney easy to talk to?	1	2	3	4	5
2. Do you feel he/she is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Attorney show sensitivity to the concerns of others?	1	2	3	4	5

Average score

	WEAK			STRONG	
C. Management Style					
1. Does the City Attorney demonstrate interest and enthusiasm in performing his/her duties?	1	2	3	4	5
2. Does the City Attorney show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
3. Is the City Attorney honest and ethical?	1	2	3	4	5
4. Does the City Attorney work well under pressure?	1	2	3	4	5

	WEAK			STRONG	
5. Is the City Attorney able to change his/her approach to fit new situations?	1	2	3	4	5
6. Can the City Attorney consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Attorney for the past twelve (12) months:

1.

2.

3.

FUTURE DEVELOPMENT

List three performance objectives for the City Attorney that you feel are the most important targets for this year:

1.

2.

3.

TOTAL OVER ALL SCORE

	<u>WEAK</u>				<u>STRONG</u>
OVERALL RATING	1	2	3	4	5
<i>Date:</i>					

Martha A. Flores, Mayor

Brian Ward, Vice Mayor

Milt Stowe, Council Member

Monte Reyes, Council Member

Daniel Peñaloza, Council Member



CITY COUNCIL CITY DEVICE, INTERNET & EMAIL POLICY

Electronic devices are made available to Council Members upon taking office and assuming Council duties. Access to email and the internet is a resource also made available to City Council Members as a means of communicating with City administration and constituents. The City Council recognizes that access to electronic communications contributes to the efficiency of conducting city business. The City Council has adopted this policy to ensure that all City of Porterville computer and network resources are used for purposes appropriate to City business; to inform Council Members of the applicability of laws and policies to computer and network usage; to establish policies on privacy, confidentiality, and security in electronic communications; and to provide guidance concerning rights and responsibilities with respect to the proper use of City of Porterville computer and network resources.

SCOPE

This policy applies to:

1. All City Council Members, as authorized users, whether elected or appointed;
2. All computer and mobile devices and network resources leased, owned, or managed by the City of Porterville; and
3. All electronic communications records in the possession of the City of Porterville.

CONFIDENTIALITY AND SECURITY

1. All materials sent or received over the Internet on electronic devices and/or network resources leased, owned or managed by the City, shall be considered property of the City. An authorized user does not have privacy rights in any matter created, received or sent. The City reserves the right to monitor access or disclose any message created, received or sent via the Internet or e-mail at any time, without advanced notice.
2. All authorized users shall respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
3. Authorized users are to safeguard their accounts and passwords. Accounts and passwords are normally assigned to a single user, and are not to be shared with others. Users are responsible for their individual computer accounts and shall take

all reasonable precautions to prevent others from using their accounts. All notebooks and/or tablets should be locked or logged off each time they leave the device unattended. Account owners are ultimately responsible for all activity under their account.

4. Authorized users will not connect, attempt to connect or disconnect any computer or peripheral to, from or within the City of Porterville network without prior authorization from the Information Technology Division.
5. Authorized users will not use or attempt to use on the City of Porterville network any of the following items: any computer operating system media; computer or network utilities; network monitors; unlocking utilities or any software used to repair, change or monitor computer operations, network activity or security without preapproval from the Information Technology Division.
6. Authorized users should not attempt to remove the email disclaimers in their emails.
7. Authorized users shall not write down passwords to City of Porterville resources in an unsecured area.
8. Confidential information should not be downloaded or stored on portable resources unless proper encryption and password protection mechanisms are in place.

UNACCEPTABLE USES

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, unauthorized digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by City of Porterville.
2. Accessing or viewing sexually explicit or pornographic material.
3. Exporting software, technical information, public safety information, or encryption software, in violation of international or regional export control laws. Such use is illegal. The Information Technology Division should be consulted prior to export of any material that is in question.

4. Introduction of malicious programs into the network or servers (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) that may gain unauthorized access to any computer or computing system and cause intentional disruption.
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a City of Porterville device for profit activities (e.g., consulting for pay, sale of goods such as Avon and Amway products, etc.), or to actively engage in procuring or transmitting material that is in violation of discriminatory, sexual harassment or hostile workplace laws. Use of City devices or networks for political campaign purposes is expressly prohibited.
7. Making fraudulent offers of products, items or services originating from any City of Porterville account.
8. Effecting security incidents or disruptions of network communication. Security incidents include, but are not limited to, accessing data of which the authorized user is not an intended recipient or logging into a server or account that the authorized user is not expressly permitted to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
9. Port scanning or security scanning. Such use is expressly prohibited.
10. Executing any form of network monitoring which will intercept data not intended for the authorized user's host, unless this activity is part of the employee's normal job/duty.
11. Circumventing user authentication or security of any host, network or account.
12. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

13. Unless explicitly authorized, providing information about, or lists of, City of Porterville employees or its affiliates to parties outside City of Porterville.
14. Incurring personal charges through the use of these systems. In the event that an authorized user does incur personal charges through the use of these systems, that user will be responsible for reimbursing the City for all expenses incurred.
15. Removing or disabling the security software (i.e. firewalls, anti-virus, anti-spyware, etc.) for any reason, unless done by or with the authority of the Information Technology staff.
16. The connection of portable or desktop computers to the City of Porterville computer network without approval by the Information Technology Division. Visitors or vendors under your care are not allowed to connect their portables directly to the City's network.

CITY'S RESERVATION OF THE RIGHT TO MONITOR

Pursuant to the Electronic Communications Privacy Act of 1986...notice is hereby given that there are NO facilities provided by the City for sending or receiving private confidential electronic communications. System administrators have access to all mail and user data files, and will monitor messages as necessary to assure efficient performance.

PUBLIC RECORDS AND PRIVATE AND PUBLIC DEVICES

Any temporary and permanent files and data prepared or received on a City owned or controlled device are considered a public record, unless an otherwise valid public records exemption applies.

Temporary and permanent files and data prepared or received on a privately-owned device or electronic system by an authorized user containing information relating to the conduct of the public's business are public records subject to control by the City and compliance with the City's record policies. A writing relates to the conduct of the public's business when it serves, or is intended to serve, a City purpose and involves a matter over which the authorized user has work responsibility. This policy is not intended to modify the definition of a public record as defined by the California Public Records Act.

When notified of a public records request, the authorized user must conduct a reasonable search for, locate, and review writings maintained on his or her privately-owned device or electronic systems that are potentially responsive to a public records request and provide the responsive records to the City Clerk. The authorized user must provide an explanation for a decision to exclude certain writings as not being responsive

public records. If required by the City Attorney, the authorized user must execute an affidavit containing a sufficient factual basis for the City or a court to determine whether a record on a privately-owned electronic systems is not a responsive public record.

LOST OR STOLEN

Authorized users must report to City Administration, within one business day, whenever any personal device used pursuant to this policy is suspected or known to be lost or stolen. Upon notification of loss/theft, the System administrators may issue a remote wipe of affected City-owned or controlled devices to ensure that City-related data is safeguarded. The City is not liable for the potential loss of personal (e.g., contacts, apps, photos, etc.) data, including the potential to restore the device to factory default settings.

CITY OF PORTERVILLE ADMINISTRATIVE POLICY	Number <u>V-A-15</u> Date <u>May 2, 2019</u> Revised _____ Authority <u>Administration</u>
SUBJECT: EMAIL RETENTION POLICY	_____ City Manager

PURPOSE:

To provide a procedure for the retention of e-mails consistent with applicable state and/or federal law and to provide for the efficient maintenance of affected infrastructure.

PROCEDURE:

Managing Agency E-mail

Agency officials and employees are responsible for the management of their e-mail folders on a regular basis. It is the responsibility of agency officials and employees to determine if an e-mail is an Official Agency Record ("OAR") which must be retained in accordance with the City's Records Retention Policy. An e-mail message and any attachments regardless of format may be considered an OAR.

Messages that are Generally NOT Considered as Official Agency Records

Examples of e-mail messages that are not generally considered OARs may include: (1) personal messages; (2) "Spam" emails, advertisements, or other "junk" e-mail; (3) messages not related to public business (e.g., employee birthday celebrations in the lunch room); and (4) newsletters or general information from vendors or other public agencies.

Preserving E-mails that are Official Agency Records

Any e-mail message, including any attachments regardless of format that is an OAR should be preserved by one of the following methods:

1. Print the email and consolidate the printed copy in the appropriate file. Generally, the employee who sends the e-mail should be the person responsible for printing and filing the hard copy, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail they send or receive related to that program or project
2. Move the e-mail from your Inbox to the archival folder within your Office 365 account.

E-mail Box Retention Schedule

Days	120	120	30	30
Email Folders	Inbox	Sent	Delete	Junk

Inbox and **Sent** folders retention period is 120 days. Items that reach 120 days will be automatically moved to archive.

Deleted and **Junk** folders retention period is 30 days. Items that reach 30 days will be automatically moved to archive.

This policy does not waive any exemption to disclosure that may apply under the California Public Records Act or other applicable law.



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Approval of Administrative Budget and Recognized Obligation Payment Schedule for Fiscal Year 2023-2024

SOURCE: Finance

COMMENT: The Successor Agency to the Porterville Redevelopment Agency, (the "Successor Agency") was formed to administer the enforceable obligations and otherwise unwind the former affairs of the former Porterville Redevelopment Agency, all subject to the review and approval of an Oversight Board (OB).

A Recognized Obligation Payment Schedule (ROPS) is the document setting forth the minimum payment amounts and due dates of payments required by the enforceable obligations of the Successor Agency for each fiscal year. Pursuant to HSC section 34177 (o) (1), agencies shall submit an Oversight Board approved annual ROPS and Oversight Board Resolution to the California Department of Finance by February 1. In accordance with HCS section 34177 (l) (2) (C), a copy of the ROPS report and OB resolution must be submitted to the County Auditor-Controller and the State Controller's Office.

Staff has prepared ROPS 2023-24 covering enforceable obligations of the Successor Agency for the fiscal year beginning July 1, 2023 through June 30, 2024. It will be presented to the Oversight Board for consideration and approval at its meeting on January 13, 2023.

The Successor Agency is limited to making payments reflected on an approved ROPS; therefore, approval of the ROPS by the Successor Agency, the Oversight Board and the California Department of Finance is essential to the continued funding of the Successor Agency obligations.

RECOMMENDATION: That the Board of the Successor Agency:

1. Adopt the draft Resolution approving the Administrative Budget and the Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024, provided that should any modification be required to the ROPS 2023-24, the Finance Director shall be authorized to make such modification;
2. Direct Successor Agency staff to submit ROPS 2023-24 to the Countywide Oversight Board for approval; and
3. Direct Successor Agency staff to submit the Oversight Board approved ROPS 2023-24 to the County Auditor-Controller, the State Controller's Office and the California Department of Finance by February 1, 2023.

ATTACHMENTS:

1. Draft Resolution
2. Draft Annual Administrative Budget
3. Draft Recognized Obligation Payment Schedule Fiscal Year 2023-2024

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

SUCCESSOR AGENCY RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE
BUDGET AND RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR
THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (Successor Agency) has been established to take certain actions to wind down the affairs of the Porterville Redevelopment agency in accordance with Section 34173 of the Health and Safety Code (HSC); and

WHEREAS, pursuant to HSC Sections 34179 and 34180 of the Dissolution Act, certain actions of the Successor Agency are subject to the review and approval by an oversight board; and

WHEREAS, on or after July 1, 2018, the County of Tulare, through the Tulare County Auditor Controller, established the Countywide Oversight Board (Oversight Board) of Tulare County in compliance with HSC Section 34179(j), which serves as the oversight board to all of the successor agencies existing and operating in Tulare County, including the Successor Agency; and

WHEREAS, pursuant to HSC Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” (ROPS), means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each one-year fiscal period as provided in subdivision (o) of HSC Section 34177 of the Dissolution Act; and

WHEREAS, pursuant to HSC Section 34177 (j) of the Dissolution Act, the Successor Agency is required to prepare and submit to the Oversight Board an “Administrative Budget” for each annual fiscal period corresponding to each ROPS; and

WHEREAS, pursuant to HSC Section 34177(o) of the Dissolution Act, the Successor Agency must prepare, approve and submit to the Oversight Board for approval its Recognized Obligation Payment Schedule; and

WHEREAS, the Successor Agency has prepared its Administrative Budget and ROPS for the period covering July 1, 2023 through June 30, 2024 (ROPS 23-24), which is incorporated herein by this reference; and

WHEREAS, the Oversight Board will consider the approval of ROPS 23-24 at its meeting on January 13, 2023; and

WHEREAS, pursuant to HSC Section 34177.7 (o)(1), the Successor Agency shall submit an Oversight Board approved annual ROPS to the California Department of Finance and the County Auditor-Controller by February 1st of each year for approval; and

WHEREAS, pursuant to HSC Section 34177(l)(2)(C) of the Dissolution Act, a copy of the Oversight Board approved ROPS 23-24 and Oversight Board Resolution shall be submitted to the County Auditor-Controller and the State Controller's Office no later than February 1, 2023 and a copy of the final ROPS shall be posted on the City's/Successor Agency's website.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Successor Agency to the Porterville Redevelopment Agency:

1. Approve the Administrative Budget for the period covering July 1, 2023 through June 30, 2024; and

2. Approve ROPS 23-24 and authorize the Finance Director to make such modification as may be deemed appropriate; and

3. Authorize the Finance Director to transmit ROPS 23-24 to the Oversight Board and upon approval thereof by the Oversight Board, to transmit the approved ROPS 23-24 and the Oversight Board Resolution to the California Department of Finance, the County Auditor-Controller and the State Controller's Office and to post the approved ROPS 23-24 on the City's website.

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

By: _____
Martha A. Flores, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

**PORTERVILLE SUCCESSOR AGENCY
ANNUAL ADMINISTRATIVE BUDGET
2023 - 2024**

OBJECT	ACCOUNT DESCRIPTION	BUDGET
	PERSONAL SERVICES	
-01	SALARIES, REGULAR	\$ 5,000
-09	BENEFITS	<u>\$ 3,000</u>
	TOTAL	<u><u>\$ 8,000</u></u>

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Porterville

County: Tulare

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total	23-24B Total	ROPS 23-24 Total
	(July - December)	(January - June)	
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds			\$ -
C Reserve Balance			\$ -
D Other Funds			\$ -
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 247,415	\$ 252,917	\$ 500,332
F RPTTF	\$ 243,415	\$ 248,917	\$ 492,332
G Administrative RPTTF	\$ 4,000	\$ 4,000	\$ 8,000
H Current Period Enforceable Obligations (A+E)	\$ 247,415	\$ 252,917	\$ 500,332

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency,

Name

Title

/s/

Signature

Date

Porterville
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)		23-24A Total	ROPS 23-24 B (Jan - Jun)			23-24B Total
											Fund Sources			Fund Sources			
											Other Funds	RPTTF		Bond Proceeds	Other Funds	RPTTF	
								\$ 10,812,709		\$ 500,332	\$ -	\$ 247,415	\$ 247,415	\$ -	\$ -	\$ 252,917	\$ 252,917
15	Successor Agency Administration	Admin Costs	1/1/2015	6/30/2040	City of Porterville	Agency Administration cost.	Project Area No. 1 as Amended	\$ 72,000	N	\$ 8,000		\$ 4,000	\$ 4,000			\$ 4,000	\$ 4,000
21	Tax Allocation Refunding Bonds, Series 2016A	Refunding Bonds Issued After 6/27/12	12/1/2016	6/1/2040	U.S. Bank National Association	Issuance of tax allocation refunding bonds to refund the 2008 bonds		\$ 6,935,334	N	\$ 320,319		\$160,159	\$ 160,159			\$ 160,160	\$ 160,160
22	Taxable Tax Allocation Refunding Bonds, Series 2016B	Refunding Bonds Issued After 6/27/12	12/1/2016	6/1/2040	U.S. Bank National Association	Issuance of taxable tax allocation refunding bonds to refund the 2008 bonds		\$ 3,641,875	N	\$ 166,513		\$ 83,256	\$ 83,256			\$ 83,257	\$ 83,257
23	Trustee Fees	Fees	12/1/2016	6/30/2040	U.S. Bank National Association	Trustee fees in relation to the Series 2016A and 2016B bonds		\$ 73,500	N	\$ 3,000			\$ -			\$ 3,000	\$ 3,000
24	Continuing Disclosure Services and Dissemination Agent Fees	Fees	12/1/2016	6/30/2040	Willdan Financial Services	Professional fees in connection with continuing disclosure services and dissemination of information required by the Indenture of Trust		\$ 52,500	N	\$ 2,500			\$ -			\$ 2,500	\$ 2,500
25	Arbitrage Fees	Fees	12/1/2016	6/30/2040	Arbitrage Compliance Specialists, Inc.	Professional fees for the calculation of arbitrage in relation to the Series 2016A bonds		\$ 37,500	N	\$ -			\$ -				\$ -



CITY COUNCIL AGENDA – DECEMBER 20, 2022

SUBJECT: Approval of Last and Final Recognized Obligation Payment Schedule for Fiscal Year 2024-2025 through Fiscal Year 2040-2041

SOURCE: Finance

COMMENT: The Successor Agency to the Porterville Redevelopment Agency (Successor Agency) was formed to administer the enforceable obligations and otherwise unwind the affairs of the former Porterville Redevelopment Agency, subject to the review and approval of the Countywide Oversight Board of Tulare County.

Pursuant to Health and Safety Code (HSC) section 34191.6 (a), agencies that have received a Finding of Completion may file a Last and Final Recognized Obligation Payment Schedule (ROPS) if certain conditions are met. The Successor Agency has received a Finding of Completion and all remaining obligations of the Successor Agency have been previously listed on the ROPS and approved for payment by the California Department of Finance (DOF).

The Successor Agency meets all of the conditions of HSC section 34191.6 and has prepared its Last and Final ROPS covering the period from July 1, 2024 through June 30, 2041, establishing the maximum amount of Redevelopment Property Tax Trust Funds (RPTTF) to be distributed to the Successor Agency for each remaining fiscal year until all obligations have been fully paid. Under HSC section 34177 (o), the Successor Agency must submit the ROPS to the Oversight Board for approval. The Last and Final ROPS will be presented to the Countywide Oversight Board for consideration and approval on January 13, 2023.

RECOMMENDATION: That the Board of the Successor Agency:

1. Adopt the draft Resolution approving the Last and Final Recognized Obligation Payment Schedule (ROPS), provided that should any modification be required, the Finance Director shall be authorized to make such modification;
2. Direct staff to submit the Last and Final ROPS to the Countywide Oversight Board for review and approval; and
3. Direct staff to transmit the Oversight Board approved Last and Final ROPS and Oversight Board Resolution to the California Department of Finance for review and approval.

ATTACHMENTS: 1. Draft Resolution

2. Draft Last and Final Recognized Obligation Payment
Schedule

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

SUCCESSOR AGENCY RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE PORTERVILLE
REDEVELOPMENT AGENCY APPROVING THE LAST AND FINAL
RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT
TO HEALTH AND SAFETY CODE SECTION 34191.6

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (Successor Agency) has been established to take certain actions to wind down the affairs of the Porterville Redevelopment agency in accordance with Section 34173 of the Health and Safety Code (HSC); and

WHEREAS, pursuant to HSC Sections 34179 and 34180 of the Dissolution Act, certain actions of the Successor Agency are subject to the review and approval by an oversight board; and

WHEREAS, on or after July 1, 2018, the County of Tulare, through the Tulare County Auditor Controller, established the Countywide Oversight Board (OB) of Tulare County in compliance with HSC Section 34179(j), which serves as the oversight board to all of the successor agencies existing and operating in Tulare County, including the Successor Agency; and

WHEREAS, pursuant to HSC Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” (ROPS), means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations; and

WHEREAS, pursuant to HSC Section 34191.6, a successor agency may submit a Last and Final ROPS (L&F ROPS) for approval by the OB, subject to final review by the California Department of Finance (DOF), if certain conditions have been met; and

WHEREAS, the Successor Agency meets all of the conditions of HSC Section 34191.6 and has prepared its Last and Final ROPS covering the period from July 1, 2024 through June 30, 2041, which is incorporated herein by this reference; and

WHEREAS, pursuant to HSC Section 34177(o) of the Dissolution Act, the Successor Agency must submit to the Oversight Board for approval its Recognized Obligation Payment Schedule; and

WHEREAS, the Oversight Board will consider the approval of the L&F ROPS at its meeting on January 13, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Successor Agency to the Porterville Redevelopment Agency:

1. Approve the Last and Final ROPS and authorize the Finance Director to make such modification as may be deemed appropriate; and

2. Authorize the Finance Director to transmit the Last and Final ROPS to the Oversight Board and upon approval thereof by the Oversight Board, to transmit the approved L&F ROPS and the Oversight Board Resolution to the California Department of Finance, the County Auditor-Controller and the State Controller's Office.

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

By: _____
Martha A. Flores, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
Filed for the July 1, 2023 through June 30, 2040 Period

Successor Agency: Porterville
County: Tulare
Initial ROPS Period: 23-24A
Final ROPS Period: 39-40B

Requested Funding for Enforceable Obligations		Total Outstanding Obligation
A	Enforceable Obligations Funded as Follows (B+C)	\$-
B	Bond Proceeds	-
C	Other Funds	-
D	Redevelopment Property Tax Trust Fund (RPTTF) (E+F)	\$7,997,580
E	RPTTF	7,933,580
F	Administrative RPTTF	64,000
G	Total Outstanding Obligations (A+D)	\$7,997,580

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Porterville
Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period
July 1, 2023 through June 30, 2040

A Period July - December					
ROPS Period	Fund Sources				Six-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	
	\$-	\$-	\$3,893,508	\$32,000	\$3,925,508
ROPS 23-24A	-	-	-	-	\$-
ROPS 24-25A	-	-	243,415	2,000	\$245,415
ROPS 25-26A	-	-	244,090	2,000	\$246,090
ROPS 26-27A	-	-	242,090	2,000	\$244,090
ROPS 27-28A	-	-	244,613	2,000	\$246,613
ROPS 28-29A	-	-	244,241	2,000	\$246,241
ROPS 29-30A	-	-	243,178	2,000	\$245,178
ROPS 30-31A	-	-	241,847	2,000	\$243,847
ROPS 31-32A	-	-	242,685	2,000	\$244,685
ROPS 32-33A	-	-	243,210	2,000	\$245,210
ROPS 33-34A	-	-	243,422	2,000	\$245,422
ROPS 34-35A	-	-	243,322	2,000	\$245,322
ROPS 35-36A	-	-	242,897	2,000	\$244,897
ROPS 36-37A	-	-	244,575	2,000	\$246,575
ROPS 37-38A	-	-	243,338	2,000	\$245,338
ROPS 38-39A	-	-	244,285	2,000	\$246,285
ROPS 39-40A	-	-	242,300	2,000	\$244,300

B Period January - June						Twelve-Month Total
ROPS Period	Fund Sources				Six-Month Total	
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
	\$-	\$-	\$4,040,072	\$32,000	\$4,072,072	\$7,997,580
ROPS 23-24B	-	-	-	-	\$-	\$-
ROPS 24-25B	-	-	249,016	2,000	\$251,016	\$496,431
ROPS 25-26B	-	-	249,790	2,000	\$251,790	\$497,880
ROPS 26-27B	-	-	251,890	2,000	\$253,890	\$497,980
ROPS 27-28B	-	-	250,513	2,000	\$252,513	\$499,126
ROPS 28-29B	-	-	250,841	2,000	\$252,841	\$499,082
ROPS 29-30B	-	-	249,878	2,000	\$251,878	\$497,056
ROPS 30-31B	-	-	248,647	2,000	\$250,647	\$494,494
ROPS 31-32B	-	-	255,584	2,000	\$257,584	\$502,269
ROPS 32-33B	-	-	250,209	2,000	\$252,209	\$497,419
ROPS 33-34B	-	-	251,242	2,000	\$253,242	\$498,664
ROPS 34-35B	-	-	251,241	2,000	\$253,241	\$498,563
ROPS 35-36B	-	-	250,917	2,000	\$252,917	\$497,814
ROPS 36-37B	-	-	261,695	2,000	\$263,695	\$510,270
ROPS 37-38B	-	-	251,557	2,000	\$253,557	\$498,895
ROPS 38-39B	-	-	253,468	2,000	\$255,468	\$501,753
ROPS 39-40B	-	-	263,584	2,000	\$265,584	\$509,884

Porterville
Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail
July 1, 2023 through June 30, 2040
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation
								\$7,997,580
15	Successor Agency Administration	Admin Costs	01/01/2015	06/30/2040	City of Porterville	Agency Administration cost.	Project Area No. 1 as Amended	64,000
21	Tax Allocation Refunding Bonds, Series 2016A	Refunding Bonds Issued After 6/27/12	12/01/2016	06/01/2040	U.S. Bank National Association	Issuance of tax allocation refunding bonds to refund the 2008 bonds		5,105,681
22	Taxable Tax Allocation Refunding Bonds, Series 2016B	Refunding Bonds Issued After 6/27/12	12/01/2016	06/01/2040	U.S. Bank National Association	Issuance of taxable tax allocation refunding bonds to refund the 2008 bonds		2,681,331
23	Trustee Fees	Fees	12/01/2016	06/30/2040	U.S. Bank National Association	Trustee fees in relation to the Series 2016A and 2016B bonds		61,968
24	Continuing Disclosure Services and Dissemination Agent Fees	Fees	12/01/2016	06/30/2040	Willdan Financial Services	Professional fees in connection with continuing disclosure services and dissemination of information required by the Indenture of Trust		53,600
25	Arbitrage Fees	Fees	12/01/2016	06/30/2040	Arbitrage Compliance Specialists, Inc.	Professional fees for the calculation of arbitrage in relation to the Series 2016A bonds		31,000
27	ROPS 20-21 shortfall	RPTTF Shortfall	07/01/2019	06/30/2021	City of Porterville Successor Agency	Prior years' excess RPTTF were obligated on both ROPS 19-20 and ROPS 20-21.		-

[illegible]

[illegible]