AMENDED CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 18, 2023, 5:30 PM

The City of Porterville is allowing for and encouraging electronic participation at City Council Meetings. Porterville City Council Meetings will be live streamed on YouTube at https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA

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

Topic: City of Porterville – City Council Meeting of July 18, 2023

Please use the following link below to join the webinar:
https://us06web.zoom.us/j/81520274716?pwd=UUl6TXNjME5RVGJDWTN3Vzl0NFdZUT09

Or via Telephone: 1-669-900-6833 *Webinar ID:* 815 2027 4716 *Passcode:* 888144

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.95 – Liability Claim: Claimant: Federated Insurance Company as subrogee of Ryan Pouncey. Agency claimed against: City of Porterville.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Somboune Ballew. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Porfiria Martinez v. Sergio Frias et al., Tulare County Superior Court Case No. VCU299037.

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

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

6 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Manager.

7 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Attorney.

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

Pledge of Allegiance Led by Greg Meister

Invocation

PRESENTATIONS

Employee Service Awards
Donna Hefner - Sierra View Medical Center

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.

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 - June 1, 2023
2. Library & Literacy Commission (Summer Hiatus)
3. Arts Commission
4. Animal Control Commission
5. Youth Commission (Summer Hiatus)
6. Transactions and Use Tax Oversight Committee (TUTOC)

II. Staff Informational Reports

1. Water Conservation Phase III Status Update - June 2023
2. Fire and Police Departments July 4th Statistical Report

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. Approval of Draft Minutes of April 14, 2023, June 6, 2023 and June 20, 2023
Re: Considering approval of the City Council draft Minutes of April 14, 2023, June 6, 2023, and June 20, 2023.

2. Authorization to Repair Refuse Truck Front Axle

Re: Considering authorization of refuse truck repair by Golden State Peterbilt/American Truck Parts at a cost not to exceed $14,888.

3. **Authorization to Advertise for Bids - North Turnout and Groundwater Recharge Basin**
Re: Consideration to approve staff's recommended Plans and Project Manual for the North Turnout and Groundwater Recharge Basin located just north of Westfield Avenue at the Friant-Kern Canal; and to authorize the appropriation of $842,000 in Water Replacement Funds to fully fund the project.

4. **Authorization to Advertise for Bids - Fire Station 72 Classroom Remodel**
Re: Consideration to approve staff recommended Plans and Project Manual for the Fire Station 72 Classroom Remodel located at 500 N. Newcomb Street, Porterville, CA 93257.

5. **Authorization to Distribute Request for Qualifications to Add to the Current List of On-Call Engineering Services Consultants**
Re: Consideration to authorize staff to redistribute a Request for Qualifications to add to the list of qualified Engineers for on-call services.

6. **Authorization to Negotiate a Consultant Contract - Self Evaluation and Transition Plan**
Re: Consideration to authorize staff to negotiate a scope of services contract with Sally Swanson Architects, Inc. or Bureau Veritas to compile and implement a comprehensive Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan

7. **Authorization to Negotiate a Consultant Contract - Emergency Operations Center & Public Safety Headquarters**
Re: Consideration to authorize staff to negotiate a scope of services contract with Darden Architects or COAR Design Group for design services for the Emergency Operations Center (EOC) & Public Safety Headquarters.

8. **Acceptance of Grant Deeds for the Villa Street Reconstruction Project**
Re: Considering approval of draft Resolutions accepting a Grant Deed in Fee for portions of APNs 252-251-021, 252-251-023, 252-260-031, 252-260-032, 252-293-007 for street improvements associated with the Villa Street Reconstruction Project.

9. **Consideration of Reallocation of Funds for Development Ordinance Update**
Re: Consideration to authorize the reallocation of funds from the General Fund Allocation for the Housing Element Update to the Development Ordinance Update.

10. **Operation of Navigation Center Request for Proposals**
Re: Consideration to authorize the distribution of a Request for Proposals for the Operation of the Porterville Navigation Center.

11. **State Route 190 and Westwood Street Roundabout Transportation Art Maintenance Agreement**
Re: Consideration to enter into the Mighty 190 Transportation Art Maintenance Agreement and Tree/Eagle Project Specific Maintenance Agreement with the California Department of Transportation.

12. **Sewer Utility Districts Annual Assessments Fiscal Year 2023-2024**
Re: Consideration to adopt draft Resolutions ordering the continued sewer district assessment for the 2023-2024 tax year for Sewer Utility Districts 458, 455 A, 459 A & C, and 456 A, B & C, and E.

13. **Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing**
Re: Consideration of draft Resolutions to order the preparation of and give approval to an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year; declaring the intent to levy and collect assessments; and scheduling a Public Hearing for August 1, 2023, at 6:30 P.M.

14. **Engineer's Reports and Setting of a Public Hearing for Establishing Landscape and Lighting Maintenance Districts and Tax Assessments for Parcels Within The Villas At Sierra Meadows Phases One, Two and Three**
Re: Consideration to approve a draft Resolution Ordering the Proceedings for Formation of Landscape and Lighting Maintenance District numbers 57, 58, and 59, and ordering the preparation of the Engineer's Reports; approve a draft Resolution giving preliminary approval to the Engineer's Reports; and approve a draft Resolution declaring intent to form districts, levy and collect assessments, and setting a Public Hearing for August 1, 2023.

15. **Assignment of Airport Lease - Lot No. 40**
Re: Consideration to approve the Assignment of Lease for Lot No. 40 at the Porterville Municipal Airport from Dana Gillespie and Susan Peck to Matthew A. Quatacker.

16. **Approval of Community Civic Event - Porterville Kiwanis Club - Vendor Market - July 22, 2023**
Re: Consideration to approve the Community Civic Event application from Porterville Kiwanis Club to hold the Vendor Market on July 22, 2023, at Veterans Park, from 10:00 AM to 7:00 PM.

17. **Approval of Community Civic Event - American Conservatory - The Mecca Grand Re-opening - August 5, 2023**
Re: Consideration to approve the Community Civic Event application from American Conservatory to hold "The Mecca Grand Re-opening" on August 5, 2023, on Saturday, August 5, 2023, from 5:00 p.m. to 2:00 a.m.

18. **Authorization of Street Closures for the National Night Out and KJUG Free Summer Concert Community Event on August 1, 2023**
Re: Consideration to authorize the closure of Main Street from Morton Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M for the National Night Out and KJUG Free Summer Concert community event on August 1, 2023.

19. **Status and Review of Local Drought Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

20. **Consideration of Porterville Navigation Center Expansion**
Re: Consideration to provide direction on the expansion of the Porterville Navigation Center located at 140 S. "C" Street, Porterville, CA 93257.

21. **History of the Establishment of Sewer Districts & Parks Impact Fees**
Re: Council to consider the report and direction for future utility districts and any additional impact fees.

22. **Adoption of Annual Appropriation Limit**

Re: Consideration to approve the draft Resolution adopting the appropriation limit of $93,143,853 for the 2023-2024 Fiscal Year.

23. Consideration of Sponsorship of 2023 Tule River Tribe Powwow Scheduled for Friday, September 29th - Sunday, October 1st, 2023

Re: Consideration of sponsorship of the 2023 Tule River Tribe Powwow, scheduled for Friday, September 29th through Sunday, October 1st, 2023, at the Eagle Mountain Casino Event Center (1850 West Street).

24. Status and Review of Declaration of Local Flood Emergency

Re: Review of the Declaration of Local Emergency made on March 13, 2023, concerning the significant weather event and impacts or likely impacts relative to increased flow of the Tule River.

AB 1234 REPORTS

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

1. Tulare County Taskforce on Homelessness - June 21, 2023
2. Tulare County Association of Governments (TCAG) Women in Transportation Session - June 23, 2023
3. San Joaquin Valley Regional Early Action Planning (REAP) Committee - June 23, 2023
4. Tulare County Regional Transit Agency Board - June 23, 2023
5. TCAG/Tulare County Transportation Authority (TCTA) Board - June 26, 2023
6. Tulare County Economic Development Corporation Board - June 28, 2023
7. Local Initiatives Navigation Center Committee - July 5, 2023
8. Eastern Tule Groundwater Sustainability Agency Board - July 6, 2023
9. Tule River Improvement Joint Powers Authority (TRIJPA) Board - July 10, 2023
10. Tulare County Water Commission - July 10, 2023
11. TCAG Transit Forum Microtransit Tour - July 11, 2023
12. TCAG Transit Forum - July 12, 2023
13. CalVans Board - July 13, 2023
14. City-Tribe Memorandum of Understanding Committee - July 13, 2023
15. TCAG/TCTA Board - July 17, 2023 (CANCELLED)
16. TCRTA Board - July 17, 2023

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 August 1, 2023 at 3:00 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.

SUBJECT: 1. Water Conservation Phase III Status Update - June 2023

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 IV to Phase III of the City's Water Conservation Plan as of June 1, 2023. 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 June 1, 2023, the City transitioned to Phase III of its Water Conservation Plan. The Phase III plan extends 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 on 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.

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 process all reported issues. Enforcement statistics for June 2023 show that twenty-four (24) notices of violations were issued for water wasting, and no administrative citations were issued.

Water production for June 2023 reflects a two percent (2%) decrease from the 5-year average. The monthly production for June was 377 million gallons, which is a twenty percent (20%) decrease compared to June 2013 at 478 million gallons. Residential consumption for June 2023 was one hundred and forty-five (145) 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 June 2023. Porterville's cumulative total production conservation through June 2023 is twenty (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will be reflected from June 2015 through June 2023. Porterville's cumulative total GPCD conservation through June 2023 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 four percent (4%) increase from June 2022 to June 2023. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Monthly Production Status June 2023

2. Monthly Production Status GPCD June 2023
3. Drought Response Phase III Flyer

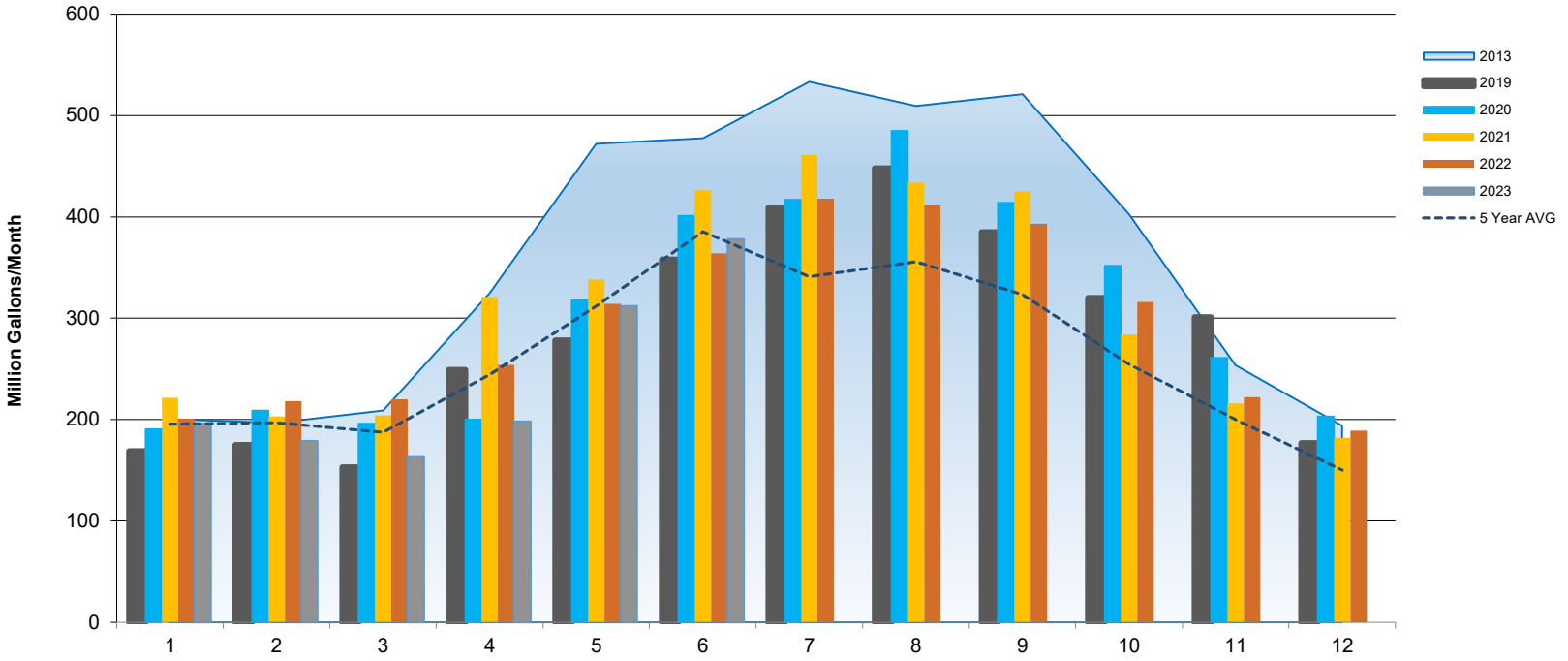
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

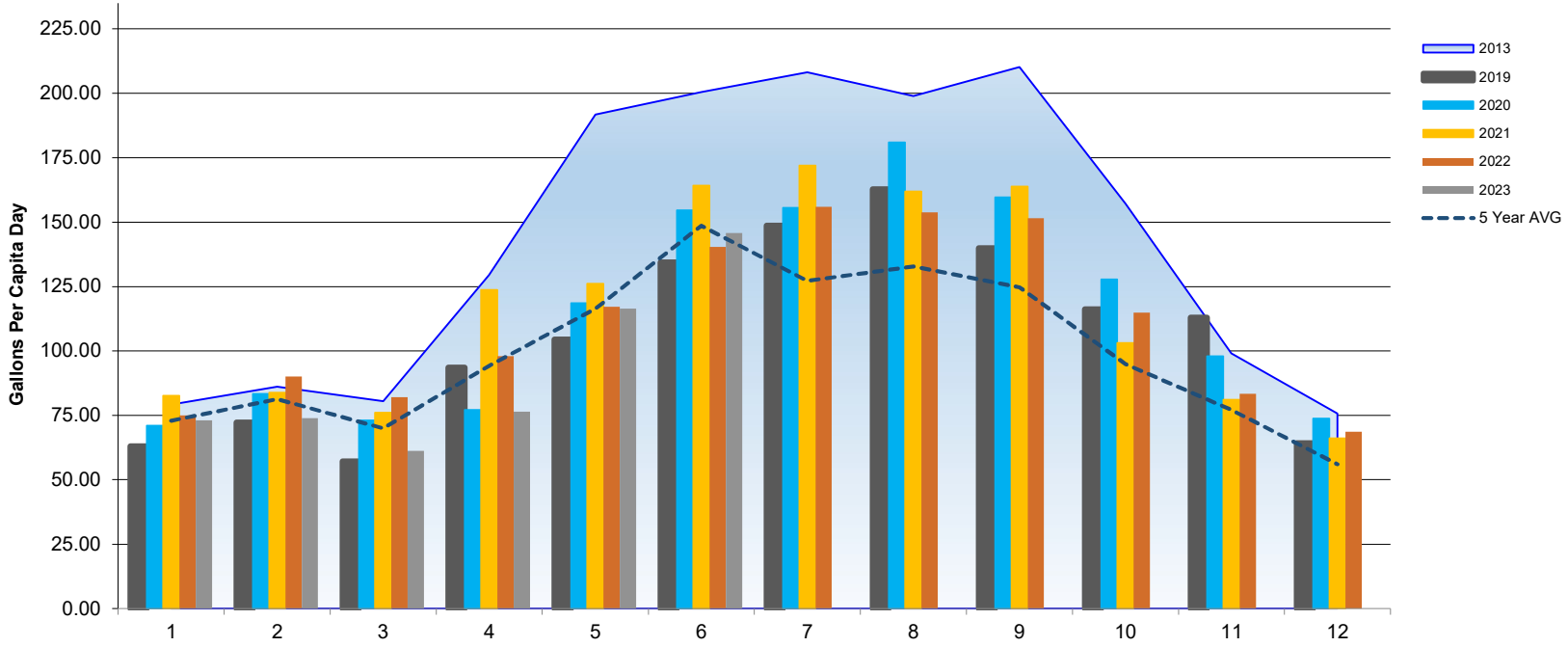
Monthly Production Status & Cumulative Total June 2015 Through June 2023 Production Comparison to 2013 & 5 Year Average



Production							Cumulative Total		20%			
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%	-3%
2023	-2%	-18%	-31%	-39%	-34%	-21%						

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through June 2023 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD **Cumulative Total 25%**

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%	-100%	-28%	-27%	-16%	-9%
2023	-19%	-29%	-21%	-29%	-41%	-30%						

Percent Comparison to 2013 Production

DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

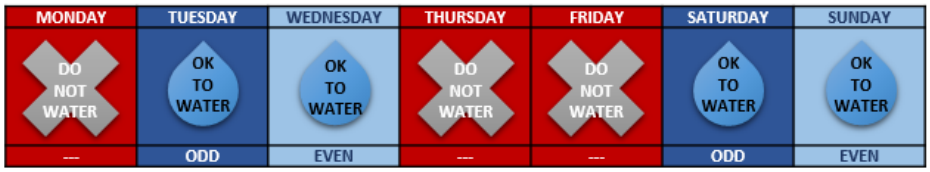
The operation of ornamental water features is prohibited unless the fountain uses a recycling system.

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule



Odd Address Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory
Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.

SUBJECT: 2. Fire and Police Departments July 4th Statistical Report

SOURCE: Police

COMMENT: Between July 2nd and July 4th, Porterville Fire and Police Department personnel conducted a joint operation to combat the use of illegal fireworks in the community. The following is statistical information from the operation:

Personnel responded to 104 illegal fireworks calls, during which forty-one (41) Roman candles, fourteen (14) mortars, twenty-nine (29) mortar launch tubes, eleven (11) bottle rockets, seven cakes (also known as multiple tube devices), and four M-80's were seized. This had the combined weight of illegal fireworks at fifty-eight (58) pounds. As a result, forty-one (41) Administrative Citations were issued - sixteen (16) issued in person and twenty-five (25) that were mailed. One individual was cited twice, once at the $2,500 fine and the second time at the $5,000 fine due to being observed twice, on two separate occasions on the same day. In addition, as in year's past, the Police Department drone units were deployed and were instrumental in locating the origin of some illegal fireworks.

Specifically, on July 4th between 6:00 PM and midnight, the Fire Department responded to nineteen (19) calls for service, including thirteen (13) fires that included vegetation. All of the fire calls were believed to be related to fireworks. Fortunately, no significant property damage occurred. When compared to 2022, the call volume in 2023 doubled and there was also a forty-four percent (44%) increase in fires during that six hour time period.

RECOMMENDATION:

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

SUBJECT: Approval of Draft Minutes of April 14, 2023, June 6, 2023 and June 20, 2023

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of April 14, 2023, June 6, 2023, and June 20, 2023.

RECOMMENDATION: That the Council approve the draft Minutes of April 14, 2023, June 6, 2023, and June 20, 2023.

ATTACHMENTS:
1. 2023-04-14 Draft Minutes
2. 2023-06-06 Draft Minutes
3. 2023-06-20 Draft Minutes

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: Patrice Hildreth, Deputy City Manager

MINUTES
SPECIAL CITY COUNCIL MEETING
CITY HALL, 291 NORTH MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 14, 2023, 11:00 A.M.

Called to Order at 11:00 A.M.

Roll Call: Council Member Greg Meister, Council Member Raymond Beltran, Council Member Donald Weyhrauch, Vice Mayor Kellie Carrillo, Mayor Martha A. Flores.

The Pledge of Allegiance was led by Council Member Meister.

Invocation- a moment of silence was observed.

ORAL COMMUNICATIONS

None

SCHEDULED MATTERS

1. CONSIDERATION OF LICENSE TO USE STATE MILITARY PROPERTY

Recommendation: That the City Council approve the draft License to use State Military Property between the City and the California Military Department for the use of the Porterville Army National Guard Armory as a Temporary Evacuation Point and Shelter.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Vice Mayor Carrillo, that the City Council approve the draft License to use State Military Property between the City and the California Military Department for the use of the Porterville Army National Guard Armory. The motion carried unanimously.

Documentation: M.O. 01-041423
Disposition: Approved.

ADJOURNMENT

The Council adjourned at 11:55 A.M. to the meeting of April 18, 2023, at 5:30 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor

CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 6, 2023, 5:30 PM

Called to Order at 5:30 p.pm.

Roll Call: Council Member Greg Meister, Council Member Raymond Beltran, Council Member Donald Weyrauch, Vice Mayor Kellie Carrillo, Mayor Martha A. Flores

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.95 – Liability Claim: Claimant: Dennis Thomas Crowell. Agency Claimed Against: City of Porterville.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Andres Loza. Agency Claimed Against: City of Porterville.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Fred Landucci. 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 Plaintiffs.

5 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) Cases.

6 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Manager.

7 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Attorney.

6:33 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported action pertaining to A-1, A-2, and A-3, as follows:

A-1. On a MOTION made by Councilmember Beltran, SECONDED by Councilmember Meister, the City Council unanimously rejected the claim filed by Dennis Thomas Crowell.

Documentation: M.O. 01-060623

Disposition: Claim rejected.

A-2. On a MOTION made by Councilmember Meister, SECONDED by Vice Mayor Carrillo, the City Council unanimously rejected the claim filed by Andres Loza.

Documentation: M.O. 02-060623
Disposition: Claim rejected.

A-3. On a MOTION made by Councilmember Meister, SECONDED by Vice Mayor Carrillo, the City Council unanimously rejected the claim filed by Fred Landucci.
Documentation: M.O. 03-060623
Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Meister.

Invocation- A moment of silence was observed.

ORAL COMMUNICATIONS

- Taha Saleh, Porterville Chamber of Commerce, spoke of three new Board Members to the Chamber; and advised of upcoming events such as the Flag Day Ceremony and a ribbon cutting.
- Brock Neeley, Porterville, requested that Item No. 4 be removed for further discussion and research.
- Jessica Mahone, Porterville, expressed opposition of Item No. 4.
- Yolanda Bocanegra, Porterville, expressed her appreciation for the Council in its consideration to fund the repair of the flagpole used for the Flag Day celebration.
- Marco Galina, Porterville, expressed his concerns for the small businesses in the city due to outside business coming in to Porterville.

CONSENT CALENDAR

Item Nos. 4 & 9 were removed from the Consent Calendar for further discussion.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Meister, that the City Council approve Items Nos. 1-3, 5-8, and 10-18. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF NOVEMBER 14, 2022, AND MAY 16, 2023.

Recommendation: That the Council approve the draft Minutes of November 14, 2022, and May 16, 2023.

Documentation: M.O. 04-060623
Disposition: Approved.

2. AUTHORIZATION TO PURCHASE SPECIALIZED EQUIPMENT - CENTRIFUGE

Recommendation: That the City Council:

1. Award the purchase of one centrifuge to Fisher Scientific for an amount not to exceed $6,956, which includes taxes, shipping, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order for Fisher Scientific for an amount not to exceed $6,956, which includes taxes, shipping, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Fisher Scientific upon receipt of an invoice approved by the Public Works Director.

Documentation: M.O. 05-060623
Disposition: Approved.

3. AUTHORIZATION TO REPAIR REFUSE VEHICLE ENGINE

Recommendation: That the City Council:
1. Authorize the refuse truck repair by Cummins Sales and Service at a cost not to exceed $34,330 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 06-060623
Disposition: Approved.

5. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS FOR SPORTS COMPLEX BASEBALL FIELD DESIGN

Recommendation: That the City Council authorize staff to distribute a Request for Qualifications for the design of the Sports Complex Baseball Field.

Documentation: M.O. 07-060623
Disposition: Approved.

6. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS - THE VILLAS AT SIERRA MEADOWS, PHASE 2 (SMEE HOMES, INC)

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

Documentation: M.O. 08-060623
Disposition: Approved.

7. APPROVAL OF AMENDMENT NO. 4 TO THE CONSULTANT SERVICES AGREEMENT WITH MUNISERVICES, LLC

Recommendation: That the City Council approve Amendment No. 4 to the Consultant Services Agreement with MuniServices, LLC, adding a clause to increase the fixed fee portion of compensation annually by five percent (5%).

Documentation: M.O. 09-060623
Disposition: Approved.

8. AUTHORIZATION TO NEGOTIATE A CONSULTANT AGREEMENT - PORTERVILLE PUBLIC LIBRARY PROJECT

Recommendation: That the City Council:
1. Authorize staff to negotiate a scope of services contract with Paul Halajian Architects; and
2. Authorize staff to negotiate a scope of service contract with Steinberg Hart if staff is unable to negotiate an acceptable contract with Paul Halajian Architects.

Documentation: M.O. 10-060623
Disposition: Approved.

10. AUTHORIZATION TO EXECUTE A CONSULTANT AGREEMENT WITH QK, INC. - PARKS MASTER PLAN

Recommendation: That the City Council:
1. Authorize the Engineering and Project Management Director to execute the Consultant Service Agreement for the Parks Master Plan with QK, Inc. in the amount of $149,217;
2. Authorize the appropriation of $149,217 in federal American Rescue Plan Act (ARPA) funds to fund the project; and
3. Authorize progress payments up to one hundred percent (100%) of the fee amount.

Documentation: M.O. 11-060623
Disposition: Approved.

11. PORTERVILLE COLLEGE LANDSCAPE PHASING

Recommendation: That the City Council approve the phasing of the landscape improvements along the proposed College and Triunfo Avenue project.

Documentation: M.O. 12-060623
Disposition: Approved.

12. REQUEST FOR APPROVAL OF THE SELF-PERFORMED STREET MAINTENANCE PROGRAM FOR FISCAL YEAR 2023-2024

Recommendation: That the City Council:
1. Approve the Fiscal Year 2023-2024 Self-Performed Street Maintenance Program; and
2. Authorize the expenditure of $2,000,000 in Fiscal Year 2023-2024 for the Self-Performed Street Maintenance Program.

Documentation: M.O. 13-060623
Disposition: Approved.

13. ASPHALT GRINDING PROGRAM FOR FISCAL YEAR 2023-2024

Recommendation: That the City Council:
1. Authorize staff to utilize annual grinding contractor J. Mack Enterprises, Inc. for Fiscal Year 2023-2024; and
2. Allow staff to substitute annual grinding contractor pending schedule conflicts as ranked by the quote for services.

Documentation: M.O. 14-060623
Disposition: Approved.

14. ANNUAL HAULING SERVICES FOR ASPHALT MAINTENANCE PROGRAM

Recommendation: That the City Council:
1. Authorize staff to utilize an annual hauling services contractor, Mike Clark Trucking, for the Fiscal Year 2023-2024;
2. Allow staff to substitute annual hauling contractor pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation of services from the Capital Improvement Project List and Self-performed Street Maintenance Overlay Program; and
4. Authorize payment of services upon satisfactory completion.

Documentation: M.O. 15-060623
Disposition: Approved.

15. STREET STRIPING PROGRAM FOR FISCAL YEAR 2023-2024

Recommendation: That the City Council:
1. Authorize staff to utilize annual striping contractor T&T Pavement Markings and Products Inc. for Fiscal Year 2023-2024;
2. Allow staff to substitute striping contractors pending schedule conflicts as

ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation of services from the Self-Performed Street Maintenance program; and
4. Authorize payment of services upon satisfactory completion.

Documentation: M.O. 16-060623
Disposition: Approved.

16. ANNUAL EMULSION PROGRAM FOR FISCAL YEAR 2023/2024

Recommendation: That the City Council:
1. Authorize staff to utilize emulsion distributor Cain Trucking, Inc. for the Fiscal Year 2023/2024;
2. Allow staff to substitute emulsion distributors pending schedule conflicts as ranked by the quote for services; and
3. Allow for fund expenditures as defined by the operation of services from the Self-Performed Street Maintenance Program.

Documentation: M.O. 17-060623
Disposition: Approved.

17. DEPARTMENT OF FINANCE POPULATION UPDATE

Recommendation: That the City Council authorize the Mayor to sign a request for State certification for the City of Porterville, May 1, 2023, at a population of 62,588.

Documentation: M.O. 18-060623
Disposition: Approved.

18. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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.

Documentation: M.O. 19-060623
Disposition: Approved.

PUBLIC HEARINGS

19. PUBLIC HEARING TO CONSIDER AMENDMENTS TO SERIES 200 OF THE PORTERVILLE DEVELOPMENT ORDINANCE

Recommendation: That the City Council:
1. Find that proposed draft Ordinance amendments serve to implement the policies, goals, and objectives of the General Plan and said amendments do not have the potential to have a significant effect on the environment; and
2. Introduces and waives the first reading of the draft Ordinance.

City Manager Lollis introduced the item and Assistant City Manager Jason Ridenour presented the staff report.

Mayor Flores opened the Public Hearing at 6:54 p.m. and closed the Public Hearing at 6:54 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Council Member Weyhrauch that the City Council approve the draft Ordinance amending Sections 204.01 and 204.02 of the Porterville Development Code regarding the Professions Office (PO) Zone District, give first reading by title only, and order the Ordinance to print. The motion carried unanimously.

Documentation: M.O. 20-060623
Disposition: Approved.

20. CONSIDERATION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND CANNABIS EXPRESS, INC.

Recommendation: That the City Council:
1. Conduct a Public Hearing and consider public testimony;
2. Find the proposed project exempt from CEQA under CEQA Guidelines Section 15303; and
3. Approve the draft Ordinance; give first reading by title only, and order the Ordinance to print.

City Manager Lollis introduced the item and Assistant City Manager Jason Ridenour presented the staff report.

Mayor Flores opened the Public Hearing at 7:06 P.M. and closed it at 7:07 P.M. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Mayor Flores that the City Council approve the draft Ordinance approving the development agreement between the City of Porterville and Cannabis Express, Inc. relating to the development of a retail cannabis dispensary located at 200 North Main Street in Porterville, CA; give first reading by title only, and order the Ordinance to print.

AYES: Meister, Weyhrauch, Carrillo, Flores
NOES: Beltran

ABSTAIN: None
ABSENT: None

Documentation: M.O. 21-060623
Disposition: Approved.

21. CONSIDERATION OF ANNEXATION 489 - EAST RIVER AVENUE AND PLANO STREET

Recommendation: That the City Council:
1. Find that the proposed project is exempt from CEQA under CEQA Guidelines Section 15319; and
2. Adopt the draft Resolution requesting that Tulare County LAFCO initiate proceedings for annexation.

City Manager Lollis introduced the item and Assistant City Manager Jason Ridenour presented the staff report.

Mayor Flores opened the Public Hearing at 7:24 P.M.

- Donna Shamley, Representative for Roberts Engineering, spoke in favor of the proposed annexation.

Mayor Flores closed the Public Hearing at 7:27 P.M. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Mayor Flores, that the City Council find the proposed project is exempt from CEQA under CEQA Guidelines Section 15319; and approve the draft resolution requesting that Tulare County LAFCO initiate proceedings for annexation. The motion carried unanimously.

Documentation: Resolution No. 25-2023
Disposition: Approved.

SCHEDULED MATTERS

22. BID RESULTS - VILLA STREET RECONSTRUCTION PROJECT

Recommendation: That the City Council:
1. Reject all bids, and direct the Engineering and Project Management Director to re-advertise the project;
OR
2. Award the Villa Street Reconstruction Project to Dawson-Mauldin, LLC in the amount of $10,087,972.40;
3. Authorize progress payments up to ninety-five percent (95%) of the contract amount;
4. Authorize a ten percent (10%) contingency to cover unforeseen costs;
5. Authorize an additional ten percent (10%) for construction management,

construction surveying, quality control and inspection services; and
6. Authorize an appropriation of $2,071,016.46 in Measure R Local Funds to fully fund the project.

City Manager Lollis introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Vice Mayor Carrillo, that the City Council award the Villa Street Reconstruction Project to Dawson-Mauldin, LLC, in the amount of $10,087,972.40. The motion carried unanimously.

Documentation: M.O. 22-060623
Disposition: Approved.

23. CONSIDER APPROVAL OF PAYMENT FOR PARTS AND RENTAL OF SPECIALIZED EQUIPMENT TO REPAIR THE FLAG POLE IN THE GROCERY OUTLET/DOLLAR TREE CENTER SHOPPING MALL

Recommendation: That the City Council:
1. Consider approval for payment of the invoice from Elevated Energy and Construction for $2,562.75 for the parts and rental of specialized equipment to repair the flag pole in the Grocery Outlet/Dollar Tree Center shopping mall; and
2. If approved, that payment be made to Elevated Energy and Construction from the City's "Special Purposes" Reserve Fund by adoption of the draft Resolution.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Meister, that the City Council approve the payment of $2,562.75 to Elevated Energy and Construction to be paid from the City's Special Purposes Reserve Fund.

AYES: Meister, Beltran, Flores
NOES: Weyhrauch, Carrillo
ABSTAIN: None
ABSENT: None

Documentation: Resolution No. 26-2023
Disposition: Approved.

24. CONSIDERATION OF PROPOSED FISCAL YEAR 2023-2024 BUDGET PROCESS AND SETTING OF DATE FOR PUBLIC HEARING

Recommendation: That the City Council:
1. Consider the proposed Fiscal Year 2023-2024 Budget process, providing

direction on any modification; and
2. Schedule a Public Hearing for June 20, 2023.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Meister, that the City Council approve scheduling of a Public Hearing for June 20, 2023. The motion carried unanimously.

Documentation: M.O. 24-060623
Disposition: Approved.

25. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

Recommendation: That the City Council:
1. Receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration; and
2. Approve the agreement with TopKnotch Security, Inc. to provide nightly security at the Porterville Army National Guard Armory for $18,000 per month.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Vice Mayor Carrillo,, that the City Council continue the Declaration of Local Flood Emergency; and approve the agreement with TopKnotch Security, Inc. to provide nightly security at the Porterville Army National Guard Armory for $18,000 per month. The motion carried unanimously.

Documentation: M.O. 25-060623
Disposition: Approved.

The council recessed at 8:30 P.M. and reconvened the meeting at 8:40 P.M.

4. LEASE OF SIX AUTOMATED LICENSE PLATE READERS FROM FLOCK SAFETY

Recommendation: That the City Council:
1. Authorize the Police Department to enter into a two-year lease agreement with Flock Safety to install six cameras for a total cost of $39,900; and
2. Authorize staff to sign all necessary documents regarding the contract and make payments per the contract language.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Meister, that the City Council authorize the Police Department to enter into a two-year Lease Agreement with Flock Safety to install six cameras for a total cost of $39,900.00. The motion carried unanimously.

Documentation: M.O. 26-060623
Disposition: Approved.

9. RATIFICATION OF EMERGENCY EXPENDITURE - WALK-IN COOLER - AIRPORT RESTAURANT

Recommendation: That the City Council ratify the emergency purchase of a walk-in cooler for the Airport Restaurant in the amount of $6,800, plus any applicable sales tax and shipping costs.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Meister, that the City Council approve the ratification of the emergency purchase of a walk-in cooler for the Airport Restaurant in the amount of $6,800.00. The motion carried unanimously.

Documentation: M.O. 27-060623
Disposition: Approved.

AB 1234 REPORTS

1. Tulare County Taskforce on Homelessness - May 17, 2023
   Mayor Flores reported on attendance, the approval of Minutes, and discussion on Senate Bill No. 7- the Homeless Housing Act.

2. Council of Cities - May 17, 2023
   Mayor Flores reported on the approval of Minutes, and discussion of alternate Transit Representative to the TCAG Board.

3. Porterville Area Development Authority (PADA) - May 19, 2023
   Council Member Beltran reported approval of Minutes, an update on the treatment facility, discussion of the reimbursement for expenses and construction of the storm drainage Basin project, and the discussion regarding community project funding for local road improvements.

4. Tulare County Economic Development Corporation (TCEDC) Board – May 24, 2023
   Mayor Flores reported on approval of minutes, and a report on the three most active projects currently in progress.

5. Tulare County Association of Governments (TCAG) Board Retreat - May 25, 2023

Vice Mayor Carrillo reported on the discussion of annual plans, establishing transit performance measures, and of TCAG operations & personnel.

Council Member Meister reported on discussions surrounding micro transit.

6. General Plan Ad Hoc Committee – May 30, 2023
   Council Member Weyrauch thanked Assistant City Manager Jason Ridenour for putting together the 2019 Progress Report that was discussed along with the 2030 general plan.

7. Eastern Tule Groundwater Sustainability Agency (ETGSA) - June 1, 2023
   Council Member Weyrauch reported the approval of Minutes, the ratification of bills paid, the ratification of the office lease agreement, and the approval of State advocacy services.

8. Cannabis Ad Hoc Committee - June 2, 2023
   Council Member Beltran reported on the educational program required by the licensing agreement, and of the discussion concerning underage safety usage and vaping.

9. TCAG Board - June 5, 2023
   Mayor Flores reported on the consideration to take action on the adoption of Resolution and coordination with the California Air Resource Board for the 2022 Sustainable Community strategies.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Beltran spoke of handing out Freedom Fest tickets at the Flag Day Ceremony last year, noting his plans to do the same this year. He then congratulated all of the 2023 graduates.
- Council Member Meister expressed his excitement regarding Flag Day.
- Council Member Weyhrauch thanked city staff and families, and congratulated the 2023 graduates. He then requested that residents exercise caution for pedestrians with school being out of session.
- Vice Mayor Carrillo congratulated the 2023 graduates of Leadership Porterville, lauded the City's participation in the Military Banner Ceremony, and voiced support for the honorees and their families.
- Mayor Flores spoke of her attendance at the Porterville Military Academy Pass & Review; and congratulated City Employees Griselda Hurtado and Bruce Sokoloff for their graduation of the Porterville Leadership Committee.
- City Manager Lollis discussed various upcoming events.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 10:30 p.m. to the meeting of June 20, 2023, at 5:30 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Martha A. Flores, Mayor

MINUTES
CITY COUNCIL MEETING
CITY HALL, 291 NORTH MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 20, 2023, 5:30 PM

Called to Order at 5:30 P.M.

Roll Call: Council Member Greg Meister, Council Member Raymond Beltran, Council Member Donald Weyhrauch, Vice Mayor Kellie Carrillo, Mayor Martha A. Flores

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 - Conference with Real Property Negotiators/Property: APN: A Portion of APN 253-171-004. Negotiating Parties: City of Porterville and Sam Zenz. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Dennis Thomas Crowell. Agency Claimed Against: City of Porterville.

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

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

5 - Government Code Section 54957 – Public Employee Performance Evaluation - Title: City Manager.

6 - Government Code Section 54957 - Public Employee Performance Evaluation - Title: City Attorney.

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

City Attorney Lew reported no reportable action had taken place during Closed Session.

The Pledge of Allegiance was led by Council Member Beltran.

Invocation- a moment of silence was observed.

PRESENTATIONS

Employee of the Month – Ryan Smalling
CalTrans Project Presentation

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, requested that Item No. 12 be pulled from the agenda due to the Certificate of Liability Insurance not meeting city standards.
- Ed McKervey, Porterville, thanked the City Council and the Porterville Police Department for cleaning up the area around Food for Less and encouraged the Council to continue to address crime in the city.
- Antonio Morales, Porterville, stated that he had not heard back from the City regarding his concerns of his property adjacent to the Tule River and is hoping for an update soon.
- Erica Gonzalez, Porterville, stated her home was affected by the Storm Event in early March near the Tule River and is hoping that the City will address the issues that have occurred as a result of the Tule River becoming flooded and damaging her property.
- Laura Fischer, Kings Tulare Homeless Alliance, stated that she was available for any questions regarding Item No. 19 on the Agenda.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - June 1, 2023
Commissioner Janet Uresti reported on pool water aerobics, Summer Night Light events, the Junior Giants League, the Youth Volley Ball League, Summer Day Camp, and the upcoming Freedom Fest.

2. Library & Literacy Commission - (On Summer Hiatus)

3. Arts Commission
Commissioner Dawn Bennett reported on the annual Chalk Event booth, the commission schedule and current vacancies.

4. Animal Control Commission – no report was provided.

5. Youth Commission (On Summer Hiatus)

6. Transactions And Use Tax Oversight Committee (TUTOC) - May 25, 2023 – no report was provided.

II. Staff Informational Reports

1. Water Conservation Phase Iv Status Update - May 2023

CONSENT CALENDAR

Item No. 1 was removed for further discussion at the request of Council Member Meister.

COUNCIL ACTION: MOVED by Vice Mayor Carrillo, SECONDED by Council Member Meister, that the City Council approve Items Nos. 2-14. The motion carried unanimously

2. AUTHORIZATION TO PURCHASE WATER SHARES OR SURFACE WATER FOR GROUNDWATER RECHARGE

Recommendation: That the City Council authorize the Public Works Director, or the City Manager's designee, to purchase water shares or surface water during the 2023-2024 Fiscal Year up to $800,000.

Documentation: M.O. 01-062023
Disposition: Approved.

3. AUTHORIZATION TO REDISTRIBUTE REQUEST FOR QUALIFICATIONS - HAYES FIELD LIGHTING PROJECT

Recommendation: That City Council authorize staff to redistribute a Request for Qualifications for the Hayes Field Lighting Project.

Documentation: M.O. 02-062023
Disposition: Approved.

4. AUTHORIZATION TO AWARD CONTRACT - MAIN STREET RECONSTRUCTION PROJECT

Recommendation: That the City Council:
1. Award the Main Street Reconstruction Project to Granite Construction Company in the amount of $1,625,483.50;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs; and
4. Authorize an additional ten percent (10%) for construction management, surveying, quality control and inspection services.

Documentation: M.O. 03-062023
Disposition: Approved.

5. AWARD OF CONTRACT - FINANCIAL AUDITING SERVICES

Recommendation: That the City Council award the contract to CliftonLarsonAllen LLP to provide professional audit services for the fiscal years ending June 30, 2023 through June 30, 2025, with the option of extending the agreement for two additional one-year periods.

Documentation: M.O. 04-062023
Disposition: Approved.

6. AUTHORIZATION TO NEGOTIATE CONTRACT FOR PROFESSIONAL SERVICES TO UPDATE THE PUBLIC HEALTH & SAFETY ELEMENT AND PREPARATION OF AN ENVIRONMENTAL JUSTICE ELEMENT FOR THE PORTERVILLE 2030 GENERAL PLAN

Recommendation: That the City Council:
1. Authorize staff to negotiate a contract with Provost & Pritchard Consulting Group to complete the Public Health & Safety Element and prepare the Environmental Justice Element of the Porterville 2030 General Plan; and
2. Authorize the Assistant City Manager to execute the contract.

Documentation: M.O. 05-062023
Disposition: Approved

7. AUTHORIZATION TO TEMPORARILY EXTEND PARTICIPATION IN COOPERATIVE PURCHASING PROGRAMS ON EXISTING ASPHALT CONTRACTS

Recommendation: That the City Council authorize a temporary extension of the Fiscal Year 2022-2023 contracts for purchasing asphalt mix and materials utilizing the contracts between the County of Tulare, Jaxon Enterprises, and Delano Rock & Asphalt, pending a finalized contract for the 2023-2024 Fiscal Year.

Documentation: M.O. 06-062023
Disposition: Approved.

8. APPROVAL OF RESOLUTION AUTHORIZING THE FILING OF REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUND CLAIM FOR THE FISCAL YEAR 2022-2023

Recommendation: That the City Council authorize and direct the Finance Director to sign and submit the Fiscal Year 2022-2023 Regional Surface Transportation Program (RSTP) Exchange funds claim to the Tulare County Association of Governments on behalf of the City in the amount of $807,280.

Documentation: Resolution No. 27-2023
Disposition: Approved.

9. AUTHORIZATION TO ACQUIRE STORM DRAIN PIPELINE EASEMENTS

Recommendation: That the City Council:
1. Adopt the draft resolutions for the acquisition of the pipeline and temporary construction easement;
2. Accept the Easement deeds; and
3. Authorize the Mayor and City Manager to sign all necessary documents.

Documentation: Resolution No. 28-2023 and Resolution No. 29-2023
Disposition: Approved.

10. STATE SENATE BILL 1205 ANNUAL FIRE DEPARTMENT INSPECTION REPORTING

Recommendation: That the City Council adopt the draft resolution acknowledging receipt of the Fire Chief's annual report regarding the Porterville Fire Department's inspection of specific buildings and occupancies pursuant to Section 13146.2 and 13146.3 of the California Health and Safety Code.

Documentation: Resolution No. 30- 2023
Disposition: Approved.

11. AUTHORIZATION TO INCREASE DEPARTMENTAL CONTRIBUTIONS TOWARDS THE CITY'S SELF-FUNDED HEALTHCARE PLAN

Recommendation: That the City Council authorize the increase in City Department contributions towards the City's self-funded healthcare plan to $1,200 per employee per month effective July 1, 2023.

Documentation: M.O. 07-062023
Disposition: Approved.

12. APPROVAL OF COMMUNITY CIVIC EVENT - IVANHOE FAMILY WORSHIP CENTER - THE WORSHIP EXPERIENCE CHURCH IN THE PARK - JULY 8, 2023

Recommendation: That the City Council approve the Community Civic Event application from Ivanhoe Family Worship Center to hold "The Worship Experience Church in the Park" on July 8, 2023 at Veterans Park, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

Documentation: M.O. 08-062023
Disposition: Approved.

13. SCHEDULING OF CITY COUNCIL MEETING, KJUG FREE SUMMER CONCERT AND NATIONAL NIGHT OUT COMMUNITY EVENT ON AUGUST 1, 2023

Recommendation: That the City Council:
1. Authorize the KJUG Free Summer Concert and National Night Out community event;, and
2. Authorize the beginning time of the City Council meeting for 3:00 PM on August 1, 2023.

Documentation: M.O. 09-062023
Disposition: Approved.

14. STATUS AND REVIEW OF LOCAL DROUGHT EMERGENCY

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.

Documentation: M.O. 10-062023
Disposition: Approved.

PUBLIC HEARINGS

15. ADOPTION OF FISCAL YEAR 2023-2024 BUDGET

Recommendation: That the City Council conduct the Public Hearing and consider for adoption the draft Resolution for the proposed 2023-2024 Fiscal Year Budget through October 1, 2023, including any modifications and for the time period as designated by Council.

Deputy City Manager Patrice Hildreth introduced the item and Finance Director Maria Bemis presented the staff report.

Mayor Flores opened the Public Hearing at 7:13 p.m.

- Brock Neeley, Porterville, lauded the city staff for all the work they do for keeping the city strong financially.

Mayor Flores closed the Public Hearing at 7:14 p.m. when no one else came forward to speak.

COUNCIL ACTION: MOVED by Council Member Meister, SECONDED by Mayor Flores, that the City Council approved the adoption of the draft resolution for the proposed 2023-2024 Fiscal Year Budget through October 1, 2023. The motion carried unanimously.

Documentation: Resolution No. 31-2023

Disposition: Approved.

16. ANNUAL ADJUSTMENT OF FEES BY APPLICATION OF THE ENGINEERING NEWS-RECORD (ENR) COST INDEX

Recommendation: That the City Council:
1. Conduct the Public Hearing and consider all public testimony; and
2. Implement the ENR Cost Index automatic increase for Fiscal Year 2023-2024 of 3.01%.

Deputy City Manager Patrice Hildreth introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

Mayor Flores opened the Public Hearing at 7:18 p.m. and closed the Public Hearing at 7:19 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Mayor Martha A. Flores, that the City Council approve the implementation of the ENR Cost Index automatic increase for Fiscal Year 2023-2024 of 3.01%. The motion carried unanimously.

Documentation: M.O. 11-062023
Disposition: Approved.

SECOND READINGS

17. SECOND READING - ORDINANCE NO. 1901 - AMENDING SECTION 204.01 AND 204.02 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING THE PO (PROFESSIONAL OFFICE) ZONE DISTRICT

Recommendation: That the City Council give Second Reading to Ordinance No. 1901, waive further reading, and adopt said Ordinance.

Deputy City Manager Patrice Hildreth introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Flores, SECONDED by Council Member Weyhrauch, that the City Council give Second Reading to Ordinance No. 1901, being an ORDINANCE AMENDING SECTION 204.01 AND 204.02 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING THE PO (PROFESSIONAL OFFICE) ZONE DISTRICT, waive further reading, and adopt said Ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1901
Disposition: Approved.

18. SECOND READING - ORDINANCE NO. 1902 - APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND CANNABIS EXPRESS, INC., RELATING TO THE DEVELOPMENT OF A RETAIL CANNABIS DISPENSARY

Recommendation: That the City Council give Second Reading to Ordinance No. 1902, waive further reading, and adopt said Ordinance.

Deputy City Manager Patrice Hildreth introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Mayor Flores, that the City Council give Second Reading to Ordinance No. 1902, being an ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND CANNABIS EXPRESS, INC., RELATING TO THE DEVELOPMENT OF A RETAIL CANNABIS DISPENSARY located at 200 N. Main Street, Porterville, CA 93257, waive further reading, and adopt said Ordinance.

AYES: Meister, Weyhrauch, Carrillo, Flores
NOES: Beltran
ABSTAIN: None
ABSENT: None

Documentation: Ordinance No. 1902
Disposition: Approved.

SCHEDULED MATTERS

19. CONSIDERATION OF INTERIM OPERATIONS OF THE NAVIGATION CENTER

Recommendation: That the City Council:

1. Consider authorizing the use of American Rescue Plan Act (ARPA) funds to fund the operations of the Porterville Navigation Center for 90 days;
2. Select and award the Operator of the Porterville Navigation Center for the interim 90 days;
3. Authorize the City Attorney to draft an agreement for the interim operation of the Navigation Center; and
4. Authorize the Mayor, City Manager or designated staff to sign all necessary documents regarding the contract and process payments per the contract language.
5.

Deputy City Manager Patrice Hildreth introduced the item and Assistant City Manager Jason Ridenour presented the staff report.

Mr. Ridenour noted a typographical error in one of equations provided by Elevate Community Services and presented Council and the public with the correct information.

Council opted to use the McCracken voting method to award the operator of the Porterville Navigation Center for the interim 90 days. City Attorney Lew reported out on the voting results of the McCracken method as follows:

- Council Member Weyhrauch – Kings View Behavioral Health Systems
- Mayor Flores – Elevate Community Services
- Council Member Meister – Kings View Behavioral Health Systems
- Council Member Beltran – Kings View Behavioral Health Systems
- Vice Mayor Carrillo – Elevate Community Services

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Beltran that the City Council authorize the use of ARPA funds to fund the operations of the Porterville Navigation Center for 90 days; and award the Operator of the Porterville Navigation Center for the interim 90 days to Kings View Behavioral Health Systems.

AYES: Beltran, Meister, Weyhrauch, Carrillo
NOES: Flores
ABSTAIN: None
ABSENT: None

Documentation: M.O. 12-062023
Disposition: Approved.

Council recessed from 8:30 P.M. to 8:40 P.M.

20. CALCITIES PRIORITY STATE LEGISLATION UPDATE

Recommendation: That the City Council consider the CalCities Priority State Legislation Update presentation, and provide direction in the drafting of letters of opposition or support for individual legislative proposals as determined.

Deputy City Manager Patrice Hildreth introduced the item and presented the staff report.

After reviewing the Legislation update, Council gave direction for staff to review the list of priorities and report on which are relevant to the city, along with Council recommendations if any.

Documentation: None
Disposition: Direction given.

21. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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.

Deputy City Manager Patrice Hildreth introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Raymond Beltran, that the City Council approve the continuation of the Declaration of Local Emergency . The motion carried unanimously.

Documentation: M.O. 13-062023
Disposition: Approved.

1. AUTHORIZATION TO PURCHASE MASTER METER 4G RADIO READ WATER METERS

Recommendation: That the City Council authorize the Public Works Director to purchase miscellaneous new and replacement Master Meter 4G radio read water meters, and meter registers from Hydro Pro Solutions during the 2023-2024 Fiscal Year at a not-to exceed amount of $100,000.

Deputy City Manager Patrice Hildreth introduced the item, and Public Works Director Michael Knight provided additional information concerning staff's recommendation and actions and direction provided to staff by prior City Councils concerning the project.

COUNCIL ACTION: MOVED by Council Member Beltran, SECONDED by Mayor Flores, that the City Council authorize the Public Works Director to purchase miscellaneous new and replacement Master Meter 4G radio read water meters and meter registers from Hydro Pro Solutions during the 2023-2024 Fiscal Year at a not-to exceed amount of $100,000.

AYES: Beltran, Carrillo, Flores
NOES: Meister, Weyhrauch
ABSTAIN: None
ABSENT: None

Documentation: M.O. 15-062023
Disposition: Approved.

AB 1234 REPORTS

1. Library Facility Planning Committee Meeting - May 18, 2023
Vice Mayor Carrillo reported on the approval of Minutes, the new library update, and a library services update.

2. Local Initiatives Navigation Center (LINC) Committee Meeting - June 7, 2023
Council Member Beltran reported on the approval of Minutes, a request for additional funding for animal services, and an update on the Welcome Center.

3. Calvans Board Meeting - June 8, 2023
Vice Mayor Carrillo provided an update on the agency's financials and audit, fleet activity, lobbyist updates, and the approval of the Budget for 2023-2024.

4. Tulare County Association of Governments (TCAG) Sustainable Corridors Committee Meeting - June 8, 2023 (Cancelled)

5. Tulare County Water Commission - June 12, 2023
Mayor Flores reported on Senate Bill 552 updates, the reorganization of Water Commission Board Members, drought and project funding updates and statistics, and legislative updates.

6. Tulare County Regional Transit Agency (TCRTA) Meeting - June 14, 2023 (Cancelled)

7. Eastern Tule Groundwater Sustainability Agency (ETGSA) Board Meeting - June 15, 2023
Council Member Weyhrauch reported on public comments made during the meeting and on the review of Tier 1 penalties.

8. Porterville Area Development Authority (PADA) Board Meeting - June 16, 2023
Council Member Beltran provided updates on the City's reimbursement of eligible expenses related to the Tertiary Treatment Wastewater Facility and Storm Drain Retention Basin, as well as updates on local road improvements and the Tule River Tribe Active Transportation Plan, located within the vicinity of the new casino.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, cautioned the Council noting that alcohol has endangered more lives in the city than marijuana.

OTHER MATTERS

• Council Member Beltran, spoke of the upcoming Freedom Fest Event, KJUG event, and thanked City staff for their efforts regarding the Navigation Center.
• Council Member Weyhrauch, thanked the Council and staff for assisting him while being on the Council; and recognized the City staff in the many things they do for the city.
• Council Member Meister elaborated on his vote on Item No. 19 and Item No. 2; spoke of his attendance at the Flag Day Ceremony; and discussed substance abuse by unhoused individuals in the city.
• Vice Mayor Carrillo expressed her admiration for the Porterville Police Department in their ability to handle various situations on a daily basis, spoke of Flag Day Ceremony, thanked Claudia

Calderon for her assistance as a translator for the public; and thanked Ryan Smalling as Employee of the Month.

• Mayor Flores spoke of her attendance to the Tulare-Kings Hispanic Chamber of Commerce Ambassador Luncheon and Flag Day Ceremony; thanked Vice Mayor Carrillo for attending the ribbon cutting; and spoke of a panel discussion she was invited to by the Tulare County Association of Governments.

CLOSED SESSION

None

ADJOURNMENT

The City Council adjourned at 10:00 P.M. to the meeting of July 18, 2023, at 5:30 P.M.

_____

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

_____

Martha A. Flores, Mayor

SUBJECT: Authorization to Repair Refuse Truck Front Axle

SOURCE: Public Works

COMMENT:

Vehicle No. 6677, a 2012 Peterbilt Refuse Commercial Frontload Refuse Truck, requires significant repairs to the front steering/suspension system, which should be completed by a Peterbilt-certified repair facility.

Staff is requesting authorization to utilize Golden State Peterbilt/American Truck Parts, which is the nearest Peterbilt-certified repair facility, at an estimated cost of $14,888 (inclusive of all parts, taxes, and labor, including a 10% contingency). Vehicle repair funds will be made available in the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the repair of a refuse truck by Golden State Peterbilt/American Truck Parts at a cost not to exceed $14,888 (inclusive of all parts, taxes, and labor, including a 10% contingency); and
2. Authorize payment of repair upon satisfactory completion.

ATTACHMENTS: 1. American Truck Parts Co. Repair Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

AMERICAN TRUCK PARTS CO.

19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
www.emtharp.com

*** Customer Review ***
Date / Time: 6/27/2023 8:55:21AM
Repair Order: 186
Customer: 2992
Branch: ATP
Invoice Total: $ 13,534.59
IBS

Bill To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

Ship To: CITY OF PORTERVILLE
555 N Prospect St
PORTERVILLE, CA 93257

Customer P/O: bnoland Completion Date:

Unit Number: 6677 **Model Year: 2012** **Make/Model: Peterbilt 320**
Type: Tractor **VIN: 3BPZX20X9CF139173**

Unit Components:

Manufacturer	Model	Part Number	Serial Number
			Isl-G

Task: 1 01 **Steer Axle Check and Advise** **Department: Service**
Complaint: CUSTOMER REQUEST US TO REPLACE #1 AXLE

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
	HAZ	Hazardous Waste Fee	Misc		1.00	25.00	25.00
PAC	220BN106-5	AXLE-STEER	Part	EA	1.00	8,047.99	8,047.99
PDC	10041055	Drum	Part	EA	2.00	357.95	715.90
PAC	1643CHR	HUBCAP-TRAILER OIL GREEN	Part	EA	2.00	21.77	43.54
PAC	CM10041925	BEARING-FL FRONT IB PREMIUM CUP&CONEASSY	Part	EA	2.00	118.67	237.34
PAC	CM10041926	BEARING-FL FRONT OB PREMIUM CUP&CONEASSY	Part	EA	2.00	83.14	166.28
DRI	370048A	Oil Bath Seal	Part	EA	2.00	31.76	63.52
PAC	02-01374-110	U BOLT-FRONT AXLE 7/8-14NFX4-1/16X11	Part	EA	4.00	60.16	240.64
PAC	HWC07030	NUT-HEX 7/8-14NFX1.156T GR8 HIGH CAD	Part	EA	8.00	25.76	206.08
PAC	HWC04003	WASHER-ROUND 7/8X1-5/8X0.250 HDND STL	Part	EA	8.00	10.10	80.80
FST	C4709G2-C	Core Tbrb	Inherent		4.00	26.25	105.00
FST	FS234709ES2	LINED BRAKE SHOE	Part	EA	4.00	20.38	81.52
FST	C4709G2-C	Core Tbrb	Part	EA	(4.00)	26.25	(105.00)
MRT	E10760	Brake Kit	Part	EA	2.00	13.42	26.84
IHC	ZSH550027745Q	75W90 QUART	Part	EA	2.00	28.63	57.26

AMERICAN TRUCK PARTS CO.

19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
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*** Customer Review ***

Date / Time: 6/27/2023 8:55:21AM
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291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

Ship To: CITY OF PORTERVILLE
555 N Prospect St
PORTERVILLE, CA 93257

Customer P/O: bnoland

Completion Date:

Totals

Total Parts:	**$9,967.71**
Total Core Chg:	**$105.00**
Total Core Ret:	**($105.00)**
Total EHC:	**$0.00**
Total Labor:	**$2,500.00**
Total Miscellaneous:	**$25.00**
Total Shop Supplies:	**$250.00**
Invoice Subtotal:	**$12,742.71**
Total Tax:	**$791.88**
Invoiced Total:	**$13,534.59**

Payment Method

Billing Service

WARRANTY: E.M. THARP, INC. WARRANTS THAT IT WILL REPLACE OR REPAIR ANY PARTS FOUND TO BE DEFECTIVE WITHIN A PERIOD OF 90 DAYS FROM DATE OF INSTALLATION. THE OBLIGATION UNDER THIS WARRANTY STATUTORY OR OTHERWISE, IS LIMITED TO THE REPLACEMENT OR REPAIR OF PARTS FOUND TO BE DEFECTIVE UPON INSPECTION AT E.M. THARP, INC SHOP. E.M. THARP, INC. SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF PARTS TO OPERATE PROPERLY NOR THE COST OF LABOR OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OF DEFECTIVE PARTS. NO EXPRESS, IMPLIED OR STATUTORY WARRANTY OTHER THAN HEREIN SET FORTH IS MADE OR AUTHORIZED BY THE MANUFACTURER. SHOULD COLLECTION BECOME NECESSARY BY SUIT OR OTHERWISE, THE CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY;S FEE'S AND COSTS OF COLLECTION OR SUIT. JURISDICTION SHALL BE IN FRESNO, KERN OR TULARE COUNTY, CA.

CUSTOMER SIGNATURE:_____

SUBJECT: Authorization to Advertise for Bids - North Turnout and Groundwater Recharge Basin

SOURCE: Engineering and Project Management

COMMENT: City staff, through its consultant, has completed the preparation of construction plans and specifications (i.e. Project Manual) for the North Turnout and Groundwater Recharge Basin located just north of Westfield Avenue at the Friant-Kern Canal. The project includes the installation of new water pipelines, concrete structures, earthwork, and all other appurtenances as shown on the plans for the project. This project is important as it will help the City meet the requirements of the Sustainable Groundwater Management Act (SGMA) and help meet water system demands.

The Engineer's Estimate of Probable Cost is $1,410,000. An additional $141,000 is necessary for construction contingencies (10%). It is anticipated that an additional $141,000 is required for construction management, quality control, and inspection services for a total estimated project cost of $1,692,000.

This project is currently funded with Water Replacement Funds in the amount of $850,000. Additional Water Replacement Funds in the amount of $842,000 are required in order to fully fund the project.

RECOMMENDATION: That City Council:
1. Approve staff's recommended Plans and Project Manual;
2. Authorize the Finance Director to appropriate $842,000 in Water Replacement Funds to fully fund the project; and
3. Authorize staff to advertise for bids on the project.

ATTACHMENTS:
1. Engineer's Estimate
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager

PROVOST & PRITCHARD CONSULTING GROUP
EST. 1968
An Employee Owned Company

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

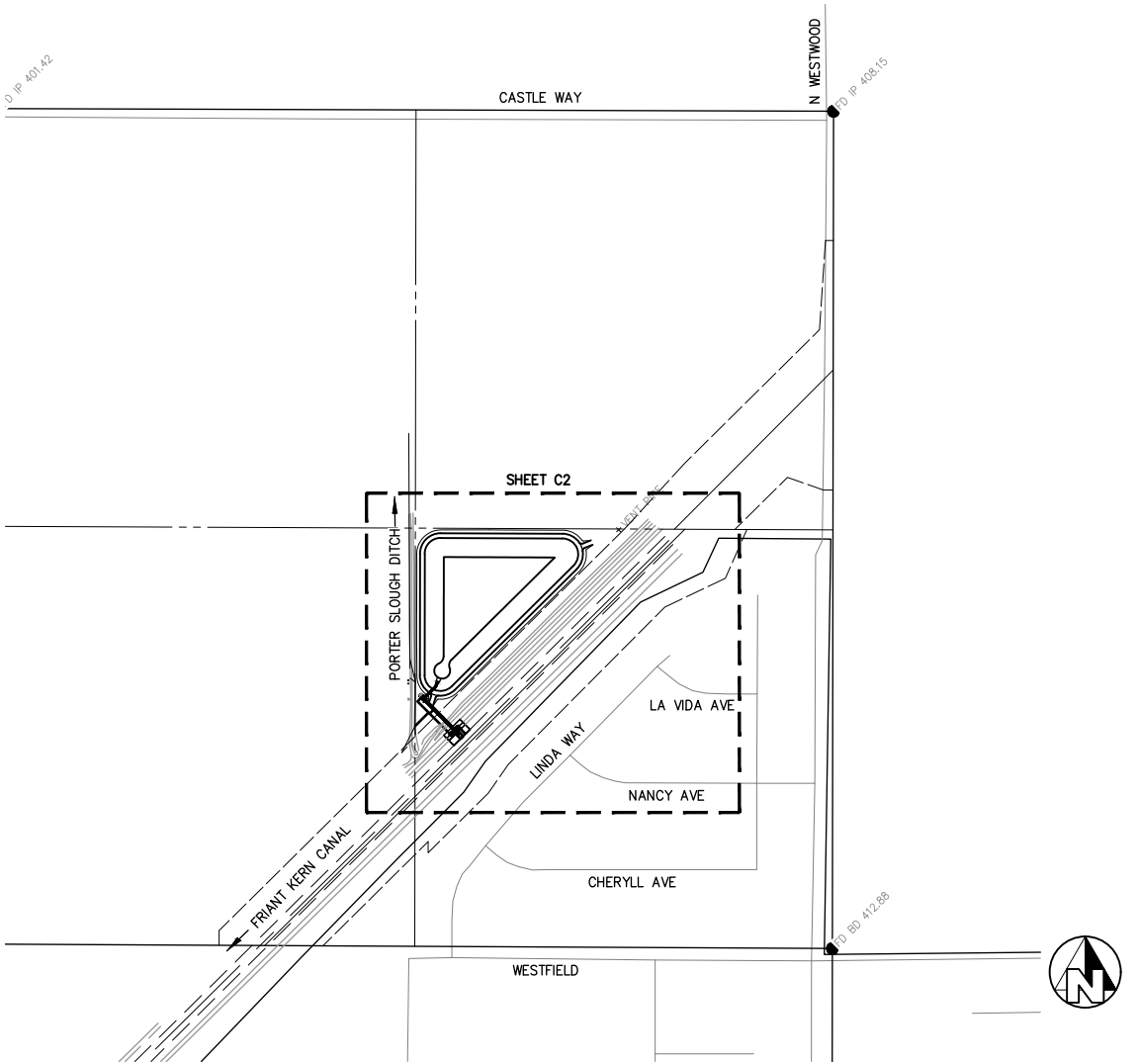
City of Porterville
North Turnout and Groundwater Recharge Basin
July 5, 2023

DRAFT

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
	General				
1	Mobilization/Demobilization, Bonds and Insurance and Permits (5.0% of Line Items)	1	LS	$ 51,000.00	$ 51,000
2	Worker and Public Protection (2.0% of Line Items)	1	LS	$ 20,000.00	$ 20,000
3	Miscellaneous Facilities and Operations (5.0% of Line Items)	1	LS	$ 51,000.00	$ 51,000
4	SWPPP and DCP Implementation (1.0% of Line Items)	1	LS	$ 10,000.00	$ 10,000
6	Friant Kern Canal Dewatering	1	LS	$ 20,000.00	$ 20,000
				Subtotal	**$ 152,000**
	FKC TURNOUT STRUCTURE				
7	Site Demo Remove Concrete Canal Lining	1	LS	$ 12,000.00	$ 12,000
8	Structural Concrete for Turnout, Platform	76	CY	$ 2,500.00	$ 190,000
9	FKC Canal lining	1	LS	$ 35,000.00	$ 35,000
10	F&I Metal Grating	53	SF	$ 100.00	$ 6,000
11	F&I Handrailing	52	LF	$ 100.00	$ 6,000
12	F&I Safety Ladder	1	LS	$ 10,000.00	$ 10,000
13	Install 48"x48" Slide Gate	1	LS	$ 28,462.50	$ 29,000
14	F&I Air Vent at Turnout	1	LS	$ 2,000.00	$ 2,000
15	F&I Traveling Screen & Debris Conveyor	1	LS	$ 105,000.00	$ 105,000
16	F&I Stop Log	1	LS	$ 8,000.00	$ 8,000
17	Site Electrical	1	LS	$ 100,000.00	$ 100,000
18	Tunout Fencing	67	LF	$ 18.00	$ 2,000
				Subtotal	**$ 505,000**
	CONTROL BOX STRUCTURE				
19	F&I 24" Canal Gate	1	LS	$ 18,722.00	$ 19,000
20	F&I 48" Canal Gate	1	LS	$ 28,462.50	$ 29,000
21	Structural Concrete for Box	37	CY	$ 2,500.00	$ 93,000
22	F&I Metal Grating	144	SF	$ 110.00	$ 16,000
				Subtotal	**$ 157,000**
	CONSTRUCT 48" RGRCP PIPELINE				
23	F&I 48" RGRCP B-25 Pipe	136	LF	$ 588.00	$ 80,000
24	F&I 5' Meter Access Manhole (USBR Testing Station)	1	LS	$ 22,000.00	$ 22,000
24	Concrete Cutoff Collar	3	CY	$ 2,500.00	$ 7,000
25	F&I Vault and Area-Velocity Flow Meter	1	LS	$ 50,000.00	$ 50,000
				Subtotal	**$ 159,000**
	EARTHWORK BASIN & TURNOUT				
26	FKC Turnout & Control Box Excavation	1,300	CY	$ 11.00	$ 15,000
27	Basin Finish Grading (In-Place Compacted Fill)	14,800	CY	$ 11.00	$ 163,000
				Subtotal	**$ 178,000**
	BASIN INLET AND PIPELINE				
28	F&I 24" 100 PIP PVC Pipe	63	LF	$ 153.00	$ 10,000
29	Structural Concrete for Outlet	4	CY	$ 2,500.00	$ 10,000
30	Rip-Rap	22	TN	$ 156.00	$ 4,000
				Subtotal	**$ 24,000**
				CONSTRUCTION SUBTOTAL:	**$ 1,175,000**
				CONTINGENCY:	**$ 235,000**
	PROJECT TOTAL (INCLUDING CONSTRUCTION TOTAL & CONTINGENCY):				**$ 1,410,000**

Notes:

1. This estimate represents the opinion of probable cost based on the engineer's experience with prior projects.



SITE MAP

NOT TO SCALE

SUBJECT: Authorization to Advertise for Bids - Fire Station 72 Classroom Remodel

SOURCE: Engineering and Project Management

COMMENT: City staff, along with its consultant, have completed the preparation of construction plans and specifications (i.e. Project Manual) for the remodel of the existing classroom at Fire Station 72 located at 500 N. Newcomb Street. The proposed project includes the remodeling of the existing restrooms for accessibility, the construction of independent shower stalls, and the creation of a breakroom/kitchen. The project will require the relocation of the existing data and network cabling and rack as well as the existing fire alarm. This project is an integral step to accommodate fire personnel during the future remodels of all three existing fire stations as well as to provide an opportunity for housing and services during emergencies and training.

The Engineer's Estimate of probable cost is $353,423.40. An additional $35,342 (10%) is necessary for construction contingencies. It is anticipated that an additional $35,342 is required for construction management, quality control, and inspection services (10%). The expense of relocating the existing data and network cabling and rack as well as the existing fire alarm are to be covered by direct contract through the vendors for those systems at a cost of approximately $26,000 for a total project cost of $450,107.40.

Funding for this project is available in Measure H Funds.

RECOMMENDATION: That the City Council:
1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS:
1. Engineer's Estimate of Probable Cost
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

AGD
ARCHITECTURE | DESIGN

ANDREW GOODWIN DESIGNS

DESIGN | ARCHITECTURE | PLANNING

REVISED: February 27, 2023

PREPARED BY: Andrew Goodwin, AIA (Andrew Goodwin Designs)
2050 Parker Street, San Luis Obispo, CA 93401
(805-439-1611)

PROJECT: Remodel of Fire Station 72 Training Room, Porterville CA

BASIC MEASUREMENTS OF CONSIDERATION:

1.1 FLOOR AREA: TILED AREAS – 450 SQUARE FEET
1.2 FLOOR AREA: VINYL OR OTHER – 335 SQUARE FEET
1.3 LINEAR WALL (NEW): 125 LINEAR FEET
1.4 LINEAR WALL TILE: 175 LF
1.5 LINEAR WALL – FIRE WALL: 50 LF
1.6 LINEAR WALL – OTHER: 45 LF
1.7 CABINETS – 27 LF (UPPER AND LOWER)
1.8 GYP CEILING – 475 SF
1.9 LAY IN TILE CEILING – 215 SF
1.10 PLUMBING FIXTURES PER PLAN

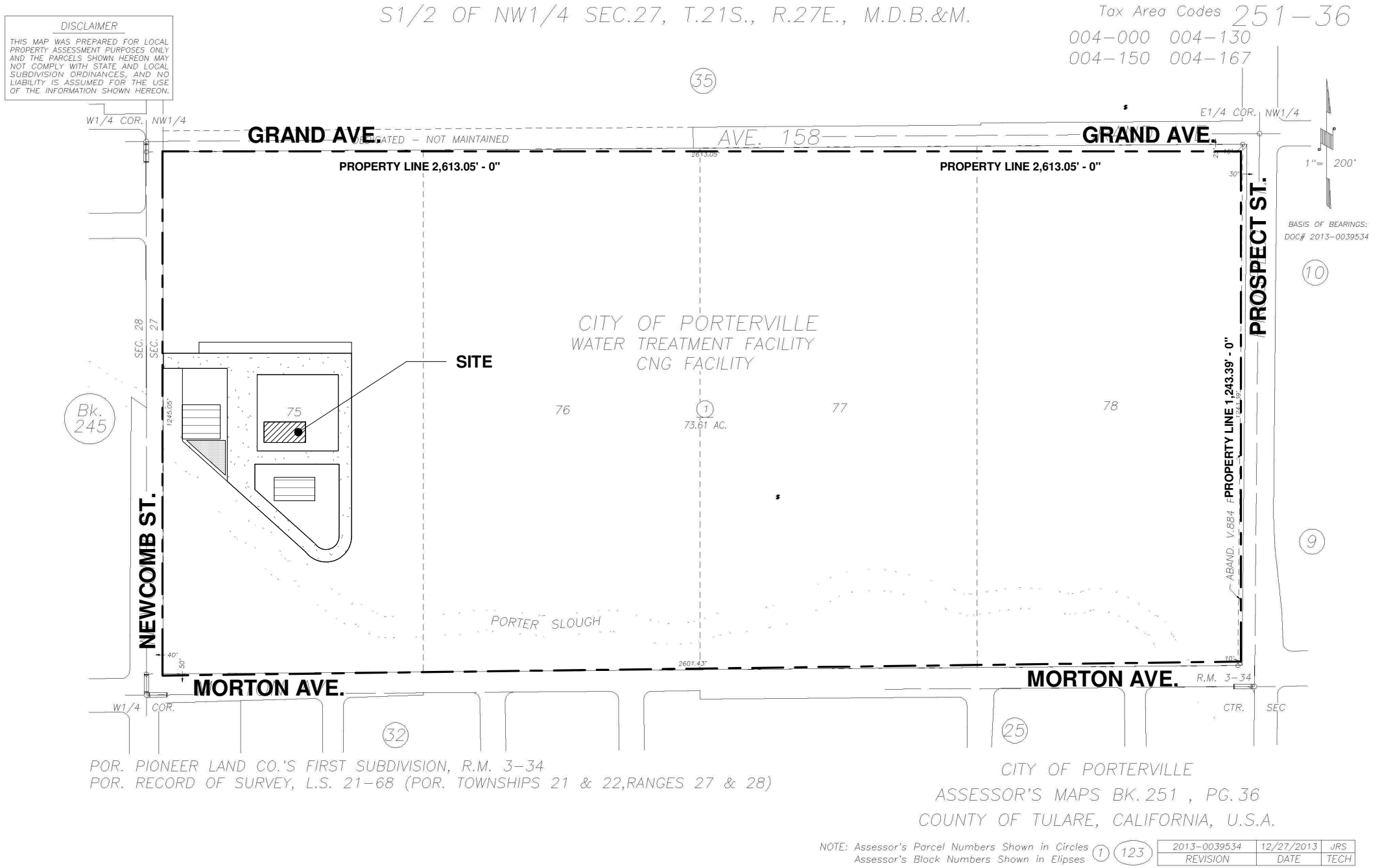
ESTIMATES PER CSI SPECIFICATION SECTIONS:

024000 – DEMOLITION:	$10,000 ALLOWANCE
060000 – WOOD FRAMING:	$12,370.00
070000 – THERMAL:	$7,700.00
081000 – DOORS:	$9920.00
092900 – GYPSUM WALL:	$9702.50
093000 – TILE WALL:	$23,622.50
095000 – CEILINGS:	$10,969.50
096000 – FLOOR:	$3290.00
097000 – WALL PANELS:	$1708.00
099000 – PAINT:	$6317.00
100000 – ACCESSORIES/SIGN:	$26,401.50
120000 – COUNTERTOP:	$3375.00
120000 – CASEWORK:	$8190.00
210000 – FIRE SUPPRESSION:	$6320.00
220000 – PLUMBING:	$77,150.00
230000 – HVAC:	$28,080.00
260000 – ELECTRICAL:	$18,390.00
270000 – DATA:	$4560.00
280000 – FIRE SAFETY ALARM:	$6160.00
321700 – PAVING:	$1886.00
SUBTOTAL:	**$276,112.00**
CONTRACTOR 10%:	**+$27,611.20**
CONTINGENCY 10%:	**+$27,611.20**
ESCALATION 8%:	**+$22,089.00**
TOTAL:	**$353,423.40**

NOTE
Note that this estimate is based on rough calculations for the region associated with Porterville, California, and should be used with the assumption that costs will vary from month to month and between contractors. This estimate is only good for 60 days before escalation or recession is expected due to recent market fluctuations.

Sincerely,

Andrew Goodwin, AIA, LEED AP
Architect, Owner


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.
S1/2 OF NW1/4 SEC.27, T.21S., R.27E., M.D.B.&M.
Tax Area Codes 251-36
004-000 004-130
004-150 004-167
35
W1/4 COR. NW1/4
GRAND AVE.
DEDICATED - NOT MAINTAINED
AVE. 158
GRAND AVE.
E1/4 COR. NW1/4
PROPERTY LINE 2,613.05' - 0"
2613.05'
PROPERTY LINE 2,613.05' - 0"
1" = 200'
BASIS OF BEARINGS:
DOC# 2013-0039534
10
PROSPECT ST.
CITY OF PORTERVILLE
WATER TREATMENT FACILITY
CNG FACILITY
SITE
SEC. 28
SEC. 27
Bk. 245
75
76
1
73.61 AC.
77
78
1245.05'
PROPERTY LINE 1,243.39' - 0"
1243.39'
ABAND. V.884 P.
NEWCOMB ST.
PORTER SLOUGH
9
40'
50'
2601.43'
10'
MORTON AVE.
MORTON AVE.
R.M. 3-34
W1/4 COR.
CTR. SEC
32
25
POR. PIONEER LAND CO.'S FIRST SUBDIVISION, R.M. 3-34
POR. RECORD OF SURVEY, L.S. 21-68 (POR. TOWNSHIPS 21 & 22,RANGES 27 & 28)
CITY OF PORTERVILLE
ASSESSOR'S MAPS BK. 251 , PG. 36
COUNTY OF TULARE, CALIFORNIA, U.S.A.
NOTE: Assessor's Parcel Numbers Shown in Circles (1)
Assessor's Block Numbers Shown in Elipses (123)
2013-0039534 | 12/27/2013 | JRS
REVISION | DATE | TECH

SUBJECT: Authorization to Distribute Request for Qualifications to Add to the Current List of On-Call Engineering Services Consultants

SOURCE: Engineering and Project Management

COMMENT: In a response to a Request for Qualifications (RFQ) to develop a list of on-call engineers, at its meeting on April 19, 2022, the City Council approved the selection of three firms to serve on the list for up to five years, with an initial three-year term and up to two one-year extensions. At the request of Council Member Mesiter, at its meeting on April 4, 2023, the Council considered and directed staff to prepare again the distribution of an RFQ to add to the list of qualified engineers given the tremendous volume of City capital improvement projects, including some that require highly specialized firms to participate in the design. Consistent with its direction, staff requests that the Council authorize the redistribution of an RFQ to add to the list of qualified engineers to help ensure that the list is sufficient to meet the current and upcoming project demands.

RECOMMENDATION: That the City Council authorize staff to redistribute a Request for Qualifications to add to the list of qualified Engineers for on-call services.

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE, CALIFORNIA

REQUEST FOR QUALIFICATIONS

Engineering Consulting Services – Extension of Current On-Call List

ON CALL SERVICES
Valid through 4/19/2022 (with two possible 1-year extensions)

PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
July 2023

REVIEWED BY:

Daniel Cervantez
City Engineer

APPROVED BY:

Javier Sanchez, Jr.
Eng. & Project Management Dir.

I Introduction and Objectives:

The City of Porterville (hereinafter referred to as ''CITY'') is requesting proposals to establish a list of competent consultants to provide on-call engineering consulting services for multiple Capital Improvement Projects through task orders on an as-needed basis. The City is seeking professional on-call consultant services to assist the City in successfully completing complex Capital Improvement and Maintenance and Operations Projects.

II Examination of Proposal Documents:

By submitting a proposal, each consultant represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the objectives of CITY.

III Addenda/Clarifications:

Any CITY changes to this RFP will be made by written addendum. No verbal modification/s shall be binding.

IV Proposal Requirements:

Proposals for this project will be accepted at this office until 4:00 p.m., on Tuesday, August 22, 2023. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked “On-Call Engineering Services Proposal for the City of Porterville.” Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Daniel Cervantez, City Engineer
Engineering & Project Management Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all proposals, which do not meet the requirements of this RFP and/or any portion of the requirements of this project.

V Pre-Contractual Expenses:

Pre-contractual expenses are defined as expenses incurred by the consultant in: 1) Preparing and reproducing its proposal in response to this RFP; 2) Submitting its proposal to CITY; 3) Negotiating with CITY any matter related to this RFP and consultant's proposal; 4) Other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by consultants in the preparation of proposals. Pre-contractual expenses shall not be included in the fee proposal.

VI Exceptions/Deviations:

Any exceptions to the requirements of this RFP must be included in the consultant's proposal. Such exceptions must be included as a separate element of the proposal entitled “Exceptions and Deviations”.

VII Consultant's Representative:

The consultant shall assign a responsible representative and an alternate, both of whom shall be identified in the proposal. The consultant's representative shall remain in responsible charge for the duration of the on-call services. Should the consultant's primary representative be unable to continue with the services, the consultant's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of the on-call services. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of the on-call services to the satisfaction of CITY.

VIII Local Agency Representation:

Daniel Cervantez, City Engineer, shall be project manager and contact person for all communications with CITY.

Fabian Mendoza, Construction Project Manager, shall be the City’s alternate representative in this matter.

IX Insurance Requirements:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

- Full liability under Worker’s Compensation laws of the State of California
- General comprehensive liability *(bodily injury and property damage)**
- Professional liability insurance *(errors and omissions)**
- Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than $2 million per occurrence. **The successful Proposer shall maintain the insurance for the life of the Professional Services Agreement (Agreement). Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.**

Endorsements are to be received and approved by the City before work commences. Should Consultant cease to have insurance as required during any time, all work by Consultant pursuant to the Agreement shall cease until insurance acceptable to the City is provided.

Original insurance certificates and endorsements are to be mailed or delivered to:

City of Porterville

X Indemnification:

The consultant shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful consultant and its sub-consultants arising out of performance of the requirements of the Contract.

XI Subcontracting:

Only those firms identified in the Contract as subcontractors or sub-consultants shall be allowed to perform work for the on-call services. Any amendments to this requirement shall be made in writing by prime consultant to CITY. CITY has the right to reject any requested amendments at any time during the course of the on-call services contract.

XII Federal, State, and Local Laws:

The consultant shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. By submitting a proposal, Consultant certifies that they will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulation applicable to contracts utilizing State and Federal Funds.

XIII PROPOSAL EVALUATION CRITERIA:

The Selection Committee will review the proposals submitted and establish a list of finalists based on the pre-established review criteria. If deemed necessary to clarify qualifications, an oral interview with one or more of the firms submitting proposals may be requested after written proposals have been received and reviewed by the City. The City will schedule the time and place for the interview, if determined to be necessary. Each proposer should be prepared to clarify and elaborate on the details set forth in their proposal.

The individual rating and or composite rating and evaluation forms prepared by the Selection Committee will not be revealed. The Selection Committee will review the proposals based on pre-established review criteria and determine the most qualified Proposer(s).

If during the evaluation process the City is unable to assure itself of the Proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the Proposer any information that the City deems necessary to determine the Proposer's capabilities. If such information is required, the Proposer will be notified and will be permitted seven (7) working days to submit the requested information. Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

A. Firm(s) experience with similar on-call services;
B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
C. Firm(s) understanding of the on-call services requirements as demonstrated by proposal thoroughness and meeting RFQ requirements;
D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
E. Firm(s) policy in providing Equal Employment Opportunity; and
F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for the third week of April 2022. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

The process for selection shall occur in the following sequence:

- Review proposals
- Establish a "short list" of qualified firms
- Interview "short listed" firms (at the option and discretion of the City)
- Identify best qualified firm(s)
- Recommend award of Professional Services Agreement to City Council to create On-call list

Consultant selection shall be based on the information provided in the proposals received in response to the RFQ. The City intends to identify one or more consulting firms with which to enter into Professional Services Agreement for on-call services. The City reserves the right to make the selection of a Consultant(s) based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein. The City reserves the right to reject any or all proposals, to waive any informality in any proposal, to sit and act as sole judge of the merit of each response submitted, to select a consultant, and to award in any manner which is more favorable to the City of Porterville.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached

within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTs shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTs desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as sub-consultants. The list of chosen on-call CONSULTANTs is expected to be presented at the City Council meeting scheduled for Tuesday, April 19, 2022, or the City Council meeting scheduled for Tuesday, May 3, 2022. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal formats of Caltrans' LAPM Chapter 10. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

B. lf the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.

C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project contract. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract

shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX PROPOSAL FORMAT AND CONTENT:

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the Proposer may be cause for rejection of said proposal. If, in the opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal. Proposals shall be brief and include a concise address of the following information:

A. *Firm Experience:*

1. Five years of experience in municipal civil engineering.
   a. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.

2. Possession of current Civil Engineering License(s) in the state of California is required.

3. Knowledge of current municipal engineering practices and techniques.

4. Knowledge of methods and techniques used in the design, construction, and inspection of a variety of municipal public works projects.

5. Knowledge of California Subdivision Map Act and experience with preparing and or reviewing for Map Act conformance tentative and final subdivision and parcel maps.

6. Relevant experience working with Tulare County, Caltrans, local utility companies, and local irrigation districts is highly desirable.

7. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. *Consultant Team:*

Name of prime consulting firm, sub-consultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.

2. If sub-consultants are used, names of sub-consultant key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each sub-consultant.

3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. *Proposal Format:*

1. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.

2. Proposals should include, but not be limited to, the following:
   a. Cover letter highlighting the firm/teams relevant qualifications as the relate to this RFQ
   b. Page numbering, table of Contents, and section dividers with tabs if applicable;
   c. Identification of offering firms, including name, address, and telephone number of each firm;
   d. Prime CONSULTANT organizational chart, which includes sub-consultant(s) with names and titles of personnel to be used for this project;
   e. Type of organization (individual, partnership, or corporation) and, if applicable, indicate whether you are a Small Business, Disadvantaged Business, Minority and/or Women-Owned Business and appropriate registration numbers for applicable category;
   f. Acknowledgment of receipt of RFQ addenda, if any;
   g. Concise, complete response to the technical aspects requested in the “On-Call Engineering Services Consultant Qualifications and Selection Criteria”;
   h. References and Referrals – Provide public agency references (ideally four should be included) for similar assignments directly involving the Principal-In-Charge, Project Manager, and Engineer of Record. Past experience should be specific to preparing construction documents (plans specifications and estimates) for typical municipal engineering and public works projects; bidding assistance, and construction support for these types of projects. The location and reference (agency name, contact person with email address and telephone number(s) shall be included for each agency listed.

i. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES – ON CALL SERVICES

The City of Porterville (hereinafter referred to as ''CITY'') is requesting proposals to potentially add to the current list of competent consultants to provide on-call engineering consulting services for multiple Capital Improvement Projects through task orders on an as-needed basis. The list is valid through April 19, 2025, with two possible 1-year extensions.

The City has limited professional and technical staff and with a robust Capital Improvement Project (CIP) budget and continued interest in private development (residential, commercial, retail, and industrial) the City needs assistance with a variety of municipal civil engineering services.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

CONSULTANT RESPONSIBILITIES:

The City is seeking professional on-call consultant services to assist the City in successfully completing complex Capital Improvement and Maintenance and Operations Projects and reviewing and providing recommendations on private development projects.

The Consultant should expect that all aspects of project specific construction document development, survey, modeling, or other technical report preparation will be to current City standards, policies, procedures, regulations, and methods. Lacking a City standard, policy, procedure, or regulation the Consultant shall rely upon and use Caltrans Standards or industry standards/methodologies for preparation of construction documents, reports, analysis, and modeling. Standards and methodologies used shall be approved by the City prior to performing any work on the project.

Task orders may vary significantly in size and scope and will be determined in greater detail as each task order is assigned. The City will discuss the scope of services with the selected Consultant prior to issuing a task order. The Consultant will be responsible for preparing a detailed scope and fee estimate for each task order. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to reject the Consultant's scope and fee and negotiate with another firm.

The Consultant may be required to perform field data collection necessary to complete the requirements of a specific task order. The Consultant is solely responsible for safety of its employees including any sub-consultant employees during any field operations. With the exception of surveying, work within the City's right of way will require a no fee encroachment permit.

The Consultant shall coordinate with all utility companies during any task order that has the potential to interfere, cross, parallel (within limits of utility's concerns), or require alteration of any utility infrastructure. This requirement shall be adhered to throughout the duration of the task order. Meetings, including field meetings with utility company representatives, should be considered necessary to insure proper coordination throughout the duration of the task order. Consultant shall provide construction administration (reviewing submittals, responding to

requests for information (RFI), assisting with review and making recommendation on contract change orders), and making field inspections of related public improvements when included with a task order.

Consultant shall provide project management to a level commensurate with the task order executed including clearly defined lines of communication between the City and the Consultant, coordination necessary for successful completion of the task order, timely invoicing for services render, and notification of tasks outside the executed task order.

The main categories of work and services to be provided will include:

1. Prepare engineering or public works reports, investigations, studies and evaluations as from time to time may be required and directed by the City Engineer. Work product would typically be expected in Microsoft Word or Excel or other appropriate Office Suite format.
2. For private development projects, review and provide written comments related to construction documents including plans and specifications for compliance with City standards, specifications, and relevant laws, rules and regulations.
3. Prepare plans, specifications, estimates and other construction documents for a variety of municipal public works projects. Provide bid assistance and construction support throughout project construction, and assist with project closeout activities as needed to comply with applicable county, state or federal funding sources reporting requirements.
4. Perform record research.
5. Determine locations of property lines, boundaries, easements and rights-of-way.
6. Establish and adjust benchmarks.
7. Establish and monument street center lines and street intersections.
8. Perform traditional topographic surveys and aerial topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features including necessary office surveying to support field work.
9. Perform all survey-related and, when required, engineering-related computations and drawings using traditional methods and/or using computer methods currently available within the City.
10. Prepare and interpret deeds and legal descriptions.
11. Develop legal descriptions and plat maps.
12. Other engineering-related tasks as necessary.

The scope of the engineering services may or may not require the use of sub-consultant services for data collection, public outreach (public relations), and other tasks as they arise and are not covered by the Consultant's own forces. Each sub-consultant used on a specific project/task order must have written approval from the City of Porterville prior to proceeding with a task order.

The above list is not intended to be comprehensive; additional services may be identified through the preparation of a specific task order. Without penalty, the Consultant will be given the opportunity to excuse themselves from performing the task order if identified tasks are not part of the Consultant's expertise or if the Consultant does not have sufficient available work force to complete the task order in the time frame expected.

CITY RESPONSIBILITIES:

1. Compensate the Engineering Consultant as provided in the executed contract agreement and approved task order.
2. Provide a "City Representative" who will represent the City and who will work with the Engineering Consultant in carrying out the provisions of the RFQ and assigned task order(s).
3. Prepare a project specific task order.
4. Provide available data pertinent to task order.
5. Provide the Consultant with City documents including policies, procedures, regulations and standards pertinent to the task order.
6. Provide topographical survey data in AutoCAD format for the Consultant's use or request the Consultant to include necessary survey as part of the Consultant's task order.
7. Provide geotechnical information as part of a separate agreement or request the Consultant to include necessary geotechnical investigations as part of the Consultant's task order.
8. Attend meetings with Consultant; conduct meeting where appropriate.
9. Provide a list of stakeholders, utility company representatives, and other agency personnel involved with a specific task order.
10. Examine documents submitted to the City by the Engineering Consultant and timely render decisions pertaining thereto.
11. Give reasonably prompt consideration to all matters submitted by Engineering Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.
12. Provide necessary environmental processing (including CEQA and NEPA), Storm Water Pollution Prevention Plan (SWPPP), Dust Control Plan (DCP), and Indirect Source Review (ISR) based on tasks identified in task order or request the Consultant to include necessary environmental reviews, SWPPP, DCP, and/or ISR as part of the Consultant's task order.

MEETINGS:

After full execution of a task order, the selected Consultant(s) shall meet with the City Engineer or the City Project Manager and other City staff as needed to obtain project specific requirements for all reviews and preparation of plans, specifications, other construction documents, studies, analyses, surveys, modeling, and other technical reports.

The Consultant shall hold additional meetings as necessary with stakeholders (including other permitting agencies) and various City Departments as the project progress to insure other agency/stakeholder and City Department requirements are understood and addressed in any reports or analysis submitted to the City for review and approval.

The Consultant will be expected to meet with various City Staff, the Board of Public Utilities, and other stakeholders from time to time to provide recommendations and provide updates on the status of the project.

DELIVERABLES:

All public improvement design work performed by the Consultant shall meet current City Design Standards and Technical Specifications at the time a task order is executed. The Consultant should expect to submit construction documents at a preliminary stage, then 60%,

90%, and 100% complete stages. Exact tasks, deliverables, and schedules will be identified in a task order. The Consultant should expect to use a City provided Request For Bid (RFB) Word template containing General and Special Provisions as a starting point for preparing the construction ready RFB.

If a specific task order is time sensitive, the City will provide the expected timeframe before assigning the task order. The Consultant, at no risk to assignment of future task orders, shall notify the City if the services cannot be provided that meet or exceed the specified timeframe. Consultants that accept time sensitive task orders and fail to meet the required schedule may be passed over for future assignments. The City will consider delays outside the Consultant's control when a schedule is not met.

The Consultant shall provide a working schedule indicating major milestones to complete the work identified in the task order once the scope and approach have been agreed to by the City and Consultant. The Consultant should expect a draft, a final draft, and final signed submittal for reports and analyses prepared by the Consultant. The Consultant's schedule shall include the various submittals expected for each task order and provide sufficient time for the City to review and make comments.

SCHEDULE:

The proposal phase schedule is as follows:

City releases RFP for On-Call Engineering & Surveying Services……..July 22, 2023
Consultant Proposal Due.……August 22, 2023
Consultant interviews (if deemed necessary)……3rd week of September 2023
City Council awards contract……..(tentative) October 2023
Estimated start of On Call Services Contract…….……Upon Council Award

CONSULTANT SELECTION RATING FORM Project Name: Date: Project Number: Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM Score	FIRM Score	FIRM Score	FIRM Score
a. Capability to perform all or most aspects of the project.	0-10				
b. Recent experience in projects comparable to the proposed project.	0-10				
c. Firm's reputation for professional integrity and competence.	0-5				
d. Key personnel's professional background and caliber.	0-7				
e. Adequate qualified personnel available for assignment to the project.	0-5				
f. Recent experience in specialized areas of expertise associated with the project.	0-5				
g. Demonstrated ability to meet schedules or deadlines.	0-10				
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7				
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10				
j. Quality of project previously undertaken.	0-10				
k. Familiarity with and proximity to the geographic location of the project.	0-5				
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3				
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5				
n. Degree of interest shown in undertaking the project.	0-3				
o. Evidence that consultant is an equal opportunity employer.	0-2				
p. Proximity of firm's office to project.	0-3				
TOTAL SCORE:					
RANKING:					

Highest Possible Score = 100

SERVICE AGREEMENT

DATE:

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and *(insert name)*, hereinafter referred to as "CONSULTANT".

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

Project Name:

Description of Project: In general, Consultant to provide (plans and specifications) (services) for the (proposed project). Details are summarized in the Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis (and/or not to exceed _____ Dollars ($))..

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

injuries to third parties, including employees of CITY and CONSULTANT.

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

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

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

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE	CONSULTANT
By_____	By_____
Date_____	Date_____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] $ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 0.00

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] $ 0.00

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00

l) **TOTAL OTHER DIRECT COSTS** $ 0.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 0.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00		500	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	*	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	*	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	*	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	*	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	*	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$257,871.10	
	Direct Labor Subtotal before Escalation			=	$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:_____ Title *: $ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount $_____ Date ___

For Combined Rate				
	Fringe Benefit %	+ General &Administrative %	=	Combined ICR%
		OR		
For Home Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Home Office ICR%
For Field Office Rate				
	Fringe Benefit %	+ General &Administrative %	=	Field Office ICR%

Fee	=	%

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight[3]	OT (1.5x)	OT (2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Land Surveyor **	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	$00 - $00

(Add pages as necessary)

NOTES:
1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs				$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00
Vehicle				$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:_____ Title*: $ 0.00 _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study) Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. Title 23 United States Code Section 112 - Letting of Contracts
16. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
17. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
18. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name:_____ Title*: _____ $ 0.00

Signature: _____ Date of Certification (mm/dd/yyyy) _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT TITLE VI APPENDICES A-E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN THE EXECUTED CONTRACT FOR ALL FEDERAL-AID PROJECTS, REFER TO ARTICLE XXXII. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and is to be used for state-only funded contracts as well.

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (*NAME OF STATE*)
The Project Manager for the "CONSULTANT" will be *(NAME)*
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT.")*

A. CONSULTANT Services
Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way
State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys
State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations
State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs. Use Exhibit 10-H1: Cost Proposal Format)

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the

Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H3: Cost Proposal Format).

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. *Use Exhibit 10-H2: Cost Proposal Format).*

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. (*Local Agency to include either (a) or (b) below; delete the other one)*
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination

of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum agreements. Use Exhibit 10-H1: Cost Proposal Format)

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT

number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from

subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor
Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. 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, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A

list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is_____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of

DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations).

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.

2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.

3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

(Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations).

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

(Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper)

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, 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 furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:
(CONSULTANT)
(NAME), Project Manager
(ADDRESS)

LOCAL AGENCY:
(LOCAL AGENCY)
(NAME), Contract Administrator
(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
(Signature) (Name of Signer)	(Signature) (Name of Signer)
Date:	Date:

SUBJECT: Authorization to Negotiate a Consultant Contract - Self Evaluation and Transition Plan

SOURCE: Engineering and Project Management

COMMENT: At its meeting on March 21, 2023, the City Council authorized the distribution of a Request of Qualifications (RFQ) for qualified consultants/firms to compile and implement a comprehensive Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan. On May 10, 2023, staff received a total of six Statements of Qualifications (SOQs) for the City's Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan. Staff reviewed and rated the SOQs from each of the firms in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" to ensure that the firm is qualified and that their submittal met the guidelines of the RFQ. The details of the consultants/firms and their respective SOQ scores are as follows:

Sally Swanson Architects, Inc. San Francisco, CA	94.3
Bureau Veritas Sacramento, CA	86.0
SZS Engineering Access, Inc. Sacramento, CA	82.3
Arcor Inc. San Diego, CA	78.0
Partner Engineering and Science, Inc. Irvine, CA	76.0
BlueDAG Rancho Cordova, CA	70.0

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

RECOMMENDATION: That the City Council:
1. Authorize staff to negotiate a scope of services contract with Sally Swanson Architects, Inc.; and

2. Authorize staff to negotiate a scope of services contract with Bureau Veritas if staff is unable to negotiate an acceptable contract with Sally Swanson Architects, Inc.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SUBJECT: Authorization to Negotiate a Consultant Contract - Emergency Operations Center & Public Safety Headquarters

SOURCE: Engineering and Project Management

COMMENT: At its meeting on May 16, 2023, the City Council authorized the distribution of a Request for Qualifications (RFQ) for design services for the Emergency Operations Center (EOC) & Public Safety Headquarters. On June 21, 2023, staff received five Statements of Qualifications (SOQs) for the design of the EOC & Public Safety Headquarters. Staff reviewed and rated the firms in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering and Similar Services" to narrow down the firms that would move on to the interview portion of the selection process. Of the five firms that submitted SOQs, three were invited to move to the interview process.

Consultant interviews were conducted on July 10, 2023, and the firms were ranked based on a combination of the presentations given and the answers provided to a standard set of questions regarding the project. The results of the interviews are as follows (65 total points possible):

1) Darden Architects Fresno, CA	54 pts
2) COAR Design Group Santa Rosa, CA	53 pts
3) PBK San Luis Obispo, CA	45.3 pts

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

RECOMMENDATION: That the City Council:
1) Authorize staff to negotiate a scope of services contract with Darden Architects; and
2) Authorize staff to negotiate a scope of services contract with COAR Design Group if staff is unable to negotiate an acceptable contract with Darden Architects.

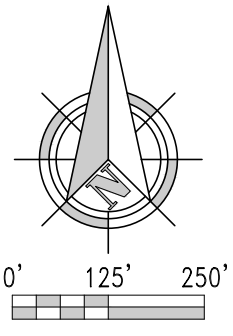
ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



SCALE: 1" = 250'

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

PROPOSED EOC PROJECT

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	5/10/2023

SHEET 1 OF 1

SUBJECT: Acceptance of Grant Deeds for the Villa Street Reconstruction Project

SOURCE: Community Development

COMMENT: The Villa Street Reconstruction Project consists of the reconstruction of Villa Street between Olive and Henderson Avenues. The project, which will widen Villa Street to the standard sixty (60) foot width of right of way, includes upgrading of signal equipment, replacement of the bridge over the Porter Slough and installation of a box culvert and pipe culvert extension at the Porter Slough. Implementation of the project requires the acquisition of right of way from the following properties:

APN	Owner	Area of Acquisition	Amount
252-251-021 252-251-023	Hasnain	3 SF 104 SF	$45 $1,055
252-260-031	Semple	191 SF	$5,400
252-260-032	Putnam 590 LLC	3 SF	$500
252-293-007*	Zajicek	6 SF	$500

The City's right of way acquisition consultant has negotiated the acquisition of the properties identified above in the accepted amounts also listed above, with the exception of APN 252-293-007, which is still pending. The terms of the purchases are outlined in the Purchase Agreements, which are provided herein, as are the draft Resolutions.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolutions accepting the Grant Deeds for portions of APNs 252-251-021, 252-251-023, 252-260-031, 252-260-032, and 252-293-007;
2. Authorize the Mayor and City Manager to sign all necessary documents;
3. Authorize staff to make payment to property owners after the close of escrow; and
4. Authorize staff to record all documents with the County Recorder.

ATTACHMENTS:

1. Draft Resolution - APN 252-251-021
2. Draft Resolution - APN 252-251-023
3. Purchase Agreement - APN 252-251-021 and -023
4. Draft Resolution - APN 252-260-032
5. Purchase Agreement - APN 252-260-032
6. Draft Resolution - APN 252-260-031
7. Purchase Agreement - APN 252-260-031
8. Draft Resolution - APN 252-293-007
9. Purchase Agreement - APN 252-293-007
10. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM GRANTOR FOR STREET IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for street improvements from Abbas Hasnain, a married man as his sole and separate property, ("Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of $45 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said Deed is 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.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By:_____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION

RIGHT-OF-WAY

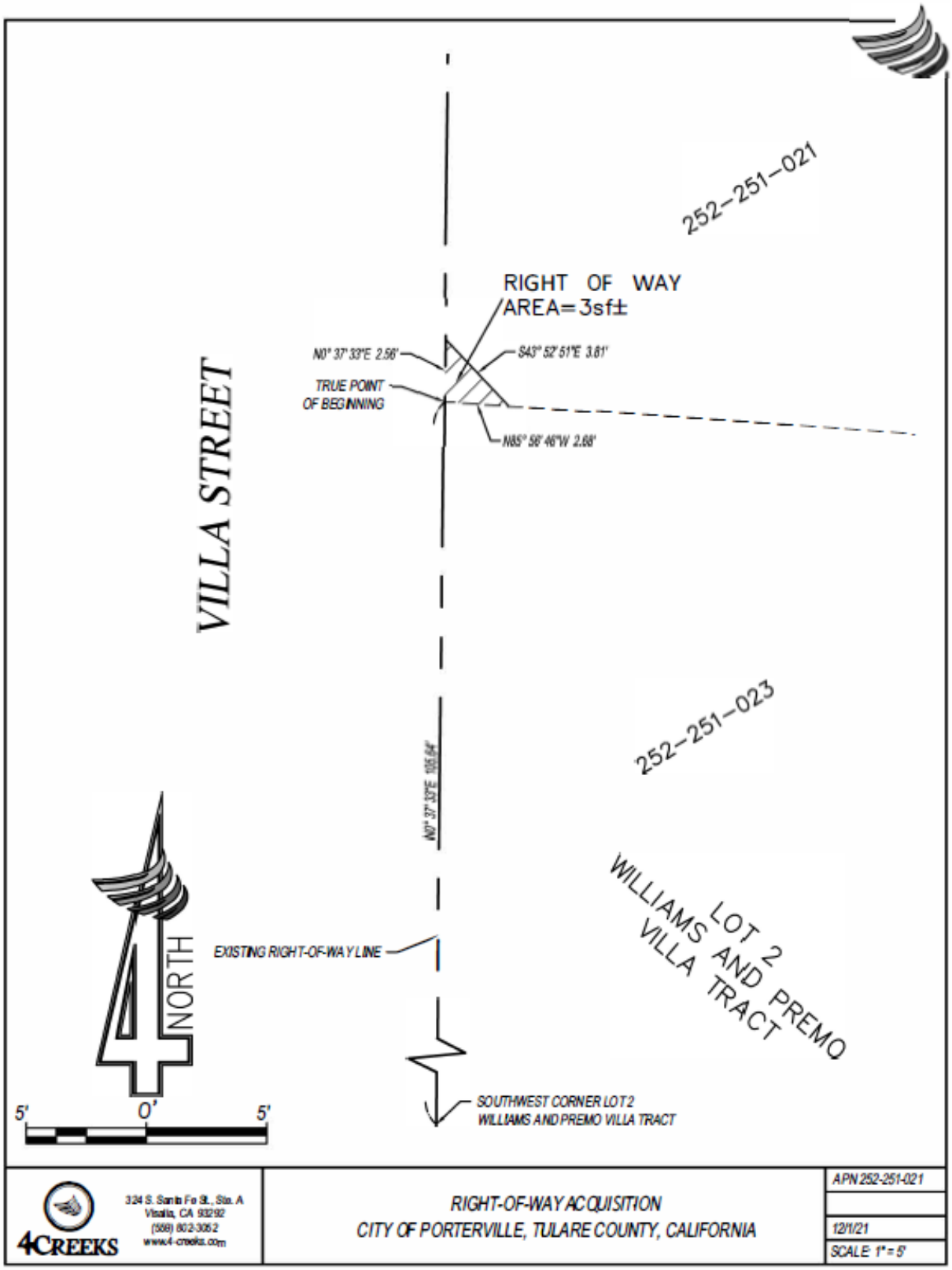
A portion of Lot 2 of the Williams and Premo Villa Tract as per map recorded in Book 7 of Maps, at Page 64, of Official Records, being situated in the Southwest quarter of Section 26, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Southwest corner of said Lot 2;
Thence North 0° 37’ 33” East, along the West line of said Lot 2, a distance of 105.64 feet to the True Point of Beginning;
Thence continuing North 0° 37’ 33” East, 2.56 feet;
Thence South 43° 52’ 51” East, 3.81 feet;
Thence North 85° 56’ 46” West, 2.68 feet to the True Point of Beginning.

Containing approximately 3sf

(Portion of Tulare County APN 252-251-021)

EXHIBIT B


252-251-021
RIGHT OF WAY
AREA=3sf±
N0° 37' 33"E 2.56'
S43° 52' 51"E 3.61'
TRUE POINT
OF BEGINNING
N85° 56' 46"W 2.68'
VILLA STREET
252-251-023
N0° 37' 33"E 105.64'
WILLIAMS AND PREMO VILLA TRACT LOT 2
EXISTING RIGHT-OF-WAY LINE
NORTH
5'
0'
5'
SOUTHWEST CORNER LOT 2
WILLIAMS AND PREMO VILLA TRACT
4CREEKS
324 S. Santa Fe St., Ste. A
Visalia, CA 93292
(559) 802-3052
www.4-creeks.com
RIGHT-OF-WAY ACQUISITION
CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA
APN 252-251-021
12/1/21
SCALE 1"=5'

RESOLUTION NO. _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM GRANTOR FOR STREET IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for street improvements from Abbas Syed Hasnain, MD, a married man as his sole and separate property, ("Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of $1,055 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said Deed is 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.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By:_____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION
RIGHT-OF-WAY

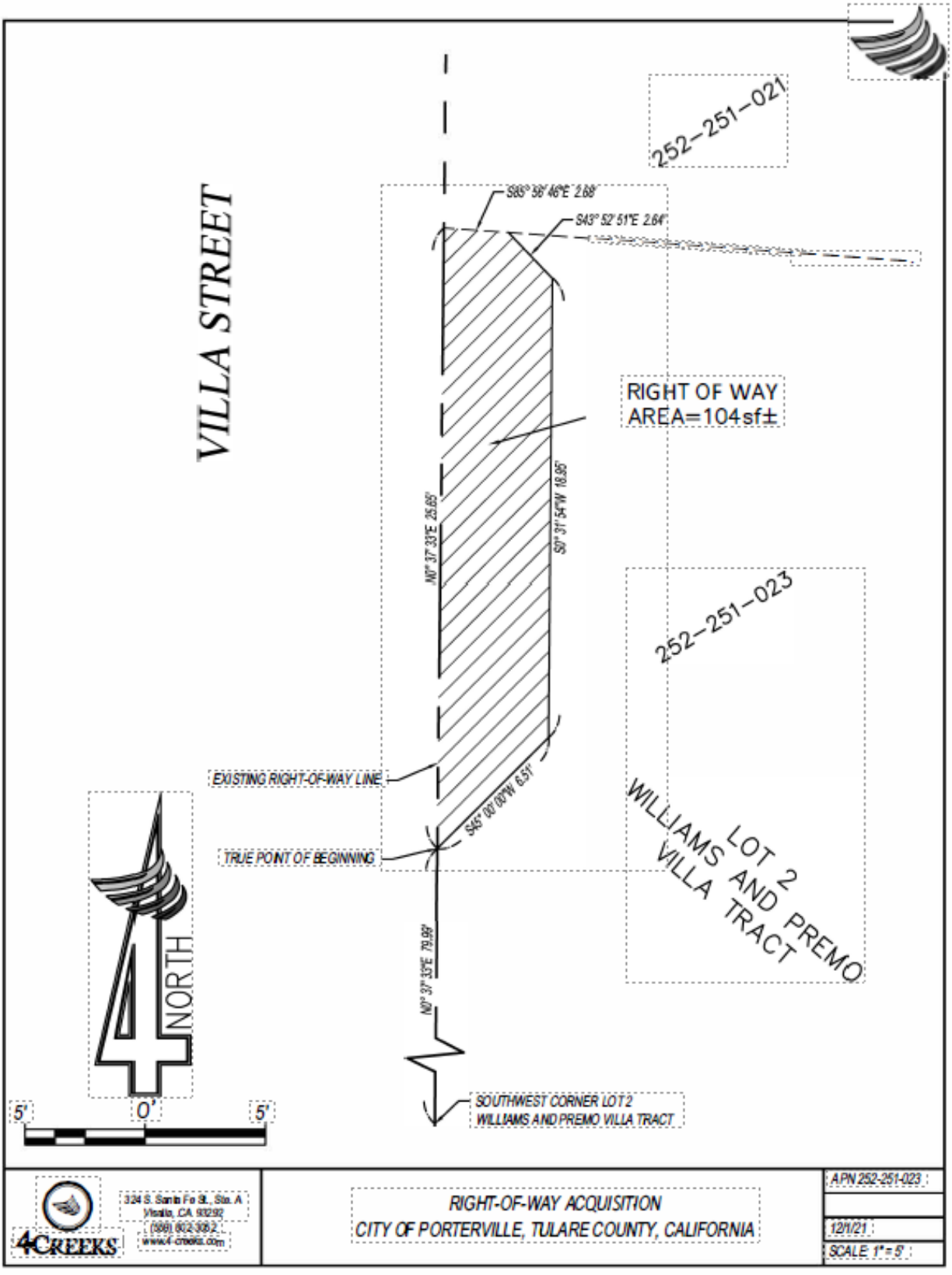
A portion of Lot 2 of the Williams and Premo Villa Tract as per map recorded in Book 7 of Maps, at Page 64, of Official Records, being situated in the Southwest quarter of Section 26, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Southwest corner of said Lot 2;
Thence North 0° 37’ 33” East, along the West line of said Lot 2, a distance of 79.99 feet to the True Point of Beginning;
Thence continuing North 0° 37’ 33” East, 25.65 feet;
Thence South 85° 56’ 46” East, 2.68 feet;
Thence South 43° 52’ 51” East, 2.64 feet;
Thence South 0° 31’ 54” West, 18.95 feet;
Thence South 45° 00’ 00” West, 6.51 feet to the True Point of Beginning.

Containing approximately 104sf

(Portion of Tulare County APN 252-251-023)

EXHIBIT B


VILLA STREET
252-251-021
S65° 56' 46"E 2.68'
S43° 52' 51"E 2.64'
RIGHT OF WAY
AREA=104sf±
N0° 37' 33"E 25.65'
S0° 31' 54"W 18.95'
252-251-023
EXISTING RIGHT-OF-WAY LINE
S45° 00' 00"W 6.51'
TRUE POINT OF BEGINNING
WILLIAMS AND PREMO VILLA TRACT
LOT 2
N0° 37' 33"E 79.99'
SOUTHWEST CORNER LOT 2
WILLIAMS AND PREMO VILLA TRACT
NORTH
5'
0'
5'
4CREEKS
324 S. Santa Fe St., Ste. A
Visalia, CA 93292
(559) 802-3052
www.4-creeks.com
RIGHT-OF-WAY ACQUISITION
CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA
APN 252-251-023
12/1/21
SCALE: 1" = 5'

DocuSign Envelope ID: 835FC4D7-4CBA-4D51-95BA-6E04D6F67847

ASSESSOR PARCEL NO.: 252-251-021 and 252-251-023
PROJECT: Villa Street Reconstruction Project
OWNER: Abbas Hasnain aka Abbas Syed Hasnian, MD

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Abbas Hasnain also known as Abbas Syed Hasnian, MD, a married man as his sole and separate property (hereinafter called "Grantor"), and

The City of Porterville, a California municipal corporation (hereinafter called "City").

Instruments the form of Grant Deeds ("Deeds") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **ONE THOUSAND ONE HUNDRED DOLLARS ($1,100)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deeds and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in

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which the Deeds record, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deeds.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably. Bushes along the fence line of -023 shall be removed at City expense and compensated as a cost to cure as part of the total compensation as defined in paragraph 2A.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deeds.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

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During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deeds by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

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i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deeds when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deeds from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $1,100 issued by First American Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

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E. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Abbas Hasnain also known as Abbas Syed Hasnian, MD, a married man as his sole and separate property

DocuSigned by:
_____ Date: 5/3/2023
A1767123833828F4BD...
Abbas Hasnain

DocuSigned by:
_____ Date: 5/3/2023
A1767123833828F4BD...
Abbas Syed Hasnain, MD

GRANTOR'S MAILING ADDRESS:
Abbas Hasnain
22312 W. Thurman Avenue
Porterville, CA 93257

CITY OF PORTERVILLE

By: _____ Date: _____
Martha A. Flores, Mayor

MAILING ADDRESS OF CITY:
City of Porterville
291 N. Main Street
Porterville, CA 93257

RESOLUTION NO. _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM GRANTOR FOR STREET IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for street improvements from Putnam 590, LLC ("Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of $500 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said Deed is 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.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By:_____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

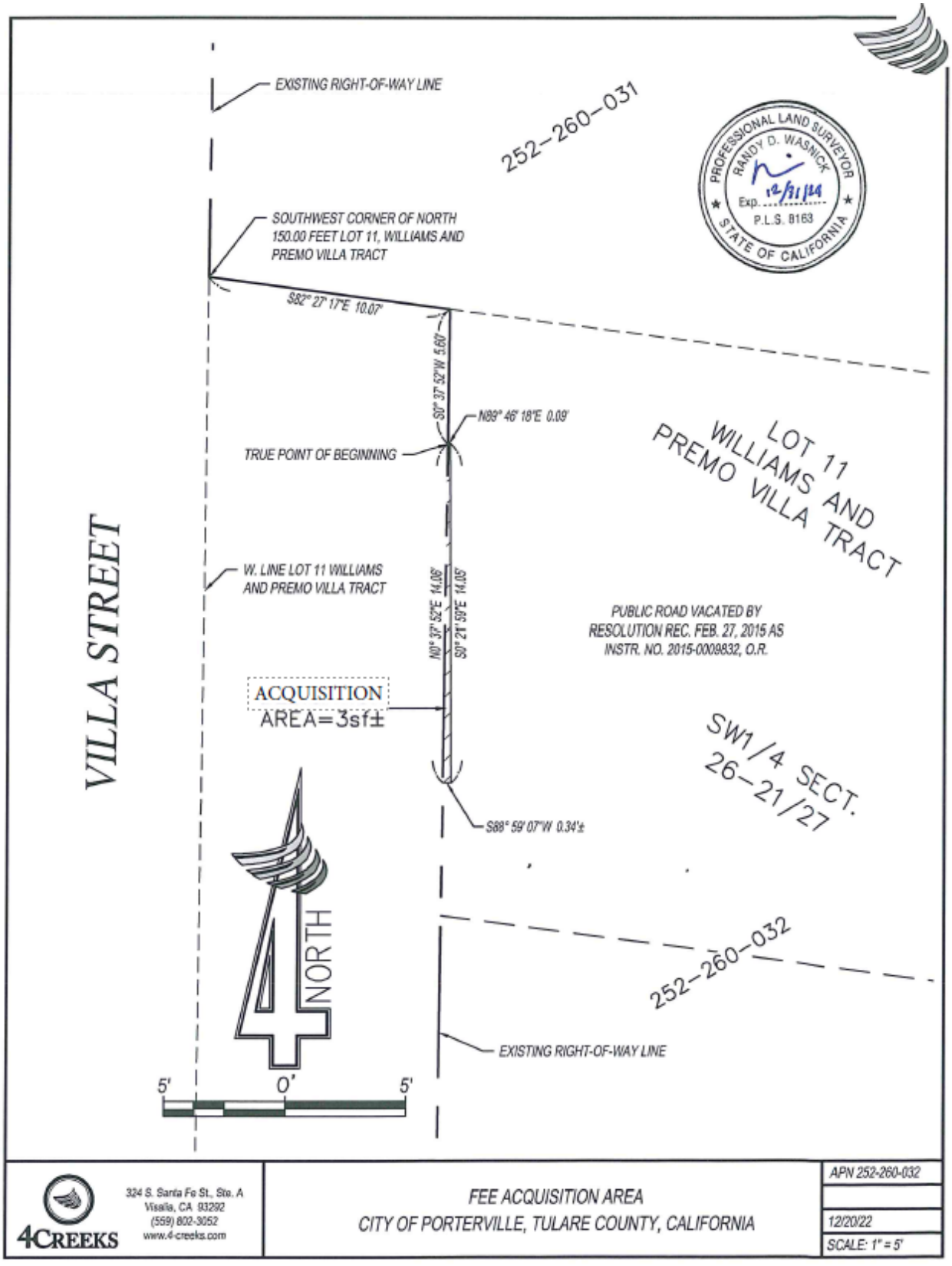
LEGAL DESCRIPTION
FEE ACQUISITION AREA

A portion of that public road vacated by Resolution recorded February 27, 2015 as Instrument No. 2015- 0009832 of Official Records, being a portion of Lot 11 of the Williams and Premo Villa Tract in the Southwest quarter of Section 26, Township 21 South, Range 27 East, Mount diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Commencing at the Southwest corner of the North 150.00 feet of said Lot 11:
Thence South 82° 27' 17" East, along the South line of said North 150.00 feet, a distance of 10.07 feet to an angle point in the existing East right-of-way line of Villa Street;
Thence South 0° 37' 52" West, along said existing East right-of-way line, 5.60 feet to the True Point of Beginning;
Thence North 89° 46' 18" East, 0.09 feet;
Thence South 0° 21' 59" East, 14.05 feet;
Thence South 88° 59' 07" West, 0.34 feet more or less to said existing right-of-way line;
Thence North 0° 37' 52" East, along said existing East right-of-way line, 14.06 feet to the True Point of Beginning.

Containing approximately 3sf
(Portion of Tulare County APN 252-260-032)

EXHIBIT B



4CREEKS
324 S. Santa Fe St., Ste. A
Visalia, CA 93292
(559) 802-3052
www.4-creeks.com

FEE ACQUISITION AREA
CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA

APN 252-260-032
12/20/22
SCALE: 1" = 5'

DocuSign Envelope ID: C7E9D0EA-0353-4CA6-9964-E3E230D165BF

ASSESSOR PARCEL NO.: 252-260-032
PROJECT: Villa Street Reconstruction Project
OWNER: Putnam 590, LLC

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Putnam 590, LLC, a California limited liability company (hereinafter called "Grantor"), and

The City of Porterville, a California municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **FIVE HUNDRED DOLLARS ($500)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in

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which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's

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remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

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i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $500 issued by First American Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

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E. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
Putnam 590, LLC, a California limited liability company

DocuSigned by:
By: John Angell Date: 5/23/2023
E27C289272534B8...
John Angell
Managing Member

DocuSigned by:
By: Date: 5/23/2023
F619EEFFA6BE4DF...
Jaisimaran Sidhu
Managing Member

The Sidhu Living Trust Dated June 18, 1999

DocuSigned by:
By: Simarjit Sidhu Date: 5/23/2023
Simarjit Sidhu, Trustee

GRANTOR'S MAILING ADDRESS:
Putnam 590, LLC
590 W. Putnam Avenue, Suite 1
Porterville, CA 93257

CITY OF PORTERVILLE

By: _____ Date: _____
Martha A. Flores, Mayor

MAILING ADDRESS OF CITY:
291 N. Main Street, Porterville, CA 93257

RESOLUTION NO. _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM GRANTOR FOR STREET IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for street improvements from Gayle I. Semple, Trustee of The Gayle Semple Trust dated 4/15/2019 ("Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of $5,400 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said Deed is 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.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By:_____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION
FEE ACQUISITION AREA

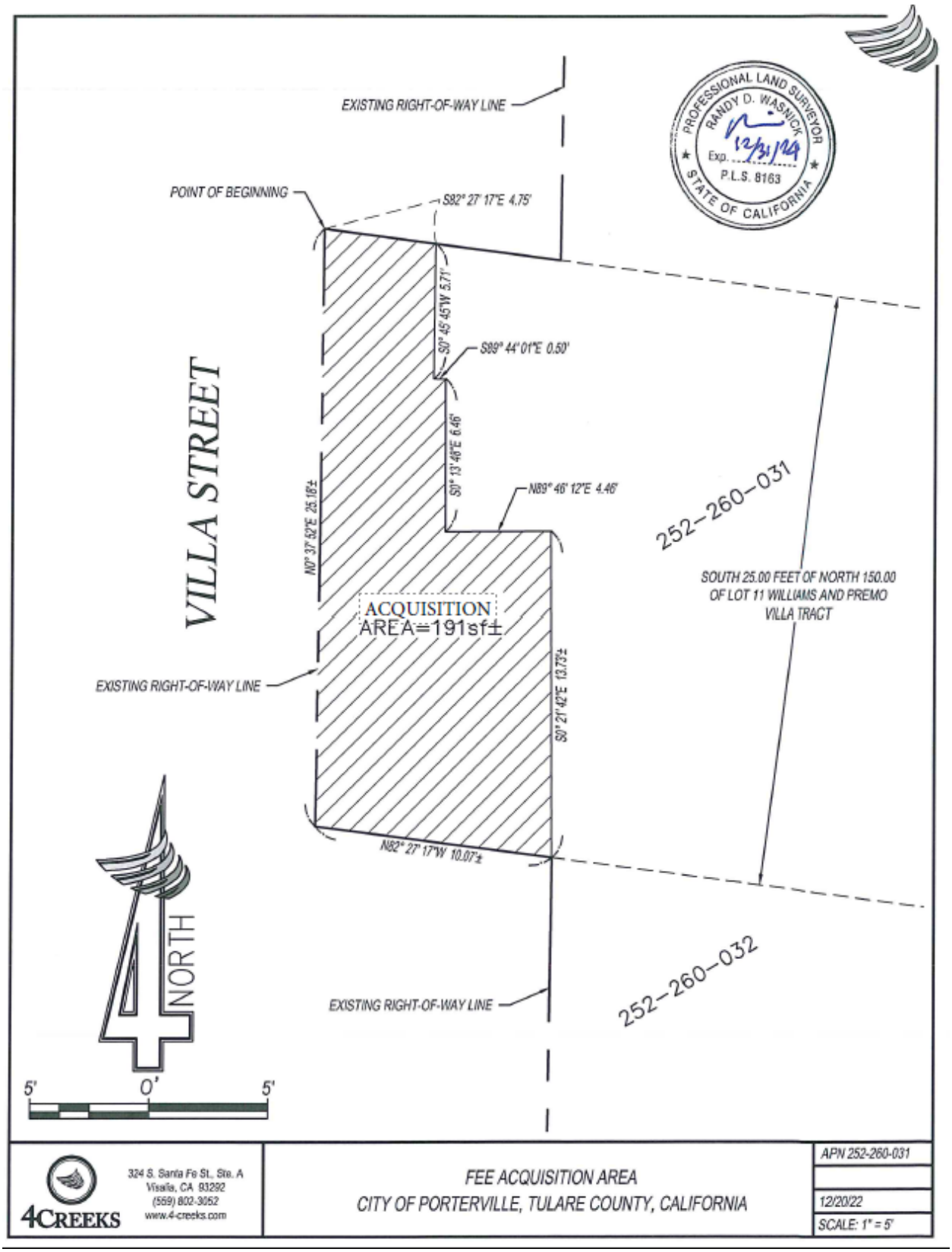
A portion of the parcel of land described as the South 25.00 feet of the North 150.00 feet of Lot 11 of the Williams and Premo Villa Tract as per map recorded in Book 7 of Maps, at Page 64, of Official Records, being situated in the Southwest quarter of Section 26, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Beginning at the Northwest corner of the South 25.00 feet of the North 150.00 feet of said Lot 11; Thence South 82° 27' 17" East, along the North line of said parcel, 4. 75 feet;
Thence South 0° 45' 45" West, 5.71 feet;
Thence South 89° 44' 01" East, 0.50 feet;
Thence South 0° 13' 48" East, 6.46 feet;
Thence North 89° 46' 12" East, 4.46 feet;
Thence South 0° 21' 42" East, 13.73 feet more or less, to the South line of said parcel;
Thence North 82° 27' 17" West, along last said South line, 10.07 feet to the Southwest corner of said parcel;
Thence North 0° 37' 52" East, along the West line of said parcel, 25.18 feet more or less to the Point of Beginning.

Containing approximately 191sf

(Portion of Tulare County APN 252-260-031)

EXHIBIT B


EXISTING RIGHT-OF-WAY LINE
PROFESSIONAL LAND SURVEYOR
RANDY D. WASNICK
Exp. 12/31/24
P.L.S. 8163
STATE OF CALIFORNIA
POINT OF BEGINNING
S82° 27' 17"E 4.75'
S0° 45' 45"W 5.71'
S89° 44' 01"E 0.50'
S0° 13' 46"E 6.46'
N89° 46' 12"E 4.46'
N0° 37' 52"E 25.18±
VILLA STREET
ACQUISITION
AREA=191sf±
EXISTING RIGHT-OF-WAY LINE
S0° 21' 42"E 13.73±
N82° 27' 17"W 10.07±
252-260-031
SOUTH 25.00 FEET OF NORTH 150.00
OF LOT 11 WILLIAMS AND PREMO
VILLA TRACT
NORTH
5'
0'
5'
EXISTING RIGHT-OF-WAY LINE
252-260-032
4CREEKS
324 S. Santa Fe St., Ste. A
Visalia, CA 93292
(559) 802-3052
www.4-creeks.com
FEE ACQUISITION AREA
CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA
APN 252-260-031
12/20/22
SCALE: 1" = 5'

DocuSign Envelope ID: 0F50196C-9BFE-4B4C-8615-F7AFEB8F66FC

ASSESSOR PARCEL NO.: 252-260-031
PROJECT: Villa Street Reconstruction Project
OWNER: Semple Trust

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

James William Putnam, Successor Trustee of The Gayle Semple Trust dated 4/15/2019 (hereinafter called "Grantor"), and

The City of Porterville, a California municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), will be subsequently executed and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **FIVE THOUSAND FOUR HUNDRED DOLLARS ($5,400)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in

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which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's

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remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

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i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $5,400 issued by First American Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

DocuSign Envelope ID: 0F50196C-9BFE-4B4C-8615-F7AFEB8F66FC

E. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
The Gayle Semple Trust dated 4/15/2019

By: DocuSigned by: James William Putnam 8D50G5144A54428... Date: 5/16/2023
James William Putnam, Successor Trustee

GRANTOR'S MAILING ADDRESS:
James William Putnam
25085 Avenue 82
Terra Bella, CA 93270

CITY OF PORTERVILLE

By: _____ Date: _____
Martha A. Flores, Mayor

MAILING ADDRESS OF CITY:
City of Porterville
291 N. Main Street
Porterville, CA 93257

RESOLUTION NO. _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM GRANTOR FOR STREET IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for street improvements from Patricia A. Alexander, Trustee of the Margaret M. Zajicek Separate Property Trust Established under The James and Margaret Zajicek Family Trust ("Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibits "A" and "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of $500 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said Deed is 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.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By:_____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

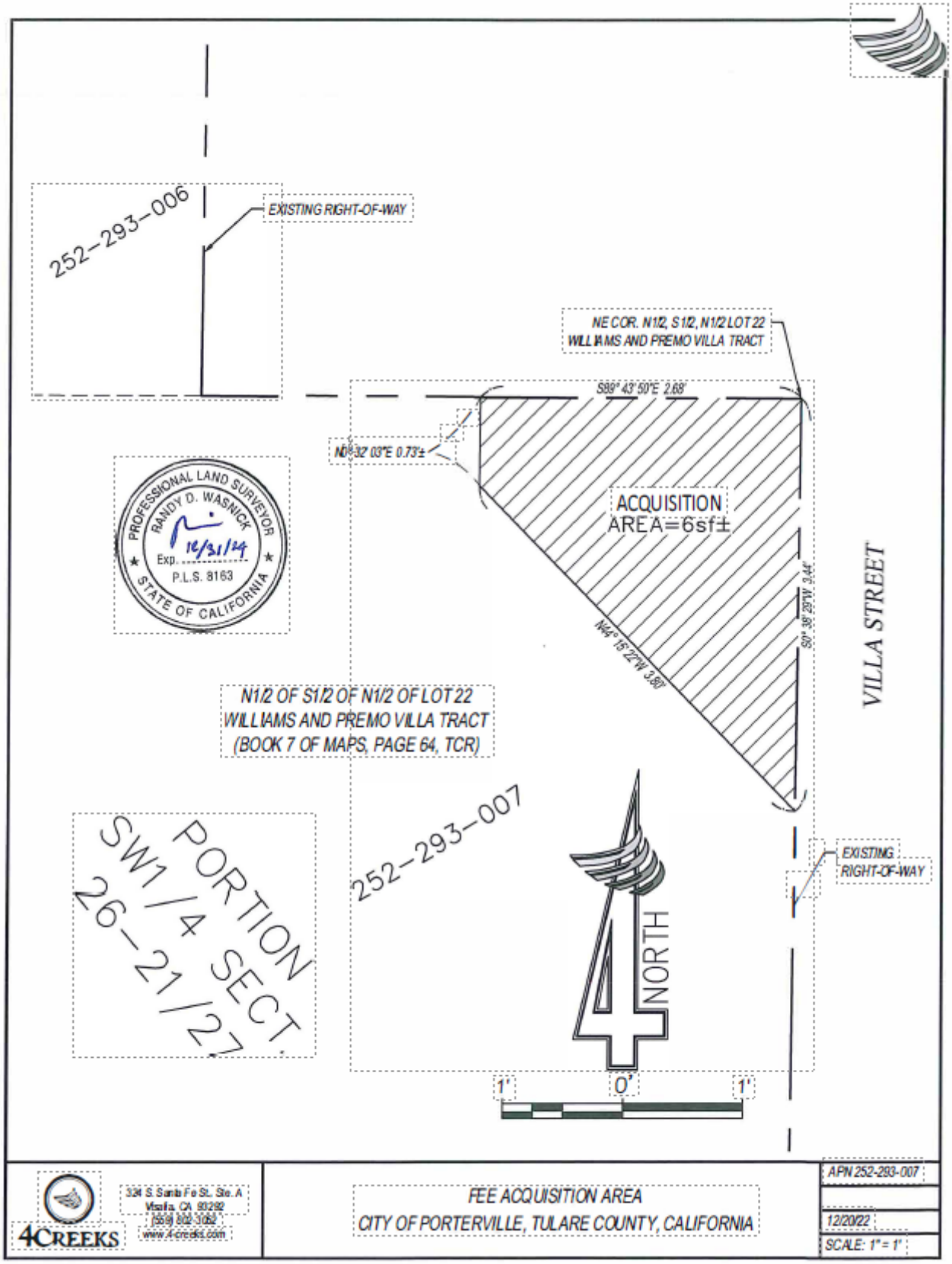
LEGAL DESCRIPTION
FEE ACQUISITION AREA

A portion of the North half, of the South half, of the North half, of Lot 22 of the Williams and Premo Villa Tract as per map recorded in Book 7 of Maps, at Page 64, of Official Records, being situated in the Southwest quarter of Section 26, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, and being described as follows:

Beginning at the Northeast corner of the North half, of the South half, of the North half of said Lot 22; Thence South 0° 38' 29" West, along the existing West right-of-way line of Villa Street, 3.44 feet; Thence North 44 ° 15' 22" West, 3.80 feet;
Thence North 0° 32' 03" East, 0. 73 feet more or less, to the West right-of-way of Villa Street;
Thence South 89° 43' 50" East, 2.68 feet to the Point of Beginning.

Containing approximately 6sf
(Portion of Tulare County APN 252-239-007)

EXHIBIT B


252-293-006
EXISTING RIGHT-OF-WAY
NE COR. N1/2, S1/2, N1/2 LOT 22
WILLIAMS AND PREMO VILLA TRACT
S89° 43' 50"E 2.68'
N0° 32' 03"E 0.73±
ACQUISITION
AREA=6sf±
N44° 16' 22"W 3.80'
S0° 38' 29"W 3.44'
VILLA STREET
PROFESSIONAL LAND SURVEYOR
RANDY D. WASNICK
Exp. 12/31/14
P.L.S. 8163
STATE OF CALIFORNIA
N1/2 OF S1/2 OF N1/2 OF LOT 22
WILLIAMS AND PREMO VILLA TRACT
(BOOK 7 OF MAPS, PAGE 64, TCR)
PORTION
SW1/4 SECT.
26-21/27
252-293-007
EXISTING
RIGHT-OF-WAY
NORTH
1'
0'
1'
4CREEKS
324 S. Santa Fe St., Ste. A
Visalia, CA 93292
(559) 802-3052
www.4-creeks.com
FEE ACQUISITION AREA
CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA
APN 252-293-007
12/20/22
SCALE: 1" = 1'

ASSESSOR PARCEL NO.: 252-293-007
PROJECT: Villa Street Reconstruction Project
OWNER: Zajicek Trust

RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)

THIS AGREEMENT is made and entered into by and between

Patricia A. Alexander, Trustee of The Margaret M. Zajicek Separate Property Trust Established under The James and Margaret Zajicek Family Trust (hereinafter called "Grantor"), and

The City of Porterville, a California municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of **FIVE HUNDRED DOLLARS ($500)** as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Paragraph 2.A. above any amount

necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor's remaining real property to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.

b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;

c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of $500 issued by First American Title Company showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

1) Real Property Taxes for the fiscal year in which escrow closes;
2) Public utility easements and public rights of way;
3) Other items that may be approved in writing by City in advance of the close of escrow.

ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. COUNCIL/BOARD APPROVAL - This Agreement is subject to and conditioned upon approval by the City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as fully binding and as full force and effect the same as if they bore original signatures. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:
The Margaret M. Zajicek Separate Property Trust Established under The James and Margaret Zajicek Family Trust

By: _____ Date: _____
Patricia A. Alexander, Trustee

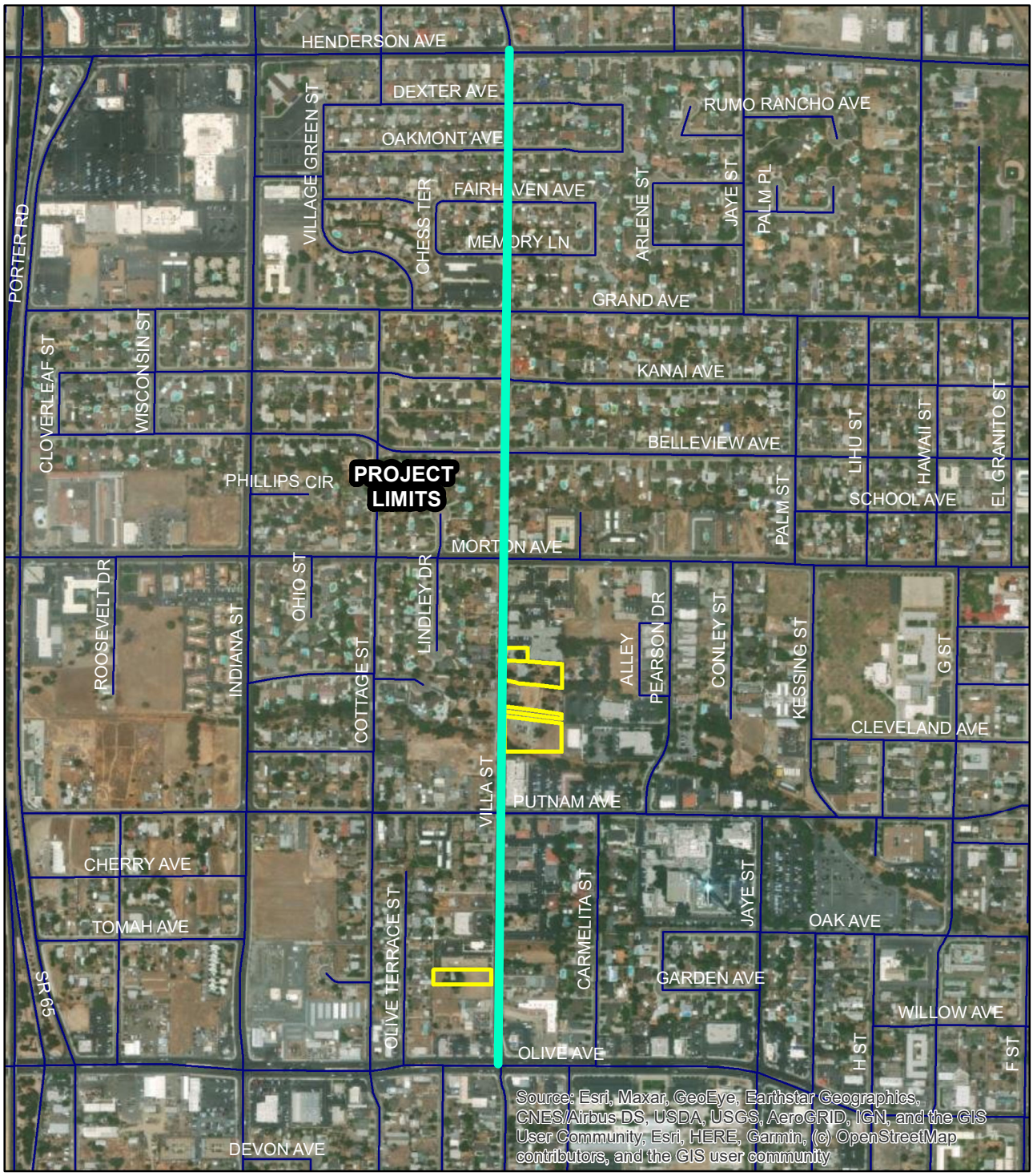
GRANTOR'S MAILING ADDRESS:
Patricia Alexander
1210 E. Green Street, Suite 100
Pasadena, California 91106

CITY OF PORTERVILLE

By: _____ Date: _____
Martha A. Flores, Mayor

MAILING ADDRESS OF CITY:
City of Porterville
291 N. Main Street
Porterville, CA 93257

VILLA STREET RECONSTRUCTION MAP



CITY MAP

SUBJECT: Consideration of Reallocation of Funds for Development Ordinance Update

SOURCE: Community Development

COMMENT: On February 27, 2020, the State of California issued a Notice of Funding Availability for the Regional Early Action Planning (REAP) grant program to help regions and jurisdictions with planning activities to meet the sixth cycle of the regional housing needs assessment, and to spur affordable housing production. A total of $18,975,323 in Regional Early Action Planning (REAP) grant funds were made available to the eight San Joaquin Valley Regional Planning Agencies for housing planning activities through 2023. Each regional planning agency was responsible, through their respective boards, to determine funding amounts and policies for Regional Housing Needs Allocation (RHNA) planning, jurisdictional grants, and other related activities.

The Fresno County Council of Governments (FCOG) serves as the fiscal agent and the Tulare County Association of Governments (TCAG) serving as the Regional Planning Agency for Tulare County received approximately $1,613,803 of such grant funds under the REAP Memorandum of Understanding, and designated $225,000 of such funds to prepare the RHNA Plan and provide technical assistance and regional planning coordination for the provision of housing. TCAG suballocated the balance of the REAP Grant to the County of Tulare and to each of the Cities within Tulare County (the member agencies) to carry out the purposes of the grant. The City applied for and has been awarded REAP funds to be used for strategies to improve the local process to accelerate housing production. The City of Porterville received a total of $163,000 as its allocation from TCAG.

At its meeting on August 17, 2021, the City Council approved entering into a Services Agreement for Regional Early Action Planning Grant Program with TCAG, providing direction for the REAP funds to be used on updating the Development Ordinance to reflect recent changes in State law and to facilitate the accelerated production of housing units within Porterville.

The City's Fiscal Year 2022-23 CIP budget included a total of $325,000 from the General Fund for the development of the Housing Element Update, which is being coordinated by TCAG and funded instead with REAP grant funds. The savings from utilizing regional partnerships and grants allow for the original budgeting of the Housing Element amount to be able to be utilized for the Development Ordinance Comprehensive Update. A total of $325,000 is available from that which was previously allocated for the Housing Element update, in which $119,848 was approved for the Update of the Public Health &

Safety and Environmental Justice Elements, leaving a remaining balance of $205,152 available for the Development Ordinance Update. The cost of the Development Ordinance Update is $163,000, which results in $42,152 remaining from the funds allocated for the update to the Housing Element.

RECOMMENDATION: That the City Council authorize the reallocation of funds from the General Fund Allocation for the Housing Element Update to pay for the Development Ordinance Comprehensive Update.

ATTACHMENTS: 1. City Council Agenda Staff Report - August 17, 2021

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

CITY COUNCIL AGENDA – AUGUST 17, 2021

SUBJECT: Tulare County Association of Governments (TCAG) Services Agreement for Regional Early Action Planning (REAP) Grant Program

SOURCE: Community Development

COMMENT:

On February 20, 2020, the State of California issued a Notice of Funding Availability for the Regional Early Action Planning (REAP) grant program to help regions and jurisdictions with planning activities to meet the sixth cycle of the Regional Housing Needs Assessment, and to spur affordable housing production. A total of $18,975,323 in REAP grant funds is available to the eight San Joaquin Valley Regional Planning Agencies for housing planning activities through 2023. Each regional planning agency is responsible, through its respective boards, to determine funding amounts and policies for Regional Housing Needs Allocation (RHNA) planning, jurisdictional grants, and other related activities.

A 24-member San Joaquin Valley REAP Committee for Housing has been established to help steer this planning effort. Funds can be used for technical assistance, establishing housing trust funds, RHNA/Housing Element planning, infrastructure planning, feasibility studies, staffing and consulting needs, and other uses. REAP funds cannot be used for housing construction activities.

The Fresno County Council of Governments (FCOG) serves as the fiscal agent and the Tulare County Association of Governments (TCAG), serves as the Regional Planning Agency for Tulare County. TCAG expects to receive approximately $1,613,803 of such grant funds under the REAP Memorandum of Understanding and will use $225,000 of such funds to prepare the RHNA Plan and provide technical assistance and regional planning coordination for the provision of housing. TCAG will sub allocate the balance of the REAP Grant to the County of Tulare and to each of the Cities within Tulare County (the "member agencies) to carry out the purposes of the grant.

The City of Porterville (and each member agency) is expected to receive a base amount of $100,000 plus an additional amount based on population. The City's portion is currently estimated at $163,000.

Staff is requesting that City Council review the TCAG Services Agreement for REAP Grant Program (Attachment 1) and direct staff to obtain the necessary signatures to return the Agreement, to allow the City to receive the funds referenced above. The Agreement would be effective through December 31,

2024, unless its term is extended by written amendment or it is earlier terminated as provided in the attached Agreement.

Additionally, staff is seeking Council direction on the use of the REAP funds. Eligible activities must be related to housing planning and facilitate the streamlining and acceleration of housing production. Eligible activities conducted by applicants must fall under one or more of the following main categories:

1. Developing an improved methodology for the distribution of the sixth cycle regional housing needs assessment.
2. Sub-allocating funds directly and equitably to jurisdictions or sub-regional entities in the form of planning grants that will accommodate the development of housing and infrastructure that accelerate housing production.
3. Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.
4. Administrative costs related to the three main categories listed above.

One possible identified eligible use of funds is to update the City's Development Ordinance. In recent years, various housing bills have been passed by the State and there is a need to incorporate those new changes in the City's Development Ordinance. Staff would bring back an item requesting Council's approval to publish a request for proposals if Council's recommendation is to move forward with updating the City's Development Ordinance.

RECOMMENDATION: That the City Council:
1. Approve the Tulare County Association of Governments (TCAG) Services Agreement for Regional Early Action Planning Grant Program;
2. Authorize the Mayor and City Manager to execute all necessary documents; and
3. Provide direction on an eligible use of funds.

ATTACHMENTS:
1. 2020 Notice of Funding Availability
2. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

SUBJECT: Operation of Navigation Center Request for Proposals

SOURCE: Community Development

COMMENT: On June 5, 2023, the City was notified by Turning Point of Central California of its intent to cease operations of the Porterville Navigation Center on June 30, 2023. At its meeting on June 20, 2023, the City Council approved American Rescue Plan Act (ARPA) funds to fund the Navigation Center operations for a transitional period of ninety (90) days.

The 90-day transition period allows time to properly procure the State and federal grant funding that was slated to be made available to the Porterville Navigation Center as of July 1, 2023. Kings View entered into a 90-day contract on June 30, 2023, and began operating the Navigation Center. Kingsview was able to rehire the existing navigation center staff and continue the services previously offered by the previous operator.

At this time, staff is requesting authorization to distribute a Request for Proposals (RFP) for the Operation of the Porterville Navigation Center, in order to continue the operations beyond September 30, 2023. The selected subrecipient will need to demonstrate institutional, managerial and financial capability to plan and operate the Porterville Navigation Center as described in the RFP.

The RFP will request fixed costs for the tasks listed in the Scope of Work to operate the navigation center. Staff is requesting authorization to include Permanent Local Housing Allocation (PLHA) funding in the amount of $308,563.16 and $70,000 in Community Development Block Grant (CDBG) funds to be made available as part of this RFP. The total available funds for the project is also expected to include Homeless Housing, Assistance, and Prevention Program (HHAP) funding in the amount of $323,041, that the Kings Tulare Homeless Alliance (KTHA) has committed for the 2023-2024 Fiscal Year, pending approval by KTHA Board and Membership, bringing the total available for the project to $701,604.16. This will allow funding previously awarded to this project through the previous operator to be used at the Porterville Navigation Center, to remain with the project.

RECOMMENDATION: That the City Council authorize the distribution of a Request for Proposals for the Operation of the Porterville Navigation Center incorporating PLHA and CDBG funds.

ATTACHMENTS: 1. Draft Request for Proposals

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

REQUEST FOR PROPOSALS FOR OPERATOR OF A NAVIGATION CENTER
RFP # No. 22/23-SR1944

CITY OF PORTERVILLE
Community Development Department
291 N Main St
Porterville CA 93257

Jason Ridenour
Assistance City Manager
(559) 782-7460
Jridenour@ci.porterville.ca.us

NOTICE IS HEREBY GIVEN THAT PROPOSALS will be received from qualified non-profit service providers (who provide services for individuals that are experiencing homelessness) to operate a navigation center in the City of Porterville.

Submittal: One PDF file must be received by:
Friday August 11, 2023, by 5:00 pm.
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title: RFP No. 22/23-SR1944 Operation of Navigation Center

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, ***www.publicpurchase.com.*** No copies of said documents will be provided by the City. All notifications, addenda and correspondence during the bid process will be handled electronically through the Public Purchase website.

Eligible Respondents shall be responsible for monitoring the site and the project contact's email to obtain information regarding this RFP. Failure to respond to required updates may result in a determination of nonresponsive proposal.

Questions regarding this project are due no later than Tuesday, August 1, 2023.

REQUEST FOR PROPOSALS (RFP)
OPERATION OF NAVIGATION CENTER

I. EXECUTIVE SUMMARY

The City of Porterville is seeking proposals from eligible respondents to enter into a public- private partnership to operate a year-round Navigation Center that will serve approximately 100 individuals daily including 30 residential beds. The term of the agreement will be through June 30, 2024, unless extended by mutual agreement between the parties executed in writing.

A Navigation Center is a "transitional, emergency homeless facility with in-house services to develop pathways toward permanent housing, income, healthcare, and stability. Some of the typical onsite services include, but are not limited to: transportation in and out, one-on-one case management, state-licensed behavioral and substance abuse services, social services, meal services, rental assistance, and 24/7 staffing and security.

The Navigation Center site is located at **140 South C St. Porterville CA**, and is currently open and operated by Kings View Behavioral Health as of July 1, 2023 for a 90-day transitional period. Operations would begin on October 1st, 2023.

This RFP also serves as an application for the funding that was previously slated for this project, as the City is not the operator of the Navigation Center, rather will enter into a land lease agreement so the Awardee can operate their Navigation Center Program and as part of the lease agreement the city will commit first year funds. The City of Porterville Commit certain funding as expressly set forth in Section II of the RFP.; Therefore, the proposal should include additional proposed funding sources and sustainability plan. Only non-profit organizations currently providing services to individuals experiencing homelessness that meet the minimum submission requirements will be considered.

Respondents to this RFP will be fully ready to operate the Navigation Center on October 1, 2023.

II. PROPOSED PROJECT

PROJECT TITLE: Operation of Navigation Center

PROPOSAL DUE DATE: Friday, August 11, 2023 at 5:00 PM

FUNDING AVAILABLE: Up to $701,604 for operations of the navigation center located at 140 S. C St. Porterville CA. This funding is not guaranteed for future years.

Funding break down:
FY 2023/24 Federal Community Development Block Grant (CDBG) Funding: $70,000
FY 2023/24 State Permanent Local Housing Allocation (PLHA) Funding: $308,563.16
FY 2023-2026 Federal American Rescue Plan Act (ARPA) Funding: ARPA funds may be available as needed to cover gap in operating funding.

Additional sources of funding may be available to the successful applicant, including $323,041 from KTHA from the HHAP Program, if approved.

TIME PERIOD FOR CONTRACT: October 1, 2023 to June 30, 2026. The parties may extend this term by mutual agreement between the parties executed in writing. The parties may terminate the Agreement as of July 1, 2024, upon ninety (90) days prior written notice in the event sufficient funding is no longer available for continued operations.

IMPORTANT DOCUMENTS:
Please read the following documents related to the grant funding that is being made available for FY 2023/24, to understand reporting requirements and eligible activities:

Permanent Local Housing Allocation (PLHA):

- https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation
    - Notice of Funding Announcement: Applicants must ensure that program design meets the 2022 HCD NOFA
    - Permanent Local Housing Allocation Final Guidelines
- City of Porterville Permanent Local Housing Allocation Five-Year Plan (2019-2023): https://www.ci.porterville.ca.us/departments/community_development/community_development_block_grant_program_(cdbg)/index.php

Community Development Block Grant (CDBG):

- https://www.hud.gov/sites/documents/DOC_17133.PDF
- https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/

American Rescue Plan Act:

- https://www.congress.gov/bill/117th-congress/house-bill/1319/text

Homeless Housing Assistance and Prevention Program (HHAP)

- https://bcsh.ca.gov/calich/hhap_program.html

III. ELIGIBLE RESPONDENTS

An Eligible Respondent is a qualified non-profit service provider that has verifiable experience serving the homeless population as it relates to the qualifications outlined in this RFP.

It is understood the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of California and for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City of Porterville.

It is also understood that all reports, information, and/or data prepared or assembled by the Respondent for this RFP, or under a contract awarded pursuant to this RFP may be made available to any individual or organization under the California Public Records Act (CPRA), subject to

limitations and exemptions in the CPRA. Each Respondent shall be financially solvent, and shall be competent to perform the services required under this RFP document.

Proposals will only be considered from Respondents which meet the following prerequisites:

- Are successfully managing and operating emergency shelter programs and delivering relevant services of a similar type and scope as described in the Scope of Work.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to undertake a Year-Round Homeless Navigation Center.
- Operate and perform all activities under this award in the City limits of Porterville
- Organizations must not discriminate on the basis of ethnicity, race, color, creed, religion, gender, national origin, age, disability, marital status, sexual orientation, gender identity, Veteran's discharge status, or any other protected category as required by law.
- Must agree to use the City's Coordinated Entry System ("CES") as the sole referral source for each program component. The CES is the central access and referral point for all homeless individuals seeking housing in City of Porterville. This system will identify the most appropriate housing options while also prioritizing the most vulnerable individuals for placement into permanent housing. The system will then maintain a steady flow of referrals to all available housing options. To ensure these individuals have appropriate access to the program components, a project may need to modify its entrance criteria or use reasonable accommodation to admit tenants who would otherwise not be able to apply. By agreeing to use the CES as the sole referral source, applicants agree to make reasonable accommodation to accept the referrals.
- Must agree to operate projects under the "Housing First" model, meaning prospective tenants are not required to agree to participate in services prior to entering the housing nor can service participation be a requirement of tenancy. Tenants can be required to adhere to a standard market lease, and their tenancy should be supported by eviction prevention strategies, including the engagement of services as appropriate.
- Multiple organizations may apply as a collaborative or joint venture; however, a lead entity must be designated.
- Organizations must be able to demonstrate capacity to start operations on October 1, 2023 following award.
- Organizations must have adequate financial capacity to perform proposed operations on a reimbursement basis.

IV. SCOPE OF SERVICES

Overview

The Porterville Navigation Center and its supportive service programs will be designed to provide a safe environment and a pathway for individuals, youth and families, experiencing homelessness on the streets of Porterville to transition into permanent housing. through the Coordinated Enter referral System and coordination with Kings/Tulare Homeless alliance, or other approved outreach teams. Respondents must participate with local priority systems that are in place to include the Homeless Management Information System (HMIS) for data collection, the Coordinated Entry System (CES). CES will be used to admit clients with a low-barrier, housing first approach. The

overall project will represent best practices in exceptional trauma-informed care for all shelter participants. The City's obligation will be ownership of the property and to make funding opportunities available as local, state or federal grants are received. The operation and funding of the shelter will be undertaken by the Respondent.

Project Requirements

Respondents to this RFP should specify programs and services for homeless individuals that, based on evidence, successfully promote the principles of Housing First and contribute to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. All services must be easily accessible and evaluated for effectiveness on a regular basis.

Respondents will need to identify appropriate operation standards that describe the administrative, operational and facility-based standards and policies that support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations. Effectiveness shall be measured using the Project Outcomes outlined in this RFP.

The table below outlines the minimum requirements for the shelter.

PROJECT ELEMENT	
Hours of Operation	• The Navigation Center must be open 24 hours per day, seven days per week, including holidays
Target Population	• Adult individuals (ages 18 and older) and adult only households (i.e., couples without children). No children permitted in the shelter
Client Eligibility	• Literally homeless in the City of Porterville • Referred through the CES • Willingness to participate in a housing plan • Willingness to follow shelter rules & expectations

Typical Program Components and Residential Services *(This is not a design from the City, this is included as a reference of typical Navigation Center services, however the awardee shall design its own program)*	**Included but not limited to the following:** • Three (3) nutritious meals each day • Receive and handle daily food deliveries from 3rd party provider • Client support services • On-site Transportation/Shuttle Services • Service Animals and Pet Accommodation • Laundry Facilities • Client access to on-site storage • Hygiene Products • HMIS Participation and Documentation • Manage client reservation and referral process • Welcome, intakes and assessment • Housing First program with low-barriers to entry and operations • Case management and other appropriate permanent housing- focused services (e.g., housing navigation, case conferencing) • Referral to Substance Use recovery classes such as AA, 12 Step programs • Coordination for mobile health services • Participation in the Coordinated Entry System(CES) • Coordination with the Tulare County Housing Authority, referrals to County, State and Federal programs, as well as nonprofit and social service organizations, as appropriate • Mail services, as needed Telephone access, charging and message services, including an ADA-compliant telephone

General Standards	• Adequate on-site staffing with appropriate on-going staff training • Operator to include data analysis as well as service delivery metrics • Designated point-of-contact who is available at all times to address issues that may arise at the shelter and willingness to coordinate security issues with the Porterville Police Departments • Means for clients to provide input into programs • Data entry, analysis and reporting in HMIS for all Navigation Center activities. Respondent will maintain all appropriate documentation.
Property Management	Respondent will maintain a secure and healthful environment for delivery of all services, including: • Site control, prompt maintenance and repair, utilities, security, janitorial services, waste removal and disposal, regularly laundered linens, and other occupancy related items • Health Safety protocols and quarantine procedures • Secure entry/exits for clients and service providers to be monitored by staff • A fire escape emergency plan • A written drug and alcohol-free policy for staff that is posted/displayed on-site at all times. The written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol

V. PROPOSAL SELECTION PROCESS

The City shall establish a proposal evaluation committee to review and score proposals received. All proposals will be scored based on the criteria in this RFP. Additional information may be requested by the proposal evaluation committee prior to making a funding recommendation. Recommendations from the proposal evaluation committee will be present to the Porterville City Council for consideration and award of contract.

The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process.

All costs shall be borne by the organization responding to this RFP. The organization responding to this RFP shall hold the City of Porterville harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the organization.

VI. RFP PROPOSED TIMELINE

The City of Porterville expects proposals to be project-ready with the intent of taking over operations of the Navigation Center by October 1, 2023. The following is the tentative timeline for the RFP process.

ACTION ITEM	DATE
Release of RFP	July 21, 2023
RFP Questions Due	August 1, 2023 at 4:00 P.M.
RFP Responses to Questions	August 4, 2023
Proposal Submittal Deadline	**August 11, 2023 at 4:00 PM**
Interviews (If needed)	**August 15, 2023**
City Council Approval (Tentative)	August 22, 2023 or September 5, 2023
Program Operation	October 1, 2023

VII. PROPOSAL SUBMISSION REQUIREMENTS

APPLICATION PROCESS

Applications from this Request for Proposals (RFP) from Organizations will be accepted beginning Friday, July 21, 2023 through Friday, August 11, 2023. Organizations funded as a result of this RFP are expected to execute contracts with the City of Porterville by September 11, 2023 and begin program operations by October 1, 2023.

Respondents shall submit a complete RFP application, (including all attachments), to:

Submittal: One PDF file must be received by:
Friday August 11, 2023, by 5:00 pm.
Via the Public Purchase Website:
www.publicpurchase.com, or
housing@ci.porterville.ca.us

Document Title: RFP No. 22/23-SR1944 Operation of Navigation Center

Late proposals will not be accepted and will be automatically disqualified from further

consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, ***www.publicpurchase.com.*** No copies of said documents will be provided by the City. All notifications, addenda and correspondence during the bid process will be handled electronically through the Public Purchase website.

Eligible Respondents shall be responsible for monitoring the site and the project contact's email to obtain information regarding this RFP. Failure to respond to required updates may result in a determination of nonresponsive proposal.

Questions regarding this project are due no later than Tuesday, August 1, 2023

Proposals will be evaluated and ranked according to the following criteria:

MAXIMUM	EVALUATION CATEGORY
30	Operator Experience and Capacity
25	Program Design and Outcomes
20	Service Delivery Method and Staffing
15	Operator Program Budget
10	Project Sustainability
100	**Total Points**

Following an evaluation of the proposals, it is expected that the selected organization will be recommended to the City Council for approval. If approved by the City Council, a subrecipient agreement will be executed between the City of Porterville and the selected organization.

The City of Porterville, as a unit of local government, reserves the right to reject any and/or all proposals, reserve the right to waive any formalities or irregularities in the proposal or evaluation process, and reserve the right to award contract(s) in the best interest of the City of Porterville. In addition, the City will not reimburse costs associated with the preparation or presentation of the proposals.

APPLICATION FORMAT

The submitted proposals should contain the following components:

- Applicant Information Form (Attachment A)
- Project Narrative

- Program Description and Design
- Management of Program
- Fiscal Management
- Diversity and Multicultural Competency

- Estimated Spending Plan and Revenue Summary Form (Attachment B)

APPLICANT INFORMATION FORM

See form in Attachment A.

PROJECT NARRATIVE

1. Program Description and Design (Limit your response to 3 pages)
    a. Program Description
        i. Provide a short, one or two sentence explanation of the purpose of this program and what the funds will be used on.
        ii. Explain why the program is needed.
    b. Provide a detailed description of your entire proposal as below:
        i. Describe the scope of the project, including the number of households that will be served annually, the program services and financial assistance that will be offered to address housing and supportive service needs. Detail the program activities under this service model.
        ii. Describe annual outcomes the project expects to accomplish throughout the grant period.
        iii. Describe how program services and/or other resources within your organization will be used to quickly reduce housing barriers and quickly engage participants in successfully maintaining housing stability.
        iv. Describe how your project will achieve geographic dispersion and client choice in offering housing placements throughout the City of Porterville.
        v. Describe the project timeline for program start-up, hiring staff, and achieving fully operational status.
        vi. If the applicant is partnering with another organization to provide housing and/or services to project participants, list the names of the partners and provide information on the specific roles and responsibilities of each.
        vii. Describe how you intend to measure program effectiveness in terms of outcomes to be achieved.
    c. Participants
    Describe your organization's experience in the past two years providing services to persons who are experiencing homelessness or at risk of homelessness.
        i. Describe how you determined the number of clients to be served with the funding requested in this application.
        ii. Describe the population(s) you intend to serve. Explain how the target population is identified, qualified and monitored. How will the project link populations to units of non-time limited housing?
    d. Personnel

i. Describe the overall staffing plan to accomplish activities in the proposed program, including project leadership, reporting responsibilities, and daily program operations.

e. Collaboration/Coordination
Describe any formal or informal coordination, partnerships, or collaborations with other organizations proposed in this application.
   i. Will the proposed program use subrecipients and/or subcontractors? If yes, please list each partner organization, describe their role as either a subrecipient or contractor, describe what services and the frequency of services that will be offered by the partner agency, and provide a brief description of the partner organization's experience providing homelessness services.
   ii. Describe the organization's ability to collect data electronically and your organization's plan to participate in HMIS and/or Coordinated Entry.

2. Fiscal Management (Limit your response to one page)
   a. Please outline the organization's initial program budget, including the availability of other revenue sources. Provide a Spending Plan and Revenue Summary. A sample is included for reference (Attachment B)
   b. As part of the organization's initial program budget, please identify all personnel who will provide direct or indirect support of the organization's proposed services. Include each position title, the number of staff positions within each position title, and the number of Full Time Equivalents (FTEs) within each position title category. Identify additional fund source(s) that pays for each staff member's salary. These positions should be the same as those listed in the Personnel section of the proposal.
   c. Describe how the organization will assure the proper use and safeguarding of public funds and experience using government funds. Does your organization have policies and procedures regarding the financial operations of the organization? Have recent reviews or audits of the organization by a certified public accountant or other financial professional identified any weaknesses in the organization's financial internal controls? If so, please provide the written report identifying the weaknesses and describe how the organization has responded to correct weaknesses.
   d. Describe the organizations overall financial condition and the applicant's ability to fund potential cost overruns or other costs not anticipated in the project budget.
   e. Provide copies of the last single audit and 990 filed
3. Diversity and Multicultural Competency (Limit your response to one page)
   Cultural Competency is defined as:
   - Having a defined set of values and principles, and demonstrating behaviors, attitudes, policies and structures that enable the organization to work effectively in cross-cultural situations; and
   - Having the capacity to 1.) value diversity, 2.) conduct self-assessment, 3.) manage the dynamics of difference, 4.) acquire institutional knowledge, and 5.) adapt to diversity and the cultural contexts of the communities being served; and
   - Incorporating the above in all aspects of policy making, administration, practice, service delivery and involving consumers and key stakeholders.

a. Explain your organization's philosophy and the specific efforts that are in place to assure that this project will be culturally competent and linguistically accessible for the population that will be served. Be sure to include the following information in your response:
    i. Based on your understanding of the target population and subpopulation(s), describe how your project will be culturally relevant, sensitive, and linguistically accessible for the individuals or households that will be served, including efforts related to staffing, outreach and service design (i.e., how the project will help reduce barriers to housing and services for individuals of color and those households for whom English is not the primary language);
    ii. Describe how the ethno-cultural backgrounds of your project staff and organization board reflect that of the identified population to be served and/or how your organization is working to broaden staff and board diversity and knowledge around cultural competency; and
    iii. Describe any means or efforts that are in place to assess the cultural competency of your organization and make changes accordingly.

4. Confirmation of Commitment to specific contract terms: Please confirm that you will agree to the specific contractual requirements set forth in Section VIII. below.

VIII. SPECIFIC CONTRACTUAL REQUIREMENTS

Once selected by action of the City Council, the successful awardee will be required to enter into a lease agreement and a funding agreement(s) with the City of Porterville. Applicants must confirm that they will agree to the following requirements:

1. Insurance Requirements: The Organization shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($4,000,000) in aggregate. Said insurance shall name the City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of the Agreement(s). The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. It must also be primary with respect to any insurance or self-insurance covering the City and contain standard separation of insurance provisions. The Organization shall also maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars ($1,000,000) for each accident for vehicles the Organization operates, with the same or similar endorsements and requirements specific for the commercial general coverage. Finally, Organization shall have and maintain workers' compensation insurance for all of the Organization employees employed at the Porterville Navigation Center and shall require any general or subcontractor to provide proper workers' compensation coverage. The Organization shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). The Organization shall furnish the City with properly executed certificates of insurance as required by the City, including a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

2. Indemnification: To the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to the Organization's occupancy of the property and operations of the Porterville Navigation Center. The Organization shall agree to indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), and each of them, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Lessee's performance of its obligations under this lease or the activities on or operations conducted by Lessee on or at 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, EXCEPT to the extent such loss or damage arises from the negligence or misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee's operations or performance of this Lease, the Lessee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.
3. Termination for Convenience: in the event the City is willing to agree to a clause in the Agreement(s) providing for termination by either party without cause, said provision will require at least one hundred (120) days advance written notice. A shorter notice period may be provided for termination due to loss of funding, and the City shall be able to terminate immediately for Organization's apparent violation of any law.
4. Assignment: The Agreement(s) shall not be permitted to be assigned to any other Organization, without express written consent of the City Council, which may be withheld for any reason.
5. Jurisdiction and Venue: The Agreement(s) shall be governed by the laws of the State of California, with venue for any legal action to be Tulare County.

IX. RESPONSIVENESS

All proposals will be reviewed to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The City of Porterville also reserves the right at its sole discretion to waive minor administrative irregularities.

ATTACHMENTS

A – Applicant Information Form

1. Project title:
2. Project location:
3. Number of households served on a given day: ___ Number of households served annually:
4. Number of individuals served on a given day: ___ Number of Individuals served annually:
5. a. This project is specifically designed to serve the following population: (Please be very specific and check only those that apply) ☐ Homeless single adults ☐ Homeless families with children ☐ Homeless young adults (ages 18 - 25) 5. b. This project is specifically designed to serve the following subpopulation: (Please check all that apply) ☐ Homeless households living on the streets ☐ Homeless households living in shelters ☐ Homeless households living in transitional housing ☐ Persons who are chronically homeless ☐ Persons with serious mental illness ☐ Persons with significant drug/alcohol addictions ☐ Persons with chronic medical condition(s) ☐ Persons exiting the foster care system ☐ Persons exiting criminal justice facilities ☐ Persons exiting mental health or psychiatric inpatient facilities ☐ Persons exiting residential chemical dependency treatment facilities
6. DUNS Number:
7. Federal Tax ID Number:
8. Contact Information for Project Applicant: Lead Applicant Organization: _____ Organization Mailing Address:_____

Total Annual Organization Operating Budget (for all activities of the applicant organization from all sources): _____

	Executive Director	Program Manager	HMIS Data Manager	Finance/Bookkeeper
Name				
Title				
Address (if different mailing then above)				
Phone				
FAX				
Email				

9. Applicant Type

___ Nonprofit organization

___ Affordable Housing Developer

10. Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the applicant, as applicable.

11. Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any organization; has been suspended, debarred, voluntarily excluded or determined ineligible by any organization within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

APPENDIX B - ESTIMATED SPENDING PLAN AND REVENUE SUMMARY FORM
SAMPLE 1

EXPENSES				REVENUES				
				HUD Grants	Program Income	Other Revenue	Total Revenue	Difference (Rev. – Exp)
Salary and Wages	**FTE's**	**Salary**	**Total Expenses**					
Supervision								
Case Managers								
Navigators								
Support Staff								
Fringe Benefits (provide detail)								
FICA								
Workmans Comp								
Insurance								
Retirement								
Other								
Costs related to the provision of services								
Space costs								
Utilities								
Telephone/Communications								
Postage/delivery								
Office Expenses								
Local Travel								
Equipment and Furniture								
Supplies and materials								
Other: _____								
Other: _____								
Other: _____								
Other: _____								
Other: _____								
Other: _____								
Other: _____								
Sub-total Personnel Costs								
Other Than Personnel Costs								
OTAL FUNDING REQUESTED								

APPENDIX B - ESTIMATED SPENDING PLAN AND REVENUE SUMMARY FORM
SAMPLE 2

	Expenses					Revenues				
	Admin	Operating Support	Leasing Costs	Supportive Services	Total Expenses	HUD Grant Funds	Program Income	Other Revenue	Total Revenue	Difference (Revenue - Expenses)
Salaries & Wages					$ -				$ -	$ -
Personnel Benefits					$ -				$ -	$ -
Operating Supplies					$ -				$ -	$ -
Professional Services					$ -				$ -	$ -
Communications					$ -				$ -	$ -
Travel & Training					$ -				$ -	$ -
Advertising					$ -				$ -	$ -
Leasing					$ -				$ -	$ -
Insurance					$ -				$ -	$ -
Public Utilities					$ -				$ -	$ -
Repairs/Maintenance					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
Other_____					$ -				$ -	$ -
TOTALS:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SUBJECT: State Route 190 and Westwood Street Roundabout Transportation Art Maintenance Agreement

SOURCE: Community Development

COMMENT: California Department of Transportation (Caltrans) has completed the design of a roundabout at the intersection of State Route (SR) 190 and Westwood Street and is scheduled to be constructed in early 2024. City staff has been coordinating with Caltrans and the Tulare County Association of Governments (TCAG) for the aesthetic design of the roundabout to be an entry feature to Porterville as well as to include artwork that is reflective of the scenic offerings along SR 190 in a desire to promote tourism in line with the efforts of the Mighty 190 Committee. The Mighty 190 Committee was formed in 2016, with the goal of increasing awareness and enhancing local tourism opportunities in southeastern Tulare County along SR 190.

Caltrans has embraced the concept of the Mighty 190 and has included artwork that is representative of the local region within the scope of the Westwood Street roundabout and has included an entry sign in the design of the roundabout. Caltrans is proposing a double sided piece of transportation art measuring approximately fourteen (14) feet in height by nine (9) feet two (2) inches in width. The artwork proposes to feature a Giant Sequoia made of bronze corten steel with a full color porcelain enamel Mighty 190 shield, and two painted steel eagles in the tree. The proposed design is included as an attachment as well as Exhibit A of the draft Agreement, which is an attachment to the staff report. Caltrans has also proposed to have PORTERVILLE spelled out in bold letters on the raised concrete improvements within the roundabout as an entry sign. To facilitate the inclusion of the transportation art, Caltrans has requested that the City of Porterville enter into a Transportation Art Maintenance Agreement. The Transportation Art Maintenance Agreement outlines that the City of Porterville will be responsible for the maintenance of the proposed transportation artwork.

RECOMMENDATION: That the City Council:

1. Approve the Mighty 190 Transportation Art Maintenance Agreement and Tree/Eagle Project Specific Maintenance Agreement with the California Department of Transportation; and
2. Authorize the Mayor and City Manager to sign the draft Transportation Art Maintenance Agreement as proposed by the California Department of Transportation.

ATTACHMENTS:

1. Draft Mighty 190 Transportation Art Maintenance Agreement
2. Draft Tree/Eagle Project Specific Maintenance Agreement
3. Locator Map
4. State Route 190 and Westwood Roudabout Design Plan
5. Proposed Transportation Art

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

MIGHTY 190 TRANSPORTATION ART MAINTENANCE AGREEMENT WITH CITY OF PORTERVILLE

THIS AGREEMENT is made effective and entered on this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Porterville; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS the PARTIES desire to work together to allocate their respective roles and responsibilities relative to the MIGHTY 190 Transportation Art installed at the northeast corner of State Route 190 and Westwood Street within STATE's right of way;

2. WHEREAS Cooperative Agreement number 06-1730 was executed between County of Tulare and STATE on February 2, 2021 to construct a Transportation Art at the northeast corner of State Route 190 and Westwood Street, hereinafter referred to as "MIGHTY 190";

3. WHEREAS, CITY has agreed to assume maintenance responsibility of the PROJECT upon construction completion;

4. WHEREAS, this AGREEMENT addresses CITY's responsibilities for maintaining the "MIGHTY 190" placed within the state highway on state route ("SR") 190 at postmile 13.45 in the County of Tulare. Location and detail of the MIGHTY 190 are shown in EXHIBIT A, attached hereto and incorporated herein;

5. WHEREAS the PARTIES desire to clarify CITY's maintenance responsibilities as defined in Section 27 of the California Streets and Highway Code, Chapter 29 of the Project Development Procedures Manual and elsewhere in this AGREEMENT to include, but are not limited to, providing emergency repair and maintenance of the MIGHTY 190 at the location shown in EXHIBIT A; and,

SECTION II

TERMS AND CONDITIONS

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the mutual covenants and promises contained herein, CITY and STATE agree as follows:

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1.1. When a change to this AGREEMENT is necessary, the PARTIES will execute a formal amendment in writing by and through their authorized representatives.

1.2. PARTIES agree maintenance responsibilities include, but are not limited to inspection, repair, and graffiti removal (collectively hereinafter "MAINTAIN/MAINTENANCE") of MIGHTY 190. This includes but is not limited to graffiti removal and restoration work to maintain the integrity of the permitted MIGHTY 190.

1.3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code, the current edition of the State Maintenance Manual, and then Chapter 29 of the Project Development Procedures Manual.

1.4. EXHIBIT A depicts a graphical front view of the MIGHTY 190 within STATE's right of way, and where MIGHTY 190 will be located.

1.5. If during the term of this AGREEMENT, CITY should cease to MAINTAIN the MIGHTY 190 to the satisfaction of STATE as required by this AGREEMENT; or if in the opinion of STATE the MIGHTY 190 creates an unsatisfactory condition, STATE may either undertake to remedy this condition, or itself remove the MIGHTY 190 on behalf of CITY, at CITY's expense. Alternatively, STATE may direct CITY to remove the MIGHTY 190 at CITY'S sole expense and restore STATE's right of way to its prior safe, attractive, and operable condition. CITY agrees to pay STATE's expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any steps to MAINTAIN, remedy the unsatisfactory condition, or remove the MIGHTY 190, STATE will provide written notice to CITY to cure the default, or remove the MIGHTY 190. CITY will have thirty (30) days within which to affect that cure or remove the MIGHTY 190.

1.6. CITY will remove the MIGHTY 190 whenever, in the opinion of STATE, it creates a maintenance or operational concern, such as, prevents ongoing maintenance, or causes an undue distraction. In the event CITY fails to remove the MIGHTY 190 in a timely manner, STATE may remove the MIGHTY 190 thirty (30) calendar days following written notification to CITY, and STATE will bill CITY for all costs related to its removal and for the restoration of state-owned areas to their original condition.

1.7. STATE may remove the MIGHTY 190, partially or in its entirety, or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting STATE's transportation facilities without any obligation, compensation to, or approval of CITY, artist(s) or contractor.

1.8. STATE may remove or alter the MIGHTY 190, partially or in its entirety, that presents an immediate safety hazard to the public, as determined by STATE, without delay

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or advance notification to CITY, artist(s), or contractor.

1.9. STATE will not be responsible for the cost of any maintenance, repair, restoration, removal, or replacement of the MIGHTY 190 which is damaged by anything STATE does or does not do in the course of STATE's duty related to highway operation and activities. STATE will not be responsible for any damages to the MIGHTY 190 caused by vandalism or roadway accidents.

1.10. STATE will notify CITY thirty (30) days in advance of any planned work that may impact the MIGHTY 190. If the work required is due to a public safety hazard, this notification period does not apply. STATE will notify CITY as soon as practicable of the planned or performed public safety hazard work.

1.11. The installed MIGHTY 190 located within STATE's right-of-way will become property of the STATE.

2. CITY's roles and responsibilities hereunder, at CITY's expense, include the following:

2.1. CITY shall submit the final form of the design plans for the MIGHTY 190 to STATE's District Permit engineer for review and approval. CITY will obtain and have in place the necessary Encroachment Permit(s) prior to the start of any work within STATE's right of way. All proposed MIGHTY 190 design plans must meet STATE's standards as outlined in the Caltrans Project Development Procedures Manual, Chapter 29, Section 9 (dated 05/24/2018).

2.2. CITY shall MAINTAIN the MIGHTY 190 conforming to the design plans pre-approved by STATE for as long as it remains within STATE's right of way.

2.3. CITY is required to annually obtain an Encroachment Permit to perform work within STATE's right of way over a set 12-month period. This Encroachment Permit must be active prior to the start of any work within STATE's right of way. Work performed by CITY includes, but is not limited to, the installation, MAINTENANCE, restoration, or removal of the MIGHTY 190. A permit will be required of CITY's Contractor. CITY agrees that it shall remain subject to the terms and conditions of this AGREEMENT until termination of this AGREEMENT or until the MIGHTY 190 has been removed from STATE's right of way in its entirety, whichever is later.

2.4. CITY shall obtain an Encroachment Permit rider for any changes to the scope of work allowed by this AGREEMENT prior to the start of any work within STATE's right of way.

2.5. CITY will provide monthly inspection of the MIGHTY 190 to ensure a neat and attractive appearance.

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2.6. CITY will replace or repair damaged MIGHTY 190 when observed or within ninety (90) calendar days of being notified in writing by STATE.

2.7. CITY will remove the MIGHTY 190 and restore STATE owned areas to a safe and attractive condition acceptable to STATE, in the event this AGREEMENT is terminated as set forth herein.

2.8. CITY will expeditiously MAINTAIN, replace, repair, remove, or restore the MIGHTY 190 if it has become unsightly.

2.9. CITY will MAINTAIN, at CITY's expense, the MIGHTY 190 as shown on EXHIBIT A for as long as it remains in place. This includes, but is not limited to, graffiti removal and restoration work to maintain the integrity of the permitted MIGHTY 190.

2.10. CITY will perform Graffiti removal in conformance with applicable STATE policies and guidance existing at the time CITY performs work. City is required to promptly remove offensive messages and timely remove all other graffiti on the MIGHTY 190.

2.11. CITY's Maintenance practices must protect air and water quality as required by law. Should the MIGHTY 190 be removed, for whatever reason, CITY, at no cost to the STATE, will return the area where the MIGHTY 190 was located to a safe and attractive condition acceptable to State.

2.12. CITY may remove the MIGHTY 190 thirty (30) days following notification to STATE. CITY shall remove MIGHTY 190 and restore state-owned area to a safe and attractive condition acceptable to STATE.

2.13. CITY is required to obtain from artist, or any party CITY contracts with for the MIGHTY 190, and provide to State a signed, notarized and executed Caltrans Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork Agreement which assigns all copyright interests in the MIGHTY 190 to STATE and waives artist's moral rights protections against STATE.

2.14. CITY shall maintain all rights and obligations under this AGREEMENT with artists or any party it contracts with for the MIGHTY 190 to fulfill CITY's obligations under this AGREEMENT. These rights and obligations include, but are not limited to, the ability to repair, restore, remove, and MAINTAIN the MIGHTY 190.

3. STATE responsibilities under this AGREEMENT include:

3.1. Providing CITY with timely written notice when it has determined that the MIGHTY

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190 requires MAINTENANCE, repair, restoration or removal. However, the non-receipt of notice does not excuse CITY from MAINTENANCE responsibilities assumed under this AGREEMENT. MIGHTY 190 which in the opinion of STATE becomes a safety or operational concern, will be promptly removed, at no cost to STATE, by CITY.

3.2. Providing CITY the necessary Encroachment Permit(s) from STATE's District 6 Encroachment Permit Office upon application and approval and on an annual basis for CITY to perform its MAINTENANCE responsibilities prior to CITY entering STATE's right of way. These encroachment permits will be issued at no cost to CITY.

3.3. Providing CITY's contractor or artist(s) the necessary Encroachment Permit(s) from STATE prior to the start of any work within STATE's right of way.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. Nothing in this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT; or to affect the legal liability of a PARTY to the AGREEMENT by imposing any standard of care with respect to the operation and maintenance of STATE's highways and local facilities different from the standard of care imposed by law.

4.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify and hold harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation, copyright infringement, claims under the Visual Artists Rights Act, claims under the California Art Preservation Act, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed under this AGREEMENT is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8,

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Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this AGREEMENT is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE

6.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents, and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall identify the MIGHTY 190 by name, location and post-mile as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporated as EXHIBIT B.

6.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

7. TERMINATION - This AGREEMENT may be terminated by written consent of PARTIES or by STATE for cause or convenience. CITY's failure to comply with the provisions of this AGREEMENT may be grounds for a Notice of Termination by STATE.

8. TERM OF AGREEMENT - This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 7 above.

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PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF PORTERVILLE

By: _____
Mayor

Initiated and Approved

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
John Liu, Deputy District Director
Maintenance and Operations,
District 6

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EXHIBIT A

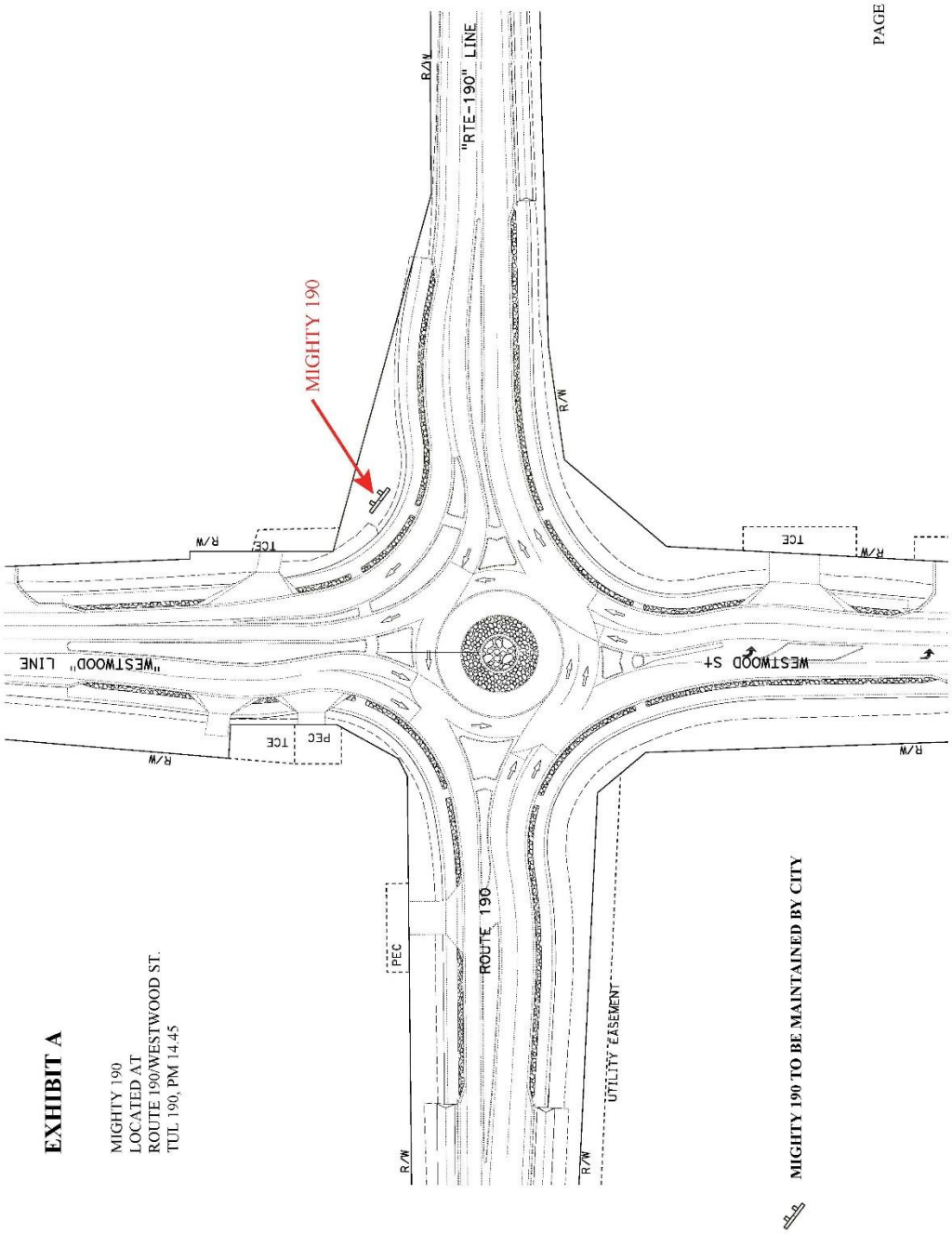
PAGE 1 OF 2
EXHIBIT A
MIGHTY 190
LOCATED AT
ROUTE 190/WESTWOOD ST.
TUL 190, PM 14.45
MIGHTY 190
"RTE-190" LINE
R/W
TCE
PEC
ROUTE 190
UTILITY EASEMENT
"WESTWOOD" LINE
WESTWOOD ST
MIGHTY 190 TO BE MAINTAINED BY CITY

EXHIBIT A

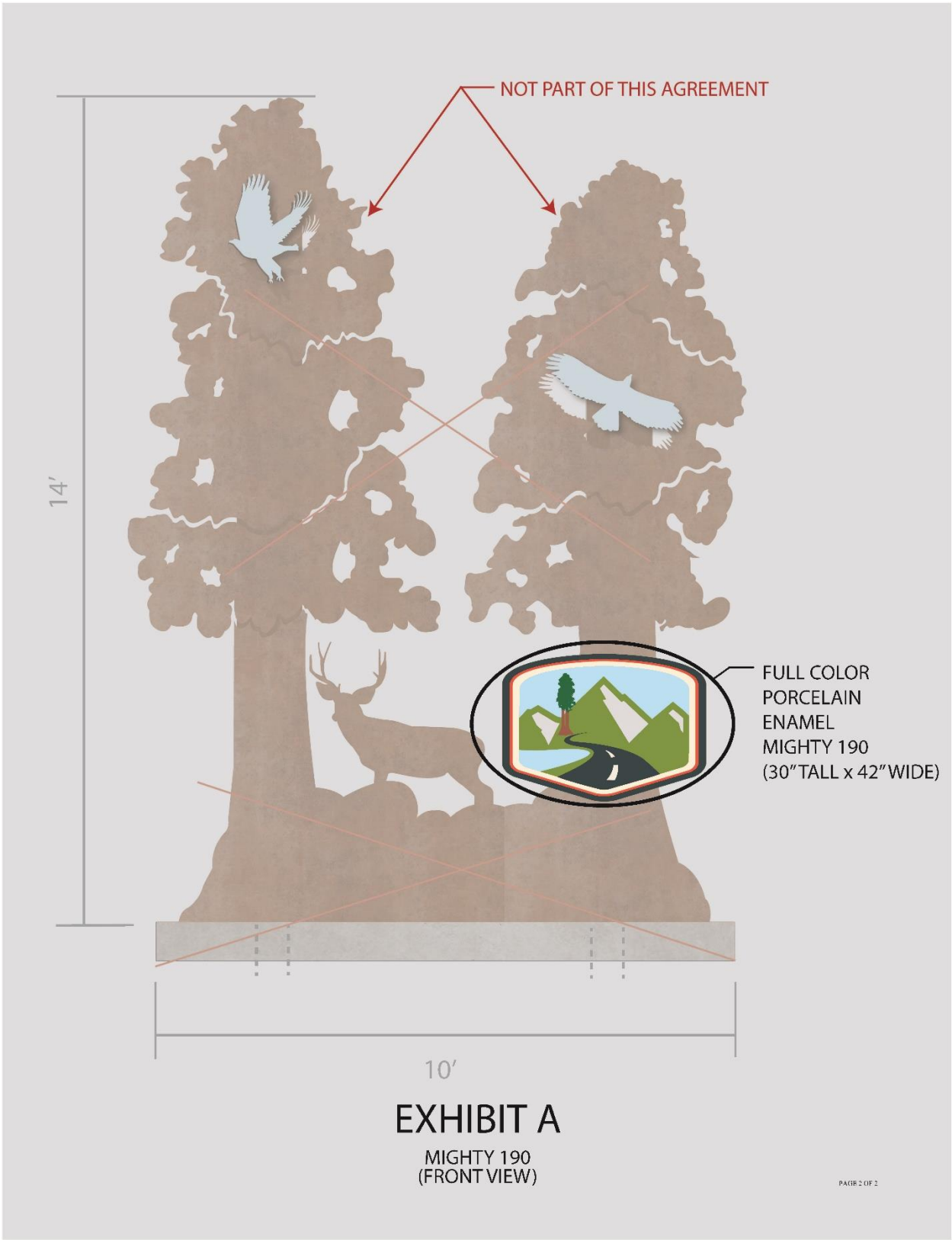
NOT PART OF THIS AGREEMENT
14′
FULL COLOR
PORCELAIN
ENAMEL
MIGHTY 190
(30″TALL x 42″WIDE)
10′
EXHIBIT A
MIGHTY 190
(FRONT VIEW)
PAGE 2 OF 2

EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF PORTERVILLE STATEMENT OF SELF INSURANCE

Department of Transportation _____20__
1352 W. Olive Avenue
Fresno, CA 93728-4067
ATTN: Daniel Lum

RE: Statement of Self Insurance for City of Porterville Related to Mighty 190 Transportation Art Maintenance Agreement with State of California Department of Transportation ("STATE") for the Mighty 190 along Highway Route 190 at Westwood Street (PM 13.45)

Dear Mr. Lum,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

FINANCE MANAGER

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TREE/EAGLE PROJECT SPECIFIC MAINTENANCE AGREEMENT WITH CITY OF PORTERVILLE

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Porterville; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, the PARTIES desire to work together to allocate their respective roles and responsibilities relative to the Transportation Asset constructed at the northeast corner of State Route 190 and Westwood Street within STATE's right of way; and,

2. WHEREAS, Cooperative Agreement Number 06-1730 was executed between County of Tulare and STATE on February 2, 2021 to construct Transportation Asset at the northeast corner of State Route 190 and Westwood Street, hereinafter referred to as "TREE/EAGLE"; and,

3. WHEREAS, CITY has agreed to assume maintenance responsibility of the PROJECT upon construction completion; and,

4. WHEREAS, this AGREEMENT addresses CITY's responsibilities for maintaining the Transportation Asset, hereinafter referred to as "TREE/EAGLE" placed within the State Highway System (SHS) on State Route 190 at postmile 13.45 in the County of Tulare. Location and detail of the TREE/EAGLE are shown in EXHIBIT A, attached hereto and incorporated herein; and,

5. WHEREAS, the PARTIES desire to identify maintenance responsibilities of CITY as defined in Section 27 of the California Streets and Highway Code and elsewhere in this AGREEMENT to include, but is not limited to, providing emergency repair and maintenance of TREE/EAGLE at the location shown in EXHIBIT A.

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

   1.1. When a change to this AGREEMENT is necessary, the PARTIES will execute a formal amendment in writing by and through their authorized representatives.

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1.2. PARTIES agree maintenance responsibilities include, but are not limited to: inspection, repair, graffiti removal and removal of adjacent overgrown vegetation, (collectively hereinafter "MAINTAIN/MAINTENANCE") of TREE/EAGLE This includes but is not limited to: graffiti removal and restoration work to maintain the integrity of the permitted TREE/EAGLE, and removal of overgrown vegetation surrounding TREE/EAGLE including the immediate area CITY uses as a means of access to maintain TREE/EAGLE

1.3. EXHIBIT A depicts a graphical front view and details of the TREE/EAGLE structure within STATE's right of way and where TREE/EAGLE will be located

1.4. CITY shall remove TREE/EAGLE whenever, in the opinion of STATE, it creates a maintenance or operational concern, such as, prevents ongoing maintenance, or causes an undue distraction. In the event CITY fails to remove TREE/EAGLE in a timely manner, STATE may remove TREE/EAGLE thirty (30) calendar days following written notification to CITY, and STATE will bill CITY for all costs of its removal and for the restoration of State-owned areas to their original condition.

1.5. If during the term of this AGREEMENT, CITY should cease to MAINTAIN the TREE/EAGLE to the satisfaction of STATE as provided by this AGREEMENT; or if in the opinion of the STATE the TREE/EAGLE creates an unsatisfactory condition, STATE may either undertake to remedy this condition, or itself remove TREE/EAGLE on behalf of CITY, at CITY's expense. Alternatively, the STATE may direct CITY to remove TREE/EAGLE at CITY'S sole expense and restore STATE'S right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any steps to MAINTAIN, remedy the unsatisfactory condition, or remove TREE/EAGLE; STATE will provide written notice to CITY to cure the default, or remove the TREE/EAGLE and CITY will have thirty (30) days within which to affect that cure, or remove the TREE/EAGLE.

1.6. STATE shall provide CITY with timely written notice when it has determined that TREE/EAGLE requires maintenance, repair, or removal. However, the non-receipt of notice does not excuse CITY from MAINTENANCE responsibilities assumed under this AGREEMENT. Should TREE/EAGLE become a safety or operational concern in the opinion of the STATE, it will be removed by CITY, at no cost to STATE.

1.7. STATE may remove TREE/EAGLE, partially or in its entirety, or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of CITY.

1.8. STATE may remove or alter TREE/EAGLE that presents an immediate safety hazard to the public, as determined by STATE, without delay or advance notification to CITY.

1.9. STATE will not be responsible for the cost of any maintenance, repair, restoration, or replacement of TREE/EAGLE which is damaged by anything STATE does or does not do in the course of STATE's duty related to highway operation and activities. STATE will not be responsible for any damages caused by any vandalism or accidents on the roadway.

1.10. STATE will notify CITY thirty (30) days in advance of any planned work that may impact the TREE/EAGLE. If the work required is due to a public safety hazard, this notification period does not apply, and STATE will notify CITY as soon as practicable of the planned or performed work.

1.11. TREE/EAGLE located within STATE right-of-way becomes property of the STATE.

2. CITY's responsibilities hereunder, at CITY's expense, include the following:

2.1. CITY shall submit the final form of the plans for TREE/EAGLE to STATE's District Permit engineer for review and approval and will obtain and have in place a valid necessary Encroachment Permit prior to the start of any work within STATE's right of way. All proposed TREE/EAGLE plans must meet STATE's standards.

2.2. CITY shall MAINTAIN TREE/EAGLE conforming to the plans pre-approved by STATE.

2.3. CITY is required to annually obtain an Encroachment Permit to perform work within STATE's right of way over a set 12-month period. This Encroachment Permit must be active prior to the start of any work within STATE's right of way. Work performed by CITY includes, but is not limited to the installation, MAINTENANCE, restoration or removal of TREE/EAGLE.

2.4. CITY shall obtain an Encroachment Permit rider for any changes to the scope of work allowed by this AGREEMENT prior to the start of any work within STATE's right of way.

2.5. CITY shall schedule routine MAINTENANCE of TREE/EAGLE to ensure a neat and attractive appearance. CITY shall coordinate said MAINTENANCE with STATE prior to the start of any work.

2.6. CITY agrees that it shall remain subject to the terms and conditions on this AGREEMENT until termination of this AGREEMENT or until TREE/EAGLE has been removed from STATE right of way in its entirety, whichever is later.

DRAFT

2.7. CITY shall replace or repair damaged TREE/EAGLE when observed or within thirty (30) calendar days of being notified in writing by STATE.

2.8. CITY shall remove TREE/EAGLE and restore state-owned areas to a safe and attractive condition acceptable to STATE, in the event this AGREEMENT is terminated as set forth herein.

2.9. CITY shall expeditiously MAINTAIN, replace, repair, remove, or restore TREE/EAGLE if it has become unsightly.

2.10. CITY will MAINTAIN, at CITY's expense, TREE/EAGLE for as long as it remains in place.

2.11. CITY will perform graffiti removal in conformance with applicable STATE policies and guidance existing at the time CITY performs work and shall require prompt removal of offensive messages and timely removal of all other graffiti.

2.12. CITY's MAINTENANCE practices must protect air and water quality as required by law. Should TREE/EAGLE be removed, for whatever reason, CITY, at no cost to the STATE, shall return the area where TREE/EAGLE was in place to its original condition.

2.13. CITY may remove part or all of TREE/EAGLE thirty (30) days following notification to STATE. CITY shall remove TREE/EAGLE and restore state-owned areas to a safe and attractive condition acceptable to STATE.

3. STATE responsibilities under this AGREEMENT include:

3.1. Providing CITY the necessary Encroachment Permit from STATE's District 6 Encroachment Permit Office upon application and approval, on an annual basis to perform CITY maintenance responsibilities prior to CITY entering STATE right of way. This permit will be issued at no cost to CITY.

3.2. Providing CITY's contractor an Encroachment Permit from STATE upon application and approval, prior to the start of any work within STATE's right of way.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this AGREEMENT or to affect the legal liability of a PARTY to the AGREEMENT by imposing any standard of care

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with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

4.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify and hold harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed under this AGREEMENT is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this AGREEMENT is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE

6.1. CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the TREE/EAGLE location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy

of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

6.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this AGREEMENT.

7. TERMINATION – Notwithstanding CITY's obligations set forth in Article 2.6 above, this AGREEMENT may be terminated by written consent of PARTIES or by STATE for cause or convenience. CITY's failure to comply with the provisions of this AGREEMENT may be grounds for a Notice of Termination by STATE.

8. TERM OF AGREEMENT - This AGREEMENT shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 7 above.

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PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF PORTERVILLE

By: _____
Mayor

Initiated and Approved

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy District Director
Maintenance and operations

DRAFT

EXHIBIT A

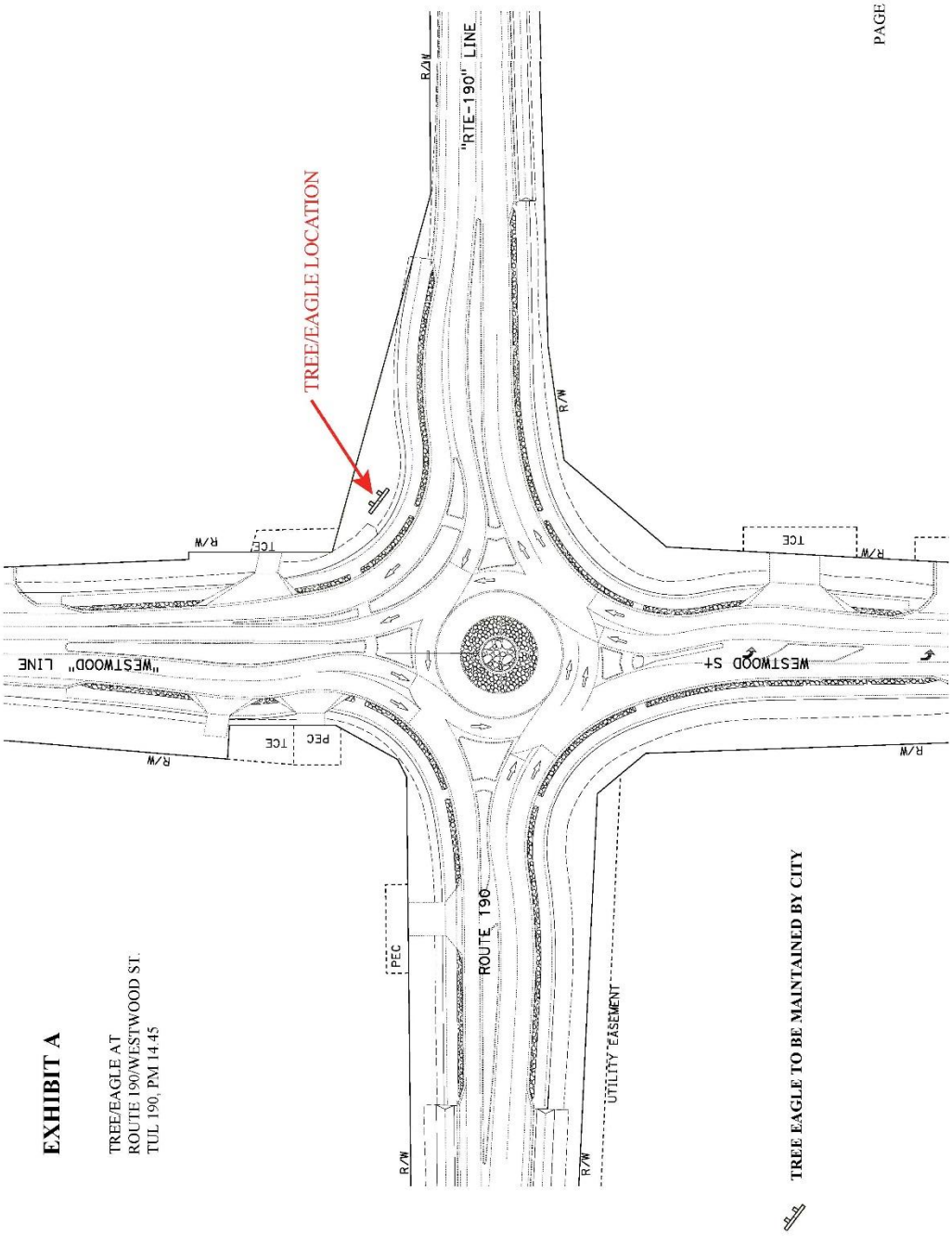

PAGE 1 OF 8
EXHIBIT A
TREE/EAGLE AT
ROUTE 190/WESTWOOD ST.
TUL 190, PM 14 45
TREE/EAGLE LOCATION
"RTE-190" LINE
"WESTWOOD" LINE
WESTWOOD ST
ROUTE 190
UTILITY EASEMENT
TCE
PEC
R/W
TREE EAGLE TO BE MAINTAINED BY CITY

EXHIBIT A

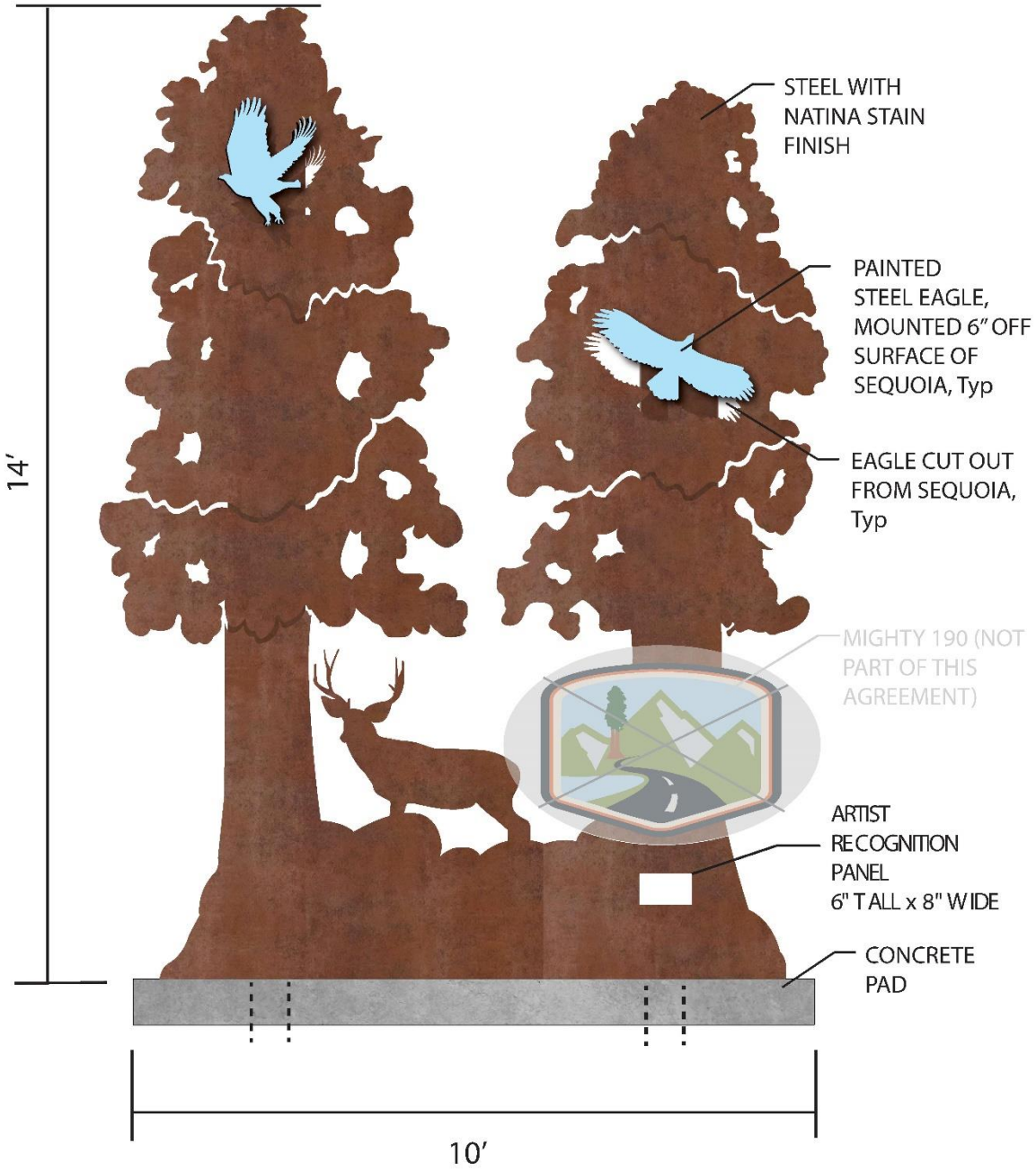


EXHIBIT A

TREE/EAGLE
(FRONT VIEW)

PAGE 2 OF 8

EXHIBIT A

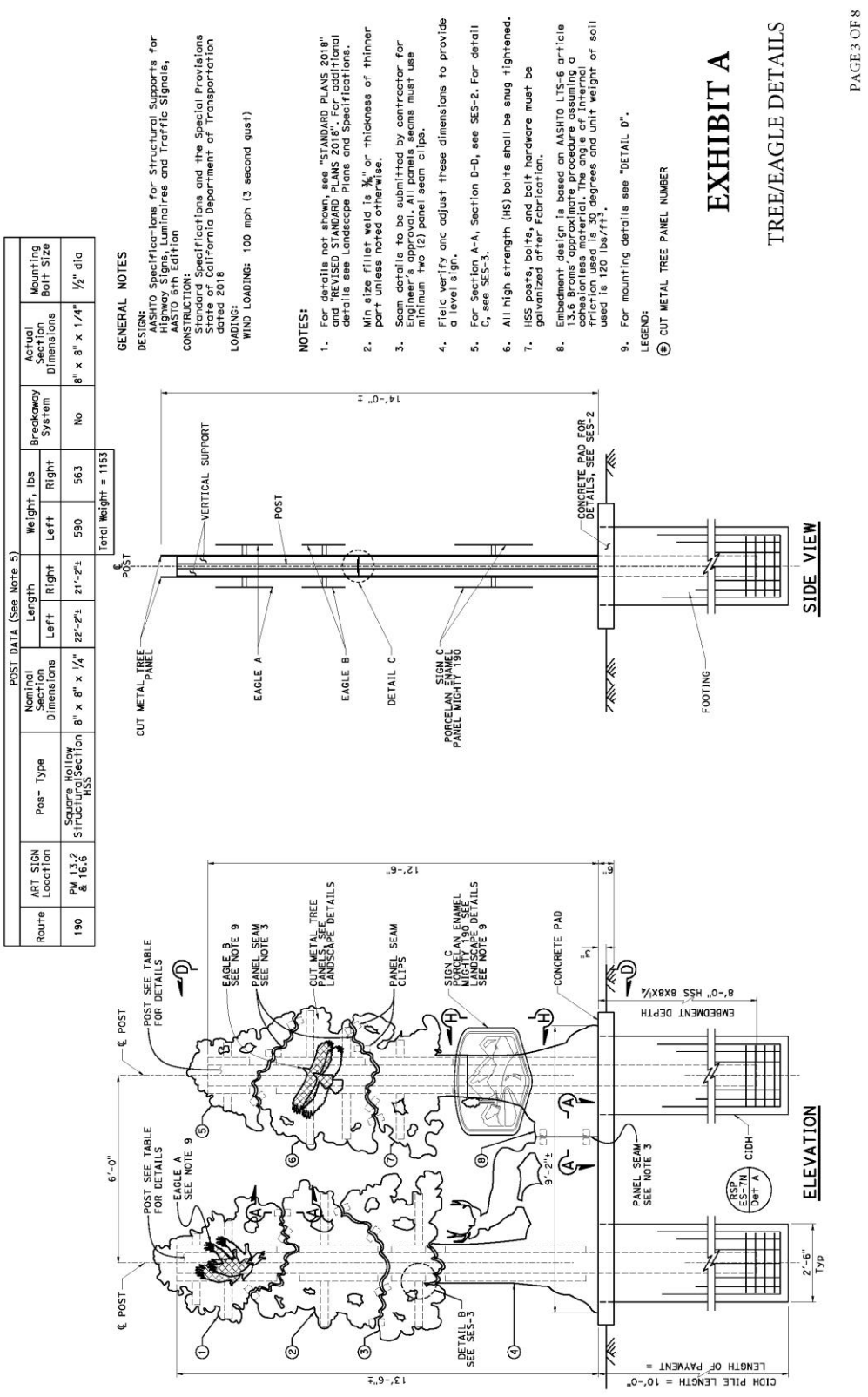

POST DATA (See Note 5)
Route
ART SIGN Location
Post Type
Nominal Section Dimensions
Length
Left
Right
Weight, lbs
Left
Right
Breakaway System
Actual Section Dimensions
Mounting Bolt Size
190
PM 13.2 & 16.6
Square Hollow Structural Section HSS
8" x 8" x 1/4"
22'-2"±
21'-2"±
590
563
No
8" x 8" x 1/4"
1/2" dia
Total Weight = 1153
GENERAL NOTES
DESIGN:
AASHTO Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, AASTO 6th Edition
CONSTRUCTION:
Standard Specifications and the Special Provisions State of California Department of Transportation dated 2018
LOADING:
WIND LOADING: 100 mph (3 second gust)
NOTES:
1. For details not shown, see "STANDARD PLANS 2018" and "REVISED STANDARD PLANS 2018". For additional details see Landscape Plans and Specifications.
2. Min size fillet weld is 3/16" or thickness of thinner part unless noted otherwise.
3. Seam details to be submitted by contractor for Engineer's approval. All panels seams must use minimum two (2) panel seam clips.
4. Field verify and adjust these dimensions to provide a level sign.
5. For Section A-A, Section D-D, see SES-2. For detail C, see SES-3.
6. All high strength (HS) bolts shall be snug tightened.
7. HSS posts, bolts, and bolt hardware must be galvanized after Fabrication.
8. Embedment design is based on AASHTO LTS-6 article 13.3 Beams supported by procedure assuming a cohesionless material. The soil internal friction used is 30 degrees and unit weight of soil used is 120 lbs/ft3.
9. For mounting details see "DETAIL D".
LEGEND:
(#) CUT METAL TREE PANEL NUMBER
EXHIBIT A
TREE/EAGLE DETAILS
PAGE 3 OF 8
SIDE VIEW
CUT METAL TREE PANEL
VERTICAL SUPPORT
POST
EAGLE A
EAGLE B
DETAIL C
SIGN C PORCELAN ENAMEL PANEL MIGHTY 190
CONCRETE PAD FOR DETAILS, SEE SES-2
FOOTING
14'-0"±
ELEVATION
POST SEE TABLE FOR DETAILS
℄ POST
EAGLE A SEE NOTE 9
EAGLE B SEE NOTE 9
PANEL SEAM SEE NOTE 3
CUT METAL TREE PANELS SEE LANDSCAPE DETAILS
PANEL SEAM CLIPS
SIGN C PORCELAN ENAMEL MIGHTY 190 SEE LANDSCAPE DETAILS SEE NOTE 9
CONCRETE PAD
6'-0"
12'-6"
9'-2"±
DETAIL B SEE SES-3
13'-6"±
8'-0" HSS 8X8X1/4
EMBEDMENT DEPTH
PANEL SEAM SEE NOTE 3
CIDH
RSP ES-7N Det A
2'-6" Typ
CIDH PILE LENGTH = 10'-0"
LENGTH OF PAVEMENT =

EXHIBIT A

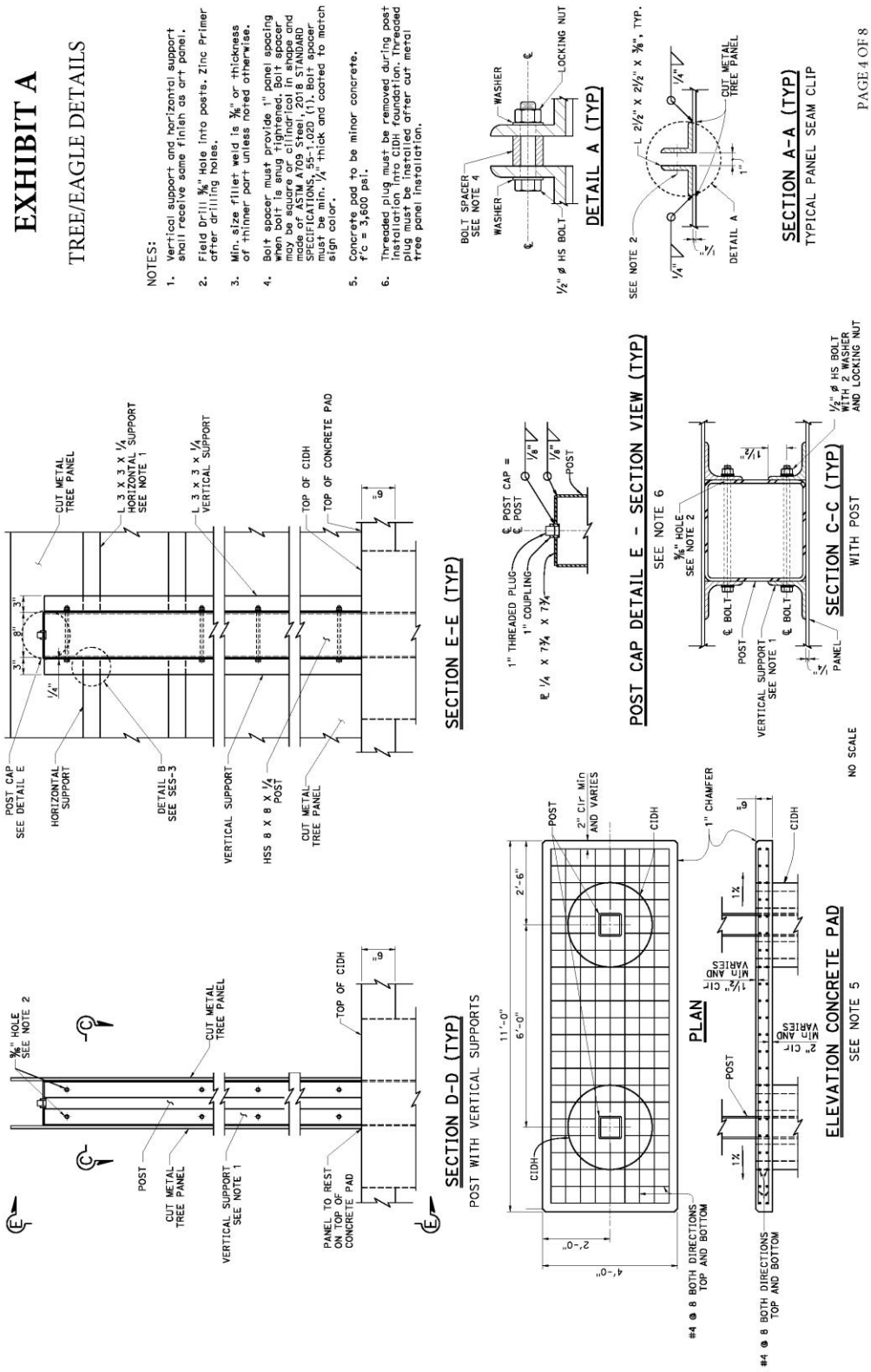


EXHIBIT A
TREE/EAGLE DETAILS
NOTES:
1. Vertical support and horizontal support shall receive same finish as art panel.
2. Field Drill ⅝" Hole into posts. Zinc Primer after drilling holes.
3. Min. size fillet weld is ⅜" or thickness of thinner part unless noted otherwise.
4. Bolt spacer must provide 1" panel spacing when bolt is snug tightened. Bolt spacer may be square or linear (2) 1⅛" knobs and must be ASTM A 709 Steel (201 STANDARD SPECIFICATIONS, 55-1.020 (1)). Bolt spacer must be min. ¼" thick and coated to match sign color.
5. Concrete pad to be minor concrete. f'c = 3,600 psi.
6. Threaded plug must be removed during post installation into CIDH foundation. Threaded plug must be installed after cut metal tree panel installation.
BOLT SPACER SEE NOTE 4
WASHER
LOCKING NUT
½" ø HS BOLT
DETAIL A (TYP)
SEE NOTE 2
L 2½" x 2½" x ⅜", TYP.
CUT METAL TREE PANEL
DETAIL A
SECTION A-A (TYP)
TYPICAL PANEL SEAM CLIP
PAGE 4 OF 8
POST CAP SEE DETAIL E
HORIZONTAL SUPPORT
DETAIL B SEE SES-3
VERTICAL SUPPORT
HSS 8 X 8 X ¼ POST
CUT METAL TREE PANEL
TOP OF CIDH
TOP OF CONCRETE PAD
SECTION E-E (TYP)
1" THREADED PLUG
1" COUPLING
℄ POST CAP = ℄ POST
PL ¼ X 7¾ X 7¾
POST CAP DETAIL E - SECTION VIEW (TYP)
SEE NOTE 6
⅝" HOLE SEE NOTE 2
VERTICAL SUPPORT SEE NOTE 1
PANEL
½" ø HS BOLT WITH 2 WASHER AND LOCKING NUT
SECTION C-C (TYP)
WITH POST
⅝" HOLE SEE NOTE 2
CUT METAL TREE PANEL
POST
VERTICAL SUPPORT SEE NOTE 1
PANEL TO REST ON TOP OF CONCRETE PAD
SECTION D-D (TYP)
POST WITH VERTICAL SUPPORTS
2" Clr Min AND VARIES
1" CHAMFER
#4 @ 8 BOTH DIRECTIONS TOP AND BOTTOM
PLAN
NO SCALE
ELEVATION CONCRETE PAD
SEE NOTE 5

EXHIBIT A

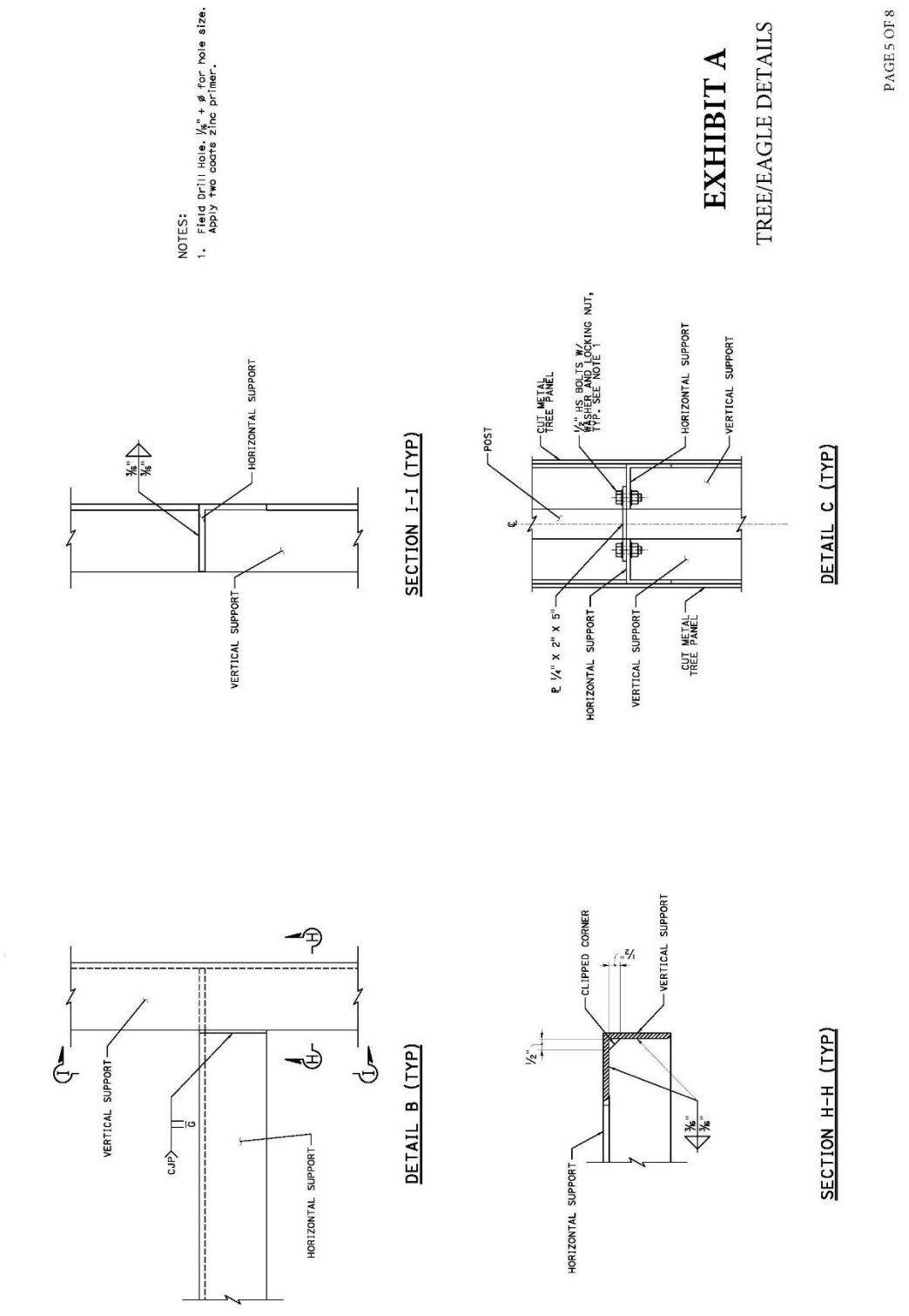


EXHIBIT A

TREE/EAGLE DETAILS

PAGE 5 OF 8

EXHIBIT A

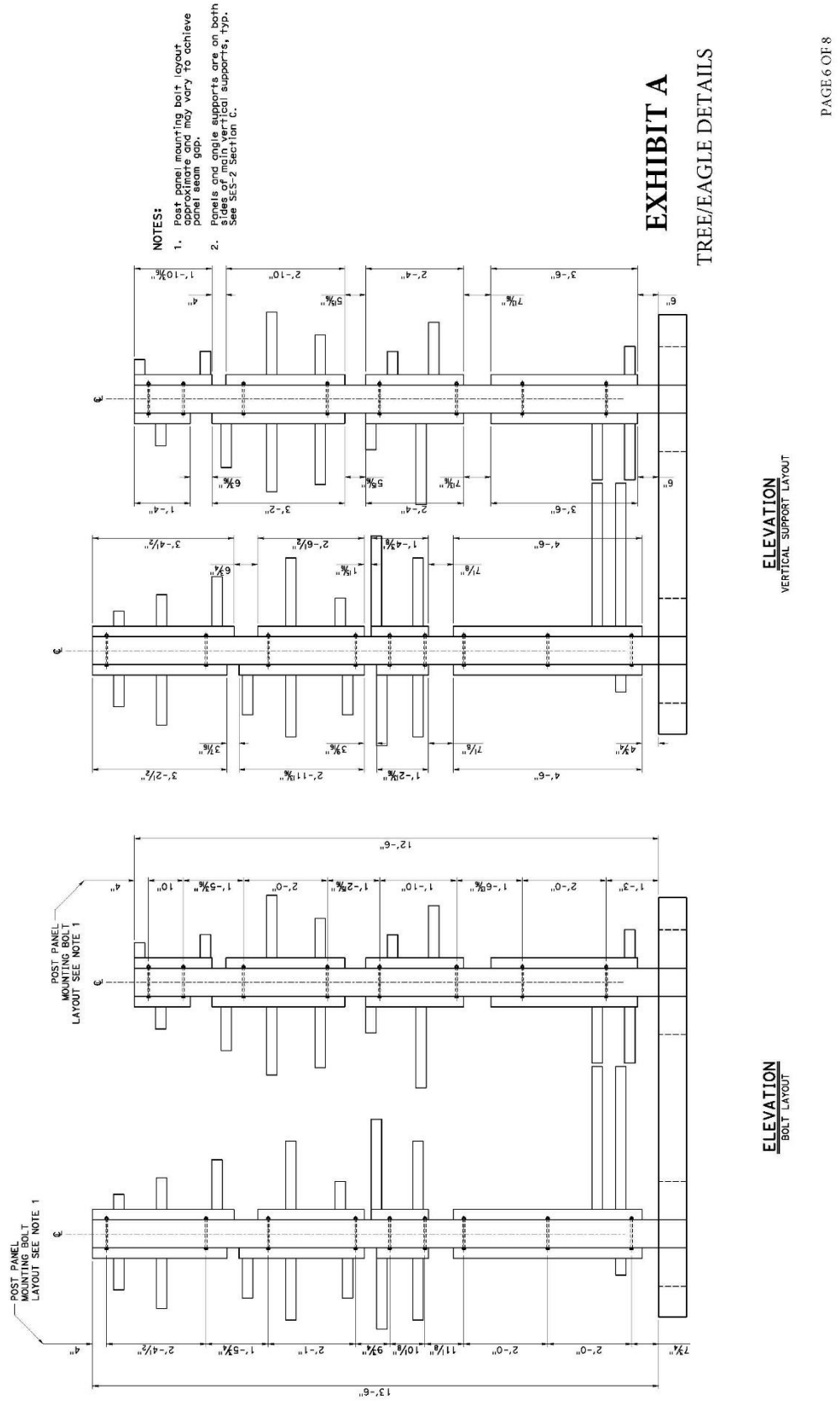


EXHIBIT A
TREE/EAGLE DETAILS
PAGE 6 OF 8
NOTES:
1. Post panel mounting bolt layout dimensions and may vary to achieve panel seam gap.
2. Panels and angle supports are on both sides of mullion, typ. See SES-2 section C.
ELEVATION
VERTICAL SUPPORT LAYOUT
ELEVATION
BOLT LAYOUT
POST PANEL MOUNTING BOLT LAYOUT SEE NOTE 1
POST PANEL MOUNTING BOLT LAYOUT SEE NOTE 1

EXHIBIT A

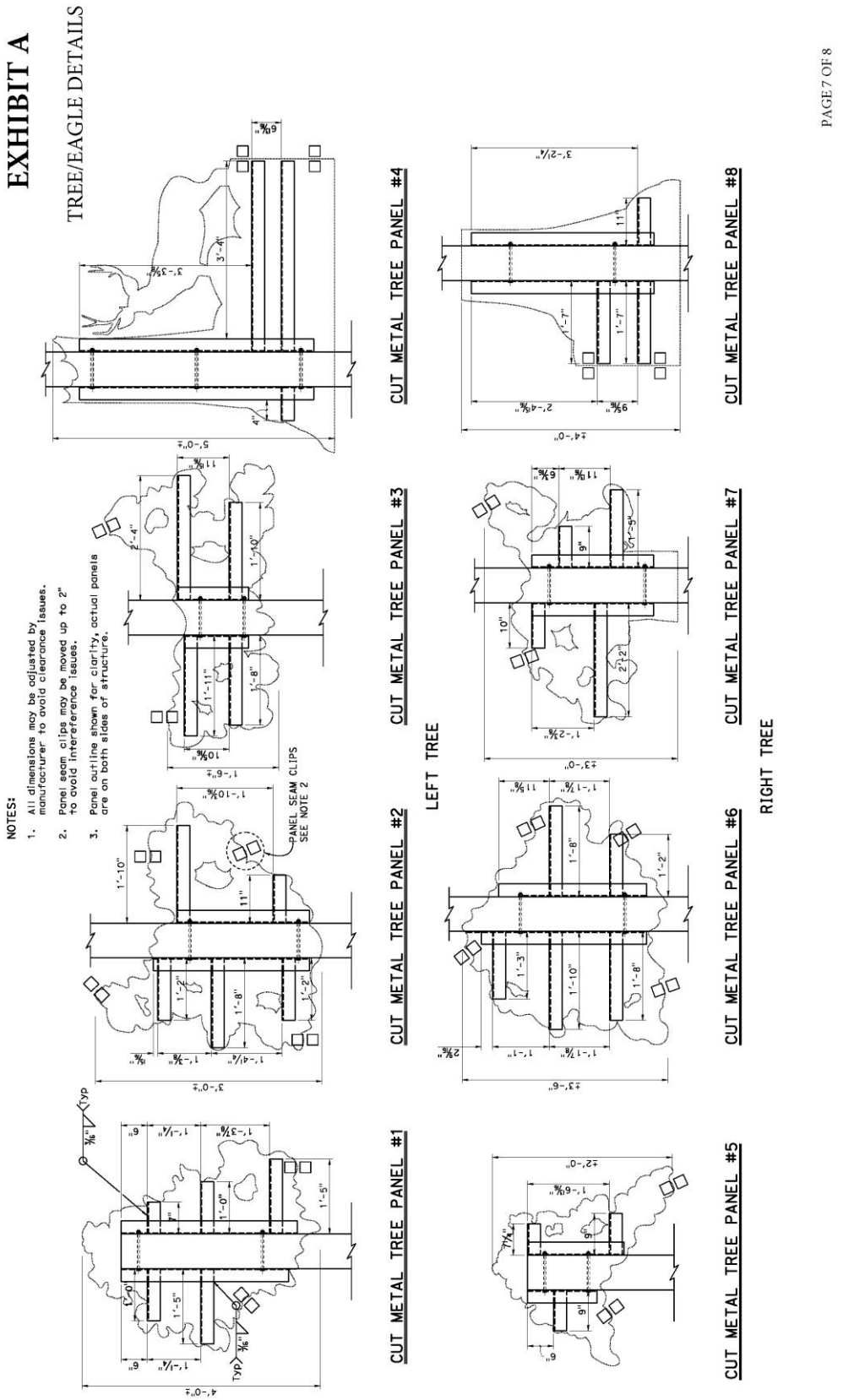
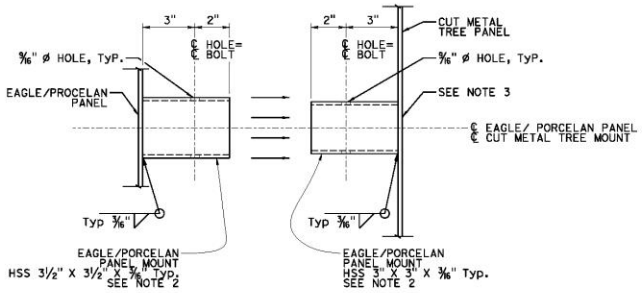
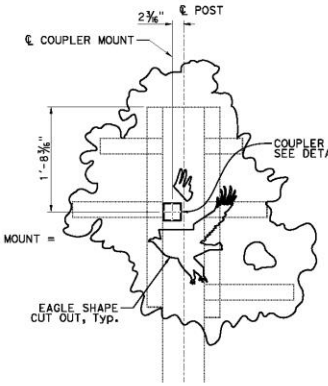


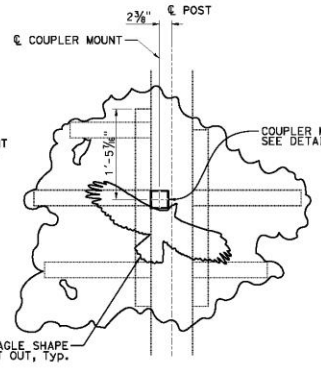
EXHIBIT A
TREE/EAGLE DETAILS
NOTES:
1. All dimensions may be adjusted by manufacturer to avoid clearance issues.
2. Panel seam clips may be moved up to 2" to avoid interference issues.
3. Panel outline shown for clarity, actual panels are on both sides of structure.
PANEL SEAM CLIPS SEE NOTE 2
CUT METAL TREE PANEL #1
CUT METAL TREE PANEL #2
CUT METAL TREE PANEL #3
CUT METAL TREE PANEL #4
LEFT TREE
CUT METAL TREE PANEL #5
CUT METAL TREE PANEL #6
CUT METAL TREE PANEL #7
CUT METAL TREE PANEL #8
RIGHT TREE



COUPLER MOUNT DETAIL D
SEE NOTE 3



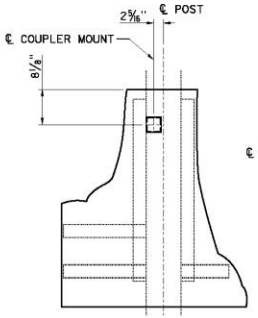
EAGLE "A" CUT TREE PANEL SIDE



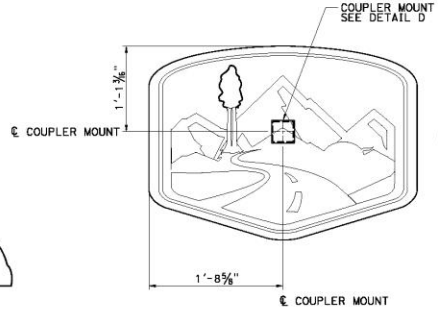
EAGLE "B" CUT TREE PANEL SIDE

NOTES:

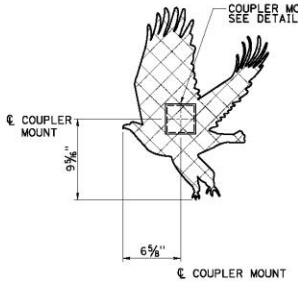
1. Field Drill Hole. 1/16" + ø for hole size. Apply two coats zinc primer.
2. HSS 3 1/2" x 3 1/2" x 3/16" and 3" x 3" x 3/16" with Rivets connecting Eagle to Cut Metal Tree Panel. Details to be submitted by Contractor for Engineer's Approval.
3. 1/2" ø BOLT with 2 washers and 1 nut. 1/2" ø BOLT and NUT must be security/ tamper proof.



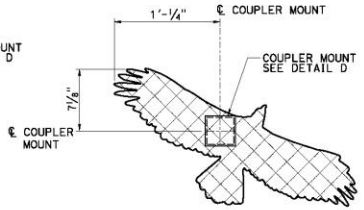
COUPLER MOUNT LOCATION - SIGN C CUT TREE PANEL SIDE



SIGN C



EAGLE A



EAGLE B

EXHIBIT A

TREE/EAGLE DETAILS

EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF PORTERVILLE STATEMENT OF SELF INSURANCE

Department of Transportation
1352 W. Olive Avenue
Fresno, CA 93728-4067
ATTN: Daniel Lum

_____20__

RE: Statement of Self Insurance for City of Porterville Related to Tree/Eagle Project Specific Maintenance Agreement with State of California Department of Transportation ("STATE") for the Tree/Eagle along Highway Route 190 at Westwood Street (PM 13.45)

Dear Mr. Lum,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

FINANCE MANAGER

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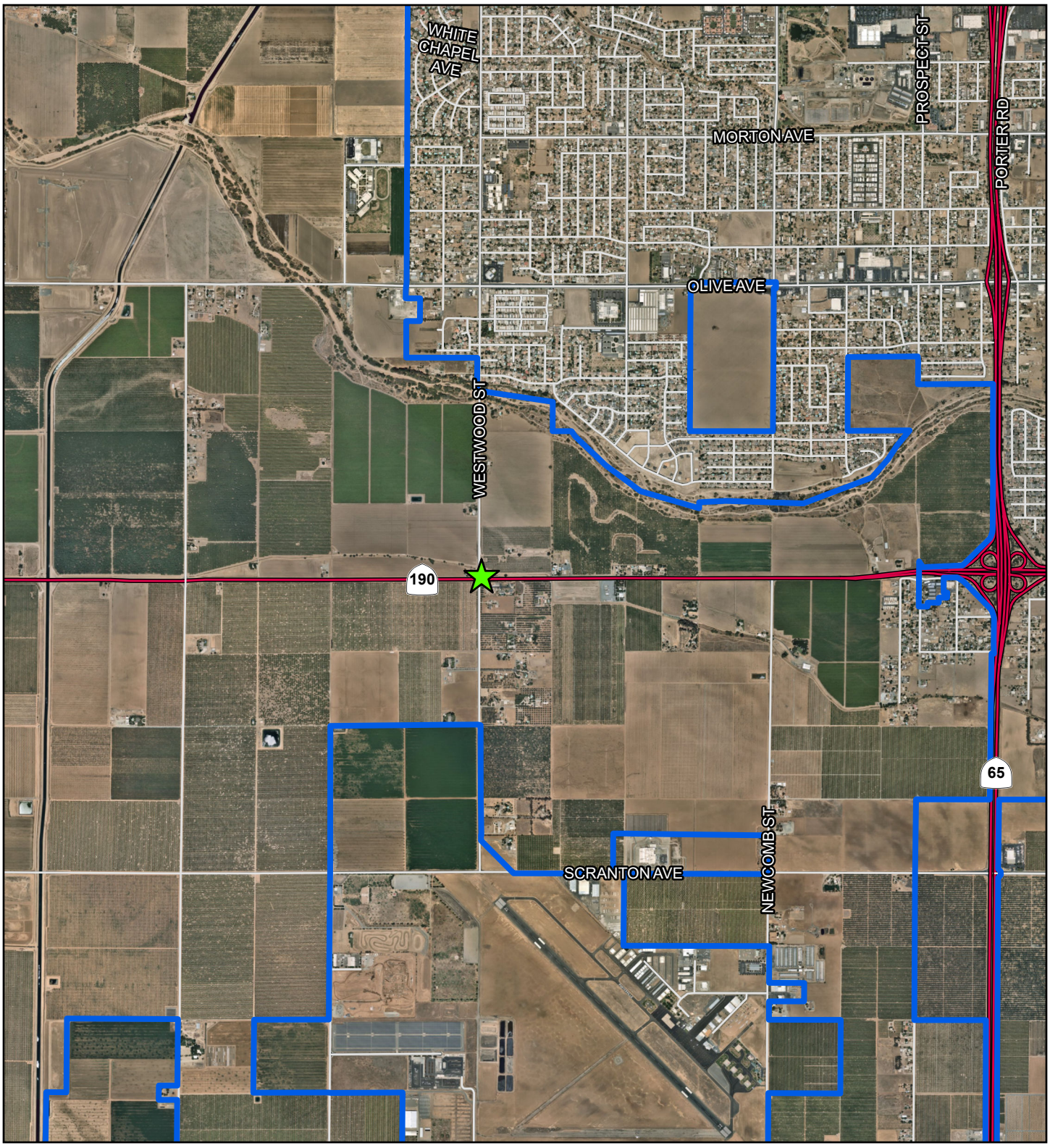
Transportation Art
Locator Map



Project Location

City Limits

1 in = 2,500 feet

N

Date Printed: 4/27/2022 by the Community Development Department

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Tul	190	13.2/16.6	XX	???

R. Bradbury Cole
LICENSED LANDSCAPE ARCHITECT

XX-XX-XX
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

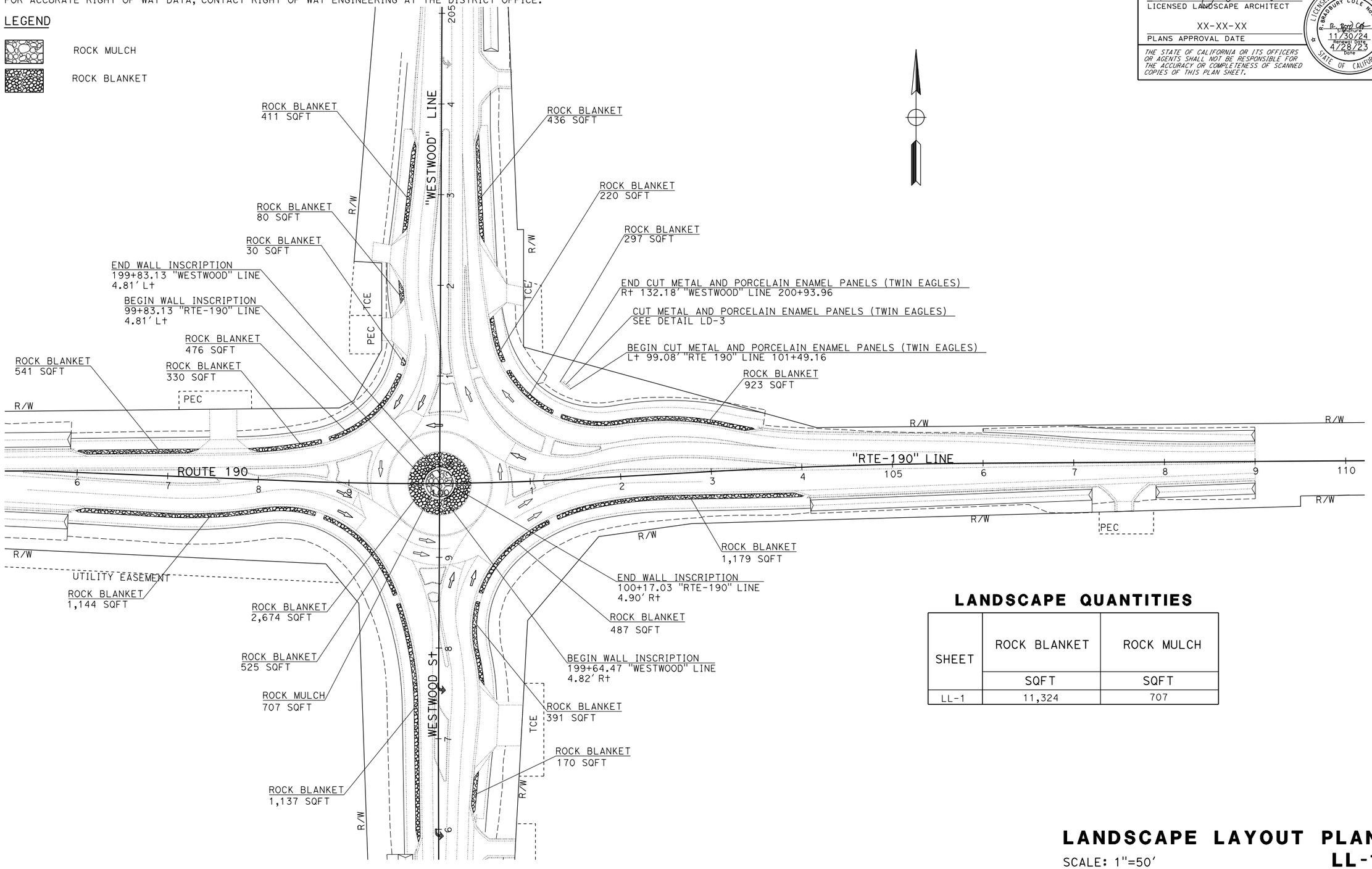
LICENSED LANDSCAPE ARCHITECT R. BRADBURY COLE NO. 7518
Signature 11/30/24
Renewal Date
4/28/23
Date
STATE OF CALIFORNIA

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

ROCK MULCH

ROCK BLANKET



LANDSCAPE QUANTITIES

SHEET	ROCK BLANKET	ROCK MULCH
	SQFT	SQFT
LL-1	11,324	707

LANDSCAPE LAYOUT PLAN
SCALE: 1"=50'

LL-1

CALCULATED-DESIGNED BY	RAYMOND SEGURA	
CHECKED BY	MICHELLE MAGGI	
REVISED BY	DATE REVISED	
SENIOR LANDSCAPE ARCHITECT	BRAD COLE	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans® LANDSCAPE ARCHITECTURE

LAST REVISION 04-28-23
DATE PLOTTED => 3-MAY-2023
TIME PLOTTED => 16:08

BORDER LAST REVISED 7/2/2010 | USERNAME => s117200 | DGN FILE => 0619000026sj001.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 1501 | PROJECT NUMBER & PHASE 06190000261

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Tul	190	13.2/16.6	XX	???

LICENSED LANDSCAPE ARCHITECT

XX-XX-XX
PLANS APPROVAL DATE

LICENSED LANDSCAPE ARCHITECT R. BRADBURY COLE No. 7518 Signature 11/30/24 Renewal Date 4/28/23 Date STATE OF CALIFORNIA

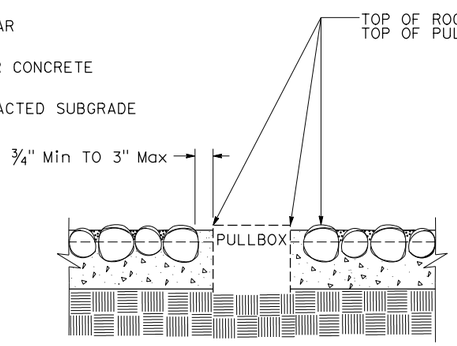
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

LEGEND:

MORTAR

MINOR CONCRETE

COMPACTED SUBGRADE



SECTION

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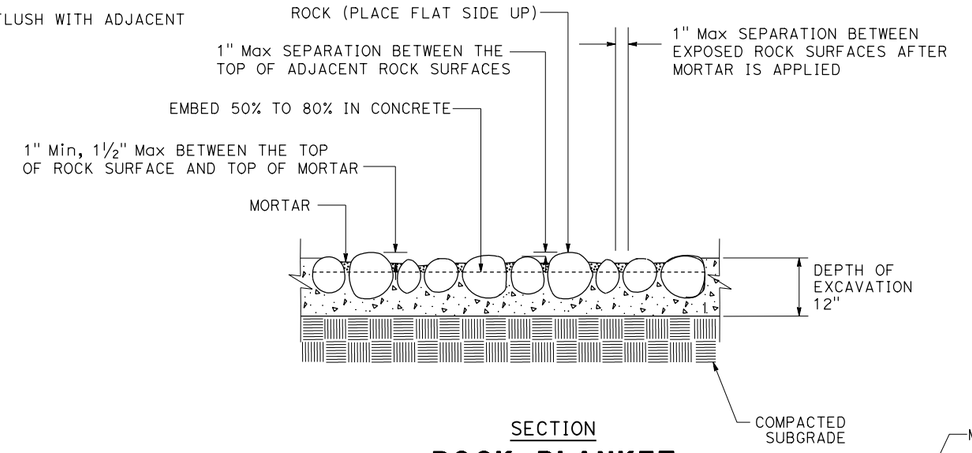

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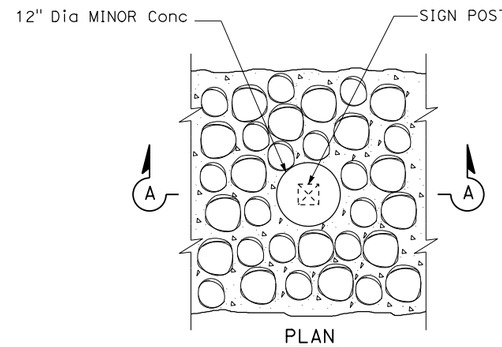
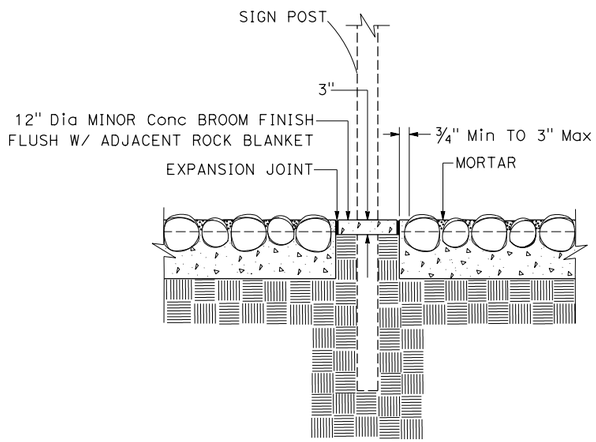


PLAN



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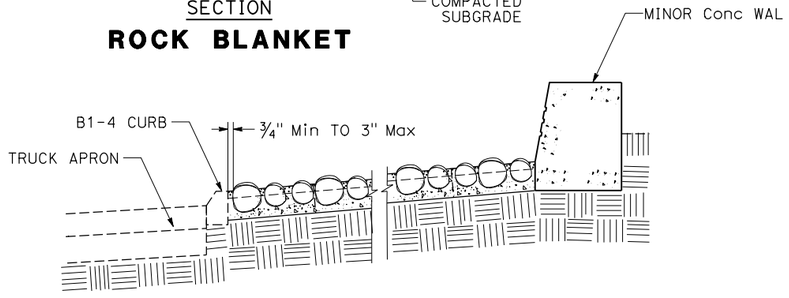

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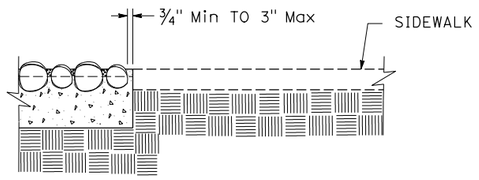

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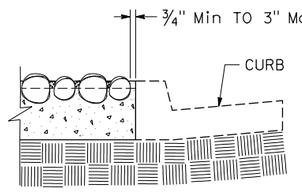


SECTION

ROCK BLANKET AT CURB

LANDSCAPE DETAILS

NO SCALE

LD-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans® LANDSCAPE ARCHITECTURE

SENIOR LANDSCAPE ARCHITECT: BRAD COLE

CALCULATED-DESIGNED BY: RAYMOND SEGURA
CHECKED BY: MICHELLE MAGGI
REVISED BY
DATE REVISED

LAST REVISION 04-28-23
DATE PLOTTED => 3-MAY-2023
TIME PLOTTED => 16:09

BORDER LAST REVISED 7/2/2010

USERNAME => s117200
DGN FILE => 0619000026sk001.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 1501

PROJECT NUMBER & PHASE 06190000261

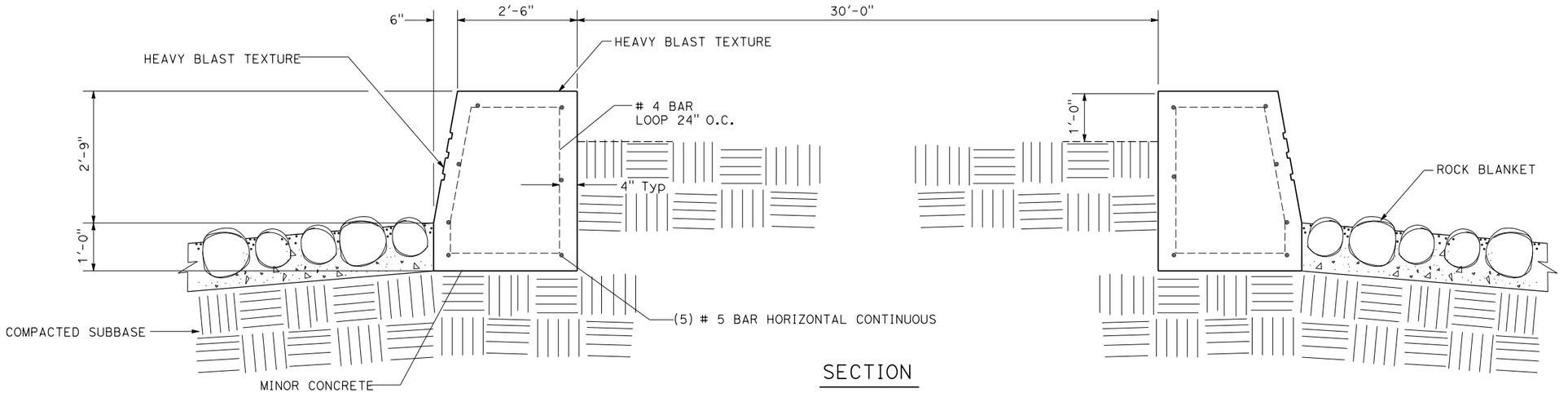
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Tul	190	13.2/16.6	XX	???

LICENSED LANDSCAPE ARCHITECT

XX-XX-XX
PLANS APPROVAL DATE

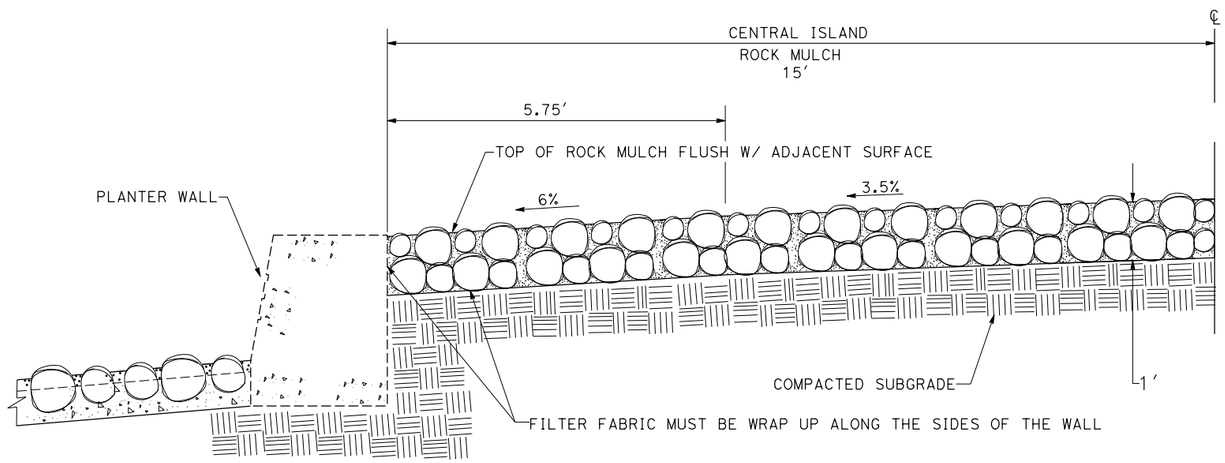
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

LICENSED LANDSCAPE ARCHITECT
R. BRADBURY COLE NO. 7518
Signature
11/30/24
Renewal Date
4/28/23
Date
STATE OF CALIFORNIA



SECTION

MINOR CONCRETE PLANTER



SECTION

ROCK MULCH

LANDSCAPE DETAILS

NO SCALE

LD-2

LAST REVISION 04-28-23
DATE PLOTTED => 3-MAY-2023
TIME PLOTTED => 16:09

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans® LANDSCAPE ARCHITECTURE

SENIOR LANDSCAPE ARCHITECT: BRAD COLE

CALCULATED-DESIGNED BY: RAYMOND SEGURA
CHECKED BY: MICHELLE MAGGI

REVISED BY	DATE REVISED

BORDER LAST REVISED 7/2/2010

USERNAME => s117200
DGN FILE => 0619000026sk002.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 1501

PROJECT NUMBER & PHASE 06190000261

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Tul	190	13.2/16.6	XX	???

LICENSED LANDSCAPE ARCHITECT

XX-XX-XX
PLANS APPROVAL DATE

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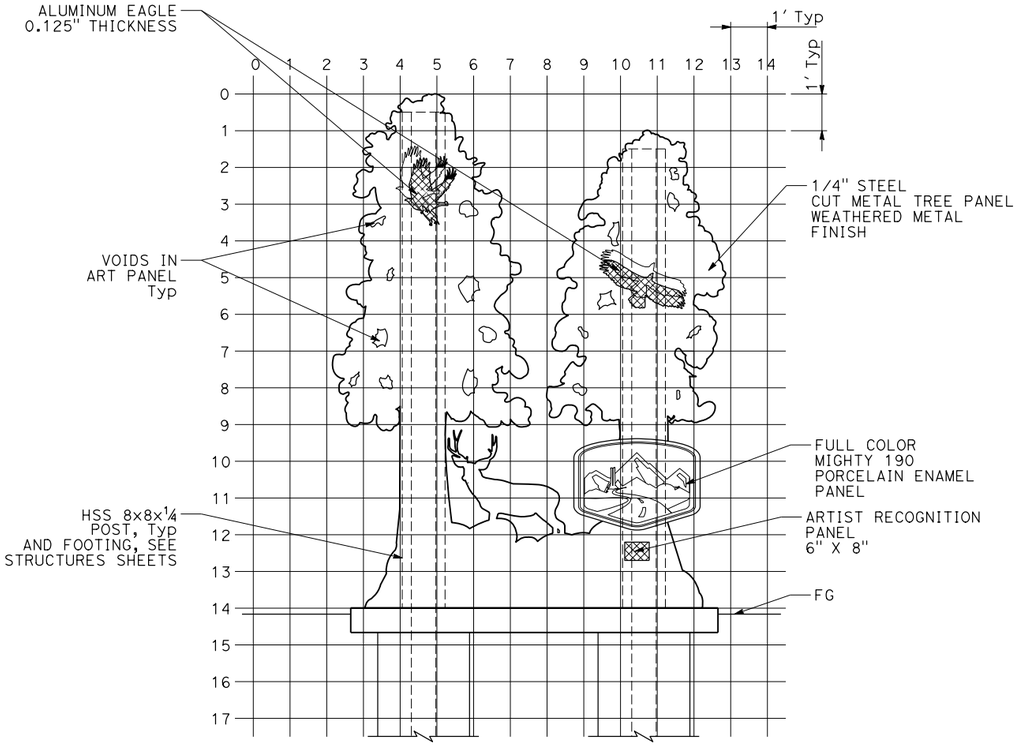
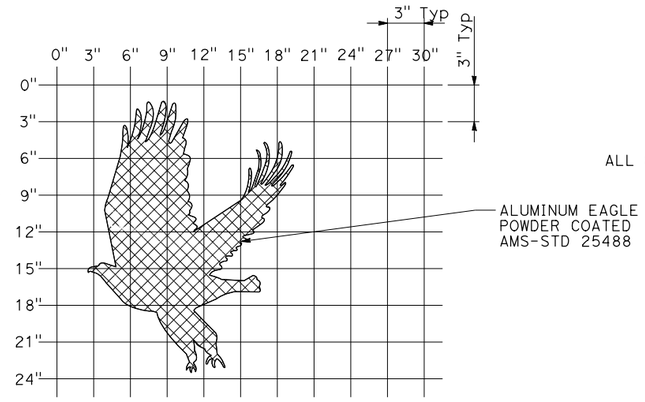
LICENSED LANDSCAPE ARCHITECT R. BRADBURY COLE NO. 7518 Signature 11/30/22 Renewal Date 4/28/23 Date STATE OF CALIFORNIA

NOTE (THIS SHEET ONLY):

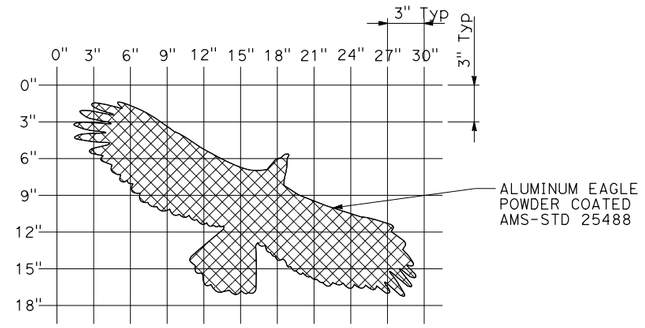
SEE STRUCTURES SHEETS FOR CONNECTION OF CUT METAL TREE PANELS AND ALUMINUM EAGLES.



ELEVATION
NOTE: MIRRORED ON BOTH SIDES



ELEVATION EAGLE A



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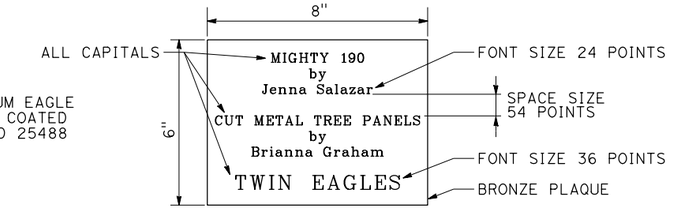
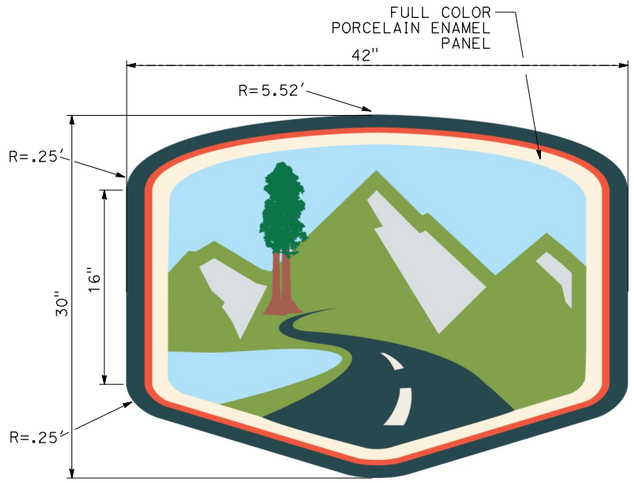
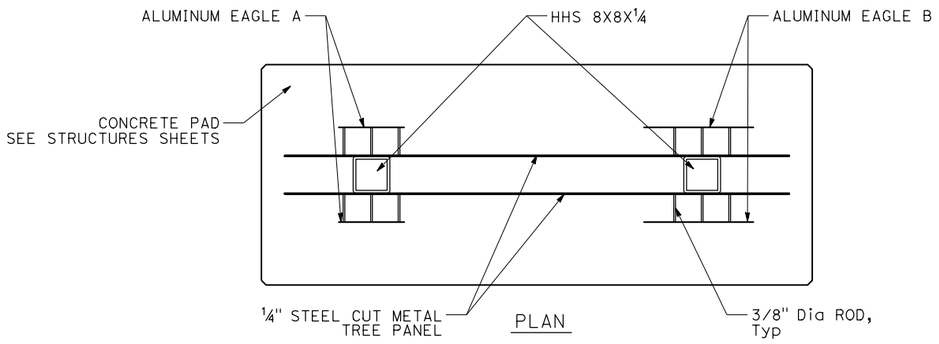


ARTIST RECOGNITION PANEL
*FONT TYPE TIMES NEW ROMAN OR EQUAL



MIGHTY 190



PLAN

SECTION

CUT METAL AND PORCELAIN ENAMEL PANELS (TWIN EAGLES)

LANDSCAPE DETAILS
NO SCALE **LD-3**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans® LANDSCAPE ARCHITECTURE
SENIOR LANDSCAPE ARCHITECT: BRAD COLE
CALCULATED-DESIGNED BY | CHECKED BY: RAYMOND SEGURA
REVISED BY: BRIANNA GRAHAM | DATE REVISED

LAST REVISION 04-28-23 | DATE PLOTTED => 3-MAY-2023 | TIME PLOTTED => 16:09

BORDER LAST REVISED 7/2/2010 | USERNAME => s117200 | DGN FILE => 0619000026sk003.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 1501 | PROJECT NUMBER & PHASE 06190000261

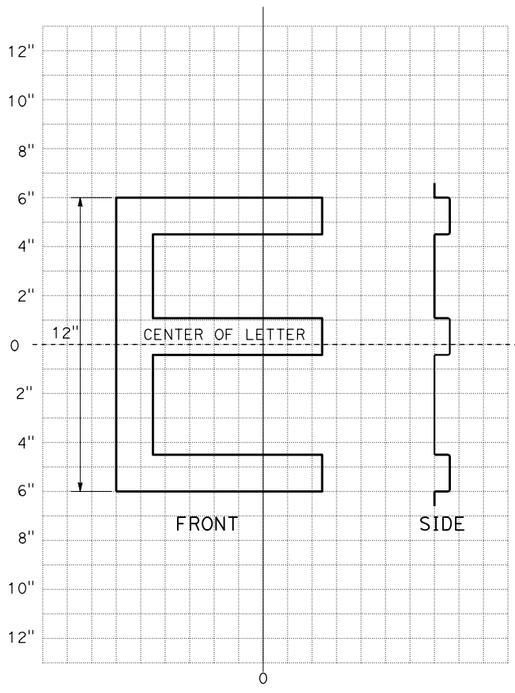
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Tul	190	13.2/16.6	XX	???

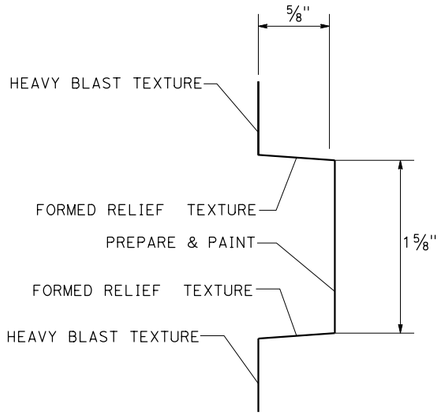
R. Brad Cole
LICENSED LANDSCAPE ARCHITECT

XX-XX-XX
PLANS APPROVAL DATE

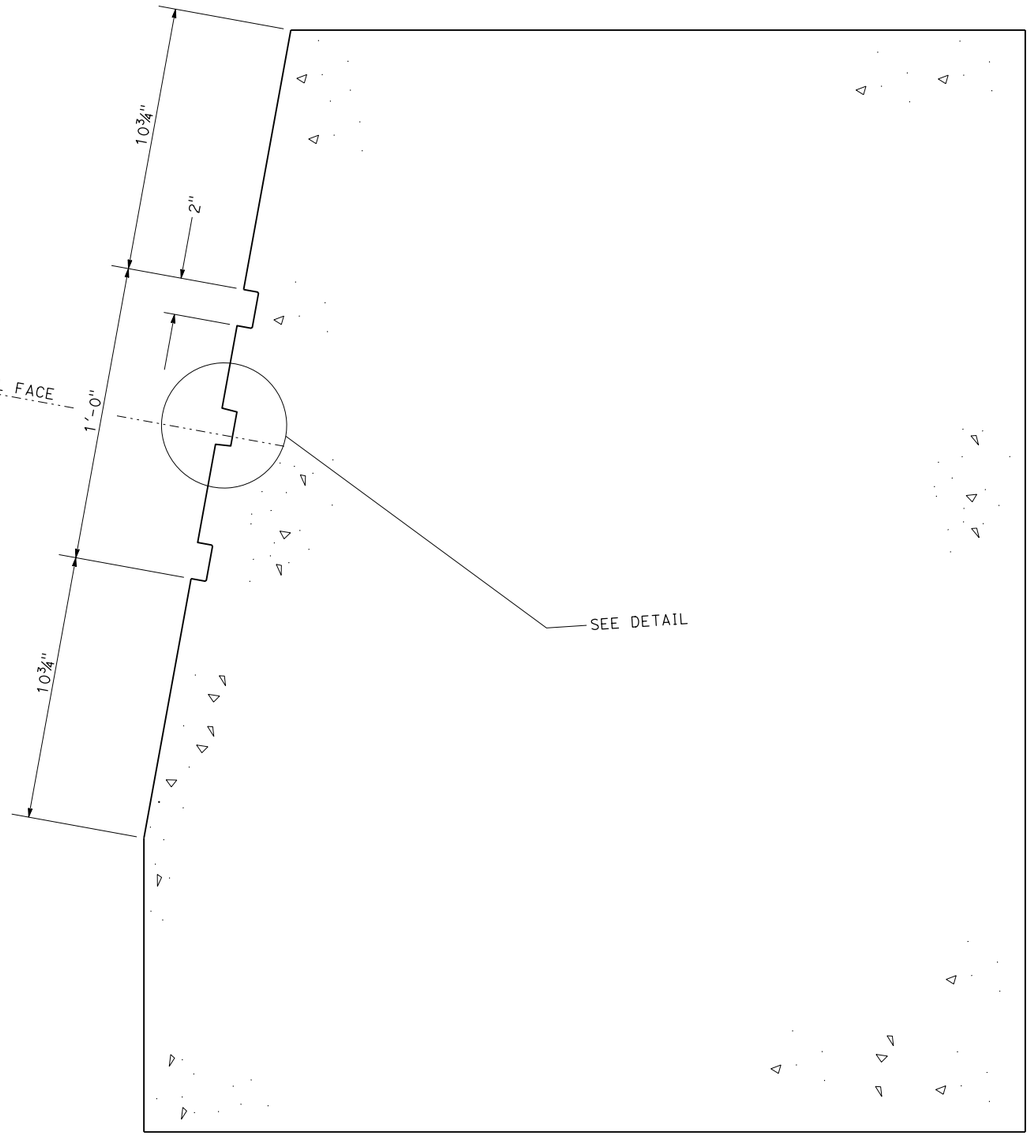
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

LICENSED LANDSCAPE ARCHITECT
R. BRADBURY COLE NO. 7518
R. Brad Cole
Signature
11/30/24
Renewal Date
4/28/23
Date
STATE OF CALIFORNIA





DETAIL



SECTION

WALL INSCRIPTION

LANDSCAPE DETAILS
NO SCALE

LD-4

LAST REVISION 04-28-23
DATE PLOTTED => 3-MAY-2023
TIME PLOTTED => 16:10

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans® LANDSCAPE ARCHITECTURE
SENIOR LANDSCAPE ARCHITECT: BRAD COLE
CALCULATED-DESIGNED BY
CHECKED BY: BRIANNA GRAHAM
REVISED BY: RAYMOND SEGURA
DATE REVISED

BORDER LAST REVISED 7/2/2010
USERNAME => s117200
DGN FILE => 0619000026sk004.dgn
RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3
UNIT 1501
PROJECT NUMBER & PHASE 06190000261

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Tul	190	13.2/16.6	XX	???

R. Brad Cole
LICENSED LANDSCAPE ARCHITECT

XX-XX-XX
PLANS APPROVAL DATE

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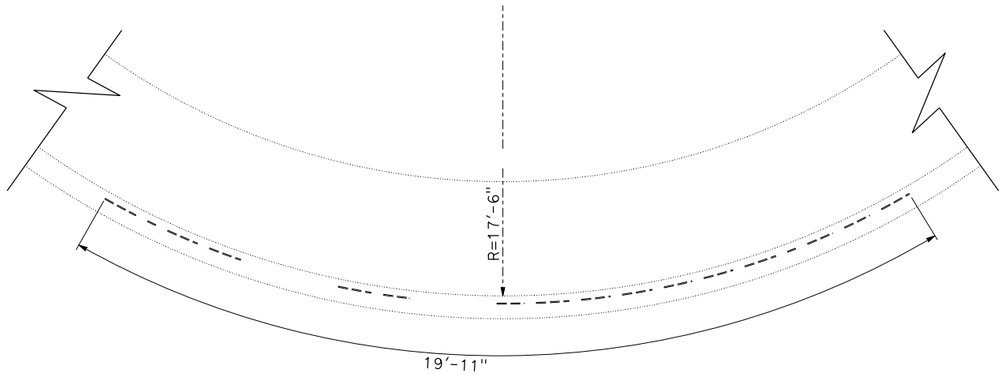
LICENSED LANDSCAPE ARCHITECT
R. BRADBURY COLE NO. 7518
Signature
11/30/24
Renewal Date
4/28/23
Date
STATE OF CALIFORNIA



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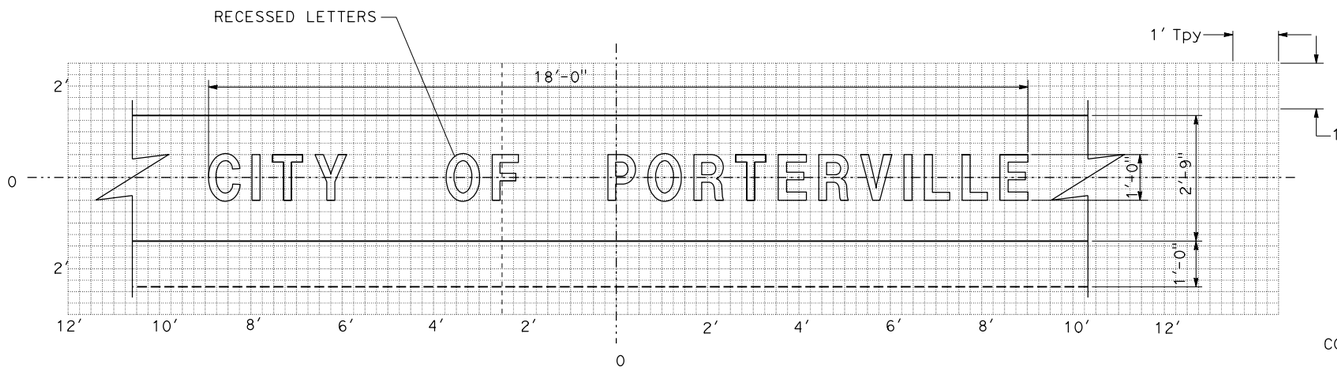
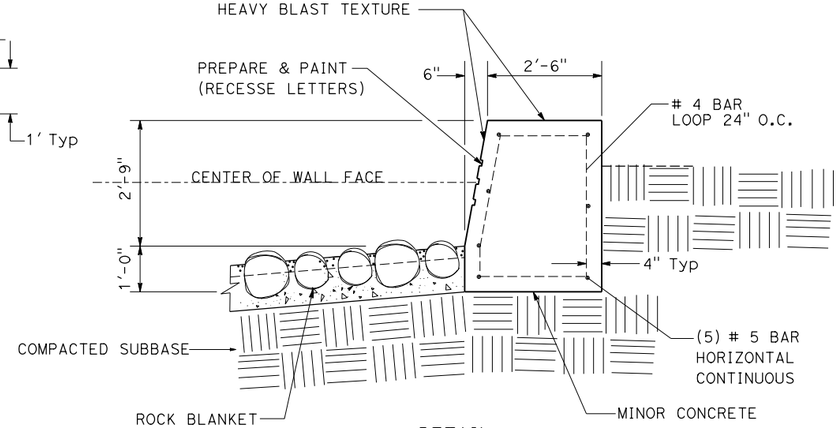


ELEVATION



DETAIL

WALL INSCRIPTION

LANDSCAPE DETAILS
NO SCALE **LD-5**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LANDSCAPE ARCHITECTURE
SENIOR LANDSCAPE ARCHITECT: BRAD COLE
CALCULATED-DESIGNED BY: RAYMOND SEGURA
CHECKED BY: BRIANNA GRAHAM
REVISED BY
DATE REVISED

LAST REVISION 04-28-23
DATE PLOTTED => 3-MAY-2023
TIME PLOTTED => 16:10

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UNIT 1501
PROJECT NUMBER & PHASE 06190000261

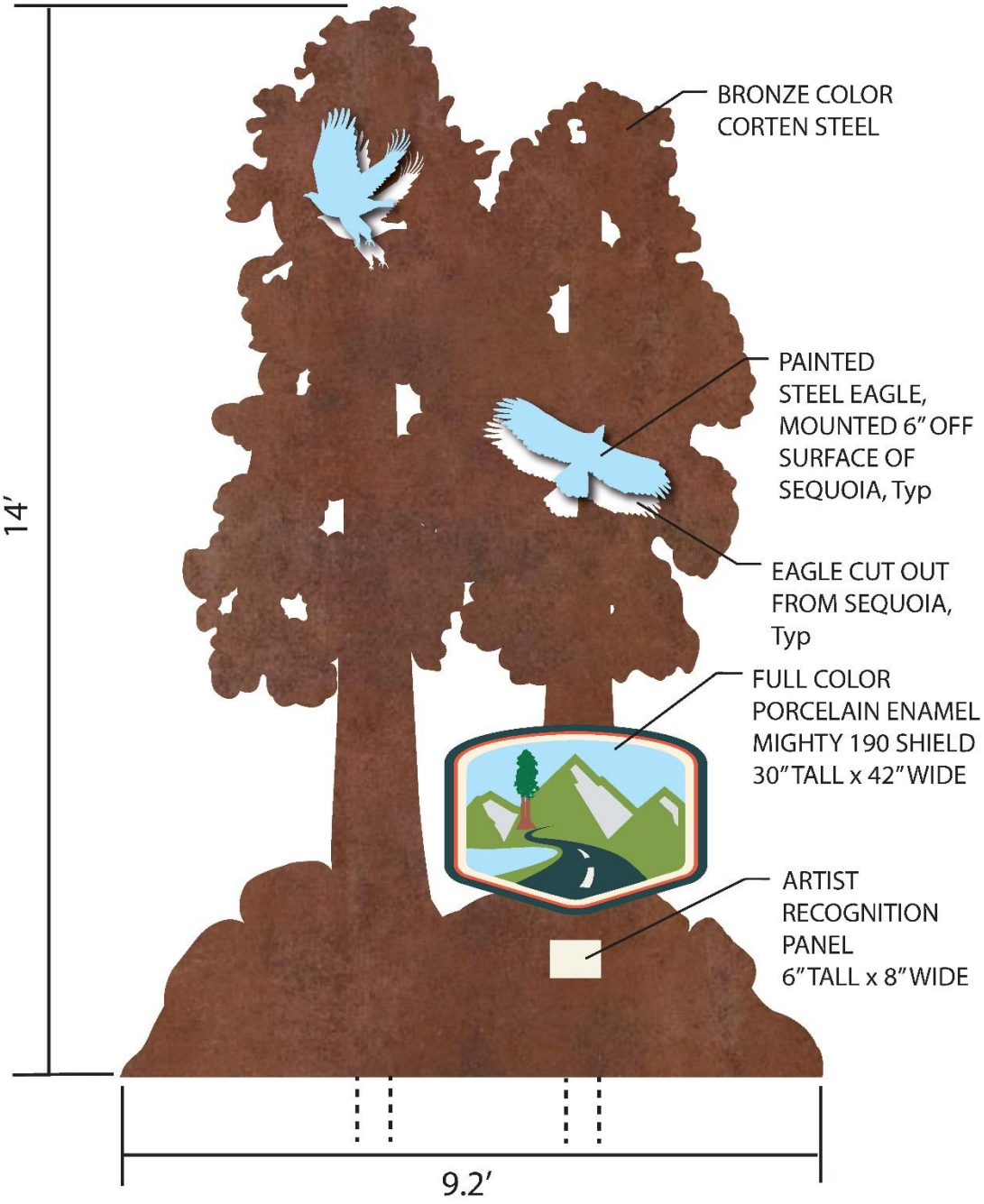

EXHIBIT A

TRANSPORTION ART
AT
ROUTE 190/WESTWOOD STREET
Tul 190, PM 13.45

SUBJECT: Sewer Utility Districts Annual Assessments Fiscal Year 2023-2024

SOURCE: Engineering and Project Management

COMMENT: At its meetings on April 16, 2013, October 15, 2013, February 3, 2016, and September 4, 2018, the City Council conducted Public Hearings for the formal formation of the Sewer Utility Districts for Areas 458, 455 A, 459 A & C, and 456 A, B & C and E. Henderson Avenue respectively. These four districts were completed by the City and Resolutions were approved to send the annual assessments to the Tulare County Auditor-Controller/Treasurer-Tax Collector office for repayment to the City.

The assessments, once approved by the Council, are placed upon the tax bill benefiting property owners as a special assessment, and collected by Tulare County. The assessment process must be fully filed with Tulare County by August 10, 2023, for the 2023-2024 tax year. Tulare County requires annual Resolutions from the Council in order to accept the annual assessments. Assessments are based on the final construction costs, sewer laterals and construction management.

Area 455 A Sewer Utility Districts Assessment includes 216 parcels at a total assessed cost of $42,435.32. This upcoming fiscal year is also the tenth year of the 30-year Assessment period.

Areas 456 A, B, & C and E. Henderson Avenue Assessment includes 198 parcels at a total assessed amount of $62,441.50. This is the fourth year of the 30-year Assessment period.

Area 458 Sewer Utility District Assessment includes 382 parcels at a total assessed amount of $82,757.36. The upcoming fiscal year will be the tenth of the 30-year Assessment period.

Areas 459 A & C Sewer Utility Districts Assessment includes 319 parcels at a total assessed amount of $56,621.12. This is the eighth year of the 30-year Assessment period.

The Districts were formed to allow property owners to reimburse the City over thirty (30) years at three percent (3%) interest. The total amounts received from prior year assessments as well as voluntary pre-payments are as follows:

Fiscal Year Assessments	Assessment Revenue	Voluntary Pre-Payments	Current Delinquencies
2014/2015	$126,276.45	$130,032.42	$0.00

2015/2016	$126,603.98	$69,048.43	$0.00
2016/2017	$185.089.50	$15,259.88	$78.68
2017/2018	$183,773.89	$21,973.81	$681.31
2018/2019	$182,080.78	$4,003.33	$1,172.96
2019/2020	$182,032.68	$69,693.20	$730.70
2020/2021	$241,837.74	$20,315.12	$3,101.11
2021/2022	$240,335.24	$6,431.26	$4,955.18
2022/2023	$234,251.09	$9,373.03	$11,035.09
Totals:	**$1,702,281.35**	**$346,369.48**	**$21,755.03**

Staff is recommending that the City Council adopt the attached draft Resolutions approving the annual assessments for the 2023-2024 tax year.

RECOMMENDATION: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2023-2024 tax year.

ATTACHMENTS:

1. Attachment A - Direct Charge (Special Assessment) Control
2. Attachment B - Authority to Approve Direct Charge (Special Assessment) Changes
3. Attachment C - Compliance Certification and Hold Harmless Statement
4. Draft Resolution - Area 455 Special Assessments
5. Draft Resolution - Area 456 Special Assessments
6. Draft Resolution - Area 458 Special Assessments
7. Draft Resolution - Area 459 Special Assessments
8. Locator Map - Area 455
9. Locator Map - Area 456
10. Locator Map - Area 458
11. Locator Map - Area 459

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

TULARE COUNTY AUDITOR-CONTROLLER Attachment A

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: July 18, 2023

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM:

Agency City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Daniel Cervantez, (559) 782-7462

Hours Contact Person is available M-F 8:00 am- 5:00 pm

E-mail (if available) dcervantez@ci.porterville.ca.us

Check items included:

X **1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.**

X **2. Change authorization sheet.**

_____ **3. Parcel listing. (not required if submitting electronically)**

Fund/Charge Control

Tax Code	Fund Name	Parcel Count	Amount
52531	PTV455SEWER	216	$42,435.32
52531	PTV456SEWER	198	$62,441.50
52531	PTV458SEWER	382	$82,757.36
52531	PTV459SEWER	319	$56,621.12

Attach additional control sheets if necessary.

Attachment B

TULARE COUNTY AUDITOR-CONTROLLER

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT) CHANGES

DISTRICT/AGENCY City of Porterville

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME	**SAMPLE SIGNATURE**
John D Lollis	
Daniel Cervantez	

Agency Official **Date**

City Engineer

Title

Attachment C

Compliance Certification and Hold Harmless Statement

The City of Porterville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying this submission to the County Auditor-Controller for inclusion on the secured property tax roll are in compliance with the law.

Article XIIIC. Sec. 2 c. "Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision b."

Article XIIIC. Sec. 2 d. "No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved."

Article XIIID. Sec. 5. "…this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."

Article XIIID. Sec. 6 d. "Beginning July 1, 1997, all fees or charges shall comply with this section."

In addition, the City/District agrees that it shall be solely liable and responsible, and will defend and hold the County harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City/District by the County; and

The City/District shall be solely liable and responsible, and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

Approved by the governing Board on July 18, 2023
Date

_____ _____

City Manager Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 18h day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 456 A, B & C, and E Henderson Ave Sewer Utility District was completed on September 4, 2018; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

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PASSED, APPROVED AND ADOPTED, this 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on February 17, 2015; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

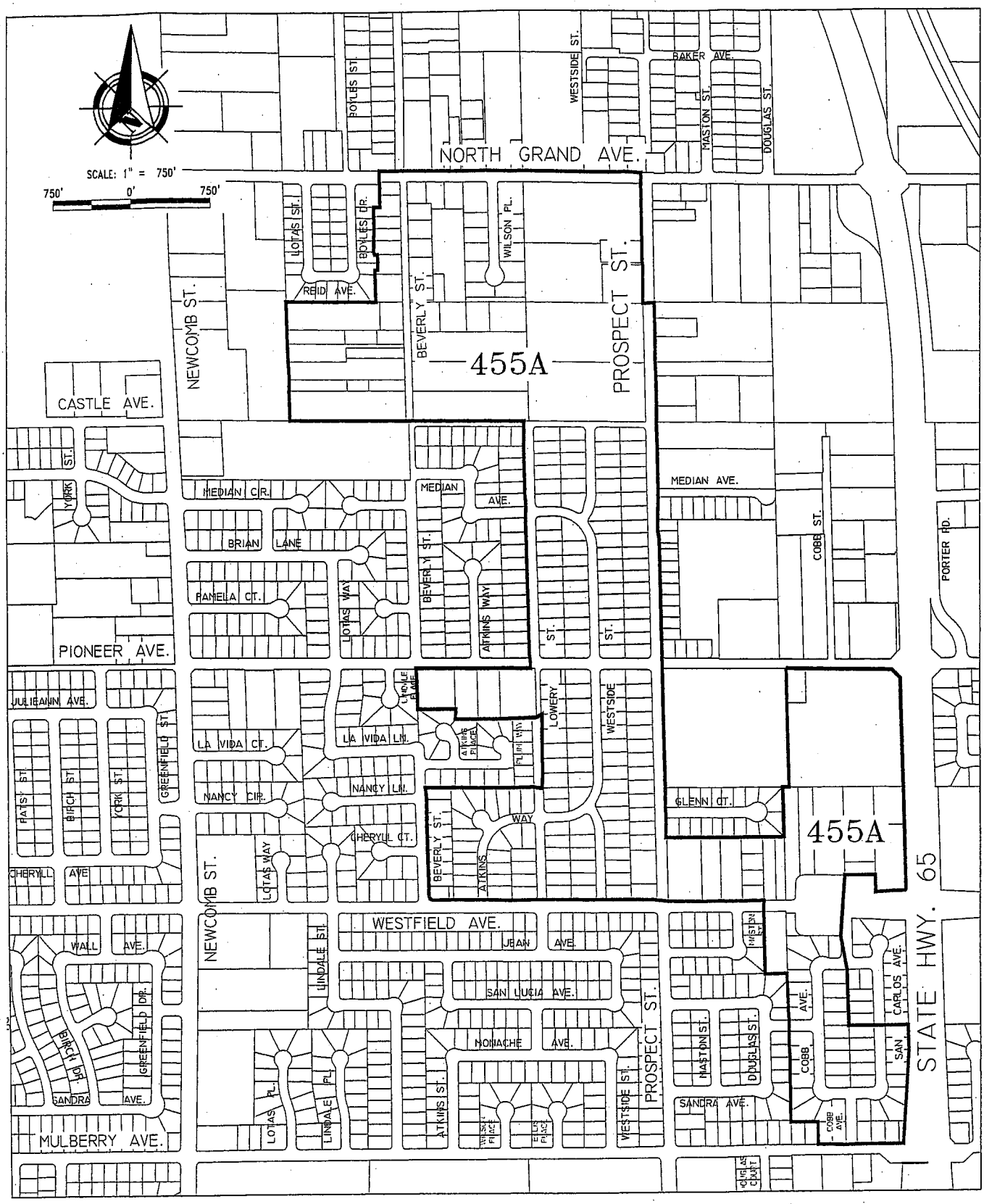
PASSED, APPROVED AND ADOPTED, this 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

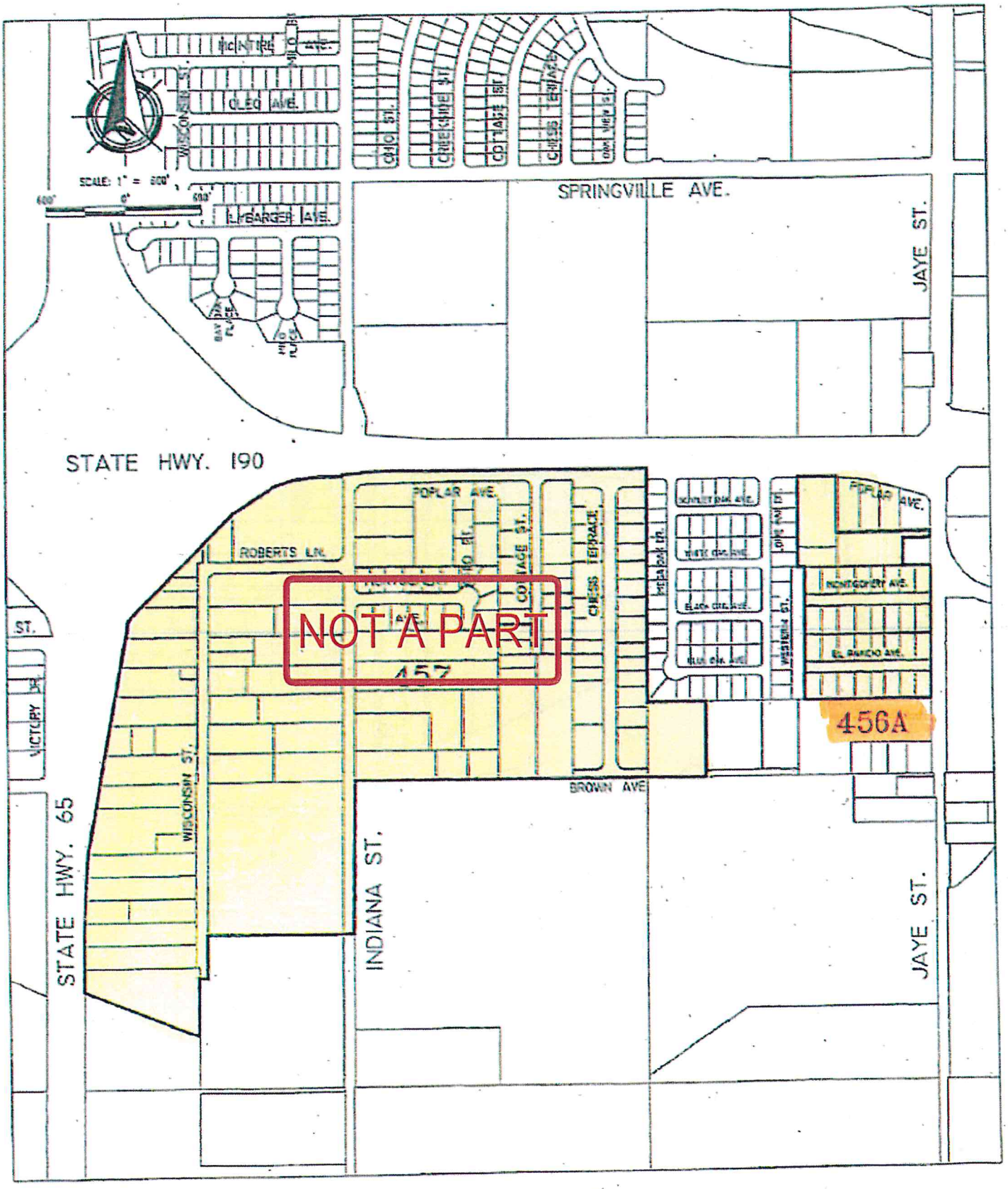
By: _____
Patrice Hildreth, Chief Deputy City Clerk



PROJECT BOUNDARIES

ISLAND ANNEX. 455A

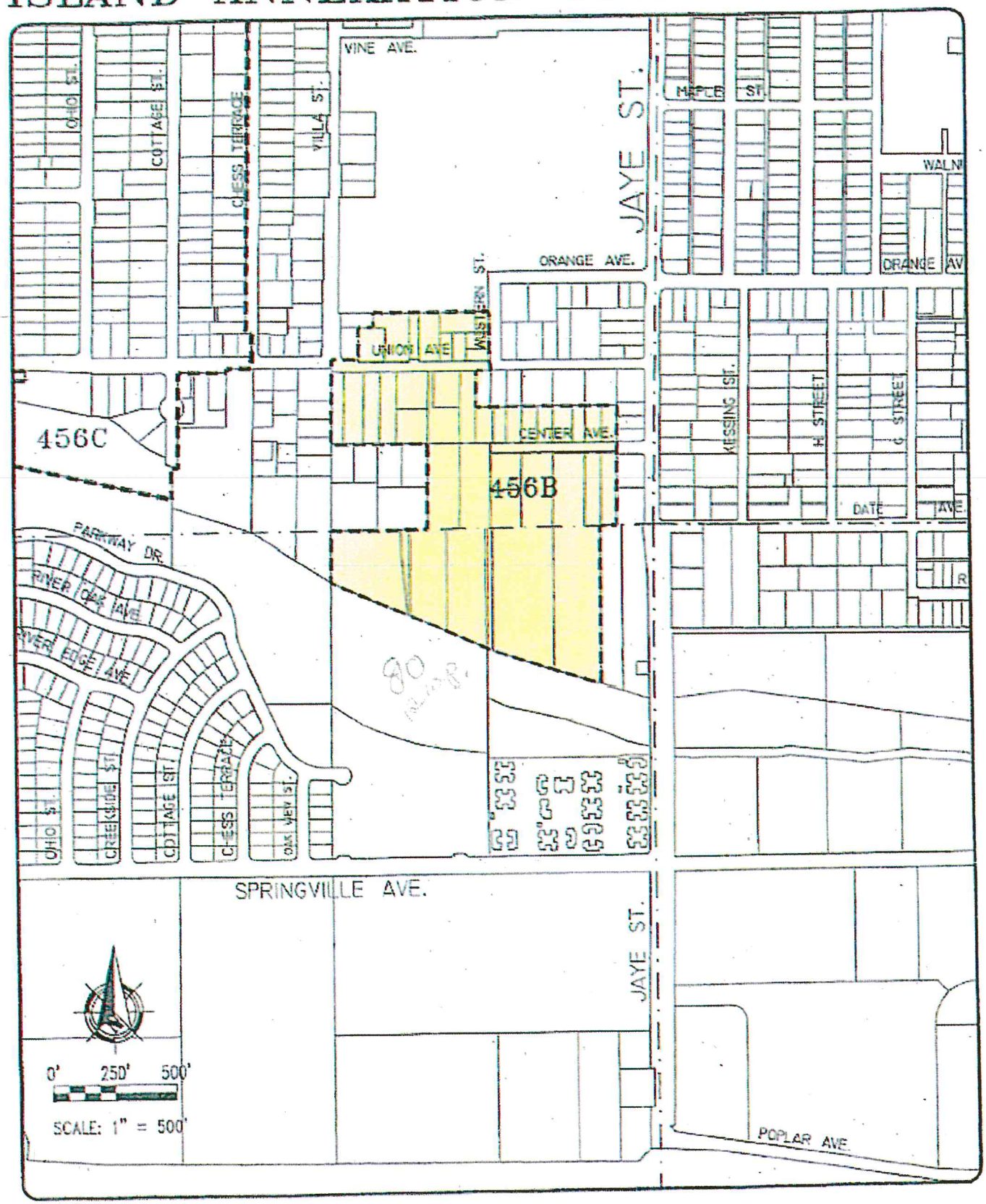
Exhibit 'A'



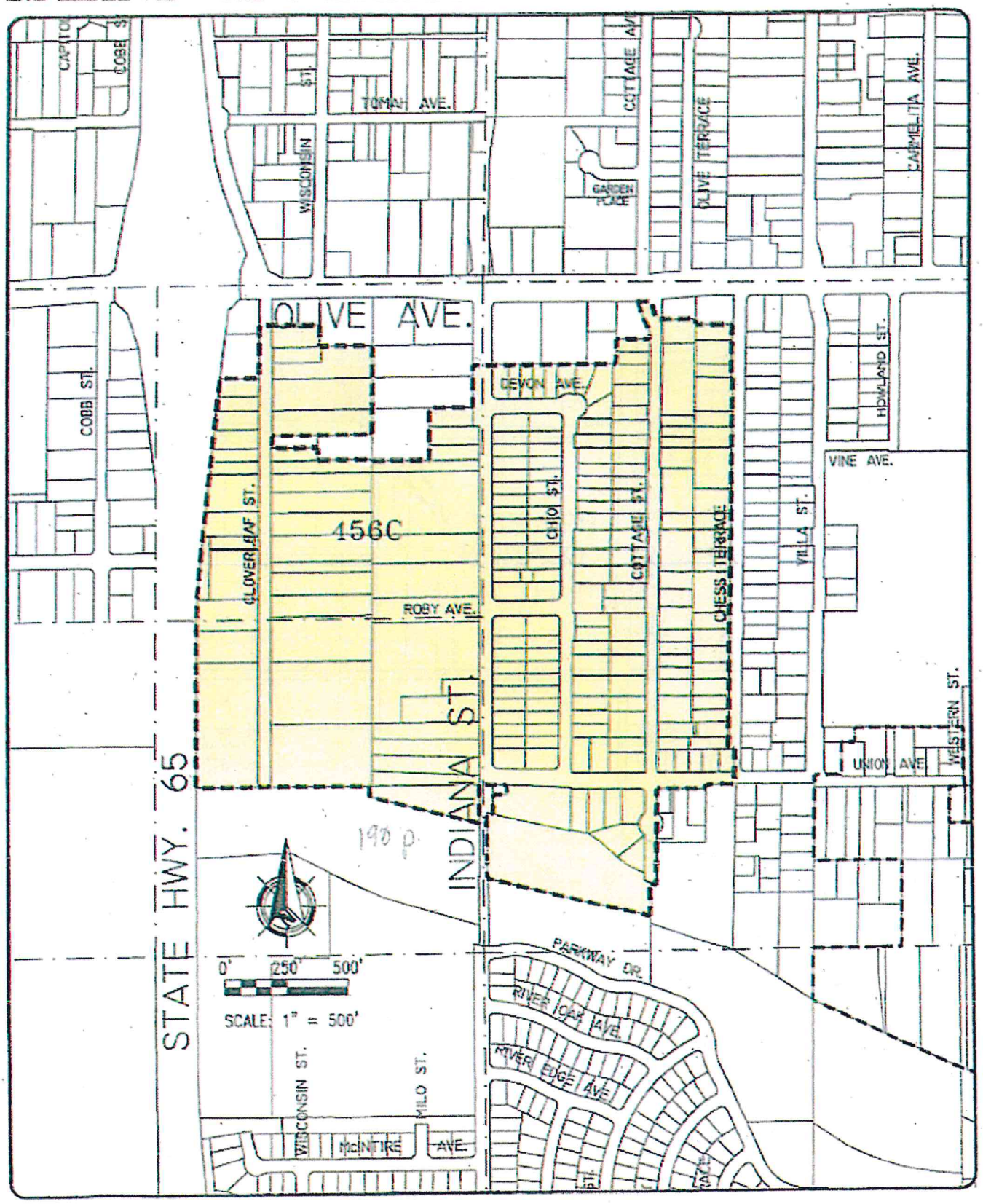
PROJECT BOUNDARIES

ISLAND ANNEX. 456A & 457

ISLAND ANNEXATION 456B



ISLAND ANNEXATION 456C



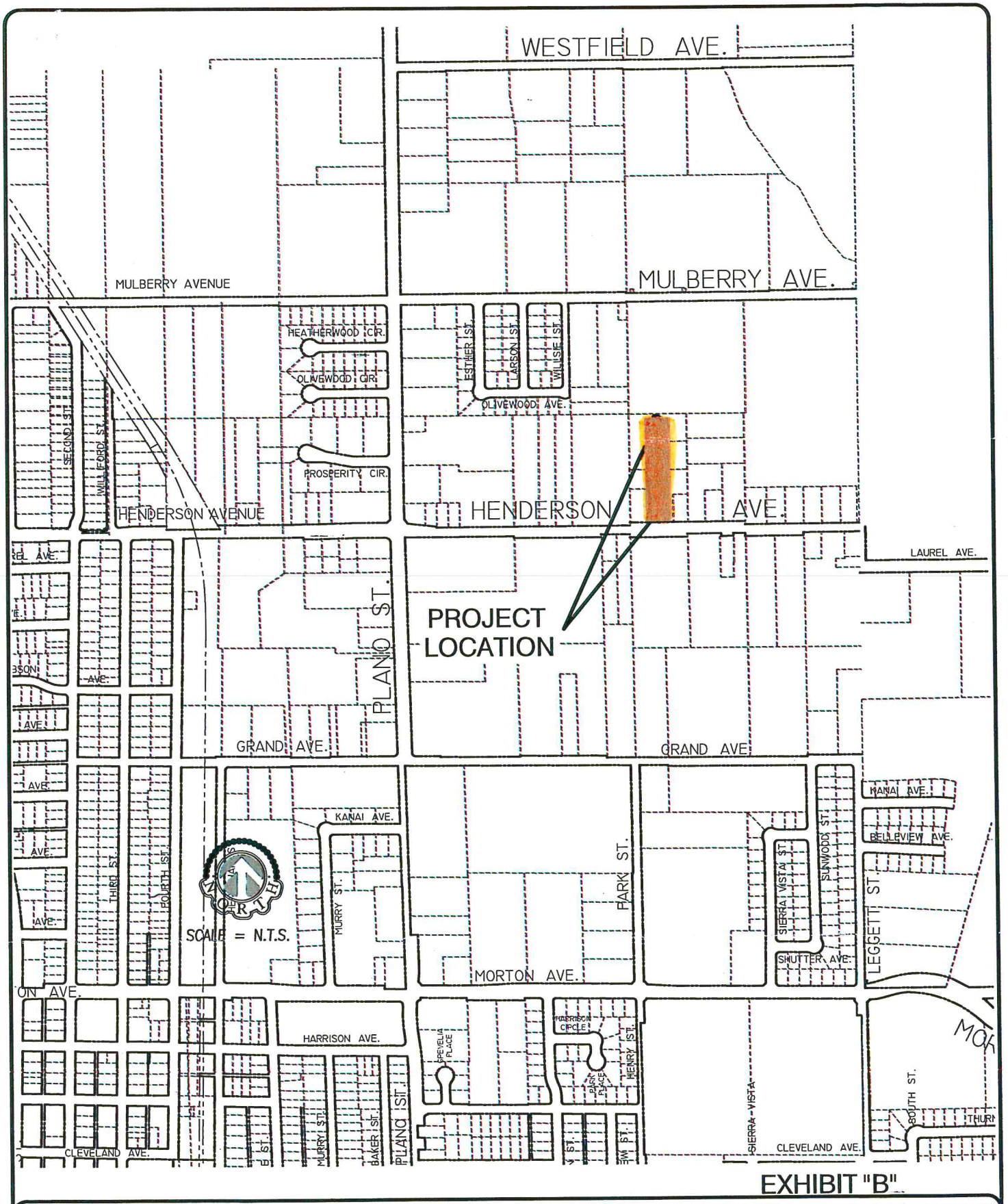


EXHIBIT "B"

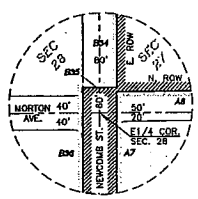
CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

EAST HENDERSON SEWER ANNEXATION PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-

AREA B DISTANCES & APNS		
LINE	DIST.	APNS IN AREA – ALONG BOUNDARY
B1	388.01'+/–	245–120–025,035,034,014
B2	49.00'+/–	245–120–014,012
B3	20.00'+/–	245–120–013
B4	30.00'+/–	245–120–013
B5	29.75'+/–	245–120–006
B6	225'+/–	245–120–006,005
B7	153.60'+/–	245–120–003,005
B8	85.78'+/–	245–120–002
B9	106.32'+/–	245–120–001
B10	93.27+/–	245–163–005,003
B11	178.69'+/–	245–163–011
B12	337.32'+/–	245–164–005,004,003,002,001
B13	72.00'+/–	245–164–001
B14	190.00'+/–	245–164–001
B15	897.67'+/–	245–165–030,029,028,027,026,025,024,023,022,021; 245–161–018
B16	395.00'+/–	245–161–018,017,016,015,014
B17	917.03'+/–	245–161–014,013,012,011,010,009,008,007,006,005,004,003
B18	114'+/–	245–161–001
B19	80.06'+/–	245–161–001
B20	1328.80'+/–	245–144–010,008,007,005,004,003,002,001; 245–134–008,007,006,005,010,009,003,001
B21	496.45'+/–	245–144–001,002; 245–101–007,005,008
B22	5.0'+/–	245–101–008
B23	111.58'+/–	245–101–009
B24	339.5'+/–	245–093–016,004,003
B25	16.5'+/–	245–093–003
B26	49.5'+/–	245–093–003,002
B27	16.5'+/–	245–093–002
B28	560.7'+/–	245–093–001; 245–083–002,001; 245–081–001
B29	461'+/–	245–081–001,002,003,004,005,006,007,008
B30	25.95'+/–	245–081–008
B31	179.38'+/–	245–081–009,010
B32	330.92'+/–	245–081–0011,012,014
B33	40'+/–	----
B34	653'+/–	251–010–001
B35	80'+/–	----
B36	1,351'+/–	245–092–009; 245–103–005,006,007,008,009,010,011,012,013; 245–113–005,006,007,008,009,010,011,012
B37	966'+/–	245–113–012,013; 245–112–009,010,011; 245–111–011,012,013
B38	727'+/–	245–150–050,054
B39	939'+/–	245–120–001,002,003,004,008,009,019,021
B40	31'+/–	245–120–021
B41	352'+/–	245–120–021,022,023,024,025

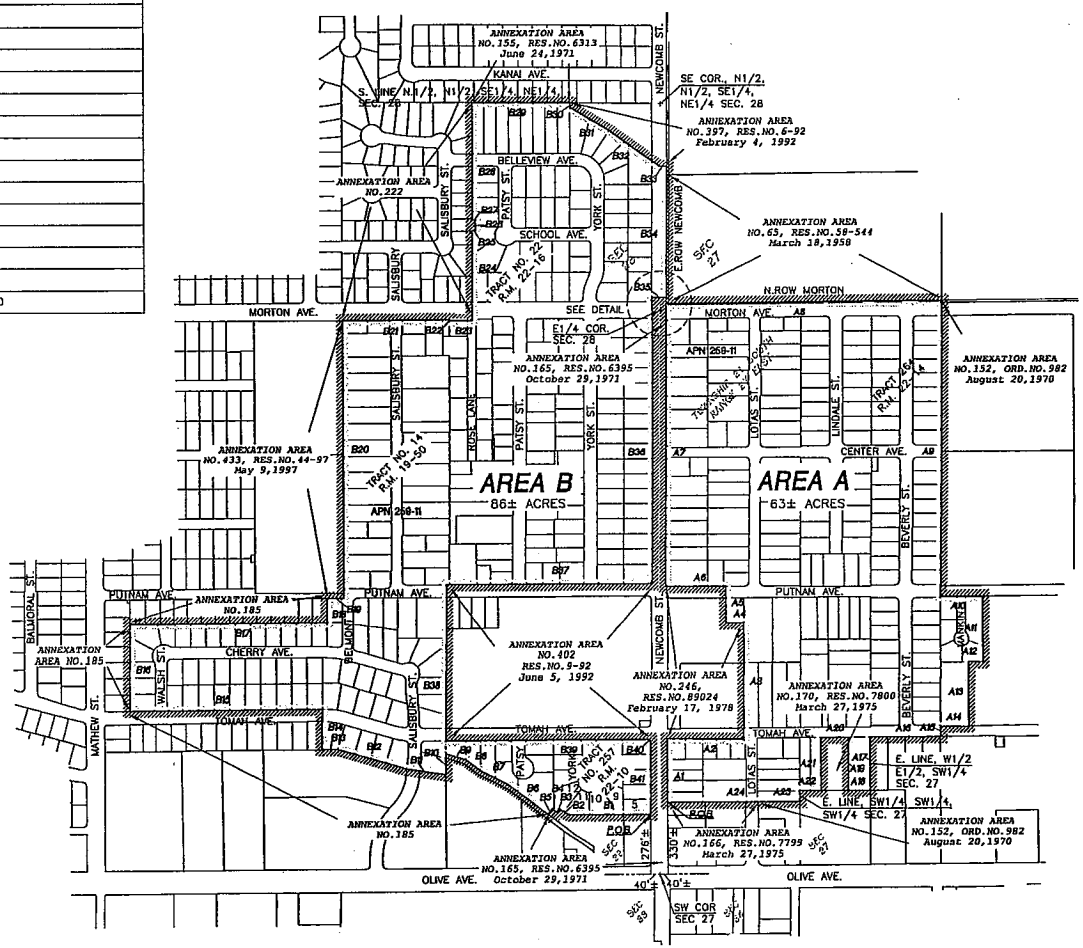
AREA A DISTANCES & APNS		
LINE	DIST.	APNS IN AREA – ALONG BOUNDARY
A1	299'+/–	251–291–020,018,016,014,022
A2	354.67'+/–	251–291–022,023,033,034,035
A3	540.90'+/–	251–301–030,002
A4	82'+/–	251–301–035
A5	174'+/–	251–301–035
A6	273'+/–	251–311–014,015,016
A7	1328'+/–	251–311–016,017,018,019,001,002,003,004;251–321–014,015,016,017,001,002,027
A8	1292'+/–	----
A9	1394.31'+/–	251–324–001,002,003,004,005,006,007,008,009 251–314–001,002,003,004,005,006,007,008,009
A10	199.27'+/–	251–271–003,022
A11	308'+/–	251–271–022,007
A12	66.52'+/–	251–271–007
A13	303.44'+/–	251–271–021
A14	132.85'+/–	251–271–021
A15	50'+/–	----
A16	331'+/–	----
A17	254'+/–	251–292–010
A18	100'+/–	251–292–010
A19	254.14'+/–	251–292–010
A20	129.22'+/–	----
A21	254.16'+/–	251–292–008
A22	100'+/–	251–292–008,007
A23	50'+/–	251–291–001
A24	200'+/–	251–291–001,008,020

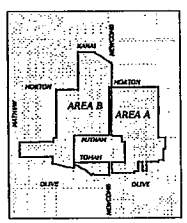


DETAIL
SCALE: 1"=200'

SCALE: 1"= 400'

LEGEND ▨ EXISTING CITY LIMITS
····· ANNEXATION BOUNDARY





VICINITY MAP – NO SCALE

REVISIONS		
DATE	BY	DESCRIPTION

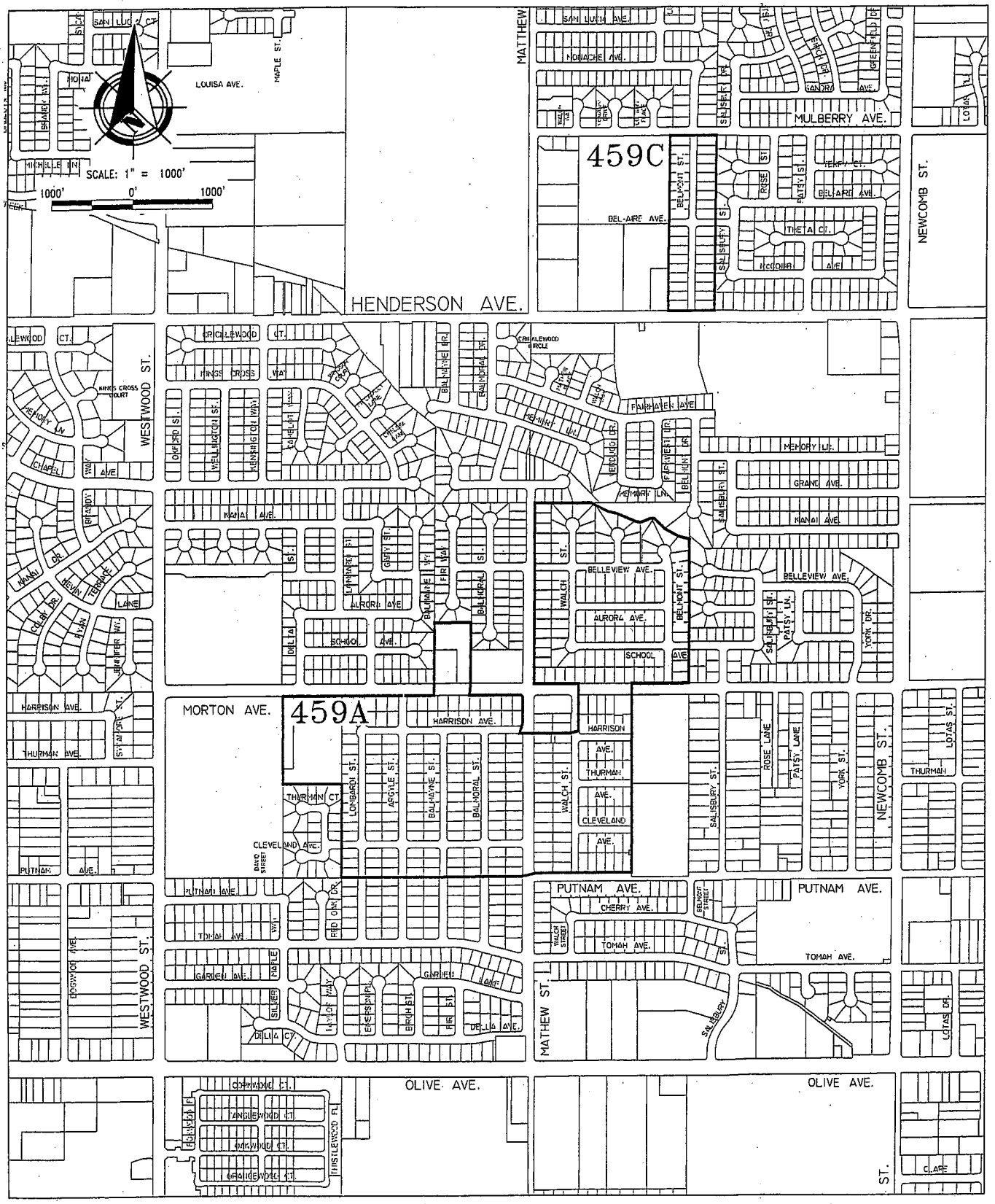
EXHIBIT B
ANNEXATION
No. 458

PREPARED BY:
Quad Knopf
510 W. CYPRESS AVE.
P.O. BOX 3089
REDDING, CA 96099
TEL: (530) 223-1440
FAX: (530) 223-7201
www.quadknopf.com
DRAWN BY: JoeB CHECKED BY:

City of Porterville

PLOT DATE: July 27, 2005
JOB NO.: 04617-05
FILE NAME: 04617-05 ANNEX.dwg
SCALE: 1"=400'
SHEET NO.: 1 of 1

L:\Projects\2004\04617\ACAD\MASTER\04617-05 ANNEX.dwg 7/27/2005 10:45:11 AM PDT



PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C

SUBJECT: Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-four (74) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. A separate LLMD has been established for each new land development. Many of the LLMD's only contain street lighting, for which the assessment is to collect only a portion of the street lighting cost. Other LLMD's have landscape improvements installed within public right-of-way or public properties, in addition to the street lighting. In these instances, landscaping has been established to provide a more aesthetic appearance and a healthier environment. Only the property owners who directly benefit from improvements are assessed for the maintenance.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. In an effort to facilitate the needs of each LLMD, staff analyzes fund balances and deficits for each LLMD, as well as projected expenditures and reserves. Based on the analysis, staff determined that not all LLMD's will be assessed this fiscal year.

The first attached draft Resolution is necessary to initiate the annual Engineer's Report, which will show the proposed assessments for the 2023-2024 Fiscal Year. The second draft Resolution provides preliminary approval to the Engineer's Report for the 2023-2024 Fiscal Year. The comprehensive annual Engineer's Report is provided as an attachment. Once the assessments are approved by the City Council, they are transmitted to the County of Tulare for placement upon the tax bill of the property owners and indicated as a special assessment. The third Resolution declares the intent of the Council to levy and collect the assessments for the 2023-2024 Fiscal Year, and sets a Public Hearing on the assessments for August 1, 2023.

RECOMMENDATION: That the City Council:
1. Adopt a draft Resolution ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year;
2. Adopt a draft Resolution giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year;
3. Adopt a draft Resolution declaring the intent to levy and collect assessments for the 2023-2024 Fiscal Year, and offering a time

and place for hearing objections thereto; and
4. Schedule a Public Hearing for August 1, 2023 at 6:30 P.M., regarding the Engineer's Report and proposed assessments for the Landscape and Lighting Maintenance Districts for the 2023-2024 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution - Preparation of Engineer's Report
2. Draft Resolution - Preliminary Approval of Engineer's Report
3. Draft Engineers Report
4. Draft Resolution - Intent to Levy Assessments and Conduct Public Hearing

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.: _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE PREPARATION OF AN ENGINEER'S REPORT FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2023-2024

WHEREAS, the City Council of the City of Porterville has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer's Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Javier Sanchez, Jr. is appointed "Engineer of Work" for preparation of the Engineer's Report.

2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2023-2024 in accordance with Article 4, Division 15, of the Streets and Highways Code, "Landscaping and Lighting Act of 1972" of the State of California.

PASSED, APPROVED AND ADOPTED this 18th day of July 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO.: _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2023-2024 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS

WHEREAS, on the 18th day of July 2023, said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2023-2024 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District) are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.

3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.

4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District.

///

///

PASSED, APPROVED AND ADOPTED this 18th day of July 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2023/2024
Maximum Assessment $8,000.00

Estimated Accumulated Costs 2022/2023							$ 6,108.90
Maintenance:	22,100		sq.ft. of landscaping area				
Project Management:	22		lots				
Fund Balance:	$ 2,375.33						
1. Landscape	22,100	sq.ft.	@	$ 0.190	=	$	4,199.00
2. Utilities	22,100	sq.ft.	@	$ 0.150	=	$	3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	$ 0.100	=	$	2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	$ 0.005	=	$	110.50
5. Printing/Postage	22,100	sq.ft.	@	$ 0.004	=	$	88.40
				$ 0.449	=	$	9,922.90
Maintenance	9,923	sq.ft.	x	$ 0.449	=	$	4,455.43
Administrative Fee	$ 9,922.90		x	$0.10		$	992.29
County Fee	22		x	$1.00/per lot		$	22.00
Reserves 15% of total cost of maintenance						$	1,488.44
Eliminate deficit fund balance over 10 years - 10% of fund deficit							
						$	6,958.16

FORMULA FOR ASSESSMENT

A = Assessment per lot = $\frac{\text{Total Assessment - F}}{\text{L}}$
L = Number of lots
F = Assessment for remainder parcel

The 2023/2024 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment **F = $6958.16 x .20 = $1391.63 for remainder**
A = $6958.16-$2,485.13 = $203.32 per lot in Unit One

2022/2023 Assessment **F = $8,000 x .20 = $1,600.00 for remainder**
A = 8,000-1600 = $290.90 per lot in Unit One
22

2023/2024 Assessment **F = $8,000 x .20 = $1,600.00 for remainder**
A = 8,000-1600 = $290.90 per lot in Unit One
22

Annex. 3 Porter Creek, Dist. 2 North Creek, Dist. 6 Creekview
Fiscal Year 2023/2024

Estimated Accumulated 2022/2023						$ 25,971.51
Maintenance:	125,477	sq.ft. of landscaping				
Project Management:	297	lots,lighting 5 lumens @ 5,800				
Fund Balance:	$ 16,449.79					

Maintenance

1. Landscape/Tree Maintenance	125,477	@ $	0.125	=	$	15,684.63
2. Grafitti Maintenance	125,477	@ $	0.02	=	$	2,509.54
3. Postage	125,477	@ $	0.005	=	$	627.39
4. Utilities	125,477	@ $	0.06	=	$	7,528.62
5. Printing	125,477	@ $	0.005	=	$	627.39
6. Repair/Maintenance	125,477	@ $	0.01	=	$	1,254.77
			0.225	=	$	28,232.33

Maintenance	125,477	$	0.225	=	$ 28,232.33
Administrative Fee	$ 28,232.33	x	$0.10	=	$ 2,823.23
County Fee	297 lots	@ $1.00/per lot		=	$ 297.00
Reserves	15% of total cost of maintenance			=	$ 4,234.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$ -
			Total		$ 35,587.41

Estimated cost per year	**$ 35,587.41**	=	**$119.82**
	297		
2023/2024 Assessment	**$ 35,587.41**	=	**$119.82**
	297		

Annexation No. 4 - La Vida Park
Fiscal Year 2023/2024
Maximum Assessment $2,469.42

Estimated Accumulated Costs 2022/2023 $ 3,265.60

Maintenance:	3,790	sq. ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	$(2,697.00)	

1. Landscape	3,790	sq.ft.	@ $	0.450	=	$ 1,705.50
2. Utilities	3,790	sq.ft.	@ $	0.400		$ 1,516.00
3. Repair/Maintenance	3,790	sq.ft.	@ $	0.150	=	$ 568.50
4. Tree Maintenance	3,790	sq.ft.	@ $	0.100	=	$ 379.000
5. Printing/Postage	3,790	sq.ft.	@ $	0.020	=	$ 75.80
			$	1.120	=	$ 4,244.80

Maintenance	3,790	sq.ft.	x $ 1.120	= $ 4,244.80
Administrative Fee	$ 4,244.80		x $ 0.10	$ 424.48
County Fee	17 lots		x $1.00/per lot	$ 17.00
Reserves 15% of total cost of maintenance				$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				$ 269.70
				$ 5,592.70

Estimated Cost Per Year $ 5,592.70 / 17 = $ **328.98**

2022/2023 Assessment $ 2,469.42 / 17 = $ **145.26**

2023/2024 Assessment $ 2,469.42 / 17 = $ **145.26**

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2023/2024
Maximum Assessment $ 1,722.52

Estimated Accumulated Costs 2022/2023				$ 739.56
Maintenance:	lighting:	6 ea. @ 5,800 lumens 11 ea. @ 9,500 lumens 2 ea. @ 16,000 lumens		
Project Management:	81	lots		
Fund Balance:	$ 793.67			

1. Utilities	11 @ 5,800 lumens	x $ 104.16	=	$ 624.96
	8 @ 9,500 lumens	x $ 125.16	=	$ 1,376.76
2. Printing/Postage	1	@ $ 75.000	=	$ 75.00
				$ 2,076.72

e

Maintenance	$ 2,076.72	x 1	=	$ 2,076.72
Administrative Fee	$ 2,076.72	x $ 0.10	=	$ 207.67
County Fee	81	x $1.00/per lot	=	$ 81.00
Reserves 15% of total cost of maintenance				$ 311.51
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				$ -
				$ 2,676.90

Estimated Cost Per Year	**$ 2,676.90 / 81**	=	**$ 33.05**
2022/2023 Assessment	**$ 1,045.80 / 81**	=	**$ 12.90**
2023/2024 Assessment	**$ 1,045.80 / 81**	=	**$ 12.90**

Annexation No. 10 - Westview Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,824.30

Estimated Accumulated Costs 2022/2023 $ 2,839.76

Maintenance:	1,307	sq.ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	$ (1,534.01)	

1. Landscape	1,307	sq.ft.	@	$	0.600	=	$ 784.20
2. Utilities	1,307	sq.ft.	@	$	0.400	=	$ 522.80
3. Repair/Maintenance	1,307	sq.ft.	@	$	0.300	=	$ 392.10
4. Printing/Postage	1,307	sq.ft.	@	$	0.058	=	$ 75.81
				$	1.358	=	$ 1,774.91

Maintenance	1,307	sq.ft.	x $	1.358	= $ 1,774.91
Administrative Fee	$ 1,774.91		x $0.10		= $ 177.49
County Fee	16		x $1.00/per lot		= $ 16.00
Reserves 15% of total cost of maintenance					= $ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					= $ 153.40
					$ 2,388.04

Estimated Cost Per Year **$ 2,388.04 / 16 = $ 149.25**

2022/2023 Assessment **$ 1,824.30 / 16 = $ 114.02**

2023/2024 Assessment **$ 1,824.30 / 16 = $ 114.02**

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,045.80

Estimated Accumulated Costs 2022/2023					$ 624.22
Maintenance:	lighting:	6 ea. @ 5,800 lumens			
		11 ea. @ 9,500 lumens			
		2 ea. @ 16,000 lumens			
Project Management:	63	lots			
Fund Balance:	$ 519.24				

1. Utilities	6 @ 5,800 lumens	x	$ 104.16	=	$ 624.96
	11 @ 9,500 lumens	x	$ 125.16	=	$ 1,376.76
	2 @ 16,000 lumens	x	$ 327.36	=	$ 327.36
2. Printing/Postage	1	@	$ 75.000	=	$ 75.00
					$ 2,404.08

Maintenance	$ 2,404.08	x	1	=	$ 2,404.08
Administrative Fee	$ 2,404.08	x	$ 0.10	=	$ 240.41
County Fee	63	x	$1.00/per lot	=	$ 63.00
Reserves 15% of total cost of maintenance				=	$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	$ (51.92)
					$ 3,016.18

Estimated Cost Per Year	**$ 3,016.18 / 63**	=	**$ 47.88**
2022/2023 Assessment	**$ 1,045.80 / 63**	=	**$ 16.60**
2023/2024 Assessment	**$ 1,045.80 / 63**	=	**$ 16.60**

Annexation No. 14 - Wisconsin Manor 1 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,824.69

Estimated Accumulated Costs 2022/2023	$	528.76

Maintenance:	3,030	sq.ft. of landscaping area
Lighting:	3 ea. @	5,800 lumens
Project Management:	8	lots
Fund Balance:	$ (642.94)	

1. Landscape	3,030	sq.ft.	@	$	0.050	=	$	151.50
2. Utilities	3,030	sq.ft.	@	$	0.130	=	$	393.90
3. Repair/Maintenance	3,030	sq.ft.	@	$	0.030	=	$	90.90
4. Printing/Postage	3,030	sq.ft.	@	$	0.025		$	75.75
				$	0.235	=	$	712.05

Maintenance	3,030	sq.ft.	x	$ 0.235	= $	712.05
Administrative Fee	$ 712.05		x	$0.10	= $	71.21
County Fee	8 lots		x	$1.00/per lot	= $	8.00
Reserves	15% of total cost of maintenance				$	106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	64.29
					$	962.36

Estimated Cost Per Year	**$ 962.36 / 8**	= $	**120.29**
2022/2023 Assessment	**$ 1,824.69 / 8**	= $	**228.08**
2023/2024 Assessment	**$ 1,824.69 / 8**	= $	**228.08**

Annexation No. 16 - New Horizon's Phase Two Subdivision
Fiscal Year 2023/2024

Estimated Accumulated Costs 2022/2023	$	624.22

Maintenance: Lighting: 8 each @ 5,800 lumens
Project Management: 81 lots
Fund Balance: $ 519.24

1. Utilities	8 lumens @	$52.08	=	$	416.64
2. Printing/Copying	81 @	$ 1.00	=	$	81.00
				$	497.64

Maintenance	$	497.64	x 1	=	$	497.64
Administrative Fee	$	497.64	x $0.10	=	$	49.76
County Fee		81	x $1.00/per lot	=	$	81.00
Reserves 15% of total cost of maintenance				=	$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	-
					$	703.05

Estimated Cost Per Year $ 703.05 / 81 = **$ 8.68**

2023/2024 Assessment $ 703.05 / 81 = **$ 8.68**

Annexation No. 19 - Castle Woods Phase 1 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $919.20

Estimated Accumulated Costs 2022/2023 $392.48

Maintenance:	lighting:	9 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens	
Project Management:	30	lots	
Fund Balance:	$ 97.01		

1. Utilities	9 @ 5,800 lumens	x	$ 104.160	=	$ 937.44
	1 @ 16,000 lumens	x	$ 327.36	=	$ 327.36
2. Printing/Postage	1	@	$ 75.00	=	$ 75.00
					$ 1,339.80

Maintenance	$ 1,339.80	x	1	=	$ 1,339.80
Administrative Fee	$ 1,339.80	x	$ 0.10	=	$ 133.98
County Fee	30	x	$1.00/per lot	=	$ 30.00
Reserves 15% of total cost of maintenance					$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					
					$ 1,704.75

Estimated Cost Per Year	**$ 1,704.75 / 30**	=	**$ 56.83**
2022/2023 Assessment	**$ 919.20 / 30**	=	**$ 30.64**
2023/2024 Assessment	**$ 919.20 / 30**	=	**$ 30.64**

District 3 - New Expressions Phase 1 Subdivision
Fiscal Year 2023/2024
CPI Approved 1998 Maximum Assessment $1,296.59

Estimated Accumulated Costs 2022/2023	$	384.83

Maintenance: lighting: 10 lumens @ 5,800 each
Project Management: 56 lots
Fund Balance: $ 393.42

						Formula	
1 Utilities	10 lumens	@	$	30.21	=	$	302.10
2 Printing/Copying	1	@	$	50.00	=	$	50.00
						$	352.10

Maintenance	$	352.10	x	1	=	$	352.10
Administrative Fee	$	352.10	x	$ 0.10	=	$	35.21
County Fee		56	x	$1.00/per lot	=	$	6.00
Reserves 15% of total cost of maintenance					=	$	52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	-
						$	446.13

Estimated Cost Per Year	**$ 446.13**	=	**$**	**7.97**
	56			
2023/2024 Assessment	**$ 446.13**	=	**$**	**7.96**
	56			

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2023/2024
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment $3,134.58

Estimated Accumulated Costs 2022/2023							$	5,646.49
Maintenance:	2,100	sq.ft. of landscaping area						
Project Management:	51 lots							
Fund Balance:	$ (3,312.30)							
1. Landscape	2,100	sq.ft. @	$	0.980	=	$	2,058.00
2. Utilities	2,100	sq.ft. @	$	0.380	=	$	798.00
3. Repair/Maintenance	2,100	sq.ft. @	$	0.030	=	$	63.00
4. Printing/Postage	2,100	sq.ft. @	$	0.036	=	$	75.39
			$	1.426	=	$	2,994.39
Maintenance	2,100	sq.ft.	x	$	1.426	=	$	2,994.39
Administrative Fee	$ 2,994.39		x	$	0.10	=	$	299.44
County Fee	51 lots		x	$1.00/per lot		=	$	51.00
Reserves	15% of total cost of maintenance					=	$	449.16
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit					=	$	331.23
							$	4,125.22

Estimated Cost Per Year	**$ 4,125.22**	=	**$**	**54.71**
	51			
2022/2023 Assessment	**$ 3,134.58**	=	**$**	**61.46**
	51			
2023/2024 Assessment	**$ 3,134.58**	=	**$**	**61.46**
	51			

District No. 5 - Castle Woods Phase 2 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $1,021.48
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2022/2023						$	1,720.10
Maintenance:	1,715	sq.ft. of landscaping area					
Lighting:	8 ea. @ 5,800 lumens						
Project Management:	25 lots						
Fund Balance:	$ (12,566.46)						
1. Landscape	1,715	sq.ft.	@ $	0.400	=	$	686.00
2. Utilities	1,715	sq.ft.	@ $	0.300	=	$	514.50
3. Repair/Maintenance	1,715	sq.ft.	@ $	0.030	=	$	51.45
4. Printing/Postage	1,715	sq.ft.	@ $	0.044	=	$	75.46
			$	0.774	=	$	1,327.41
Maintenance	1,715	sq.ft.	x $	0.774	=	$	1,327.41
Administrative Fee	$ 1,327.41		x $	0.10	=	$	132.74
County Fee	25 lots		x $1.00/per lot		=	$	25.00
Reserves	15% of total cost of maintenance				=	$	199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$	1,256.65
						$	2,940.91

Estimated Cost Per Year	**$ 2,940.91 / 25**	=	**$**	**117.64**
2022/2023 Assessment	**$ 1,021.48 / 25**	=	**$**	**40.86**
2023/2024 Assessment	**$ 1,021.48 / 25**	=	**$**	**40.86**

District No. - 7 Ford Estates
Fiscal Year 2023/2024
Approved CIP 1999
(Adjusted 1999)
Maximum Assessment $2,857.88

Estimated Accumulated Costs 2022/2023 $ 2,880.14

Maintenance:	1,365	sq.ft. of landscaping area	
Lighting:	5	4 ea. @ 5,800 lumens	
		1 ea. @ 16,000 lumens	
Project Management:	20	lots	
Fund Balance:	$ (613.62)		

1. Landscape	1,365	sq.ft.	@	$ 1.150	=	$	1,569.75
2. Utilities	1,365	sq.ft.	@	$ 0.500	=	$	682.50
3. Repair/Maintenance	1,365	sq.ft.	@	$ 0.130	=	$	177.45
4. Printing/Postage	1,365	sq.ft.	@	$ 0.055	=	$	75.08
				$ 1.835	=	$	2,504.78

Maintenance	1,365	sq.ft.	x	$ 1.835	=	$2,504.78
Administrative Fee	$ 2,504.78		x	$0.10	=	$ 250.48
County Fee	20 lots		x	$1.00/per lot	=	$ 20.00
Reserves	15% of total cost of maintenance					$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$ (61.36)
						$3,212.34

Estimated Cost Per Year **$ 3,212.34 / 20 = $ 160.62**

2022/2023 Assessment **$ 2,857.88 / 20 = $ 142.88**

2023/2024 Assessment **$ 2,857.88 / 20 = $ 142.88**

District No. 8 - River Breeze Subdivision
Fiscal Year 2023/2024
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $5,043.35

Estimated Accumulated Costs 2022/2023						$	2,337.43
Maintenance:	1,000	sq.ft. of landscaping area , 25,600 sq.ft. of fire break					
Lighting:	9	8 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens					
Lot:	37						
Fund Balance:	$ 643.63						
1. Landscape	1,000	sq.ft.	@	$ 2.000	=	$	2,000.00
2. Utilities	1,000	sq.ft.	@	$ 0.750	=	$	750.00
3. Repair/Maintenance	1,000	sq.ft.	@	$ 0.030	=	$	30.00
4. Tree Maintenance	1,000	sq.ft.	@	$ 0.450	=	$	450.00
5. Printing/Postage	1,000	sq.ft.	@	$ 0.075	=	$	75.00
				$ 3.305	=	$	3,305.00
Maintenance	1,000	sq.ft.	x	$ 3.305	=	$	3,305.00
Administrative Fee	$ 3,305.00		x	$0.10	=	$	330.50
County Fee	37 lots		x	$1.00/per lot	=	$	37.00
Reserves	15% of total cost of maintenance					$	495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	4,168.25
Estimated Cost Per Year				**$ 4,168.25**	=	$	112.66
				37			
2022/2023 Assessment				**$ 1,862.00**	=	$	50.32
				37			

District No. 15 - Meadowood Phase 1
Fiscal Year 2023/2024
Approved CPI 2001 (Adjusted 2001)
Maximum Assessment $8,191.95

Estimated Accumulated Costs 2022/2023 $ 4,855.08

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	
Fund Balance:	$ (1,623.81)	

1. Landscape	7,723	sq.ft.	@	$ 0.025 0	=	$	193.08
2. Utilities	7,723	sq.ft.	@	$ 0.500	=	$	3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	$ 0.020	=	$	154.46
4. Tree Maintenance	7,723	sq.ft.	@	$ 0.020 0	=	$	154.46
5. Printing/Postage	7,723	sq.ft.	@	$ 0.0098	=	$	75.69
				$ 0.575		$	4,439.18

Maintenance	7,723	sq.ft.	x	$ 0.575	=	$	4,439.18
Administrative Fee	$ 4,439.18		x	$ 0.10	=	$	443.92
County Fee	48 lots		x	$1.00/per lot	=	$	48.00
Reserves 15% of total cost of maintenance					=	$	665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=		$162.38
							$5,759.36

Estimated Cost Per Year **$ 5,759.36 / 48 = $ 119.99**

2022/2023 Assessment **$ 5,596.98 / 48 = $ 116.60**

2023/2024 Assessment **$ 5,764.89 / 48 = $ 120.10**

District No. 16 - New Expressions Phase 2
Fiscal Year 2023/2024

Estimated Accumulated 2022/2023						$	4,233.87
Maintenance:	5,800 sq.ft. of landscaping, Playground area 30%						
Project Management:	54 lots, lighting 13 lumens @ 5,800						
Fund Balance:	$ 486.23						

Maintenance

1. Landscape/Tree Maintenance	5,800 @	$	0.350	=	$	2,030.00
2. Grafitti Maintenance	5,800 @	$	0.010	=	$	58.00
3. Postage	5,800 @	$	0.025	=	$	145.00
4. Utilities	5,800 @	$	0.012	=	$	69.60
5. Printing	5,800 @	$	0.140	=	$	812.00
6. Repair/Maintenance	5,800 @	$	0.025	=	$	145.00
			0.562	=	$	3,259.60

Maintenance	5,800		$ 0.562	=	$	3,259.60
Administrative Fee	$ 3,259.60	x	$ 0.100	=	$	325.96
County Fee	54 lots	@ $1.00/per lot		=	$	54.00
Reserves 15% of total cost of maintenance				=	$	488.94
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit			=	$	-
	Total				$	4,128.50

Estimated Cost Per Year:	**$ 4,128.50**	=	**$**	**76.44**
	54			
2023/2024 Assessment	**$ 4,334.93**	=	**$**	**80.28**
	54			

District No. 17 Orchard Ridge Phase 6
Fiscal Year 2023/2024
Approved CPI 2007
Maximum Assessment $633.36

Estimated Accumulated Costs 2022/2023	$	269.56

Maintenance:	lighting	7 ea. @ 5,800 lumens
Project Management:	32	lots
Fund Balance:	$ 96.22	

1. Utilities	7 @ 5,800 lumens	@	$	104.1600	=	$	729.12
2. Printing	1	@	$	50.0000	=	$	50.00
						$	779.12

Maintenance	$	779.12	x	1	=	$	779.12
Administrative Fee	$	779.12	x	$ 0.10	=	$	77.91
County Fee		32	x	$1.00/per lot	=	$	32.00
Reserves 15% of total cost of maintenance					=	$	116.87
Eliminate Deficit Fund Balance over 10 years -				10% of fund deficit =	=	$	-
						$	1,000.90

Estimated Cost Per Year	**$ 1,000.90 / 32**	=	**$ 31.28**
2023/2024 Assessment	**$ 633.36 / 32**	=	**$19.78**

District No.19 - William Ranch Phase 1
Fiscal Year 2023/2024
Approved CPI 2002 (Adjusted 2008)
Maximum Assessment $7,027.83

Estimated Accumulated Costs 2022/2023 $ 9,297.91

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	
Fund Balance:	$ (3,259.50)	

1. Landscape	13,910	sq.ft.	@	$ 0.120	=	$ 1,669.20
2. Utilities	13,910	sq.ft.	@	$ 0.150	=	$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	$ 0.020	=	$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	$ 0.050	=	$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	$ 0.0054	=	$ 75.11
				$ 0.3454		$ 4,804.51

Maintenance	13,910	sq.ft.	x	$ 0.3454	=	$ 4,804.51
Administrative Fee	$ 4,804.51		x	$ 0.10	=	$ 480.45
County Fee	48 lots		x	$1.00/per lot	=	$ 48.00
Reserves 15% of total cost of maintenance					=	$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	$325.95
						$ 6,379.59

Estimated Cost Per Year	**$ 6,379.59 / 41**	=	**$ 155.60**
2022/2023 Assessment	**$ 5,472.36 / 41**	=	**$ 133.47**
2023/2024 Assessment	**$ 6,019.59 / 41**	=	**$ 146.82**

District No.23 - River View
Fiscal Year 2023/2024
Approved CPI 2002
Maximum Assessment $840.44

Estimated Accumulated Costs 2022/2023						$	423.26
Maintenance:	lighting	11 ea. @ 5,800 lumens					
Project Management:	66	lots					
Fund Balance:	$ 420.00						
1. Utilities	11 @ 5,800 lumens	@	$	104.1600	=	$	1,145.76
2.Printing/ Postage	1	@	$	75.0000	=	$	75.00
						$	1,220.76
Maintenance	$ 1,220.76	x		1	=	$	1,220.76
Administrative Fee	$ 1,220.76	x	$	0.10	=	$	122.08
County Fee	66	x	$1.00/per lot		=	$	66.00
Reserves 15% of total cost of maintenance					=	$	183.11
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit	=			=	$	-
						$	1,591.95

Estimated Cost Per Year $ 1,591.95 / 66 = $ **24.49**

2022/2023 Assessment $ 840.44 / 66 = $ **12.72**

2023/2024 Assessment $ 840.44 / 66 = $ **12.72**

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2023/2024
Approved CIP 2003
Adjusted 2008
Maximum Assessment $2,607.14

Estimated Accumulated Costs 2022/2023					$	2,693.42
Maintenance:	3,538	sq.ft. of landscaping area				
Project Management:	44 lots					
Fund Balance:	$ (14,038.42)					
1. Landscape	3,538	sq.ft. @	$ 0.190	=	$	672.22
2. Utilities	3,538	sq.ft. @	$ 0.360	=	$	1,273.68
3. Repair/Maintenance	3,538	sq.ft. @	$ 0.030	=	$	106.14
4. Tree Maintenance	3,538	sq.ft. @	$ 0.050	=	$	176.90
5. Printing/Postage	3,538	sq.ft. @	$ 0.021	=	$	75.01
			$ 0.651	=	$	2,303.95
Maintenance	3,538	sq.ft. x	$ 0.65	=	$	2,303.95
Administrative Fee	$ 2,303.95	x	$ 0.10	=	$	230.39
County Fee	44	x	$1.00/per lot	=	$	44.00
Reserves	15% of total cost of maintenance			=	$	345.59
Eliminate Deficit Fund Balance over 10 years -	10% of fund deficit			=	$	1,403.84
					$	4,327.77
Estimated Cost Per Year			**$ 4,327.77 / 44**	=	**$**	**98.36**
2022/2023 Assessment			**$ 2,607.14 / 44** =		**$**	**59.24**
2023/2024 Assessment			**$ 2,607.14 / 44** =		**$**	**59.24**

District No. 25 - Casas del Rio Subdivision
Fiscal Year 2023/2024
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment $33,112.96

Estimated Accumulated Costs 2022/2023						$	14,489.24
Maintenance:	55,950		sq. ft. of landscaping are				
Project Management:	118		lots				
Fund Balance:	$ 4,221.32						
1. Landscape	55,950	sq.ft.	@	$ 0.150	=	$	8,392.50
2. Utilities	55,950	sq.ft.	@	$ 0.060	=	$	3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	$ 0.070	=	$	3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	$ 0.020		$	1,119.00
5. Printing/Postage	55,950	sq.ft.	@	$ 0.00135	=	$	75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	$ 0.005	=	$	279.75
				$ 0.306		$	17,140.28
Maintenance	55,950	sq.ft.	x	0.306	=	$	17,140.28
Administrative Fee	$ 17,140.28		x	$0.10	=	$	1,714.03
County Fee	118		x	$1.00/per lot	=	$	118.00
Reserves	15% of total cost of maintenance				=	$	2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=		
						$	21,543.35

Estimated Cost Per Year	**$ 21,543.35** / **118**	=	**$ 182.57**
2022/2023 Assessment	**$ 22,610.32** / **118**	=	**$ 191.61**
2023/2024 Assessment	**$ 22,610.32** / **118**	=	**$ 191.60**

District 26 - Orchard Ridge Phase 9 Subdivision
Fiscal Year 2023/2024
Maximum Assessment $910.98

Estimated Accumulated Costs 2022/2023	$	384.83

Maintenance: Lighting:14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: $ 193.20

1. Utilities	10 lumens @	$30.21	=	$	422.94
2. Printing/Copying	1 @	$50.00	=	$	50.00
				$	472.94

Maintenance	$	472.94	x 1	=	$ 472.94
Administrative Fee	$	472.94	x $0.10	=	$ 47.29
County Fee		47	x $1.00/per lot	=	$ 47.00
Reserves 15% of total cost of maintenance				=	$ 70.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$ -
					$ 638.18

Estimated Cost Per Year	**$ 638.18 / 47**	**=**	**$ 13.58**
2023/2024 Assessment	**$ 910.98 / 47**	**=**	**$ 19.38**

District No.29 - River Springs Phase 3 Subdivision
Fiscal Year 2023/2024
Approved CPI 2007
Adjusted (2007)
Maximum Assessment $ 751.74

Estimated Accumulated Costs 2022/2023					$	346.43
Maintenance:	lighting:	9 ea.	@ 5,800 lumens			
Project Management:	36	lots				
Fund Balance:	$ 716.77					
1. Utilities	9 @ 5,800 lumens	x $	104.160	=	$	624.96
2. Printing/Postage	1	@ $	75.000	=	$	75.00
					$	699.96
				=		
Maintenance	$ 699.96	x	1	=	$	699.96
Administrative Fee	$ 699.96	x $	0.10	=	$	70.00
County Fee	36	x $1.00/per lot		=	$	36.00
Reserves 15% of total cost of maintenance					$	104.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	-
					$	910.95

Estimated Cost Per Year **$ 910.95 / 36 = $ 25.30**

2022/2023 Assessment **$ 751.74 / 36 = $ 20.88**

2023/2024 Assessment **$ 751.74 / 36 = $ 20.88**

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $16,773.66

Estimated Accumulated Costs 2022/2023 $ 11,573.68

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 ea. @ 5,800 lumens
		4 ea. @ 9,500 lumens
		5 ea. @ 16,000 lumens
Project Management:	56	lots
Fund Balance:	$ (836.84)	

1. Landscape	26,639	sq.ft.	@	$ 0.0600	=	$	1,598.34
2. Utilities	26,639	sq.ft.	@	$ 0.1200	=	$	3,196.68
3. Repair/Maintenance	26,639	sq.ft.	@	$ 0.0200		$	532.78
4. Graffiti Maintenance	26,639	sq.ft.	@	$ 0.0059	=	$	157.17
5. Tree Maintenance	26,639	sq.ft.	@	$ 0.0040	=	$	106.56
6. Printing/Postage	26,639	sq.ft.	@	$ 0.00282	=	$	75.12
				$ 0.2127		$	5,666.65

Maintenance	26,639	sq.ft. @	x	$ 0.21272	=	$ 5,666.65
Administrative Fee	$ 5,666.65		x	$ 0.10	=	$ 566.67
County Fee	56 lots		x	$1.00/per lot	=	$ 56.00
Reserves 15% of total cost of maintenance					=	$ 850.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =					=	$ 83.68
						$ 7,223.00

Estimated Cost Per Year	**$ 7,223.00 / 56**	=	**$ 128.98**
2022/2023 Assessment	**$ 7,347.57 / 56**	=	**$ 131.21**
2023/2024 Assessment	**$ 7,568.00 / 56**	=	**$ 135.14**

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision
Fiscal Year 2023/2024
Approved CPI 2006 (Adjusted 2006)
Maximum Assessment $2,303.51

Estimated Accumulated Costs 2022/2023 $ 4,564.22

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	$ (25,877.14)	

1. Landscape	6,512	sq.ft.	@ $ 0.190	=	$	1,237.28
2. Utilities	6,512	sq.ft.	@ $ 0.080	=	$	520.96
3. Repair/Maintenance	6,512	sq.ft.	@ $ 0.040	=	$	260.48
4. Tree Maintenance	6,512	sq.ft.	@ $ 0.130	=	$	846.56
5. Printing/Postage	6,512	sq.ft.	@ $ 0.0115	=	$	74.89
6. Graffiti Maintenance	6,512	sq.ft.	@ $ 0.025	=	$	162.80
			$ 0.477		$	3,102.97

Maintenance	3,103	sq.ft.	x $ 0.477	=	$	1,480.12
Administrative Fee	$ 3,102.97		x $ 0.10	=	$	310.30
County Fee	85 lots		x $1.00/per lot	=	$	85.00
Reserves 15% of total cost of maintenance				=	$	465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =					$	2,587.71
					$	4,928.58

Estimated Cost Per Year	**$ 4,928.58 / 85** =	**$**	**57.98**
2022/2023 Assessment	**$ 2,303.51 / 85** =	**$**	**27.10**
2023/2024 Assessment	**$ 2,303.51 / 85** =	**$**	**27.10**

District No. 32 - Sunrise Villa Phase 1-3
Fiscal Year 2023/2024
Approved CPI 2006
Maximum Assessment $1,513.54

Estimated Accumulated Costs 2022/2023 $ 500.17

Maintenance:	lighting	13ea. @ 5,800 lumens				
Project Management:	54	lots				
Fund Balance:	$ 400.16					

1. Utilities	13 @ 5,800 lumens	@	$ 30.2100	=	$	392.73
2. Printing	1	@	$ 50.0000	=	$	50.00
					$	442.73

Maintenance	$ 442.73	x	1	=	$	442.73
Administrative Fee	$ 442.73	x	$ 0.10	=	$	44.27
County Fee	54	x	$1.00/per lot	=	$	54.00
Reserves 15% of total cost of maintenance				=	$	66.41
Eliminate Deficit Fund Balance over 10 years -		10% of fund deficit		=	=	
					$	607.41

Estimated Cost Per Year **$ 607.41 / 54 = $ 11.25**

2023/2024 Assessment **$ 525.18 / 54 = $ 9.72**

District No. 33 - New Expressions Phase 4 Subdivision
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,504.87

Estimated Accumulated Costs 2022-2023						$	502.39
Maintenance:		220 ft. of wall					
Lighting:		11 ea. @ 5,800 lumens					
		2 ea. @ 9,500 lumens					
Project Management:		58 lots					
Fund Balance:	$	222.43					
1. Utilities	11 @ 5,800 lumens	@	$	104.160	=	$	1,145.76
	2 @ 9,500 lumens	@	$	125.160	=	$	250.32
2. Printing/Postage	1	@	$	75.000	=	$	75.00
						$	1,471.08
Maintenance	$ 1,471.08	x		1	=	$	1,471.08
Administrative Fee	$ 1,471.08	x	$	0.10	=	$	147.11
County Fee	58 lots	x	$1.00/per lot		=	$	58.00
Reserves 15% of total cost of maintenance						$	220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	-
						$	1,896.85
Estimated Cost Per Year			**$ 1,896.85**		=	**$**	**32.70**
			58				
2022/2023 Assessment			**$ 752.44**		=	**$**	**12.96**
			58				
2023/2024 Assessment			**$ 752.44**		=	**$**	**12.96**
			58				

District No. 34 - Meadow Breeze Phase 2
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,928.30

Estimated Accumulated Costs 2022/2023		$ 808.68

Maintenance:	lighting:	14 ea. @ 5,800 lumens 5 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	$ (2,652.63)	

1. Utilities	14 @ 5,800	@ $104.16	=	$ 1,458.24
	5 @ 9,500	@ $125.06	=	$ 625.30
2. Printing/Postage	1	@ $75.00	=	$ 75.00
				$ 2,158.54

Maintenance	$ 2,158.54	x	1	=	$ 2,158.54
Administrative Fee	$ 2,158.54	x	$0.10	=	$ 215.85
County Fee	78	x	$1.00/per lot	=	$ 78.00
Reserves 15% of total cost of maintenance				=	$ 323.78
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$ 265.26
					$ 3,041.44

Estimated Cost Per Year	**$ 3,041.44 / 78**	=	**$ 38.99**
2022/2023 Assessment	**$ 1,928.30 / 78**	=	**$ 24.72**
2023/2024 Assessment	**$ 1,928.30 / 78**	=	**$ 24.72**

District No. 35 - Meadow Breeze Phase 1
Fiscal Year 2023/2024
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment $1,001.39

Estimated Accumulated Costs 2022/2023		$ 346.00

Maintenance:	lighting:	9 ea @ 5,800 lumens
Project Management:	44	lots
Fund Balance:	$ (2,590.90)	

Utilities					Formula	
1. Utilities	9 lumens	@ $	104.16	=	$	937.44
2. Printing/Postage	1	@ $	75.00	=	$	75.00
					$	1,012.44

Maintenance	$ 1,012.44	x	1	=	$	1,012.44
Administrative Fee	$ 1,012.44	x $	0.10	=	$	101.24
County Fee	44 lots	x $1.00/per lot		=	$	44.00
Reserves 15% of total cost of maintenance					$	151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					$	259.09
					$	1,568.64

Estimated Cost Per Year	**$ 1,568.64** / **44**	=	**$**	**35.65**
2022/2023 Assessment	**$ 1,001.39** / **44**	=	**$**	**22.76**
2023/2024 Assessment	**$ 1,001.39** / **44**	=	**$**	**22.76**

District No.38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2023/2024
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment $529.89

Estimated Accumulated Costs 2022/2023	$	425.87

Maintenance:	lighting:	2 ea. lumens @ 5,800
Project Management:	6	lots
Fund Balance:	$ (511.03)	

						Formula	
1. Utilities	2 lumens	@	$	104.16	=	$	208.32
2. Printing/Postage	1	@	$	75.00	=	$	75.00
						$	283.32

Maintenance	$	283.32	x	1	=	$	283.32
Administrative Fee	$	283.32	x	$ 0.10	=	$	28.33
County Fee		6	x	$1.00/per lot	=	$	6.00
Reserves 15% of total cost of maintenance						$	42.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						$	51.10
						$	411.26

Estimated Cost Per Year	**$ 411.26**	=	**$**	**68.54**
	6			
2022/2023 Assessment	**$ 529.89**	=	**$**	**88.32**
	6			
2023/2024 Assessment	**$ 529.89**	=	**$**	**88.32**
	6			

District No. 40 - Amalene Estates
Fiscal Year 2023/2024
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment $7648.22

Estimated Accumulated Costs 2022/2023			$ 4,319.53
Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall	
Lighting:	17	16 ea. @ 5,800 lumens	
		1 ea. @ 16,000 lumens	
Project Management:	26	lots	
Fund Balance:	$ 6.62		

1. Landscape	5,445	sq.ft.	@	$ 0.400	=	$	2,178.00
2. Utilities	5,445	sq.ft.	@	$ 0.250	=	$	1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	$ 0.040	=	$	217.80
4. Tree Maintenance	5,445	sq.ft.		$ 0.040		$	217.80
5. Printing/Postage	5,445	sq.ft.	@	$ 0.0138		$	75.14
				$ 0.744		$	4,049.99

Maintenance	4,050	sq.ft.	x	$ 0.744	= $	3,013.19
Administrative Fee	$ 4,049.99		x	$0.10	= $	405.00
County Fee	26		x	$1.00/per lot	= $	26.00
Reserves	15% of total cost of maintenance				= $	607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $	-
					$	4,051.69

Estimated Cost Per Year $ 4,051.69 / 26 = **$ 155.83**

2022/2023 Assessment $ 5,398.85 / 26 = **$ 207.65**

2023/2024 Assessment $ 5,560.82 / 26 = **$213.88**

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2023/2024
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $18,564.42

Estimated Accumulated Costs 2022/2023 $ 9,465.88

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall
Lighting:	36	28 ea. @ 5,800 lumens
		8 ea. @ 16,000 lumens
Project Management:	61	lots
Fund Balance:	$ 984.52	

1. Landscape	27,960	sq. ft.	@	$ 0.150	=	$	4,194.00
2. Utilities	27,960	sq.ft.	@	$ 0.071	=	$	1,985.16
3. Repair/Maintenance	27,960	sq.ft.	@	$ 0.006	=	$	164.96
4. Tree Maintenance	27,960	sq.ft.	@	$ 0.004	=	$	111.84
5. Printing/Postage	27,960	sq.ft.	@	$ 0.0027	=	$	75.49
				$ 0.234		$	6,542.64

Maintenance	27,960	sq.ft.	x	$ 0.23400	=	$	6,542.64
Administrative Fee	$ 2,481.71		x	$ 0.10	=	$	248.17
County Fee	61 lots		x	$1.00/per lot	=	$	61.00
Reserves 15% of total cost of maintenance					=	$	981.40
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =						$	-
						$	7,833.21

Estimated Cost Per Year	**$ 7,833.21** / **61** =	**$**	**128.41**
2022/2023 Assessment	**$ 7,916.67** / **61** =	**$**	**129.78**
2023/2024 Assessment	**$ 8,154.17** / **61** =	**$**	**133.66**

District No.44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2023/2024
Approved CPI 2008
(Adjusted 2008)
Maximum Assessment $5,629.48

Estimated Accumulated Costs 2022/2023		$ 4,106.97

Maintenance:	4,300	sq.ft. of landscaping area, 242 ft. of wall, and
Lighting:	23	20 ea. @ 5,800 lumens
		3 ea. @ 9,500 lumens
Project Management:	70	
Fund Balance:	$ 321.41	

1. Landscape	4,300	sq.ft.	@	$ 0.400	=	$	1,720.00
2. Utilities	4,300	sq.ft.	@	$ 0.080	=	$	344.00
3. Repair/Maintenance	4,300	sq.ft.	@	$ 0.040	=	$	172.00
4. Tree Maintenance	4,300	sq.ft.	@	$ 0.100	=	$	430.00
5. Printing/Postage	4,300	sq.ft.	@	$ 0.010	=	$	43.00
6. Graffiti Maintenance	4,300	sq.ft.	@	$ 0.0176	=	$	75.68
				$ 0.648	=	$	2,784.68

Maintenance	4,300	sq.ft.	x	$ 0.648	=	$	2,784.68
Administrative Fee	$ 2,784.68		x	$ 0.10	=	$	278.47
County Fee	69		x	$1.00/per lot	=	$	69.00
Reserves	15% of total cost of maintenance				=	$	417.70
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=		
						$	3,549.85

Estimated Cost Per Year **$ 3,549.85 / 69** = **$ 51.45**

2022/2023 Assessment **$ 5,100.73 / 69** = **$ 73.92**

2023/2024 Assessment **$ 5,100.73 / 69** **$ 73.92**

District No. 46- Moorea Manor
Fiscal Year 2023/2024
Approved CPI 2009
(Adjusted 2009)

Estimated Accumulated Costs 2022/2023		$ 3,230.65

Maintenance:	1,460	sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4	4 ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	$ (1,991.30)	

1. Landscape	1,460	sq.ft.	@	$	1.850	= $	2,701.00
2. Utilities	1,460	sq.ft.	@	$	0.500	= $	730.00
3. Printing/Postage	1,460	sq.ft.	@	$	0.052	= $	75.92
4. Graffiti Maintenance	1,460	sq.ft.	@	$	0.140	= $	204.40
				$	2.542	$	3,711.32

Maintenance	1,460	sq.ft.	x	2.540	= $ 3,711.32
Administrative Fee	$ 3,711.32		x	$0.10	= $ 371.13
County Fee	16		x	$1.00/per lot	= $ 16.00
Reserves	15% of total cost of maintenance				= $ 556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $ 199.13
					$ 4,854.28

Estimated Cost Per Year	**$ 4,854.28** / **16**	=	**$ 303.39**
2022/2023 Assessment	**$ 4,690.79** / **16**	=	**$ 293.17**
2023/2024 Assessment	**$ 4,854.28** / **16**	=	**$ 293.16**

District No.53 - Trooper Terrace
Fiscal Year 2023/2024

Estimated Accumulated Costs 2022/2023 $ 2,555.96

Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	$ (415.22)	

1. Landscape	4,414	sq.ft.	@	$	0.090	=	$	397.26
2. Graffiti Maintenance	4,414	sq.ft.	@	$	0.050	=	$	220.70
3. Tree Maintenance	4,414	sq.ft.	@	$	0.080	=	$	353.12
4. Printing/Postage	4,414	sq.ft.	@	$	0.017	=	$	75.04
5. Utilities	4,414	sq.ft.	@	$	0.250	=	$	1,103.50
6. Repair/Maintenance	4,414	sq.ft.	@	$	0.030	=	$	132.42
				$	0.517	=	$	2,282.04

Maintenance	4,414	sq.ft.	x	$	0.517	=	$ 2,282.04
Administrative Fee	$ 2,282.04		x $0.10			=	$ 228.20
County Fee	17		x $1.00/per lot			=	$ 17.00
Reserves 15% of total cost of maintenance						=	$ 342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						=	$ 41.52
							$ 2,911.07

Estimated Cost Per Year	**$ 2,911.07 / 17**	=	**$**	**171.24**
2022/2023 Assessment	**$ 2,869.55 / 17**	=	**$**	**168.80**
2023/2024 Assessment	**$ 2,869.55 / 17**	=	**$**	**168.80**

District 54 - Cambria Windsor Court
Fiscal Year 2023/2024

Estimated Accumulated 2022/2023		$ 3,940.21

Maintenance: 33,256 sq.ft. of landscaping
Project Management: 80 lots, lighting 11 lumens @ 5,800
Fund Balance: $ 3,034.29

Maintenance

1. Landscape/Tree Maintenance	33,256 @	$ 0.120	=	$	3,990.72
2. Grafitti Maintenance	33,256 @	$ 0.025	=	$	831.40
3. Tree Maintenance	33,256	0.045		$	1,496.52
4. Postage/Printing	33,256 @	$ 0.003	=	$	99.77
5. Utilities	33,256 @	$ 0.060	=	$	1,995.36
6. Repair/Maintenance	33,256 @	$ 0.050	=	$	1,662.80
		0.303	=	$	10,076.57

Maintenance	33,256	$ 0.303	=	$	10,076.57
Administrative Fee	$ 10,076.57 x	$ 0.100	=	$	1,007.66
County Fee	80 @ $1.00/per lot		=	$	80.00
Reserves 15% of total cost of maintenance			=	$	1,511.49
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	$	-
	Total			$	12,675.71

Estimated Cost Per Year:	**$ 12,675.71**	=	**$**	**158.44**
	80			
2023/2024 Assessment	**$ 4,137.22**	=	**$**	**51.72**
	80			

District No. 57- The Villas at Sierra Meadows Phase 1
Fiscal Year 2023/2024

Maintenance:	25,737	sq. ft. of landscaping area, 1,050 ft. of wall
Lighting:	10	ea. @ 5,800 lumens
Project Management:	28	lots
Fund Balance:	$ -	

1. Landscape	25,737	sq.ft.	@	$	0.150	= $	3,860.55
2. Graffiti Maintenance	25,737	sq.ft.	@	$	0.005	= $	128.69
3. Tree Maintenance	25,737	sq.ft.	@	$	0.004	= $	102.95
4. Postage	25,737	sq.ft.	@	$	0.003	= $	77.21
5. Utilities	25,737	sq.ft.	@	$	0.071	= $	1,827.33
6. Printing	25,737	sq.ft.	@	$	0.003	= $	77.21
7. Repair/Maintenance	25,737	sq.ft.	@	$	0.006	= $	154.42
				$	0.242	$	6,228.36

Maintenance	25,737	sq.ft.	x	0.242	= $ 6,228.36
Administrative Fee	$ 6,228.36		x	$0.10	= $ 622.84
County Fee	28		x	$1.00/per lot	= $ 28.00
Reserves	15% of total cost of maintenance				= $ 934.25
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $ -
					$ 7,813.45

Estimated Cost Per Year **$ 7,813.45 / 28 = $ 279.04**

2023/2024 Assessment **$ 7,813.45 / 28 = $ 279.04**

District No. 58- The Villas at Sierra Meadows Phase 2
Fiscal Year 2023/2024

Maintenance:	3,207	sq. ft. of landscaping area
Lighting:	10	ea. @ 5,800 lumens
Project Management:	39	lots
Fund Balance:	$ -	

1. Landscape	3,207	sq.ft.	@	$	0.150	= $	481.05
2. Graffiti Maintenance	3,207	sq.ft.	@	$	0.005	= $	16.04
3. Tree Maintenance	3,207	sq.ft.	@	$	0.004	= $	12.83
4. Postage	3,207	sq.ft.	@	$	0.003	= $	9.62
5. Utilities	3,207	sq.ft.	@	$	0.071	= $	227.70
6. Printing	3,207	sq.ft.	@	$	0.003	= $	9.62
7. Repair/Maintenance	3,207	sq.ft.	@	$	0.006	= $	19.24
				$	0.242	$	776.10

Maintenance	3,207	sq.ft.	x	0.242	= $ 776.10
Administrative Fee	$ 776.10		x	$0.10	= $ 77.61
County Fee	39		x	$1.00/per lot	= $ 39.00
Reserves	15% of total cost of maintenance				= $ 116.42
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $ -
					$ 1,008.13

Estimated Cost Per Year **$ 1,008.13 / 39 = $ 25.86**

2023/2024 Assessment **$ 1,008.13 / 39 = $ 25.86**

District No. 59- The Villas at Sierra Meadows Phase 3
Fiscal Year 2023/2024

Maintenance:	17,302	sq. ft. of landscaping area, 1,050 ft. of wall
Lighting:	7	ea. @ 5,800 lumens
Project Management:	39	lots
Fund Balance:	$ -	

1. Landscape	17,302	sq.ft.	@	$	0.150	= $	2,595.30
2. Graffiti Maintenance	17,302	sq.ft.	@	$	0.005	= $	86.51
3. Tree Maintenance	17,302	sq.ft.	@	$	0.004	= $	69.21
4. Postage	17,302	sq.ft.	@	$	0.003	= $	51.91
5. Utilities	17,302	sq.ft.	@	$	0.071	= $	1,228.44
6. Printing	17,302	sq.ft.	@	$	0.003	= $	51.91
7. Repair/Maintenance	17,302	sq.ft.	@	$	0.006	= $	103.81
				$	0.242	$	4,187.08

Maintenance	17,302	sq.ft.	x	0.242	= $	4,187.08
Administrative Fee	$ 4,187.08		x	$0.10	= $	418.71
County Fee	39		x	$1.00/per lot	= $	39.00
Reserves	15% of total cost of maintenance				= $	628.06
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= $	-
					$	6,584.34

Estimated Cost Per Year **$ 6,584.34 / 39 = $ 168.82**

2023/2024 Assessment **$ 6,584.34 / 39 = $ 168.82**

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2023/2024

Estimated Accumulated Costs 2022/2023			$ 24,708.44
Maintenance:	47,462	sq. ft. of landscaping area	
Lighting:	16	12 ea. @ 5,800 lumens	
		4 ea. @ 16,000 lumens	
Project Management:	207	lots	
Fund Balance:	$ (10,250.45)		

1. Landscape	47,462	sq.ft.	@	$ 0.200	=	$	9,492.40
2. Utilities	47,462	sq.ft.	@	$ 0.140	=	$	6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	$ 0.010	=	$	474.62
4. Tree Maintenance	47,462	sq.ft.	@	$ 0.030		$	1,423.86
5. Printing/Postage	47,462	sq.ft.	@	$ 0.0016	=	$	75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	$ 0.020	=	$	949.24
				$ 0.402		$	19,060.74

Maintenance	19,061	sq.ft.	x	0.402	=	$ 7,662.42
Administrative Fee	$ 19,060.74		x	$0.10	=	$ 1,906.07
County Fee	207		x	$1.00/per lot	=	$ 207.00
Reserves	15% of total cost of maintenance				=	$ 1,149.36
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	$ 1,025.05
						$ 11,949.90

Estimated Cost Per Year	**$ 11,949.90 / 207**	=	**$ 57.73**
2022/2023 Assessment	**$ 24,619.42 / 207**	=	**$ 118.93**
2023/2024 Assessment	**$ 27,179.28 / 207**	=	**$ 131.30**

This concludes the 2023/2024 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356

RESOLUTION NO.: _____-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2023-2024 IN LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."

2. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out

3. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to

4. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.

5. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.

6. Annexation No. 6 =Northpointe Subdivision includes lighting located south of Westfield Avenue and east of Mathew Street.

7. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.

8. Annexation No. 11 = New Horizons Phase One Subdivision and the remainder parcel located along Springville Ave, and Indiana Street.

9. Annexation No. 14 = Wisconsin Manor One Subdivision located on the corner of Wisconsin Way.

10. Annexation No. 16 = New Horizons Phase Two located on the corner of Indiana Street and Springville Avenue

11. Annexation No. 19 = Castle Woods Phase One Subdivision location along Castle Avenue and Newcomb Street.

12. District No. 2 = North Creek Estates located on Westwood north of Westfield.

13. District No. 3 – New Expressions Phase One Subdivision located along Indiana Street between Springville Avenue and Cleo Avenue.

14. District No. 4 = River Springs Phase One Subdivision located along Newcomb Street.

15 District No. 5 = Castle Woods Phase Two Subdivision located at Median Avenue and Salisbury.

16. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough.

17. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.

18. District No. 8 = River Breese located on Newcomb Street Between Pasty and Spring Streets.

19. District No. 12 = Westwood Estates, Unit Five, Phase Two, located on Henderson Avenue and Brandy Way.

20. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.

21. District No. 16 = New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail.

22. District No. 17 = Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Stree.

23. District No. 19 = Williams Ranch, Phase One Located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.

24. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.

25. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.

26. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camallia Street, Tule Court and Rio Vista Avenue.

27. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues.

28. District No. 29 = River Springs Phase Three Subdivision located on Date Avenue, River Springs Drive and Atkins Court.

29. District No. 30 = Sierra Meadows, Phase One, Subdivision located at Indiana Street and Gibbons Avenue.

30. District No. 31 = Williams Ranch, Phase Two and Three Subdivision on Westwood Street between Henderson and Westfield Avenues.

31. District No. 32 = Sunrise Villa, Phase One Subdivision located at Cottage Street and Mulberry Avenue.

32. District No. 33 = New Expressions, Phase Four Subdivision located on Indiana Street, between Springville Avenue and the Tule River.

33. District No. 34 = Meadow Breeze, Phase Three Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.

34. District No. 35 = Meadow Breeze, Phase One Subdivision located on Pioneer Avenue and Salisbury Street.

35. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street

36. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.

37. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.

38. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.

39. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

40. District No. 53 = Trooper Terrace Subdivision located on the east side of Westwood Street between Henderson Avenue and Luisa Avenue.

41. District No. 54 = Windsor Court Cambria Subdivision located on the northwest corner of Henderson Avenue and Elderwood Street.

42. District 57 = The Villas at Sierra Meadows Phase One right-of-way and easement along Jaye Street frontage of Lots 1 and 28, as well as right-of-way along Joan Ave, S. Lone Oak Ct, and Western Street.

43. District 58 = The Villas at Sierra Meadows Phase Two right-of-way along the frontages of Joan Avenue, Western Street, Richard Avenue, Mesa Oak St, and Brown Avenue.

44. District 59 = The Villas at Sierra Meadows Phase Three right-of-way along the frontages of Joan Avenue, Mesa Oak Street and South Howland Court of The Villas at Sierra Meadows

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscapes and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 69-93 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City

Clerk of said City.

5. Westwood Park Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".

6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 54-94 indication by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

8. All that certain territory of the City Of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.

10. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No.16 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 33-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

11. All that certain territory of the City Of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 19 to Landscape and

Lighting Maintenance District No. I heretofore approved by the City Council of said City by Resolution No. 56-96 indication by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

12. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 2" heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary like the extent of the territory included within the assessment district and which map is on file in the office of the City Clerk of said City.

13. All that certain "Map of Landscape and Lighting District No. 3" heretofore approved by the City Council of said City by Resolution No. 127-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

14. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

16. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 6," heretofore approved by the City Council of said City by Resolution No. 89-99, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

17. All that certain "Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No.67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

18. All that certain "Map of Landscape and Lighting District No. 8" heretofore approved by the City Council of said City by Resolution No.120-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

19. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12," heretofore

approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

20. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No.15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

21. All that certain "Map of Landscape and Lighting District No. 16" heretofore approved by the City Council of said City by Resolution No. 91-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

22. All that certain "Map of Landscape and Lighting District No. 17" heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

23. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 19," heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

24. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

25. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

26. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No.58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

27. All that certain "Map of Landscape and Lighting District No. 26" heretofore approved by the City Council of said City by Resolution No.59-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

28. All that certain “Map of Landscape and Lighting District No. 29” heretofore approved by the City Council of said City by Resolution No. 90-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

29. All that certain territory of the City of Porterville included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 30,” heretofore approved by the City Council of said City by Resolution No. 52-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

30. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

31. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 32,” heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

32. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 33,” heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

33. All that certain “Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain “Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.

35. All that certain “Map of Landscape and Lighting District No. 38” heretofore approved by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

36. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.

37. All that certain “Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

38. All that certain “Map of Landscape and Lighting District No. 44" heretofore approved by the City Council of said City by Resolution No. 37-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

39. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No.91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

40. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 53" heretofore approved by the City Council of said City by Resolution No. 51-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

41. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain “Map of Landscape and Lighting District No. 54" heretofore approved by the City Council of said City by Resolution No. 51-202 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

42. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain “Map of the Landscape and Lighting Maintenance District No. 57,” heretofore approved by the City Council of said City by Resolution No. -2023 indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

43. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain “Map of Landscape and Lighting Maintenance District No. 58,” heretofore approved by the City Council of said City by Resolution No. -2023, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk.

44. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 59," heretofore approved by the City Council of said City by Resolution No. -2023, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2022-2023 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2022-2023 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 1st day of August 2023, at the hour of 6:30 P.M., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 8. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SUBJECT: Engineer's Reports and Setting of a Public Hearing for Establishing Landscape and Lighting Maintenance Districts and Tax Assessments for Parcels Within The Villas At Sierra Meadows Phases One, Two and Three

SOURCE: Parks and Leisure Services

COMMENT: New subdivisions within the City are required to petition for the formation of a Maintenance Assessment District. The Districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas. The City utilizes the authority governed by the 1972 Landscape and Lighting Assessment Act to create a District for each subdivision. Thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each District.

The attached draft Resolutions are necessary to initiate the process of creating new Districts for the Villas at Sierra Meadows Phases 1, 2 and 3 subdivisions. The first draft Resolution is to order the formation of the new Districts, appoint the City Engineer as the Engineer of Work, and order the preparation of Engineer's Reports. The Engineer's Reports accompany this staff report. The second draft Resolution is provided to give preliminary approval to the Reports as the basis for creation of proposed assessments. The final draft Resolution declares the intent to form the Districts, levy and collect tax assessments, and schedule a Public Hearing for August 1, 2023.

RECOMMENDATION: That the City Council:
1. Adopt the draft Resolution ordering the proceedings for formation of Landscape and Lighting Maintenance District Numbers 57, 58 and 59, and ordering the preparation of the Engineer's Reports; and
2. Adopt the draft Resolution giving preliminary approval to the Engineer's Reports; and
3. Adopt the draft Resolution declaring intent to form districts, levy and collect assessments, and setting a Public Hearing for August 1, 2023.

ATTACHMENTS:
1. Draft Resolution - District Formation Proceedings
2. Draft Resolution - Accept the Engineer's Reports
3. Draft Engineer's Reports
4. Draft Resolution - District Formation Intent
5. Final Map - The Villas at Sierra Meadows Phase 1

6. Final Map - The Villas at Sierra Meadows Phase 2
7. Final Map - The Villas at Sierra Meadows Phase 3

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. -2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING PROCEEDINGS FOR THE FORMATION OF LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NUMBERS 57, 58, AND 59 ORDERING PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED DISTRICT BOUNDARY FOR EACH OF THE DISTRICTS, ASSIGNING AN ENGINEER OF WORK, AND ORDERING THE PREPARATION OF ENGINEER'S REPORTS

WHEREAS, it has been determined by the City Council of the City of Porterville that the public interest, convenience and necessity required the installation and planting of landscape materials, the installation and construction of irrigation systems, the installation of lighting and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California; and

WHEREAS, the cost for operation and maintenance of the landscaping and lighting improvements is to be determined and considered for assessment to the benefiting properties; and

WHEREAS, Section 22622 requires that an Engineer's Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the formation of Landscape and Lighting Maintenance District numbers 57, 58, and 59 and as authorized by Section 22525 of the Streets and Highways Code, State of California.

2. That proceedings are to be conducted for the formation of said Landscape and Lighting Maintenance Districts.

3. That the properties to be specifically charged for maintenance of landscaping and lighting improvements shall be located within the boundary of the proposed districts, and maps to illustrate said boundaries are hereby ordered to be prepared.

4. That Javier Sanchez be appointed as "Engineer of Work" with all applicable provisions of Article 4, Division 15 of the Landscape and Lighting Act of 1972 applied to said "Engineer of Work".

5. That the cost of maintaining the landscape and lighting facilities in each of said Landscape and Lighting Maintenance Districts shall be borne by the property owners within the district, and said cost shall be assessed according to said 1972 Act.

6. That the Engineer of Work is hereby ordered to prepare a report for each District in accordance with Article 4, Division 15 of said 1972 Act.

APPROVED AND ADOPTED THIS 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. -2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS ENCOMPASSING THE VILLAS AT SIERRA MEADOWS PHASE ONE, THE VILLAS AT SIERRA MEADOWS PHASE TWO, AND THE VILLAS AT SIERRA MEADOWS PHASE THREE

WHEREAS, on the 18th day of July, 2023 said City Council did direct by Resolution that the Engineer of Work was to make and file with the City Clerk of said City a report in writing for each subdivision as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City each report in writing as called for in said Resolution and under and pursuant to said Act, which reports have been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that said reports nor any part thereof, requires or should be modified; and

WHEREAS, reference is hereby made to said Engineer's Reports for further, full and more particular description of proposed Assessment Districts, and the same Engineer's Reports so on file, shall govern for all details as to the extent of said Assessment Districts.

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

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby preliminarily approved and confirmed.

2. That the diagram showing the Assessment District referred to and described in said reports, the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, are hereby preliminarily approved and confirmed.

3. That the proposed assessments upon the subdivisions of land in each said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report, is hereby preliminarily approved and confirmed.

4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to each of the proposed districts.

APPROVED AND ADOPTED THIS 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Acting Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 57

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. -2023. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at The Villas at Sierra Meadows, Phase One Subdivision into the Landscape and Lighting Maintenance District No. 57. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping includes 1,050 feet of masonry wall located on the south side of the subdivision that runs along the trail of the Poplar Ditch and along S. Jaye St. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and an amount set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 10. Total landscaped area to be maintained is 1,050 lineal feet of masonry wall, and 25,737 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 57 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of The Villas at Sierra Meadows, Phase One Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2023-2024

Maintenance	25, 737 sq.ft, of landscaping area, 1,050 lf. of masonry wall		
Lighting	10 @ 5,800 lumens		
Project Management	28 lots		
Fund Balance	$ -		
Landscape	25,737 sq. ft. @ $0.150	= $	3,860.55
Graffiti Maintenance	25,737 sq. ft. @ $0.005	= $	128.69
Tree Maintenance	25,737 sq. ft. @ $0.004	= $	102.95
Postage/Printing	25,737 sq. ft. @ $0.006	= $	154.42
Utilities	25,737 sq. ft. @ $0.071	= $	1,827.33
Repair/Maintenance	25,737 sq. ft. @ $0.006	= $	154.42
	$0.242	= $	6,228.36

Maintenance	25,737 sq.ft. $0.242	=	$ 6,228.36
Administrative Fee	$6,228.36 x $0.10	=	$ 622.84

County Fee	28 lots @ $ 1.00 per lot	=	$ 28.00
Reserves 15% total cost of	Maintenance	=	$ 934.25
			$ 7,813.45
Estimated Cost Per Year	$ 7,813.45/28 = $ 279.04		

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2023/2024 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2023/2024 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 57 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 57. The establishment and maintenance of the

improvements is a vital part of the development of The Villas at Sierra Meadows, Phase One Subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance for the landscape and lighting at The Villas at Sierra Meadows, Phase One Subdivision, it should become Landscape and Lighting Maintenance District No. 57. The subdivision consists of 28 Lots. The Landscape area, which benefits the 28 lots, is located along the south side of the subdivision that runs along the trail of the Poplar Ditch and along S. Jaye St.

Landscape and Lighting Maintenance District No. 57 will consist of an area comprising approximately 6.53 acres. A total of 28 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2023-2024 Assessment

$$\text{Assessment (A)} = \frac{\$\ 7{,}813.41}{28}.$$

A= $ 7,813.41 . = $ 279.04 per lot for The Villas at Sierra Meadows I
28

Total Assessment for 2023-2024 = $ 7,813.41
Total developed lot count is 28 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 57 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 57.
5. Every year between April and June the Engineer of Work file a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.

_____

Javier Sanchez, Jr.
Engineer of the Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 58

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. -2023. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at The Villas at Sierra Meadows, Phase Two Subdivision into the Landscape and Lighting Maintenance District No. 58. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping includes 3,207 square feet located along South Western and West Joan Ave. The landscape maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and an amount set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 10. Total landscaped area to be maintained is 3,207 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 58 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of The Villas at Sierra Meadows, Phase Two Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2023-2024

Maintenance	3,207 sq.ft, of landscaping area		
Lighting	10 @ 5,800 lumens		
Project Management	39 lots		
Fund Balance	$ -		
Landscape	3,207 sq. ft. @ $0.150	= $	481.05
Graffiti Maintenance	3,207 sq. ft. @ $0.005	= $	16.04
Tree Maintenance	3,207 sq. ft. @ $0.004	= $	12.83
Postage/Printing	3,207 sq. ft. @ $0.006	= $	19.24
Utilities	3,207 sq. ft. @ $0.071	= $	227.70
Repair/Maintenance	3,207 sq. ft. @ $0.006	= $	19.24
	$0.242	= $	776.10

Maintenance	3,207 sq.ft. $0.242	= $	776.10
Administrative Fee	$776.10 x $0.10	= $	76.61

County Fee	39 lots @ $ 1.00 per lot	=	$ 39.00
Reserves 15% total cost of	Maintenance	=	$ 116.42
			$ 1,008.13
Estimated Cost Per Year	$ 1,008.13/39 = $ 25.85		

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2023-2024 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2023/2024 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 58 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 58. The establishment and maintenance of the

improvements is a vital part of the development of The Villas at Sierra Meadows, Phase Two Subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance for the landscape and lighting at The Villas at Sierra Meadows, Phase Two Subdivision, it should become Landscape and Lighting Maintenance District No. 58. The subdivision consists of 39 Lots. The Landscape area, which benefits the 39 lots, is located at the south side of the subdivision that runs along the trail of the Poplar Ditch and along S. Jaye St.

Landscape and Lighting Maintenance District No. 58 will consist of an area comprising approximately 14.5 acres. A total of 39 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

4. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
5. Properly maintained landscaping and lighting benefits all properties in the development.
6. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2023-2024 Assessment

$$\text{Assessment (A)} = \frac{\$\ 1{,}008.13}{39}.$$

A= $ 1,008.13 . = $ 25.84 per lot for The Villas at Sierra Meadows II
39

Total Assessment for 2023-2024 = $ 1,008.13
Total developed lot count is 39 lots.

SECTION 8. Order of Events

7. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
8. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
9. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 58 and determines the district.
10. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 58.
11. Every year between April and June the Engineer of Work file a report with the City Council.
12. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.

_____

Javier Sanchez, Jr.
Engineer of the Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 59

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. -2023. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at The Villas at Sierra Meadows, Phase Three Subdivision into the Landscape and Lighting Maintenance District No. 59. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping includes 619 feet of masonry wall located on the south side of the subdivision that runs along the trail of the Poplar ditch, as well as 17,302 square feet of landscape. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and an amount set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 7. Total landscaped area to be maintained is 619 lineal feet of masonry wall, and 17,302 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 59 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of The Villas at Sierra Meadows, Phase Three Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2023-2024

Maintenance	17,302 sq.ft, of landscaping area, 619 lf. of masonry wall		
Lighting	7 @ 5,800 lumens		
Project Management	39 lots		
Fund Balance	$ -		
Landscape	17,302 sq. ft. @ $0.150	= $	2,595.30
Graffiti Maintenance	17,302 sq. ft. @ $0.005	= $	86.51
Tree Maintenance	17,302 sq. ft. @ $0.004	= $	69.21
Postage/Printing	17,302 sq. ft. @ $0.006	= $	103.81
Utilities	17,302 sq. ft. @ $0.071	= $	1,228.44
Repair/Maintenance	17,302 sq. ft. @ $0.006	= $	103.81
	$0.242	= $	4,187.08

Maintenance	17,302 sq.ft. $0.242	= $ 4,187.08
Administrative Fee	$17,302 x $0.10	= $ 1,730.20

County Fee	39 lots @ $ 1.00 per lot	=	$ 39.00
Reserves 15% total cost of	Maintenance	=	$ 628.06
			$ 6,584.34
Estimated Cost Per Year	$ 6,584.34/39 = $ 168.83		

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2023-2024 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2023/2024 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 59 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 59. The establishment and maintenance of the

improvements is a vital part of the development of The Villas at Sierra Meadows, Phase Three Subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance for the landscape and lighting at The Villas at Sierra Meadows, Phase Three Subdivision, it should become Landscape and Lighting Maintenance District No. 59. The subdivision consists of 39 Lots. The Landscape area, which benefits the 39 lots, is located along the south side of the subdivision that runs along the trail of the Poplar Ditch.

Landscape and Lighting Maintenance District No. 59 will consist of an area comprising approximately 7.15 acres. A total of 39 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

7. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
8. Properly maintained landscaping and lighting benefits all properties in the development.
9. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2023-2024 Assessment

$$\text{Assessment (A)} = \frac{\$\ 6{,}584.34}{39}.$$

A= $ 6,584.34 . = $ 168.83 per lot for The Villas at Sierra Meadows III
39

Total Assessment for 2023-2024 = $ 6,584.34
Total developed lot count is 39 lots.

SECTION 8. Order of Events

13. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
14. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
15. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 59 and determines the district.
16. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 59.
17. Every year between April and June the Engineer of Work file a report with the City Council.
18. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.

_____

Javier Sanchez, Jr.
Engineer of the Work

RESOLUTION NO. -2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO FORM ASSESSMENT DISTRICTS AND TO LEVY AND COLLECT ASSESSMENTS IN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS, THE COST AND EXPENSE THEREOF, AND THE AMOUNT EACH PARCEL THEREIN IS INITIALLY TO BE ASSESSED; DESIGNATING SAID DISTRICTS AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS, DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO; WITH SAID PROCEEDINGS PERTAINING TO: THE VILLAS AT SIERRA MEADOWS PHASE ONE, THE VILLAS AT SIERRA MEADOWS PHASE TWO AND THE VILLAS AT SIERRA MEADOWS PHASE THREE

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22424 of the Streets and Highways code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right-of-way, easements, and public lands within the Villas at Sierra Meadows Phase One Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 57."

2. Right-of-way, easements, and public lands within the Villas at Sierra Meadows Phase Two Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 58."

3. Right-of-way, easements, and public lands within the Villas at Sierra Meadows Phase Three Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 59."

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT

That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District numbers 57, 58, and 59, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER

The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The Engineer's Reports for Landscape and Lighting Maintenance District No. 57, 58, and 59 are on file in the Office of the City Clerk of said City, and were prepared for the 2023-2024 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between March and June, at which time assessments for the next fiscal year will be determined

SECTION 6. TIME AND PLACE OF HEARING

Notice is hereby given that on the 1st day of August 2023, at the hour of 6:30 P.M. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION
Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

SECTION 9. CERTIFICATION
The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Acting Chief Deputy City Clerk

THE VILLAS AT SIERRA MEADOWS PHASE 1

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM that portion thereof described as follows :

Beginning at a point on the North and South half section lines, distant 1335.1 feet South of the North quarter corner of said Section 2, and running thence West 417.42 feet ; thence South 208.71 feet, thence East 417.42 feet and thence North
208.71 feet to the point of beginning, as per Licensed Survey recorded Book 7, page 17 of Licensed Surveys.

ALSO EXCEPTING THEREFROM that portion thereof described in the Final Order of Condemnation, recorded July 21, 1993, Instrument No. 93-050818, Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in deed dated March 25, 2010, executed by Nadine Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust dated October 28, 2000 in favor of the City of Porterville, recorded April 28, 2010, as Instrument No. 2010-0025920 , Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed dated January 14, 2019 , executed by Thomas J. O'Sullivan and Deborah L. O'Sullivan , trustees of the O'Sullivan Family Revocable Trust u/t/d September 28, 2012 in favor of City of Porterville, a Municipal corporation, recorded January 18, 2019, as Instrument No. 2019-0002859, Official Records.

OCTOBER, 2020

OWNERS:

THOMAS J. & DEBORAH L. O'SULLIVAN
TRUSTEES OF THE O'SULLIVAN FAMILY REVOCABLE TRUST
U/T/D SEPTEMBER 28, 2012
1279 W. Henderson Ave. #340
Porterville, California 93257

SURVEYOR:

FORESTER, WEBER & ASSOCIATES, L.L.C.
1620 W. Mineral King, Suite B
Visalia, Ca 93291
(559)732-0102

FLOOD HAZARD NOTE

As delineated on the Federal Emergency Management Agency's Flood Insurance Rate Map (Map No. 06107C1642E) for Community No. 060407, City of Porterville, Tulare County, California, effective June 16, 2009, the property shown on this map lies fully within Zone X (unshaded), xhich are areas outside of 0.2%annual chance flooding.

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 10-5-2020 before me, R.E. Haro Notary Public

personally appeared Thomas J. O'Sullivan

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.

R.E. Haro
Signature

R.E. Haro
Print name

Porterville, Tulare County
Principal place of business.

My commission expires: April 21, 2021
My commission number: 2192896

(No notary seal required Pursuant to Sec. 66436 (c) of the Subdivision Map Act.)

OWNER'S STATEMENT

The undersigned hereby certify that he is the only person having any record title interest in the real property included within the boundaries of the subdivision shown upon this map, and do hereby consent to the preparation and recording of said map and that the consent of no other person is necessary. I hereby offer for dedication and do hereby dedicate the following, as shown within the boundaries of the map hereon, for the specified purpose:

1. Right of way in fee for Joan Ave., S. Lone Oak Ct. & Western St. in fee to the City of Porterville.
2. Lot A in fee to the City of Porterville for landscaping, block walls and other public purpose.
3. Lot B in fee to the City of Porterville for landscaping, block walls and other public purpose.
4. Public Easements for the installation and maintenance of gas lines and conduits for electric, television and telephone services, together with any and all appurtenances pertaining thereto, as shown hereon and designated as "PUE" (public utility easement.)

THE O'SULLIVAN FAMILY REVOCABLE TRUST
AS TRUSTEES

THOMAS J. O'SULLIVAN

DEBORAH L. O'SULLIVAN
By Thomas J. O'Sullivan Secretary-Trustee

ZONING ADMINISTRATOR'S STATEMENT

I hereby state that this map conforms to the approved tentative map dated 2-4-2020

Dated this 14th day of October, 2020.

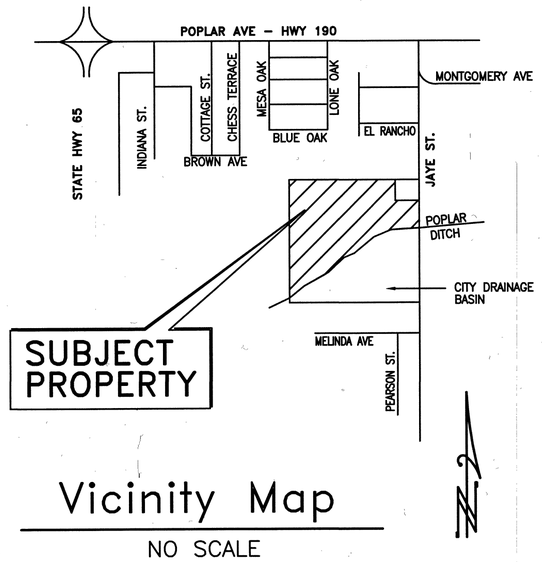
Jason Ridenour,
Community Development Director

CITY CLERK'S STATEMENT

I, John D. Lollis, City Clerk of the City of Porterville, State of California, hereby state to the County Recorder, and to whomsoever it may concern, that all provisions of Division 2. Title 7 of the Government Code of the State of California and of any local ordinances pertaining to deposits required at the time of approval of this map by the City Council of the City of Porterville have been complied with.

Dated this 14th day of October, 2020.

City Clerk



Vicinity Map

NO SCALE

CITY COUNCIL'S STATEMENT

This is to state that at a regular meeting of the city council of the City of Porterville held on the 6TH day of OCTOBER, 2020, an order was duly and regularly made and entered into approving this map and subdivision, and on behalf of the public, accepting, subject to improvements, the public street and Lots A & B; and accepting the public utility easements all included within the boundaries of the subdivision and as shown and/or stated upon this map.

Witness my hand and official seal of the City of Porterville this 14TH day of OCTOBER, 2020.

City Clerk

RECORDER'S STATEMENT

Document No. 2020-0072924 Fee Paid: $87.00

Filed this 12 day of NOVEMBER, 2020, at 11:13 A.M. in Volume 44 of Maps, at Page 61 Tulare County Records, at the request of Forester, Weber & Associates, LLC.

Roland P. Hill
Tulare County Assessor/Clerk-Recorder

By: Deputy

SOIL ENGINEER'S STATEMENT

I hereby state that a preliminary soil report was submitted by me in January, 2020 in accordance with the provisions of Ordinance 900 of the Municipal Code of the Cty of Porterville and that said report is on file in the city building inspector's office.

Dated this 02 day of OCTOBER, 2020.

SOILS REPORT TES No. 190726.001
DATE JAN. 7, 2020

Salvador Alvarez, P.E. 83957

REGISTERED PROFESSIONAL ENGINEER
SALVADOR ALVAREZ
No. 83957
CIVIL
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Smee Homes on MAY 1, 2020 and said field survey is true and complete as shown. I hereby state that this final map substantially conforms to the conditionally approved tentative map. All monuments are of the character and occupy, or will occupy, the positions indicated on or before MAY 1, 2021 and are, or will be, sufficient to enable the survey to be retraced.

Date 10-01-2020

Dennis R. Forester, P.L.S. 4076

LICENSED LAND SURVEYOR
DENNIS R. FORESTER
No. 4076
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof; that all provisions of Chapter 2 of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with; and that I am satisfied that this map is technically correct.

10-9-2020
Date

Dee Jasper, R.C.E. 23042

REGISTERED PROFESSIONAL ENGINEER
DEE JASPAR
No. C23042
Exp. 12-31-21
CIVIL
STATE OF CALIFORNIA

BOARD OF SUPERVISOR'S STATEMENT

I, Jason T. Britt, County Administrative Officer/Clerk of the Board of Supervisors of the County of Tulare, State of California, do hereby state that said Board of Supervisors has approved the provisions made for the payment of taxes as provided in Division 2, Title 7 of the Government Code of the State of California.

Date 11-9-2020

Jason T. Britt, Tulare County Administrative Officer/Clerk of the Board of Supervisors.

By: Deputy

BOARD OF SUPERVISORS
TULARE COUNTY, CAL.

C2-01-11

THE VILLAS
AT SIERRA MEADOWS PHASE 1

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM that portion thereof described as follows :

Beginning at a point on the North and South half section lines, distant 1335.1 feet South of the North quarter corner of said Section 2, and running thence West 417.42 feet ; thence South 208.71 feet, thence East 417.42 feet and thence North 208.71 feet to the point of beginning, as per Licensed Survey recorded Book 7, page 17 of Licensed Surveys.

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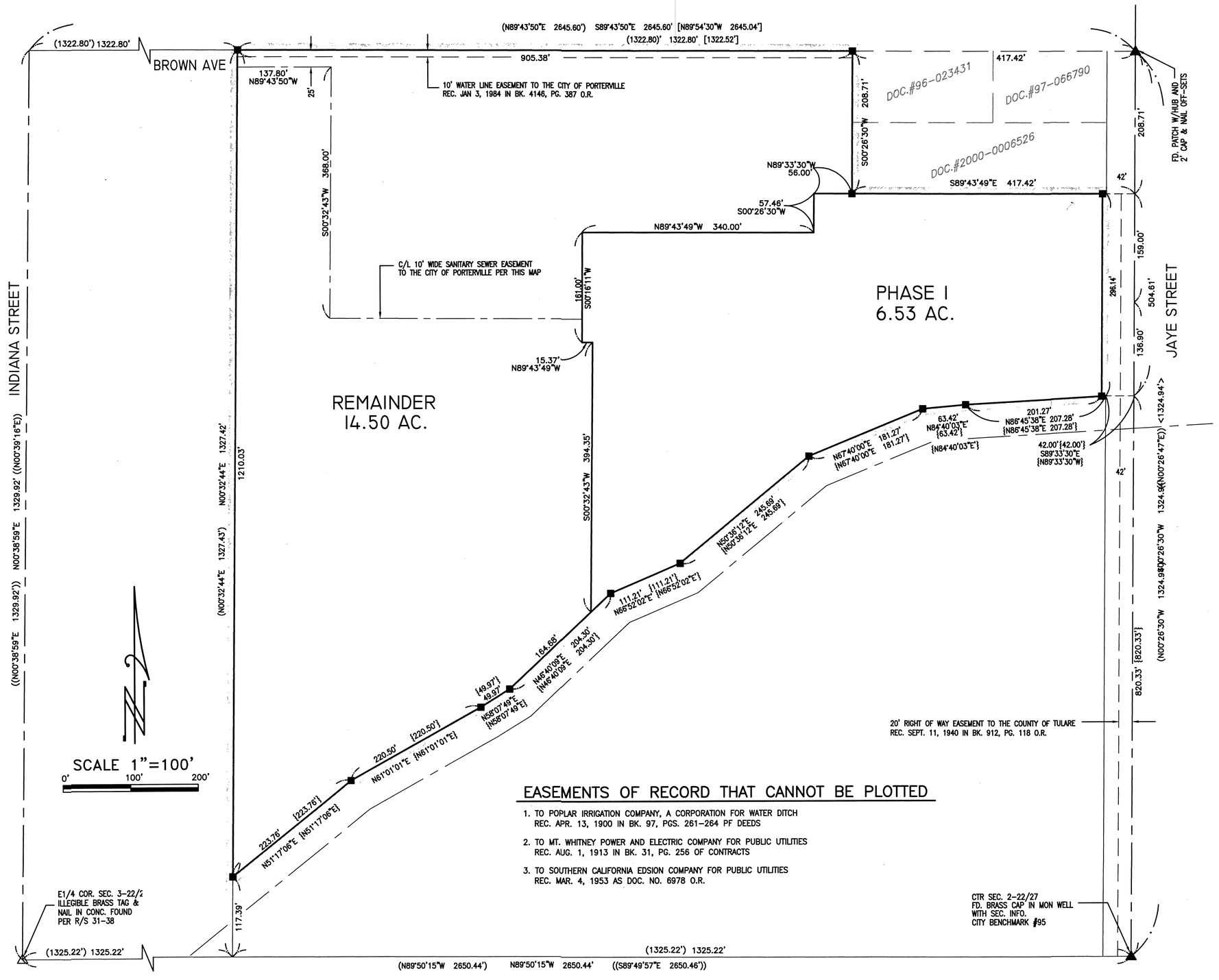
ALSO EXCEPTING THEREFROM that portion thereof described in deed dated March 25, 2010, executed by Nadine Hardaway aka Margaret Nadine Hardaway, Surviving Trustee of the Richard and Nadine Hardaway Revocable Living Trust dated October 28, 2000 in favor of the City of Porterville, recorded April 28, 2010, as Instrument No. 2010–0025920 , Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed dated January 14, 2019 , executed by Thomas J. O'Sullivan and Deborah L. O'Sullivan , trustees of the O'Sullivan Family Revocable Trust u/t/d September 28, 2012 in favor of City of Porterville, a Municipal corporation, recorded January 18, 2019, as Instrument No. 2019–0002859, Official Records.



EASEMENTS OF RECORD THAT CANNOT BE PLOTTED

1. TO POPLAR IRRIGATION COMPANY, A CORPORATION FOR WATER DITCH REC. APR. 13, 1900 IN BK. 97, PGS. 261–264 PF DEEDS
2. TO MT. WHITNEY POWER AND ELECTRIC COMPANY FOR PUBLIC UTILITIES REC. AUG. 1, 1913 IN BK. 31, PG. 256 OF CONTRACTS
3. TO SOUTHERN CALIFORNIA EDSION COMPANY FOR PUBLIC UTILITIES REC. MAR. 4, 1953 AS DOC. NO. 6978 O.R.

OWNERS:

THOMAS J. & DEBORAH L. O'SULLIVAN
TRUSTEES OF THE O'SULLIVAN FAMILY REVOCABLE TRUST
U/T/D SEPTEMBER 28, 2012
1279 W. Henderson Ave. #340
Porterville, California 93257

SURVEYOR:

FORESTER, WEBER & ASSOCIATES, L.L.C.
1620 W. Mineral King, Suite B
Visalia, Ca 93291
(559)732–0102

LEGEND

- ▲ FD & ACCEPTED MONUMENT AS DESCRIBED UNLESS NOTED OTHERWISE
- △ MONUMENT AS DESCRIBED PER RECORD OF SURVEY REC. IN VOL 31 OF LICENSED SURVEYS AT PG. 38 T.C.R.
- ■ SET 1/2" REBAR TAGGED PLS 4076
- ● SET BRASS CAP IN CONC STAMPED PLS 4076
- ◆ SET 1/2" REBAR TAGGED PLS 4076 AS WITNESS COR. 5' FROM TRUE COR. ON LINE
- SET 1/2" REBAR TAGGED PLS 4076 AT ALL LOT CORNERS
- ( ) RECORD DATA OR CALC'D. PER RECORD OF SURVEY REC. IN VOL. 31 OF LICENSE SURVEYS AT PG. 38 T.C.R.
- (( )) RECORD DATA OR CALC'D. PER RECORD OF SURVEY REC. IN VOL. 21 OF LICENSE SURVEYS AT PG. 68 T.C.R.
- [ ] RECORD DATA OR CALC'D. PER TRACT NO. 269 REC. IN VOL. 22 OF MAPS AT PG. 36 T.C.R.
- < > RECORD DATA OR CALC'D. PER TRACT NO. 300 REC. IN VOL. 22 OF MAP AT PG. 63 T.C.R.
- { } UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
- LINE INDICATES PARCEL MAP BOUNDARY

BASIS OF BEARINGS

THE EAST LINE OF THE NW1/4 OF SEC. 2–22/27 M.D.B&M TAKEN AS N0°26'30"E AS PER RECORD OF SURVEY REC. IN VOL. 31 OF LICENSE SURVEYS AT PG. 38 T.C.R.

OR-04-11

THE VILLAS
AT SIERRA MEADOWS PHASE 1

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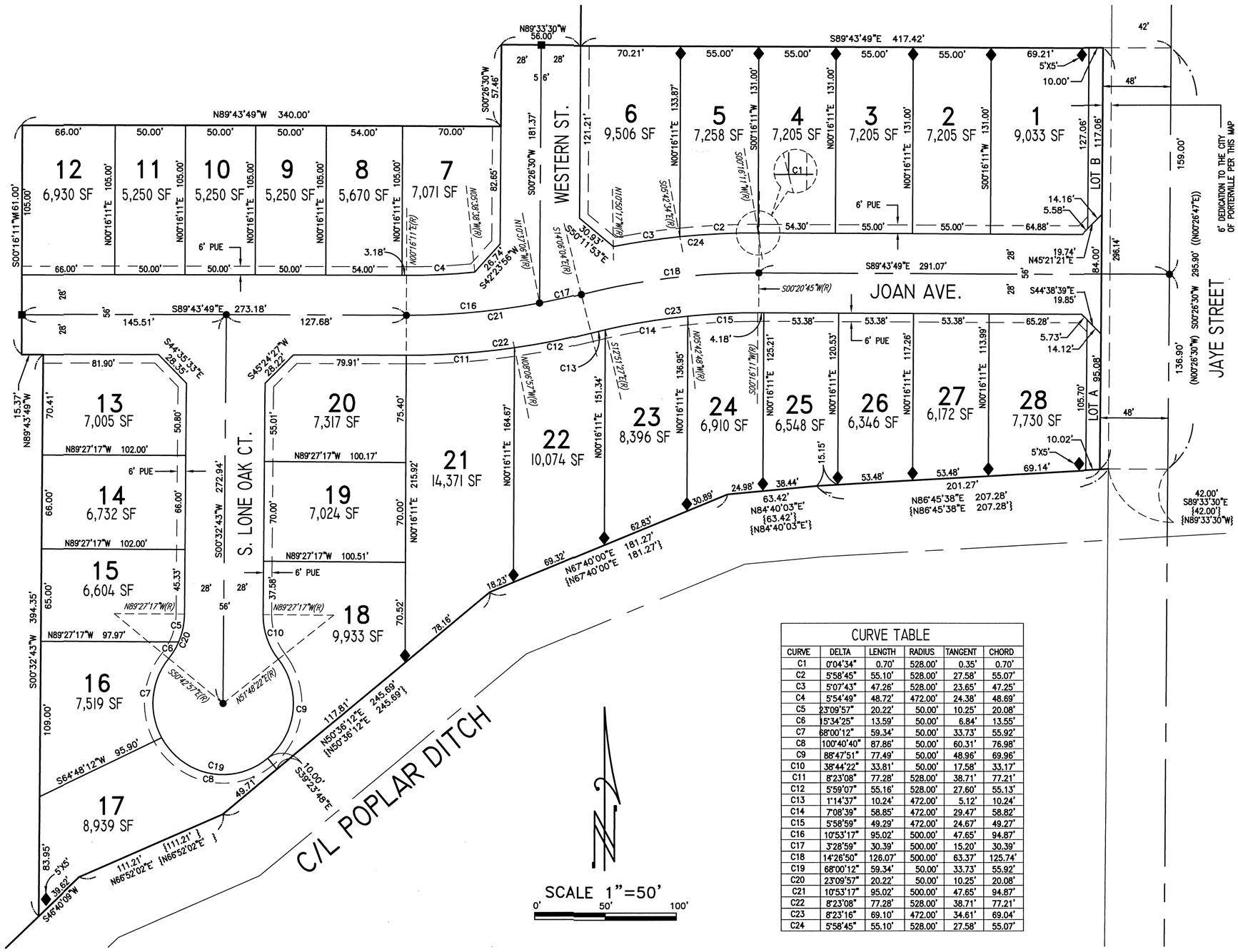

SCALE 1"=50'
0' 50' 100'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD
C1	0°04'34"	0.70'	528.00'	0.35'	0.70'
C2	5°58'45"	55.10'	528.00'	27.58'	55.07'
C3	5°07'43"	47.26'	528.00'	23.65'	47.25'
C4	5°54'49"	48.72'	472.00'	24.38'	48.69'
C5	23°09'57"	20.22'	50.00'	10.25'	20.08'
C6	15°34'25"	13.59'	50.00'	6.84'	13.55'
C7	68°00'12"	59.34'	50.00'	33.73'	55.92'
C8	100°40'40"	87.86'	50.00'	60.31'	76.98'
C9	88°47'51"	77.49'	50.00'	48.96'	69.96'
C10	38°44'22"	33.81'	50.00'	17.58'	33.17'
C11	6°23'08"	77.28'	528.00'	38.71'	77.21'
C12	5°59'07"	55.16'	528.00'	27.60'	55.13'
C13	1°14'37"	10.24'	472.00'	5.12'	10.24'
C14	7°08'39"	58.85'	472.00'	29.47'	58.82'
C15	5°58'59"	49.29'	472.00'	24.67'	49.27'
C16	10°53'17"	95.02'	500.00'	47.65'	94.87'
C17	3°28'59"	30.39'	500.00'	15.20'	30.39'
C18	14°26'50"	126.07'	500.00'	63.37'	125.74'
C19	68°00'12"	59.34'	50.00'	33.73'	55.92'
C20	23°09'57"	20.22'	50.00'	10.25'	20.08'
C21	10°53'17"	95.02'	500.00'	47.65'	94.87'
C22	6°23'08"	77.28'	528.00'	38.71'	77.21'
C23	8°23'16"	69.10'	472.00'	34.61'	69.04'
C24	5°58'45"	55.10'	528.00'	27.58'	55.07'

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

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OWNERS:

THOMAS J. & DEBORAH L. O'SULLIVAN
TRUSTEES OF THE O'SULLIVAN FAMILY REVOCABLE TRUST
U/T/D SEPTEMBER 28, 2012
1279 W. Henderson Ave. #340
Porterville, California 93257

SURVEYOR:

FORESTER, WEBER & ASSOCIATES, L.L.C.
1620 W. Mineral King, Suite B
Visalia, Ca 93291
(559)732–0102

LEGEND

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02-21-11

RECORDING REQUESTED BY

NAME. Chicago Title Company/SPL

WHEN RECORDED MAIL TO:

NAME: Chicago Title Company

ADDRESS: 2540 West Shaw Lane, #112

CITY / STATE / ZIP: Fresno, CA 93711

map

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

2020-0072924

Recorded
Official Records
County of
Tulare
ROLAND P HILL
Clerk Recorder

11:13AM 12-Nov-2020

REC FEE 12.00
AFF SB2 HOUSE 75.00

MO
Page 1 of 3

3

(SPACE ABOVE FOR RECORDER'S USE)

Subdivision Guarantee

(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T CODE 27361 6

CLTA SUBDIVISION

Bk 44 Pg 61

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee Number

fwvi-to19002197

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Chicago Title Insurance Company

By:

President

Chicago Title Company
2540 West Shaw Lane, #112
Fresno, CA 93711

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

ISSUING OFFICE:
Title Officer: Erica Madrigal Chicago Title Company 2540 West Shaw Lane, #112 Fresno, CA 93711 Phone: (559)492-4228 Fax: (559)448-8530 Main Phone: (559)492-4208 Email: eamadrigal@fnf.com

SCHEDULE A

Amount of Liability	Fee	Title Officer
$1,000.00	$100.00	Erica Madrigal

Date of Guarantee: November 6, 2020 at 08:00 AM

1. Name of Assured: Tulare County

2. Subdivision Map Reference: The Villas At Sierra Meadows Phase I

3. The map referred to above recites that it is a subdivision of the following described Land:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

   According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

   Thomas J. O'Sullivan and Deborah L. O'Sullivan, Trustees of the O'Sullivan Family Revocable Trust u/t/d September 28, 2012, as the title owner

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 269-120-013

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

The Southeast quarter of the Northwest quarter of Section 2, Township 22 South, Range 27 East, in the City of Porterville, County of Tulare, State of California, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM that portion thereof described as follows:

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds, or (2) that result in no loss to the Assured

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property, or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims, (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean.

(a) the "Assured" the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

(b) "Land" the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "Mortgage" mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public Records" those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "Date of Guarantee" the Date of Guarantee set forth in Schedule A

(f) "Amount of Liability". the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay, or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4

7. LIMITATION OF LIABILITY

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum. Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at

Chicago Title Insurance Company
P.O Box 45023
Jacksonville, FL 32232-5023
Attn Claims Department

END OF CONDITIONS

TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES. TOTAL ACREAGE 14.50
JUNE 2021

OWNER'S STATEMENT

WE HEREBY STATE WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINES, AND HEREBY CONSENT TO THE RECORDATION OF SAID MAP.

WE HEREBY DEDICATE FOR PUBLIC USE THE STREETS WITHIN THE BOUNDARY OF SAID MAP.

WE HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS 1 THROUGH 39 DESIGNATED AS "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

THE O'SULLIVAN FAMILY REVOCABLE TRUST

BY: _____
THOMAS J. O'SULLIVAN, ~~TRUSTEE~~

BY: _____
DEBORAH L. O'SULLIVAN, TRUSTEE
By Thomas J. O'Sullivan his attorney in fact

NOTARY ACKNOWLEDGEMENT

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 } S.S.

ON June 9, 2022, BEFORE ME, Dana Bryan, A NOTARY PUBLIC, PERSONALLY APPEARED, Thomas O'Sullivan, 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 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 FORGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

_____
NOTARY PUBLIC

PRINTED NAME: Dana Bryan

COUNTY OF: Tulare

COMMISSION EXPIRES: August 11, 2023

COMMISSION NO: 2301074

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED FEBRUARY 4, 2020.

DATED THIS 27th DAY OF June, 20 22.

_____
JASON RIDENOUR
COMMUNITY DEVELOPMENT DIRECTOR

FLOOD HAZARD INFORMATIONAL NOTE

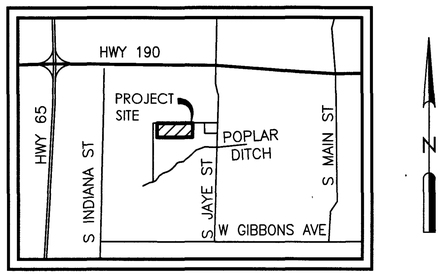
THE FOLLOWING FLOOD ZONE INFORMATION IS BASED ON OUR INTERPRETATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (MAP NO. 06107C1642E) FOR COMMUNITY NUMBER 060407, CITY OF PORTERVILLE, TULARE COUNTY, CALIFORNIA, DATED JUNE 16, 2009. THE SUBJECT SITE IS LOCATED WITHIN ZONE X (UNSHADED) WHICH IS OUTSIDE OF THE 0.2 PERCENT ANNUAL CHANCE OF FLOOD.

PREPARED BY:

BORUM LAND SURVEYING
1445 W. GRAND AVE. STE C
GROVER BEACH, CA 93433
(805) 270-4154

PREPARED FOR:

THE O'SULLIVAN FAMILY REVOCABLE TRUST
1279 W. HENDERSON AVE. #340
PORTERVILLE, CALIFORNIA 93257



VICINITY MAP
NOT TO SCALE

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT THE PRELIMINARY SOILS REPORT WAS SUBMITTED BY ME IN MARCH 2021 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

SOILS REPORT NO. TES NO. 190726.001 DATE JAN 7, 2020

DATED THIS 03 DAY OF JUNE, 20 22.

_____
SALVADOR ALVAREZ, PE 83957

REGISTERED PROFESSIONAL ENGINEER — No. 83957 — CIVIL — STATE OF CALIFORNIA

BOARD OF SUPERVISORS' STATEMENT

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

DATED THIS 29 DAY OF July, 20 22.

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

BY: _____
DEPUTY

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE O'SULLIVAN FAMILY REVOCABLE TRUST IN MARCH 2021. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE ~~THE~~ SURVEY TO BE RETRACED.

_____ 6-2-22
BRIAN S. BORUM, PLS 8006 DATE

LICENSED LAND SURVEYOR — BRIAN S. BORUM — L.S. 8006 — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

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

_____ 6-27-22
DEE JASPAR, RCE 28042 DATE

REGISTERED PROFESSIONAL ENGINEER — DEE JASPAR — No. C-28042 — Exp. 12-31-23 — CIVIL — STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

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

DATED THIS 17th DAY OF May, 20 22.

_____
CITY CLERK

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 17TH DAY OF May, 2022, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISIONS, AND ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENTS, THE PUBLIC STREET AND LOTS A & B; AND ACCEPTING THE PUBLIC UTILITY EASEMENTS ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN AND/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS ON THE 17th DAY OF May, 20 22.

_____
CITY CLERK

SEAL OF PORTERVILLE

RECORDER'S STATEMENT

DOCUMENT NO. 2022-049518 FEE PAID: $87.00

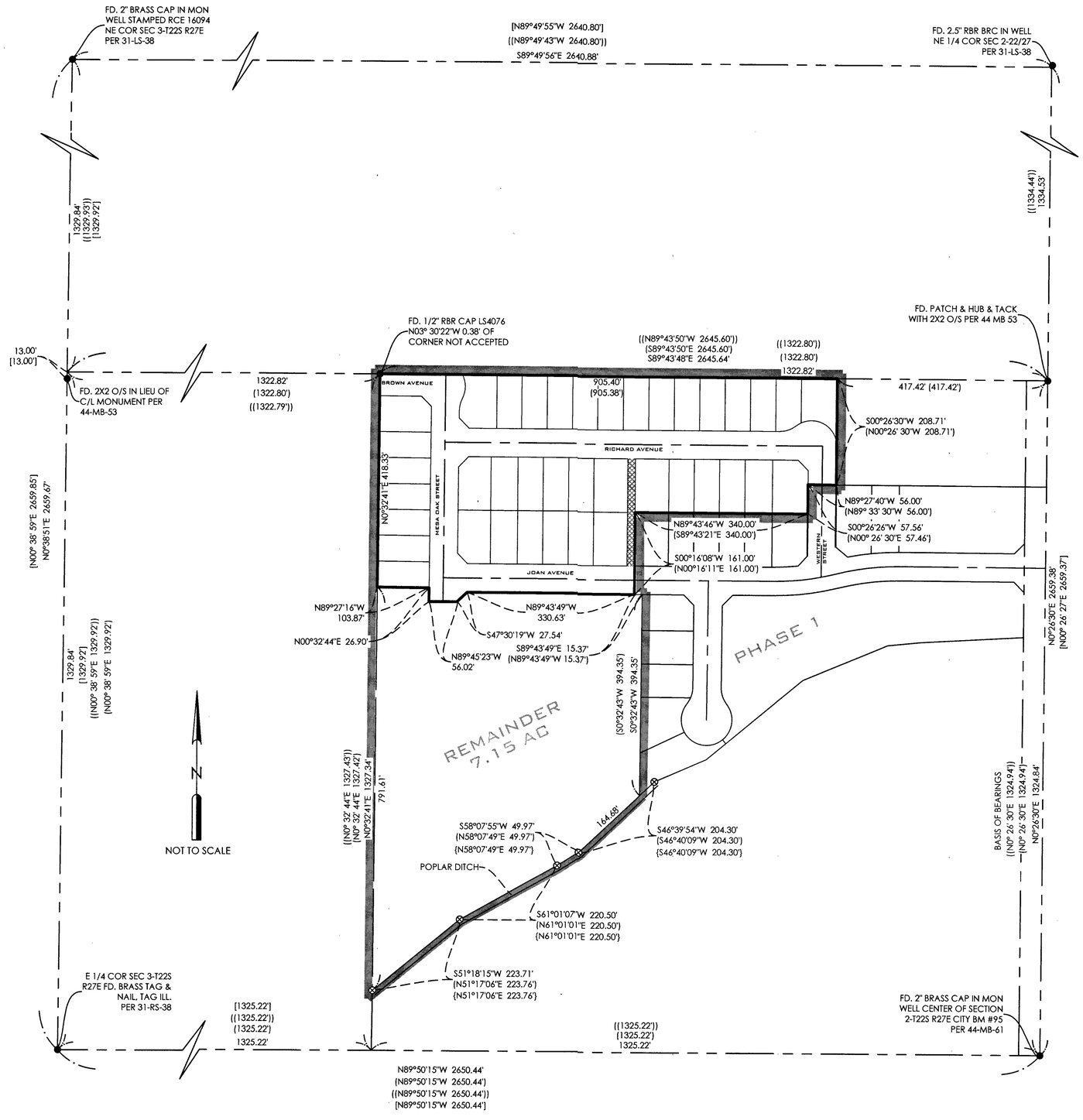
FILED THIS 3rd DAY OF August, 20 22, AT 10:30AM. IN VOLUME 44 OF MAPS, AT PAGE 96, TULARE COUNTY RECORDS, AT THE REQUEST OF BRIAN S. BORUM-LAND SURVEYOR

TARA K. FREITAS, CPA
TULARE COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

//BLS
Borum Land Surveying
www.borumlandsurveying.com

8-1-2022



TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

CONSISTING OF 39 LOTS CONTAINING 7.35 GROSS ACRES, 5.07 NET ACRES AND A DESIGNATED REMAINDER CONTAINING 7.15 GROSS ACRES. TOTAL ACREAGE 14.50
JUNE 2021

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, TAKEN AS N0°26'30"E AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 31 OF LICENSED SURVEYS AT PAGE 38, TULARE COUNTY RECORDS.

LEGEND

●	FOUND AND ACCEPTED MONUMENTS AS DESCRIBED
O	SET CITY STANDARD MONUMENT STAMPED LS 8006
⊗	FOUND 1/2" REBAR TAGGED PLS 4076 PER BOOK 44 OF MAPS AT PAGE 61 OFFICIAL RECORDS
(...)	RECORD DATA PER MAP THE VILLAS AT SIERRA MEADOWS PHASE 1 RECORDED IN BOOK 44 OF OF MAPS AT PAGE 61 OFFICIAL RECORDS
((...))	RECORD DATA PER MAP RECORDED IN VOLUME 31 OF LICENSED SURVEYS AT PAGE 38 T.C.R.
[...]	RECORD DATA PER MAP RECORDED IN VOLUME 44 OF MAPS AT PAGE 53 TULARE COUNTY RECORDS
{ ... }	UNRECORDED JAYE STREET PROPERTY SURVEY PLAT PREPARED BY THE CITY OF PORTERVILLE DATED 9/15/2018
	LINE INDICATES SUBDIVISION BOUNDARY
	15' WIDE PEDESTRIAN ACCESS EASEMENT
R	RADIAL
ILL	ILLEGIBLE

NOTE: SET 3/4" I.P. WITH CAP LS 8006 AT ALL LOT CORNERS AND BEGINNING AND ENDING OF CURVES

UNPLOTTABLE EASEMENTS OF RECORD

1. EASEMENT TO POPLAR IRRIGATION COMPANY, A CORPORATION, FOR WATER DITCH PURPOSES RECORDED APRIL 13, 1900 PER BOOK 97, PAGES 261-264 OF DEEDS.
2. EASEMENT TO MT. WHITNEY POWER AND ELECTRIC COMPANY FOR PUBLIC UTILITIES RECORDED AUGUST 1, 1913 PER BOOK 31, PAGE 256 OF CONTRACTS.
3. EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES RECORDED MARCH 4, 1953 AS DOCUMENT NO. 6978 OF OFFICIAL RECORDS.

//BLS
Borum Land Surveying
www.borumlandsurveying.com

8-1-2021

TRACT MAP NO. _____

THE VILLAS AT SIERRA MEADOWS

PHASE 2

BEING A SUBDIVISION OF THE REMAINDER OF THE VILLAS AT SIERRA MEADOWS PHASE 1, AS RECORDED OF VOLUME 44 OF MAPS, AT PAGE 61, IN TULARE COUNTY RECORDS, BEING ALSO A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA

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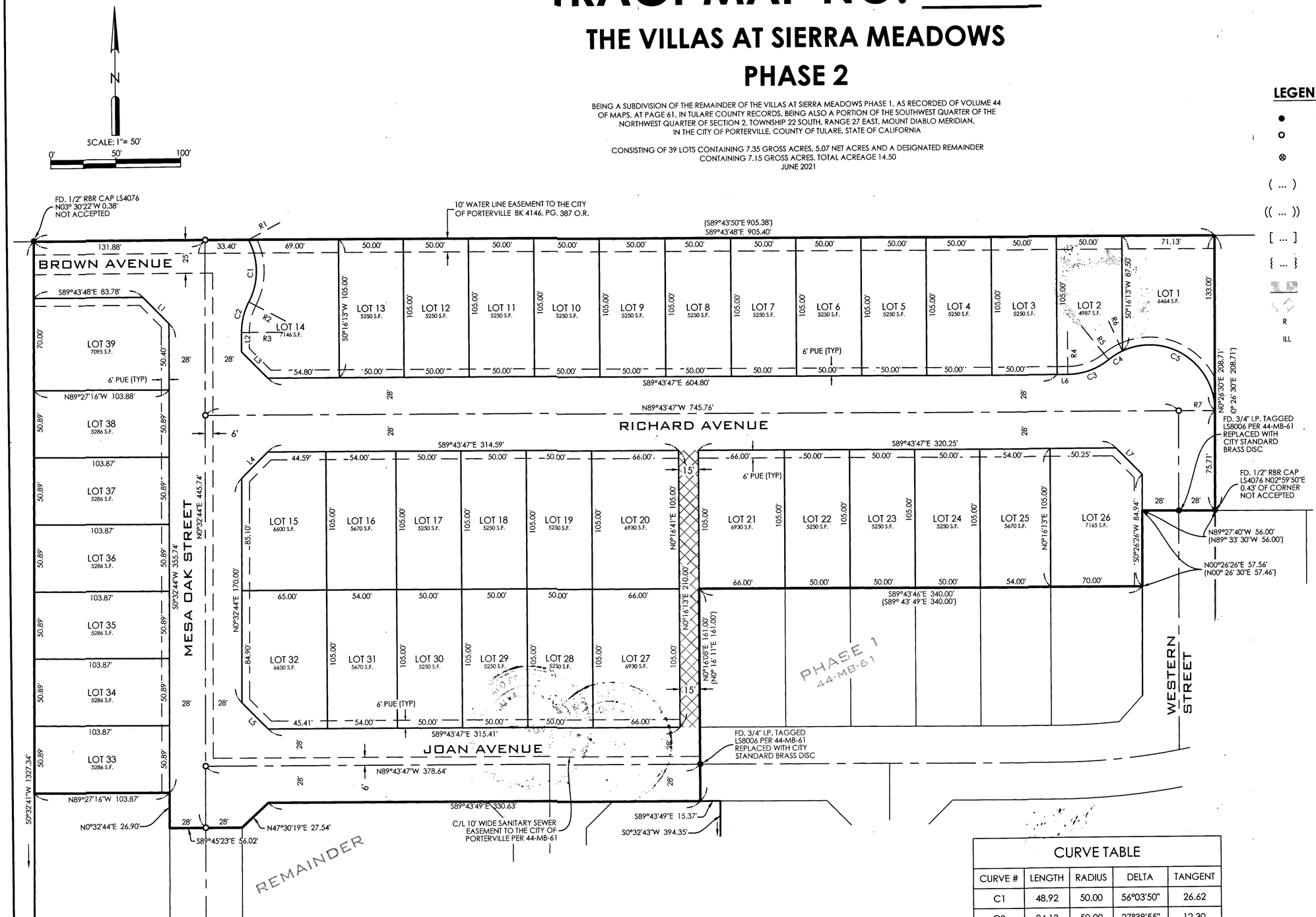

LEGEND

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(...)	RECORD DATA PER MAP THE VILLAS AT SIERRA MEADOWS PHASE 1 RECORDED IN BOOK 44 OF OF MAPS AT PAGE 61 OFFICIAL RECORDS
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	15' WIDE PEDESTRIAN ACCESS EASEMENT
R	RADIAL
ILL	ILLEGIBLE

NOTE: SET 3/4" I.P. WITH CAP LS 8006 AT ALL LOT CORNERS AND BEGINNING AND ENDING OF CURVES

RADIAL LINE TABLE

RADIAL #	BEARING
R1	N62° 07' 49"E
R2	N61° 48' 21"W
R3	N89° 27' 16"W
R4	S0° 16' 13"W
R5	S38° 28' 07"E
R6	N24° 13' 18"W
R7	S89° 43' 47"E

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	28.35	S44° 35' 32"E
L2	14.73	S0° 32' 44"W
L3	28.35	S44° 35' 31"E
L4	28.22	N45° 24' 29"E
L5	28.35	N44° 35' 31"W
L6	8.15	S89° 43' 47"E
L7	28.33	S44° 38' 38"E

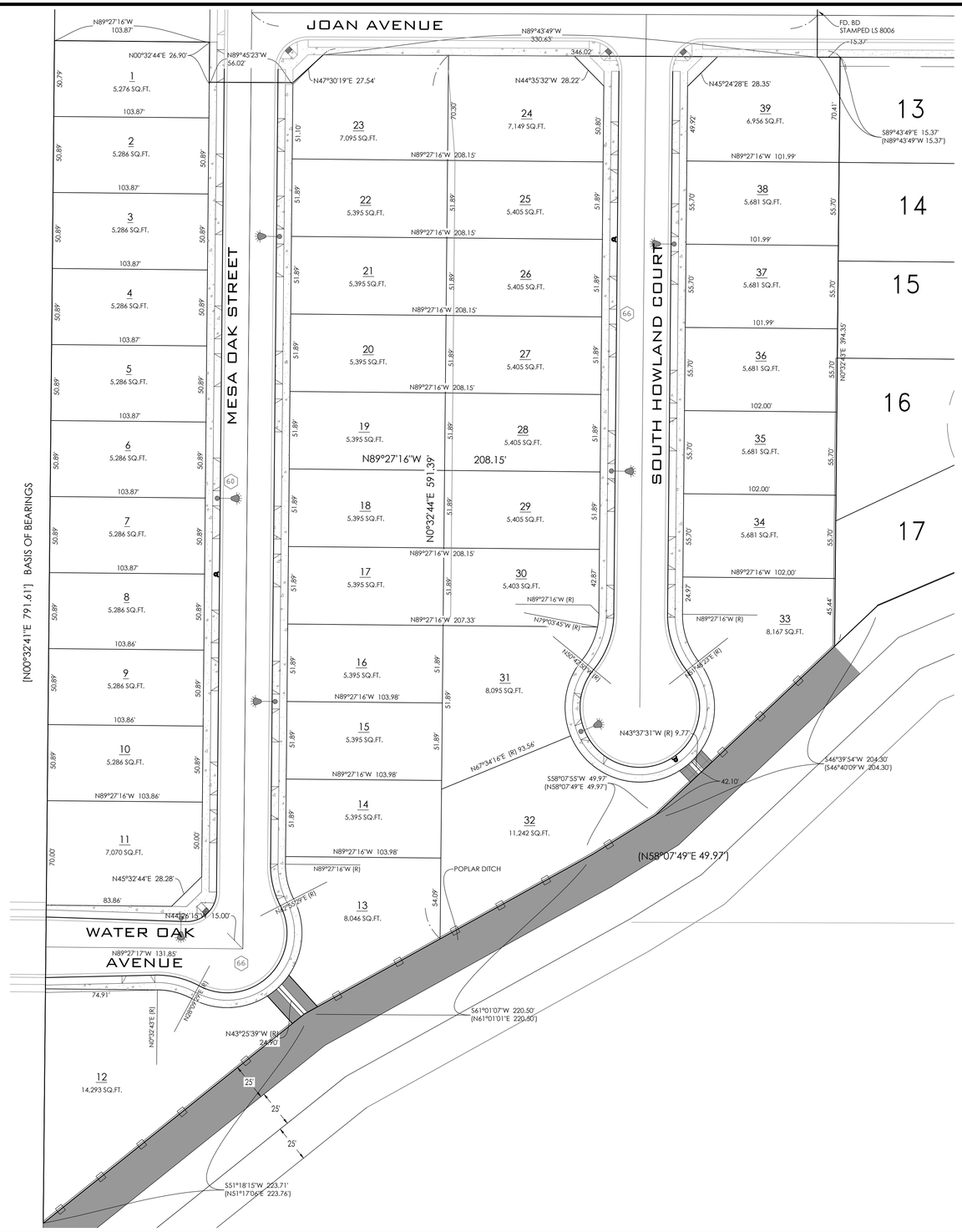
CURVE TABLE

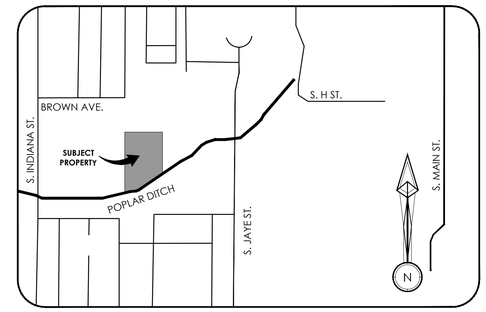
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	48.92	50.00	56°03'50"	26.62
C2	24.13	50.00	27°38'55"	12.30
C3	33.81	50.00	38°44'20"	17.58
C4	12.43	50.00	14°14'49"	6.25
C5	99.91	50.00	114°29'21"	77.72

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN, TAKEN AS N0°26'30"E AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 31 OF LICENSED SURVEYS AT PAGE 38, TULARE COUNTY RECORDS.

BLS
Borum Land Surveying
www.borumlandsurveying.com



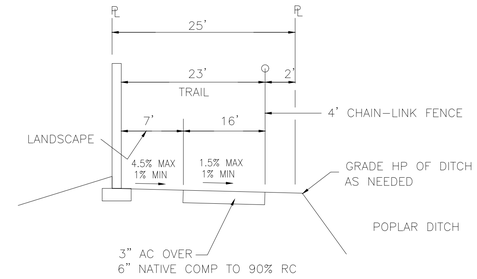


VICINITY MAP
CITY OF PORTERVILLE

NTS
COUNTY OF TULARE

LEGEND

	STREET LIGHTS:	7
	LANDSCAPE AREA:	17,302 S.F.
—○—	CONCRETE BLOCK RETAINING WALL:	619 Ft.



TRAIL DETAIL

N.T.S.

SCALE: AS NOTED
DATE: 5/23/23
DRAWN BY: RER
CHECKED BY: ---

NO.	REVISION	INIT	DATE

AWEngineering
CIVIL ENGINEERS & LAND SURVEYORS
810 W ACEQUIA AVENUE, VISALIA CA 93291
559-713-6139

APPROVED BY:
JESSE ALLEN WILLIAMS R.C.E. 64742 DATE

APPROVED BY:
DATE

FOR: SMEE HOMES INC.
444 N. PROSPECT ST. SUITE A
PORTERVILLE, CA. 93257

PROJECT: THE VILLAS AT SIERRA MEADOWS PHASE THREE
PORTERVILLE, CA

SHEET TITLE: LANDSCAPE & LIGHTING MAINTENANCE DISTRICT

SHEET 1

FLOOD ZONE X

JOB NUMBER 22059

V:\Meetings\JA\AWE\2022\22059 - Villas at Sierra Meadows Ph. 3\Final Maps\SMEE\22059 LMD Prelim - AWE.dwg

SUBJECT: Assignment of Airport Lease - Lot No. 40

SOURCE: Finance

COMMENT: Dana Gillespie and Susan Peck are the current leaseholders of Lot No. 40 at the Porterville Municipal Airport. Dana Gillespie and Susan Peck have sold their hangar located on the lot and are requesting the transfer of the lease to the new owner, Matthew A. Quatacker. Quatacker is requesting City Council authorization to assume the existing lease agreement between the City and Gillespie and Peck. The original lease agreement terminates on December 31, 2026. The hangar will be utilized for the parking and storage of aircraft.

RECOMMENDATION: That the City Council:
1. Approve the Assignment of Lease for Lot No. 40 at the Porterville Municipal Airport from Dana Gillespie and Susan Peck to Matthew A. Quatacker; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City.

ATTACHMENTS:
1. Draft Assignment of Lease
2. Draft Lessor's Consent to Assignment of Lease Agreement
3. Letters of Request dated June 30, 2023
4. Bill of Sale
5. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT

THIS AGREEMENT, made this 18th day of July, 2023, by and between Dana Gillespie and Susan Peck, P. O. Box 190, Deer Harbor, WA, owner of a hangar on Lot 40 at the Porterville Municipal Airport, as the Assignor, and Matthew A. Quatacker, 17736 Ave 168, Porterville, CA, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective July 1, 2023, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated January 1, 2017 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Dana Gillespie and Susan Peck, as the original Lessees, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

> Airport land Lot No. 40, containing a total area of approximately 4,200 square feet, and establishing a Lease terminating on December 31, 2026.

2. Effective July 1, 2023, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a $150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:
Dana Gillespie

BY: _____

Susan Peck

BY: _____

ASSIGNEE:
Matthew A. Quatacker

BY: _____

LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 40

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 40, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease Agreement from Dana Gillespie and Susan Peck to Matthew A. Quatacker, terminating December 31, 2026, for the parking and storage of aircraft, upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 18th day of July, 2023.

CITY OF PORTERVILLE

BY: _____
Martha A. Flores
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

June 30, 2023

Attn: Janie Rodriguez
City of Porterville

RE: Assignment of Lease
Lot 40, Porterville Municipal Airport

Dear Ms. Rodriguez:

This shall advise that we have sold the hangar located on Lot 40 of the Porterville Municipal Airport to Matt Quatacker. We respectfully request the land-lease be assigned to Matt Quatacker effective July 1, 2023; he will be responsible for all fees and costs related to the assignment of lease and all lease payments effective July 1, 2023.

Respectfully,

DANA GILLESPIE,
Indiv & obo Peck Holdings, LLP

SUSAN PECK GILLESPIE,
Indiv obo Peck Holdings, LLP

June 30, 2023

Attn: Janie Rodriguez
City of Porterville

RE: Assignment of Lease
Lot 40, Porterville Municipal Airport

Dear Ms. Rodriguez:

This shall advise that I have purchased the hangar located on Lot 40 of the Porterville Municipal Airport from Dana Gillespie and Susan Peck Gillespie. I respectfully request the land-lease be assigned to me effective July 1, 2023; I will be responsible for all fees and costs related to the assignment of lease and all lease payments effective July 1, 2023.

Respectfully,

MATT QUATACKER

BILL OF SALE

BE IT KNOWN, for good and valuable consideration in the sum of SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($65,000.00), the undersigned, DANA GILLESPIE and SUSAN PECK, individually and on behalf of Peck Holdings, LLP, hereby sells, assigns and transfers to MATT QUATACKER, his successors and assigns forever, effective July 1, 2023, the following described chattels and personal property:

> Metal aircraft hangar with improvements located on Lot 40 of the Porterville Municipal Airport, 1893 South Newcomb Street, Porterville, Tulare County, California 93257; said lot containing a total area of approximately 4,200 square feet; Tulare County APN _____

Sellers warrant to Buyer they have good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Sellers further warrant to Buyer that they will fully defend, protect, indemnify and hold harmless Buyer and his lawful successors and assigns from any adverse claim made thereto by all persons whomsoever.

The above property is sold in "AS-IS" condition and where presently located. No guarantees or warranties, express or implied, excepting as may be specifically set forth in this document.

Signed this 30 day of June, 2023, at Deer Harbor WA, Washington.

SELLER:

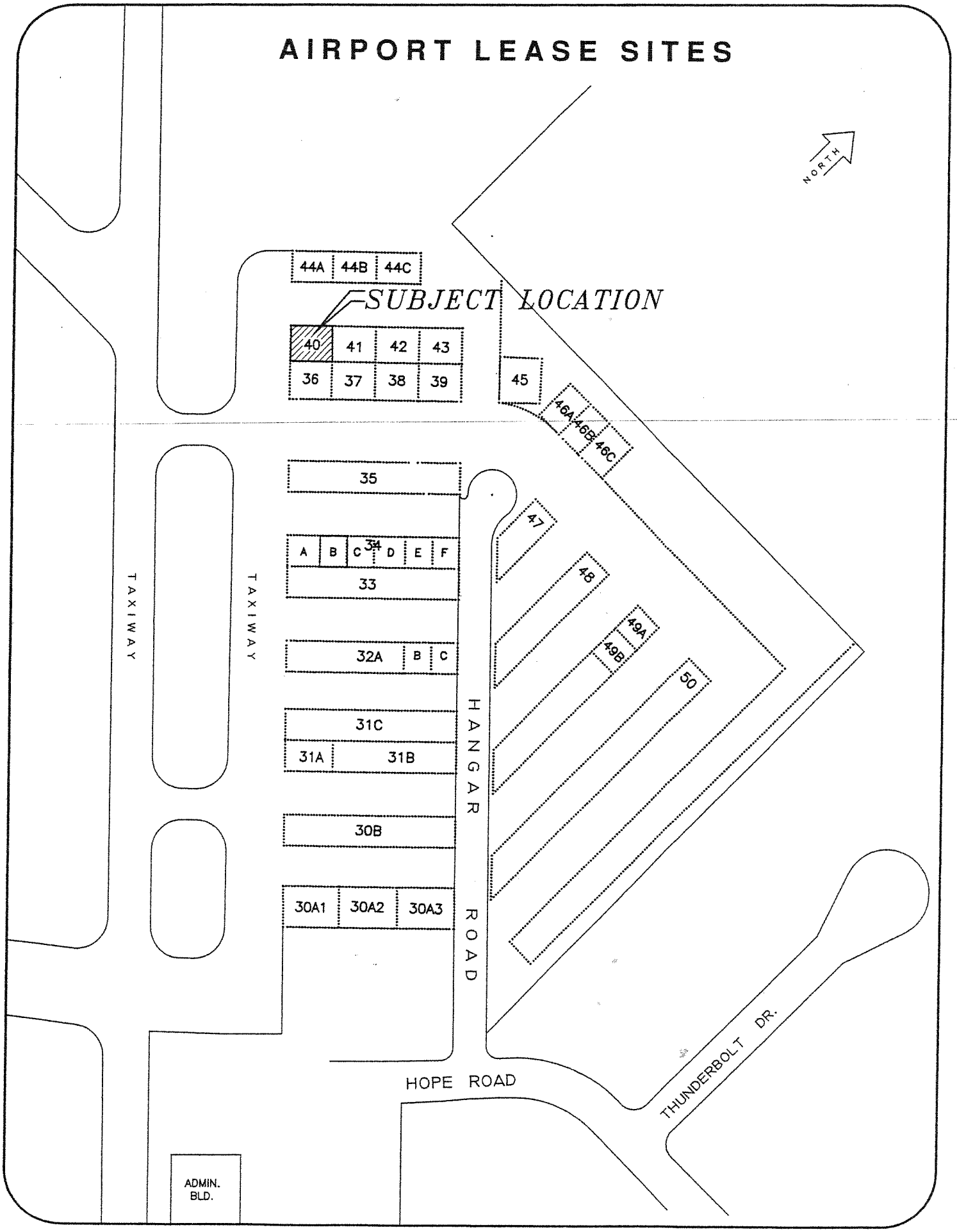
DANA GILLESPIE, Indiv & obo
PECKING HOLDINGS, LLP

SUSAN PECK GILLESPIE, Indiv & obo
PECK HOLDINGS, LLP

BUYER:

MATT QUATACKER

AIRPORT LEASE SITES



SUBJECT: Approval of Community Civic Event - Porterville Kiwanis Club - Vendor Market - July 22, 2023

SOURCE: Finance

COMMENT: The Porterville Kiwanis Club is requesting approval to hold the Porterville Kiwanis Club Vendor Market on Saturday, July 22, 2023 at Veterans Park, from 10:00 AM to 7:00 PM. This is a fundraising event for the Club and will feature several merchant vendor booths and also some informational booths.

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

RECOMMENDATION: That the City Council approve the Community Civic Event application from Porterville Kiwanis Club to hold the Vendor Market on July 22, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS:
1. CCE Application and Agreement, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, and Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

FOOD TRUCKS

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: JUNE 19, 2023 Event date: JULY 22, 2023

Event time: 10:00-7:00PM

Name of Event: PORTERVILLE KIWANIS CLUB VENDOR MARKET

Sponsoring organization: PORTERVILLE KIWANIS Phone # 559-789-1943

Address: P.O. BOX 1704, POR, CA 93258

Authorized representative: JAIME GOMEZ Phone # 559-789-1943

Address: 25433 AVE 78 TERRA BELLA, CA 93270

Event chairperson: JAIME GOMEZ Phone # 559-789-1943

BERT MARTINEZ YARBROUGH 559-359-7870

Location of event ***(location map must be attached)***:

VETERANS PARK-1501 W HENDERSON AVE, PORTERVILLE, CA , #1, #2 #4

Type of event: CLUB FUNDRAISER

Non-profit status determination: ACTIVE

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

Barricades (quantity): _____ Street sweeping Yes _____ No ✓

Police protection Yes _____ No ✓ Refuse pickup Yes _____ No ✓

Other: _____

Parks facility application required: Yes X No _____ Attached _____

Assembly permit required: Yes X No _____ Attached _____

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?
A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted **NO LESS THAN 30 days PRIOR** to the date of the event in order to obtain City Council approval.

City Code requirements:

At least 48" must remain clear on sidewalks for pedestrian traffic.
Do not block any entrance to or exit from buildings.
Area must be accessible to emergency and safety personnel and vehicles.
Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. **When the location of the event is in Downtown Porterville, the Porterville Redevelopment Agency must also be named as additional insured.** The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. **This original certificate shall be submitted to the Finance Department prior to the City of Porterville Council's approval.** JoG **Authorized Representative Initials**

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

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

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

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

Porterville Kiwanis Club				6-16-23
(Name of Organization)		(Signature)		(Date)

CITY OF PORTERVILLE

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

Name of event: PORTERVILLE KIWANIS CLUB VENDOR MARKET

Sponsoring organization: PORTERVILLE KIWANIS CLUB

Location: VETERANS PARK, 1501 W HENDERSON POR CA 93257 Event date: 7/22/23 Event time: 10AM-7PM

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay $1 per day to the City, with the exceptions of non-profit organizations. This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE** week prior to the event.

Vendor name		Address/Telephone		Business License required?		Type of Activity
SEE ATTACHED LIST						

Municipal Code 15-1: ITINERANT VENDOR OR ITINERANT MERCHANT: All persons, both principal and agent, who engage in a temporary or transient business in the city, selling or offering to sell goods, wares or merchandise or any other thing of value, with the intention of conducting such business for a period of less than ninety (90) days, and who for the purpose of such business hires, leases or occupies any room, doorway, vacant lot, building or other place, for the exhibition for sale of goods, wares, merchandise or other thing of value. If any such place, occupied or used for such business, is rented or leased for a period of less than ninety (90) days, such fact shall be presumptive evidence that the business carried on therein is a transient business; and any person so engaged shall not be relieved from the provisions of this section or from payment of the license taxes herein provided for such business, by reason of any temporary association with local dealer, trader, merchant or auctioneer.

	VENDOR LIST	BUS LIC.			July 22,2023	
1	ESPINOZA TACOS	104139		46	DINOSAUR KINGDOM	104151
2	ADAS GOOD VIBES ACCESS.	104160		47	CAL HEALTH COLLABERATIVE	
3	DANA'S DRIPS -DANABEL	104113		48		
4	ECO VALLEY	104127		49		
5	TEETEE SISTERS BEATRICE	104128		50		
6	SWEETAROMA_CANDLES CO	104129				
7	FIDGET FUN & JIBBETT QUEENS	104130				
8	I & J ANTOJITOS	104131				
9	GLITZY NADALY	104132				
10	CHIMBOZ BBQ LLC	104133				
11	THE BOIL SPOT	104134				
12	CRAFTY MOVE-BRIANNA	104135				
13	RICAS ENCHILADAS	104136				
14	BAJA FISH-GERARDO	104138				
15	BELAFING	104140				
16	BRIANNA E TO W GEMS	104141				
17	KRYSTAL CREATIONS	104142				
18	STARDUST FLUFF	104154				
19	HEVOZ MUNCHIES DANIELLA	104156				
20	RAMIREZ CREATIONS	104158				
21	YESENIA ASCENSIO ART	104159				
22	JANAE PIN HEIRO MOM OF HAVEN	104161				
23	TAMMIE ANDERSON	104162				
24	DIANA OCEGUERA	104126				
25	MY SNACKS MONICA	104125				
26	CHURROHOLIC -OMAR	104144				
27	DAYS OF CLAY -GLORIA	104116				
28	JUNKDRAWER MOM CRAFTS ASHLEY	104146				
29	INFINITY ALLEY.DEVINE	104122				
30	REYES NURSERY	104115				
31	PORTERVILLE KIWANIS 3008	104164	36-1327510			
32	POR FAM CRISIS CNTR	104163	94-2632969			
33	KINGSVIEW WELLNESS	104112	94-1412648			
34	UNITED WAY	104194	94-6100424			
35	SAN JOAQUIN VALLEY COLLEGE	104198	5036		FIRST AID TABLE	
36	CHRIS FIRMATTE, DDS	104193				
37	CARISSA G SCENTS	104149				
38	MARIA MONES ACCESSORIES	104150				
39	VANESSA G PENS	104155				
40	BODACIOUS BODIES					
41	MADE WITH MERAKI	103886				
42	BONITASY_SENCILLAS	103882				
43	KATHY MCCABE	103884				
44	THE MUD HOUSE	103894				
45	KRSI COWGIRL BLING	104151				

CITY OF PORTERVILLE

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

Name of event: PORTERVILLE KIWANIS CLUB VENDOR MARKET

Sponsoring organization: PORTERVILLE KIWANIS CLUB

Event date: JULY 22, 2023 Hours: 10AM-7PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
CITY PARK			
	NO STREETS NEED TO BE CLOSED		

Sidewalks	From	To	Activity

Parking lots and spaces	Location	Activity

Requirements for Community Civic Event

Porterville Kiwanis Club

Porterville Kiwanis Club Vendor Market

July 22, 2023

City Engineer: *D. Cervantez*	No comments.
Community Development Director: *J. Ridenour*	No comments.
Public Works Director: *M. Knight*	No comments.
Fire Marshal: *C. Dignam*	Booth tents and tarp separation required, food trailers should be set up and level with towing vehicle disconnected and moved to a parking area. Food vans or trucks should be parked and keys removed from the ignition. Properly serviced fire extinguishers and fire suppression systems required. Please see Exhibit C.
Parks and Leisure Services Director: *D. Moore*	Vehicles not involved in the event to park in designated parking area.
Police Lieutenant: *R. Moore*	Please see Exhibit B.
Deputy City Manager: *P. Hildreth*	Risk Management requires commercial liability insurance of $1M with the City of Porterville named as an additional insured. The Certificate provided with the endorsement satisfies this requirement. This is based on the understanding that the vendors listed are sale booths and/or food booths. If there are any rides such as bounce houses, etc., the requirements will change.

Field Services Superintendent: *B. Spry*	No comments.
Field Services Superintendent – Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	Porterville Kiwanis Club
Event:	Porterville Kiwanis Club Vendor Market
Event Chairman:	Jaime Gomez
Location:	Veterans Park, Porterville Ca
Date of Event:	July 22, 2023 (10:00 a.m.-7:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Kiwanis Club Vendor Market
Veteran's Park, Porterville
July 22, 2023 / 10:00AM – 7:00PM

Proposed Conditions/Requirements:

- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved; however, event organizers shall not allow sound amplification so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure the park and pavilions are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians in the area.

Ron Moore, Lieutenant
Porterville Police Department

Exhibit B

PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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

Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

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

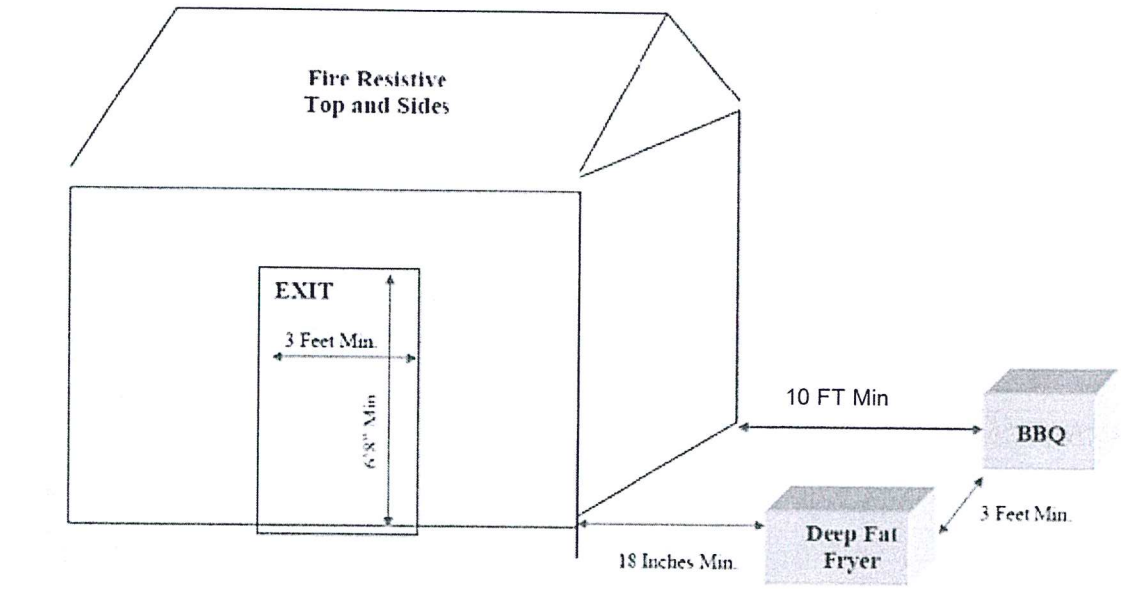
Additional Requirements:

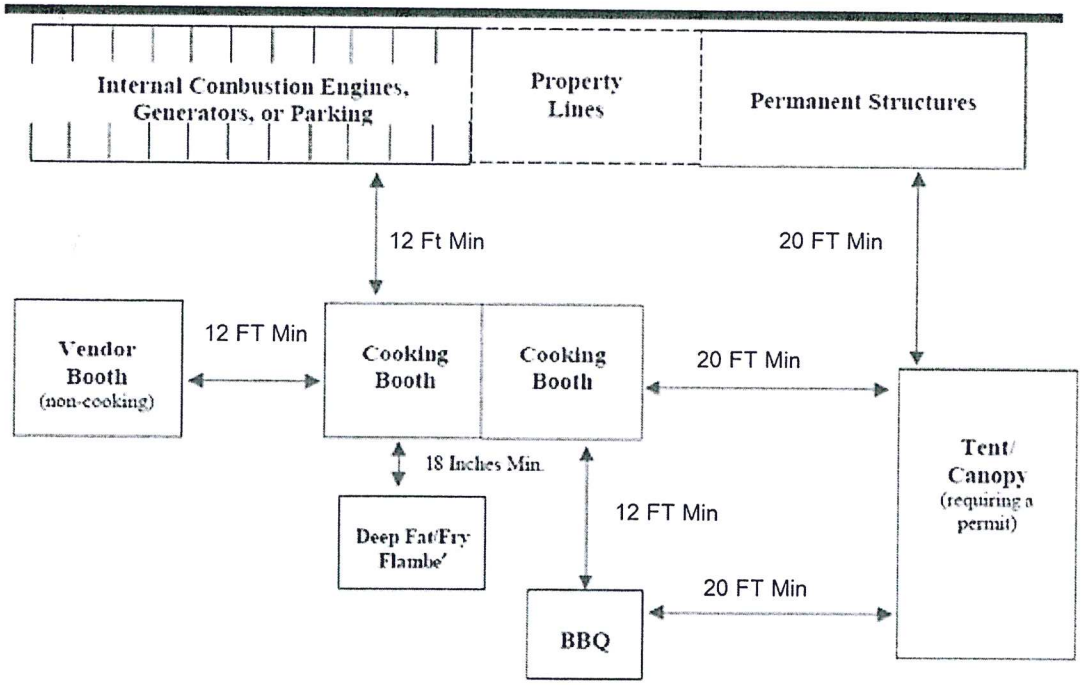
_____
_____
_____

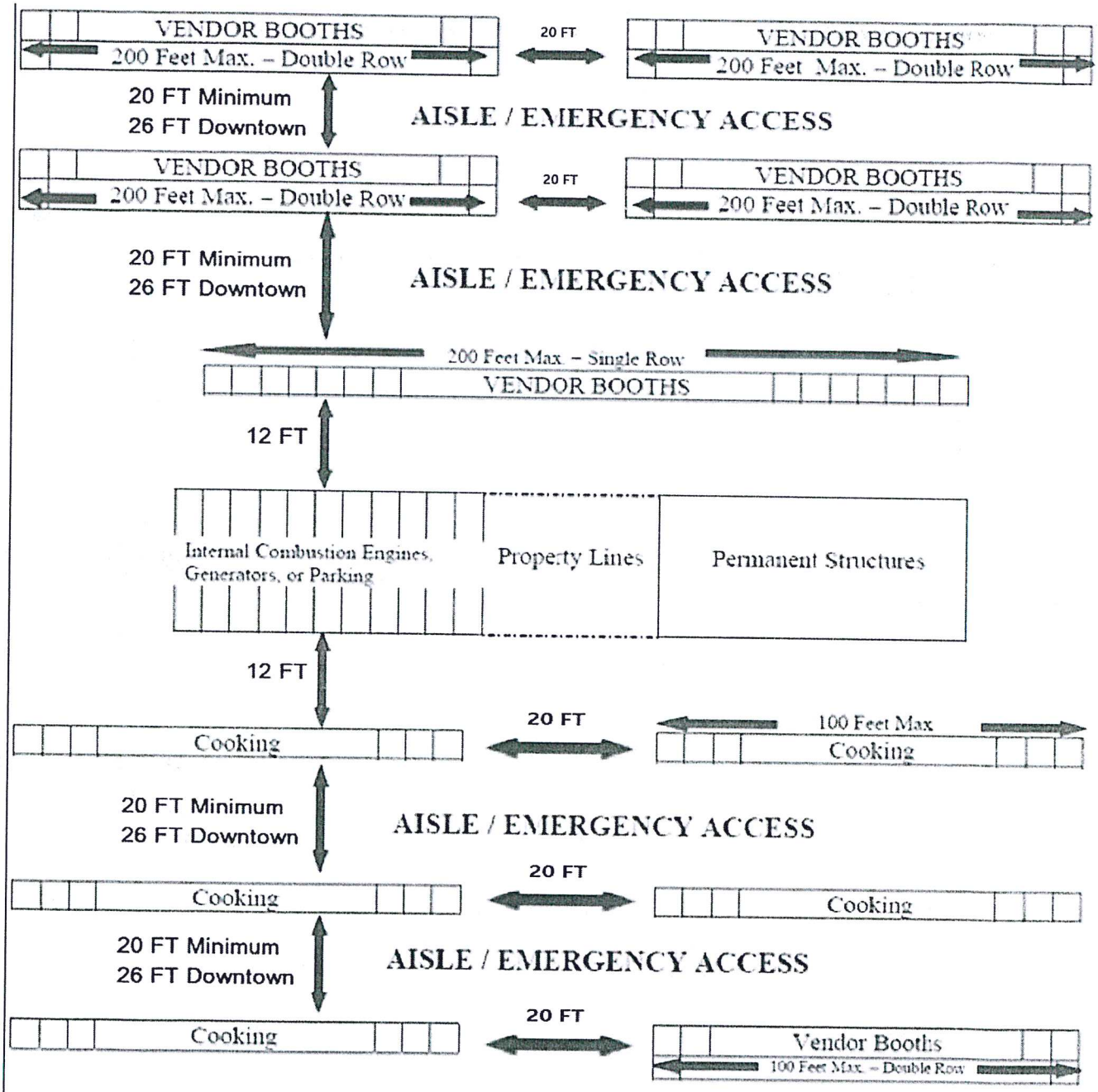
The Porterville Fire Department has established these requirements in accordance with the California Fire Code. Your cooperation is required to maintain a high level of fire safety throughout the event. All booths are subject to fire department inspection prior to and at any time during the event. Any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

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

Signature_____ Date_____


Fire Resistive
Top and Sides
EXIT
3 Feet Min.
6'8" Min
10 FT Min
BBQ
3 Feet Min.
Deep Fat
Fryer
18 Inches Min.


Internal Combustion Engines,
Generators, or Parking
Property
Lines
Permanent Structures
12 Ft Min
20 FT Min
Vendor
Booth
(non-cooking)
12 FT Min
Cooking
Booth
Cooking
Booth
20 FT Min
18 Inches Min.
Deep Fat/Fry
Flambe'
12 FT Min
Tent/
Canopy
(requiring a
permit)
20 FT Min
BBQ



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

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

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

CITY OF PORTERVILLE

OUTSIDE AMPLIFIER PERMIT

(City Ordinances #18-9 & 18-14)

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

1 Name and home address of the applicant: JAIME GOMEZ 25433 AVE 78, TERRA BELLA, CA 93270

559-789-1943

2 Address where amplification equipment is to be used: VETERANS PARK 1501 W HENDERSON

3 Names and addresses of all persons who will use or operate the amplification equipment:
JAIME GOMEZ 25433 AVE 78, TERRA BELLA, CA 93270

4 Type of event for which amplification equipment will be used: SPEAKER, MIC

5 Dates and hours of operation of amplification equipment: NOON-7PM

6 A general description of the sound amplifying equipment to be used: MUSIC/ANNOUNCEMENTS

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort ,

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

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

Jaime Gomez
Signature of Applicant

6-16-
Date

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

Reed Mies
City of Porterville, Chief of Police/Designee

6.19.2023
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2023

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

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

PRODUCER
Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT NAME: Lisa Christenson
PHONE (A/C, No, Ext): 317-817-5172 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 421319091 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims	$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
July 22nd, 2023 or any future date(s) during the policy term.
Porterville Kiwanis Club Vendor Market
Located @ Veterans Park-1501 W Henderson Ave., Porterville, CA, #1, #2 #4
Kiwanis Club of Porterville

CERTIFICATE HOLDER
City of Porterville
291 N. Main Street
Porterville CA 93257

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

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

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

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

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

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

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

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

Authorized Representative

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

Fundraiser
PORTERVILLE
KIWANIS CLUB
VENDOR MARKET
JULY 22, 2023
NOON-7PM
Kiwanis
PORTERVILLE, CA
FOR MORE INFO: REYES NURSERY 559-789-1943
NONPROFITS*CRAFTERS *FOOD *DRINKS *
VETERANS PARK- HENDERSON SIDE PORTERVILLE

SUBJECT: Approval of Community Civic Event - American Conservatory - The Mecca Grand Re-opening - August 5, 2023

SOURCE: Finance

COMMENT: The American Conservatory is requesting approval to hold "The Mecca Grand Re-opening" on Saturday, August 5, 2023, from 5:00 PM to 2:00 AM. American Conservatory is requesting the use of the alley and the parking lots behind the Mecca and the adjacent buildings to the south of the Mecca off of Second Street. The event will feature live music and a beer garden. An outside amplifier permit has been approved from 5:00 PM to 10:00 PM. A 6-foot chain link fence will be required to enclose the entire outside event area to allow for the consumption of alcohol.

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

RECOMMENDATION: That the City Council approve the Community Civic Event application from American Conservatory to hold "The Mecca Grand Re-opening" on August 5, 2023, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS:

1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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

(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 6/29/23 Event date: August 5 2023

Event time: 5:00pm-2:00am

Name of Event: The Mecca Grand - reopening

Sponsoring organization: American Conservatory Phone # (614) 747-1739

Address: 33167 Hwy 190 #C Springville Ca 93265

Authorized representative: Korey Wells Phone # (614) 747-1739

Address: 1283 S. Plano St. Porterville, Ca. 93257

Event chairperson: Massey Missakian Phone # (559) 359-6212

Location of event: Parking lot behind the Mecca on Second St.

(Location map must be attached)

Type of event: Live Music - Beer garden in parking lot

Non-profit organization status: 501(C)(3) EIN# 92-3826372

(IRS Determination)

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

Barricades (quantity): 5 Street sweeping Yes ____ No ✓

Police protection Yes ____ No ✓ Refuse pickup Yes ____ No ✓

Other: ____

Parks facility application required: Yes ____ No ____ Attached ____

Assembly permit required: Yes ____ No ____ Attached ____

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. **The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured.** A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. **This original certificate and endorsement shall be submitted to the Finance Department with the application.** *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of* ***no less than two million dollars ($2,000,000.00) per occurrence of bodily injury and property damage, combined single limit.*** *(Ordinance 15-20(e) 18)*

_____ **Authorized Representative Initial**

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

_____ **Authorized Representative Initials**

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

_____ **Authorized Representative Initials**

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

_____ **Authorized Representative Initials**

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

_____ **Authorized Representative Initials**

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

The Mecca		6/30/23
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: The Mecca grand re-opening

Sponsoring organization: American Conservatory

Location: Parking lot behind the Mecca on Second. St. Event date: 8/5/23 Event time: 5:00pm - 2:00am

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

Vendor name	Address/Telephone	Business License required?	Type of Activity
Poses TACOS	518 S. Ruth St.		FOOD VENDER

*Municipal Code 15-20(E) Community Civic Events (16): *Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar ($1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.*

CITY OF PORTERVILLE

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

Name of event: The Mecca grand re-opening

Sponsoring organization: American Conservatory

Event date: 8/5/23 Hours: 5pm-2am

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity

Sidewalks	From which sidewalk	To which sidewalk	Activity

Parking lots and spaces	Location	Activity
alley	behind the Mecca	Live Music
parking lot	Second St. - behind the Mecca	Live Music

Google Maps 182 N Main St

Map data ©2023 , Map data ©2023 20 ft

Requirements for Community Civic Event

American Conservatory

The Mecca Grand reopening

August 5, 2023

City Engineer: *D. Cervantez*	No comments.
Community Development Director: *J. Ridenour*	No comments.
Public Works Director: *M. Knight*	No comments.
Fire Marshal: *C. Dignam*	Please see Exhibit C.
Parks and Leisure Services Director: *D. Moore*	No comments.
Police Lieutenant: *R. Moore*	Please see Exhibit B.
Deputy City Manager: *P. Hildreth*	Risk Management requires $2M in general commercial liability coverage evidenced by a certificate of insurance naming the City of Porterville as an additional insured. The Certificate of Insurance must also include the endorsement page.
Field Services Superintendent: *B. Spry*	No comments.
Field Services Superintendent – Streets: *J. Baeza*	No comments.

Requirements for Community Civic Event

Sponsor:	American Conservatory
Event:	The Mecca Grand Reopening
Event Chairman:	Massey Missakian
Location:	Parking lot behind The Mecca on Second St., Porterville Ca
Date of Event:	August 5, 2023 (5:00 p.m. – 2:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

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

A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than $1,000.

B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

The Mecca Grand Re-opening
August 5, 2023 / 5:00 PM—2:00 AM
170 N. Main Street (and parking lot off of Second Street)

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street and/or alley closures.
- On all streets/alleys approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- 6' chain link fencing should be considered for cordoning off the parking lot so as to monitor ingress/egress from the event. All ingress/egress points to the event should be monitored by event organizers and/or security.
- Event organizers shall ensure only patrons wearing clearly displayed and authorized wristbands, as provided by event organizers, can purchase and consume alcoholic beverages.
- At no time shall alcoholic beverages be possessed or consumed outside the designated area for the event.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- If event organizers anticipate the need for removal of parked vehicles from public roadways or alleys related to the event, the affected public roadway/alley must be posted by organizer with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sergeant Jay Starling of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law).
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure parking lot is promptly cleared of any equipment, booths, or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Ron Moore, Lieutenant
Porterville Police Department

Exhibit B

CITY OF PORTERVILLE/FIRE DEPARTMENT
Community Civic Event Application

The Mecca Grand Re-opening
August 5, 2023 / 5:00 PM—2:00 AM
170 N. Main Street (and parking lot off of Second Street)

Proposed Conditions/Requirements for Downtown Event:

A site visit was conducted today with the business owner and a discussion was had regarding the proposed event. Staff verified that the business does have adequate occupant load signs posted at each entrance showing a limit of 75 persons. The business was made aware, and agreed, to adhere to the occupant load inside the business at all times.

Due to the expressed desire to allow for the consumption of alcohol in the outdoor event area, the entire area shall be closed off with temporary chain link fence panels, no less than six feet (6') in height. Barricades and signage will be required at the alley and parking lot entrances to prevent vehicular access. Barricades can be requested from the Public Works, Field Services Division.

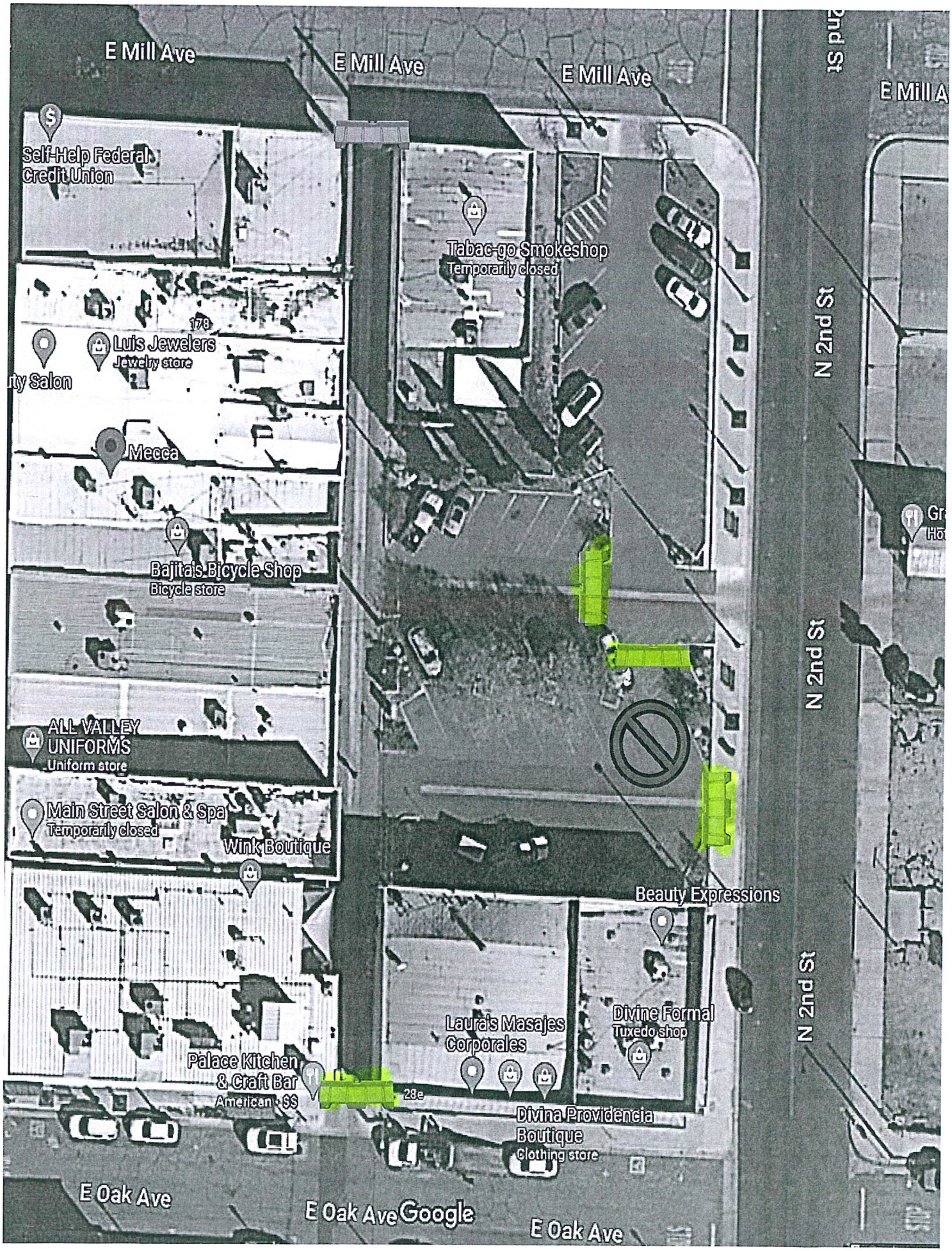
There shall be a minimum of 4 exit points with at least a four foot (4') opening to the public way, no less than thirty feet between exits. Exit signs shall be affixed to the fencing at these locations. Exits do not have to be an entry point, but must remain open in the event of an emergency, this may require additional staff to restrict entry at these points.

All tents, tarps, or canopies used for any reason, shall have an affixed and legible label showing the fire resistance rating meets the California Code of Regulations and currently adopted edition of the Fire Code.

Generators shall be a minimum of 25 feet from any structure, tent, canopy, tarp, or stage.

There shall be a minimum 2A:10BC rated fire extinguisher within 75' travel distance from any point inside the beer garden.

Exhibit C


E Mill Ave
E Mill Ave
E Mill Ave
E Mill A
Self-Help Federal Credit Union
Tabac-go Smokeshop
Temporarily closed
178
Luis Jewelers
Jewelry store
Mecca
Bajitas Bicycle Shop
Bicycle store
N 2nd St
N 2nd St
N 2nd St
ALL VALLEY UNIFORMS
Uniform store
Main Street Salon & Spa
Temporarily closed
Wink Boutique
Beauty Expressions
Laura's Masajes Corporales
Divine Formal
Tuxedo shop
Palace Kitchen & Craft Bar
American · $$
28e
Divina Providencia Boutique
Clothing store
E Oak Ave
E Oak Ave
E Oak Ave
Google

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

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

1 Name and home address of the applicant: Massey Missakian
1811 W. Northgrand Ave

2 Address where amplification equipment is to be used: 170 N. Main St.

3 Names and addresses of all persons who will use or operate the amplification equipment: Massey Missakian (see above), Matt Rosa 1116 San Carlos St.

4 Type of event for which amplification equipment will be used: The Mecca grand - re-opening

5 Dates and hours of operation of amplification equipment: 8/5/23 5pm - 10pm

6 A general description of the sound amplifying equipment to be used: Speakers for Live Music

Section 18-9 It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort of the occupants of nearby residences.

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

Section 18-14 It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

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

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

Signature of Applicant — *Date* 6/29/23

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

City of Porterville, Chief of Police/Designee — *Date* 1.6.2023

SUBJECT: Authorization of Street Closures for the National Night Out and KJUG Free Summer Concert Community Event on August 1, 2023

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on June 20, 2023, the City Council authorized the scheduling of National Night Out and the KJUG Free Summer Concert to take place at Centennial Park and the surrounding streets on August 1, 2023. The planned concert performer is Drake Milligan, an actor and singer who appeared on American Idol and America's Got Talent and has songs on the Billboard country music charts. In support of the approval of the City's community civic event, the Council also authorized the scheduling of its regular meeting to begin at 3:00 PM.

National Night Out includes many booths that will encompass multiple blocks on Main Street in the vicinity of Centennial Park and City Hall. In order to accommodate the booths, City staff is recommending the closure of Main Street from Morton Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M. on August 1, 2023.

RECOMMENDATION: That the City Council authorize the closure of streets for the National Night Out and KJUG Free Summer Concert community event on August 1, 2023.

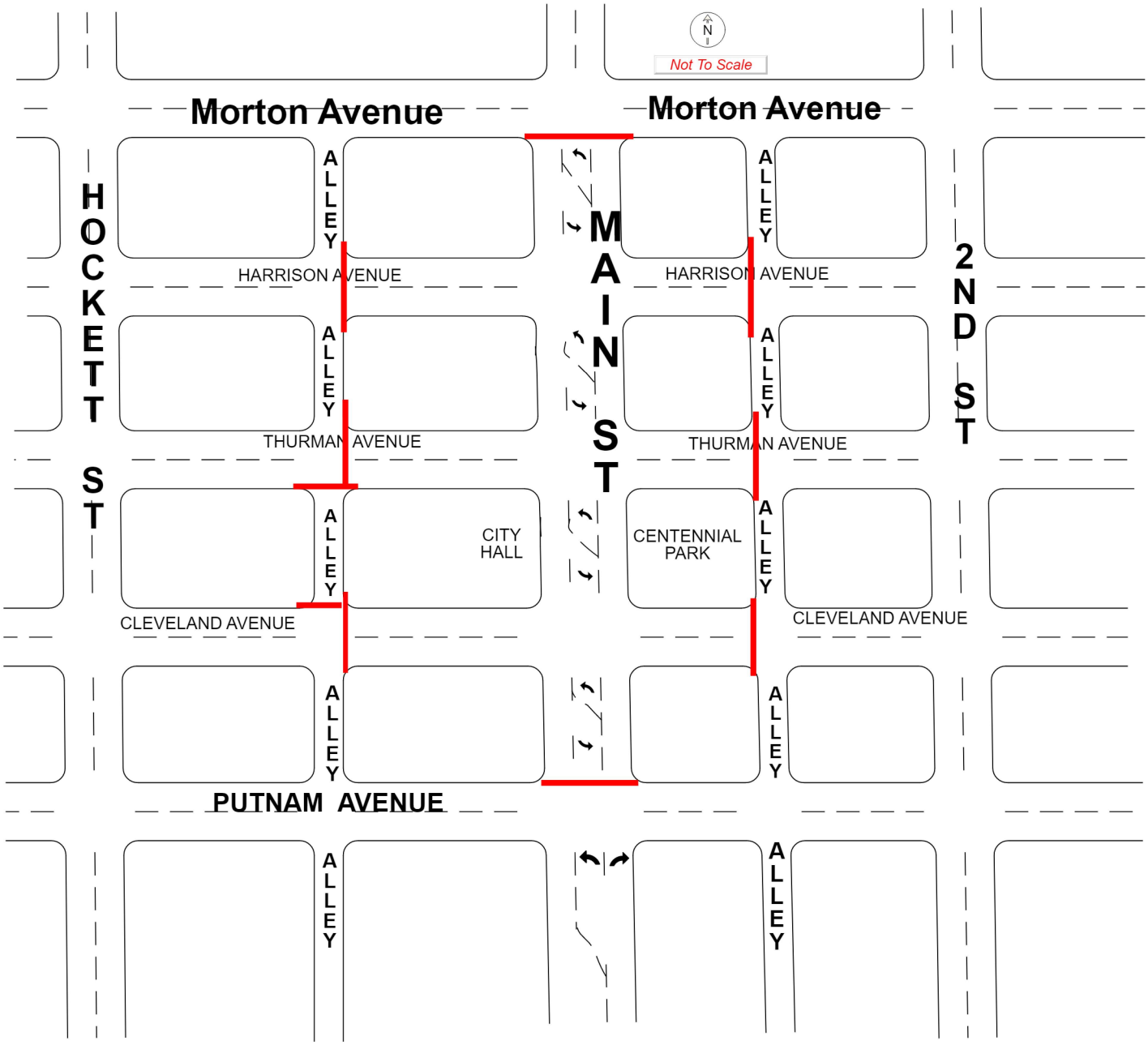
ATTACHMENTS: 1. Traffic Control Diagram

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager


N
Not To Scale
Morton Avenue
Morton Avenue
HOCKETT ST
MAIN ST
2ND ST
ALLEY
HARRISON AVENUE
THURMAN AVENUE
CLEVELAND AVENUE
CITY HALL
CENTENNIAL PARK
PUTNAM AVENUE

SUBJECT: Status and Review of Local Drought Emergency

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 June 20, 2023, 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. On March 24, 2023, due to atmospheric river storms during the month of March 2023, Governor Newsom issued Executive Order N-5-23 that ended the requirement that the state's largest water providers (including the City of Porterville) put in place "Level 2" of water storage contingency plans (the City of Porterville is currently in "Level 4"), as well as ended the voluntary fifteen percent (15%) water conservation target.

At its meeting on January 17, 2023, the Council considered an emergency request from the County of Tulare for assistance to Self-Help Enterprises, Inc. (SHE) in the provision of source water for the Emergency Tank Program that serves 389 residences across Tulare County where domestic wells have run dry due to continued drought. The County had been providing source water from its well at the Bob Wiley Detention Facility, north of Visalia, but the recent

rainfall had caused damage and the temporary closure of the access road to the well. The Council acted to grant the County's request for emergency assistance and provide source water to SHE to continue the Emergency Tank Program, to be reviewed at its next regular meeting on February 7, 2023. On January 20, 2023, SHE began taking City water for delivery. The County later reported that the access road had been repaired and that the County source well was accessible again to SHE beginning on February 1, 2023. According to the City water meter report, approximately 111,500 gallons of water was accessed by SHE, with a corresponding cost of $350. At Council's direction, City staff has also been in contact and coordinating with the Eastern Tule Groundwater Sustainability Agency (ETGSA) in regard to source water from the ETGSA crossing over into other GSA territories and other Sub-basins (e.g. Kaweah) and addressing any potential impacts, although it is important to note that the same has been happening from the County well that is located in the Kaweah Sub-basin.

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 is 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. Governor Newsom Executive Order N-5-23: March 24, 2023
9. 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,

Thomas J. Vilsack
Secretary

Enclosure

An Equal Opportunity Employer

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), 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 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 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

STATE OF CALIFORNIA--OFFICE OF ADMINISTRATIVE LAW

EMERGENCY

NOTICE PUBLICATION/REGULATIONS SUBMISSION

STD. 400 (REV. 10/2019)

For use by Secretary of State only

OAL FILE NUMBERS	NOTICE FILE NUMBER	REGULATORY ACTION NUMBER	EMERGENCY NUMBER
	Z-	2022-	0606-03E

ENDORSED - FILED
in the office of the Secretary of State
of the State of California
JUN 10 2022

For use by Office of Administrative Law (OAL) only

OFFICE OF ADMIN. LAW
2022 JUN 6 PM 3:19

2:06 PM

NOTICE | REGULATIONS

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	4. AGENCY CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER (Optional)
☐ Notice re Proposed Regulatory Action ☐ Other			

OAL USE ONLY	ACTION ON PROPOSED NOTICE	NOTICE REGISTER NUMBER	PUBLICATION DATE
	☐ Approved as Submitted ☐ Approved as Modified ☐ Disapproved/ Withdrawn		

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S)
Water Demand Reduction Emergency Regulation

1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)

2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) **(Including title 26, if toxics related)**

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)

ADOPT: 996
AMEND:
REPEAL:

TITLE(S): 23

3. TYPE OF FILING

- ☐ Regular Rulemaking (Gov. Code §11346)
- ☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)
- ☒ Emergency (Gov. Code, §11346.1(b))
- ☐ Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.
- ☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)
- ☐ Emergency Readopt (Gov. Code, §11346.1(h))
- ☐ File & Print
- ☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
- ☐ Print Only
- ☒ Other (Specify) Water Code Section 1058.5

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	TELEPHONE NUMBER	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
Garrett Lenahan	(916) 341-5179		

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	DATE
Eric Oppenheimer Digitally signed by Eric Oppenheimer Date: 2022.06.06 14:24:44 -07'00'	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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-5-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS the multi-year nature of the current drought, which began three years after the record-setting drought of 2012-2016, continues to have significant, immediate impacts on communities across California 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 March 3, 2023, snow survey conducted by the Department of Water Resources and partner agencies found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, and snow and rain has fallen across many regions of the state since then, with more precipitation forecasted; and

WHEREAS improved conditions have helped rehabilitate surface water supplies, but have not abated the severe drought conditions that remain in some parts of the State, including the Klamath River basin and the Colorado River basin, and many groundwater basins throughout the State remain depleted from overreliance and successive multi-year droughts; and

WHEREAS continued action by the State is needed to address ongoing consequences of the drought emergency, including groundwater supply shortages, domestic well failures, and drought-related harm to native fishes in the Klamath River and Clear Lake watersheds; and

WHEREAS the drought emergency has required a dynamic and flexible response from the State, and several provisions in my prior Proclamations and Orders have been terminated or superseded already, specifically Paragraphs 4 and 8 of my State of Emergency Proclamation dated April 21, 2021, Paragraphs 2, 4, and 7 of my State of Emergency Proclamation dated May 10, 2021, Paragraphs 3, 4, 5, 6, and 10 of my State of Emergency Proclamation dated July 8, 2021, and Paragraph 9 of Executive Order N-7-22; and

WHEREAS improved conditions warrant an even more targeted State response to the ongoing drought emergency and certain provisions in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and in Executive Orders N-10-21, N-7-22, and N-3-23 provide authority that is no longer needed to mitigate the effects of the drought conditions or direct actions by state agencies, departments, and boards that have already been completed; and

WHEREAS notwithstanding the rescission of certain emergency authorities for emergency drinking water action, state agencies have existing legal authority and funding to continue expedited work to advance the human right to water, and state agencies will continue all ongoing drought resilience planning work, including through coordination with local agencies and tribes; and

WHEREAS next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; 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 Order 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 State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-7-22 (March 28, 2022), N-3-23 (February 13, 2023), and N-4-23 (March 10, 2023), remain in full force and effect, except as modified by those Proclamations and Orders and herein. State agencies shall continue to implement all directions from those Proclamations and Orders and accelerate implementation where feasible.

2. The following provisions of my State of Emergency Proclamation dated April 21, 2021, are terminated:

    a. Paragraph 2;
    b. Paragraphs 5-7; and
    c. Paragraphs 9-14.

3. The following provisions of my State of Emergency Proclamation dated May 10, 2021, are terminated:

    a. Paragraph 1;
    b. Paragraph 3;
    c. Paragraph 5; and
    d. Paragraphs 9-10.

4. The following provisions of my State of Emergency Proclamation dated July 8, 2021, are terminated:

    a. Paragraph 2;
    b. Paragraphs 7-8, except those portions of paragraph 7 withdrawing provisions of prior orders;
    c. Paragraphs 11-12.

5. The following provisions of my State of Emergency Proclamation dated October 19, 2021, are terminated:

    a. Paragraph 2;
    b. Paragraphs 4-5;
    c. Paragraph 8; and
    d. Paragraph 10.

6. The following provisions of Executive Order N-10-21 are terminated:

    a. Paragraph 1; and
    b. Paragraph 3

7. The following provisions of Executive Order N-7-22 are terminated:

    a. Paragraphs 1-3;
    b. Paragraph 6; and
    c. Paragraphs 14-15.

8. The following provisions of Executive Order N-3-23 are terminated:

    a. Paragraph 1; and
    b. Paragraph 3, except those portions of the paragraph withdrawing provisions of prior orders.

9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

    To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

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 24th day of March 2023.

GAVIN NEWSOM
Governor of California

ATTEST:

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

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
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://iEdison.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.

SUBJECT: Consideration of Porterville Navigation Center Expansion

SOURCE: Community Development

COMMENT: At its meeting on November 19, 2019, the City Council authorized the acquisition of the former Vine Street School, located at 140 South C S Street, from Porterville Unified School District for the purposes of developing a navigation center to assist individuals experiencing homelessness in Porterville. The site is comprised of two parcels totaling approximately 1.37 acres. In January 2020, the City entered into a lease agreement for 140 South C Street with Turning Point of Central California for the purposes of operating a navigation center for individuals experiencing homelessness. APN 261-113-011 has three former portable class rooms on permanent foundations, and through the use of a grant, the former lessee converted two of the portable classrooms to housing (15 emergency beds and 15 transitional housing beds) and one classroom to office space. The City made a general fund investment through Resolution No. 17-2019, to provide a $50,000 match that was leveraged by Turning Point to receive grant funds for the development of the navigation center. The City has subsequently allocated Permanent Local Housing Allocation (PLHA), Community Development Block Grant (CDBG), and American Rescue Plan Act (ARPA) funds for the operation of the navigation center. At its meeting on May 23, 2023, the Council directed staff that expansion of the navigation center and support for efforts to reduce homelessness in the community were a significant priority.

The navigation center began operating in September 2020. The navigation center has served a total of 2,577 unduplicated individuals since its opening in September 2020 through the end of June 2023, with twenty-five (25) individuals being placed into permanent housing. Kingsview began operating the navigation center on June 30, 2023, and has served an additional twenty-five (25) unduplicated individuals.

The previous navigation center operator had requested that a restroom and shower facility be developed on site to allow individuals who are receiving assistance from the navigation center, but who are not residing at the center, to have access to restroom and shower facilities. There has also been a request for additional emergency housing, a cafeteria (warming/cooling center), as well as additional office space for case management and use by partnering agencies to provide services.

City staff had conversations with Porterville Unified School District on the acquisition of additional portable classrooms to expand the navigation center

prior to the storm event in March of 2023, that resulted in the City operating the Army National Guard Armory located at 29 N. Plano Street. The armory is currently operating as an overnight emergency shelter from 8:00pm to 8:00am to provide shelter to those who were displaced from the closure of the Tule River embankments due to the damage from the storm event. The armory currently serves approximately thirty (30) individuals per evening.

The annual Point in Time (PIT) count conducted by the Kings/Tulare Homeless Alliance (KTHA), identified that of the 299 individuals surveyed in Porterville experiencing homelessness, 101 experience chronic homelessness and 227 are unsheltered. The report identifies the number of people who are experiencing sheltered and unsheltered homelessness and provides service agencies, local government and policy-makers the opportunity to evaluate trends in homelessness and to evaluate the success of existing programs.

Staff is seeking the Council's direction on the expansion of the navigation center to assist unhoused individuals in Porterville. The current navigation center is comprised of thirty (30) beds (fifteen (15) emergency beds and (15) transitional housing beds). The site is 1.37 acres with .68 acres currently undeveloped. Several options that have been preliminarily discussed for a future expansion of the site are included below, but the City is not limited to the options listed. The capacity of the navigation center can be expanded with the addition of portable classrooms that could be converted to emergency housing to create more emergency housing bed capacity, the development of a restroom/shower facility, and the addition of a cafeteria or eating facility that could be utilized for group meetings as well as operate as a cooling and heating center when needed. The navigation center could also be expanded with the development of an emergency shelter on the undeveloped portion of the site that would accommodate the needs of the navigation center and continue to utilize the existing structures. Another option for the site is the development of a permanent supportive housing project on the undeveloped portion of the site that could potentially provide approximately twenty (20) Permanent Supportive Housing (PSH) units while maintaining the same level of emergency shelter and transitional housing beds utilizing the existing structures. The site could also be redeveloped with the removal of the existing structures and redeveloped in a fashion that would best meet the needs of the unhoused individuals in the community. Each of the options presented above includes varying expenses to develop and operate. Based upon the direction received, the staff can research and evaluate the estimated development and operation expenses, and work with partner agencies to evaluate funding and partnership opportunities to facilitate the development.

RECOMMENDATION: That the City Council provide direction on the vision for the facilities of the Porterville Navigation Center.

ATTACHMENTS: 1. Locator Map

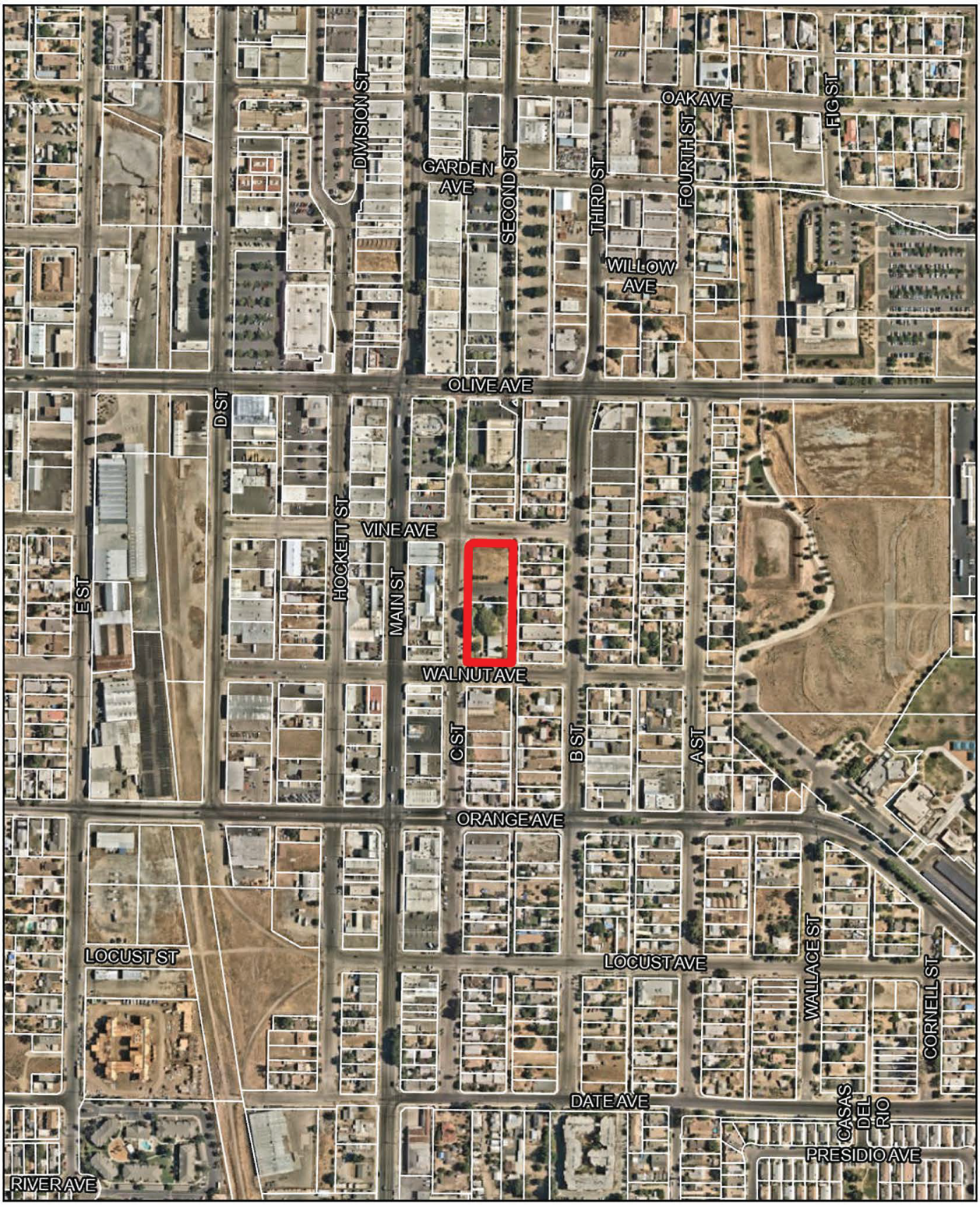
Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Assistant City Manager

Final Approver: John Lollis, City Manager

Locator Map



Navigation Center Expansion @140 S C Street

Project Location

1 in = 500 feet

N

Date Printed: 3/1/2023 by the Community Development Department

SUBJECT: History of the Establishment of Sewer Districts & Parks Impact Fees

SOURCE: Engineering and Project Management

COMMENT: At its meeting on June 20, 2023, the City Council directed staff to present at the next scheduled meeting the history of the fees relating to the sewer districts as well as the Park Impact fee and the potential for other fees to be created.

In 2006, the City annexed properties into the City that were part of County islands (properties or areas of property within County jurisdiction that were surrounded on at least three sides by City jurisdiction). These annexations created a need to extend City services to these newly annexed areas in a way that would help encourage property owners to participate without overextending City resources. Negotiations with lenders included the evaluation of revenues currently collected by the Finance Department, connection fees that would be collected for participating properties, and the usage fees that would be collected for properties that were connected. The findings of the evaluation during these negotiations helped to define the terms that would be offered for these areas if the residents opted to create a sewer utility district via a Prop 218 process that included protest proceedings. The terms agreed upon were that property owners would be assessed the determined fees for their property at a low interest rate of three percent (3%) over the course of thirty (30) years through a property tax assessment.

It is important to note that property owners and developers outside of a sewer district pay for the extension of the sewer line to their property and the connection fees (Exhibit H) for development, as well as all construction work on the property to make the connection. They are also required to find and provide their own funding for these improvements. The fees determined for properties within sewer districts make owners of properties in districts responsible for only two out of the three standard costs for sewer connection; they are responsible for the construction work on the property to make the connection and either their fair share of the construction of the line or the connection fees (Exhibit H) for their property, whichever is lesser. In addition, all properties within a sewer district are automatically offered the ability to pay their determined fees (either fair share of construction or Exhibit H) over thirty (30) years at three percent (3%) interest; this eliminated the need to pay large lump sums upfront or to find and qualify for independent financing for this portion of the costs which, in turn, helped to eliminate or eleviate barriers that would often prevent property owners from connecting.

When the City first started offering the process for creating sewer utility

districts, it was very common for a property's fair share costs to be significantly less expensive than the adopted connection fees (Exhibit H). With the recent sewer annexation area projects, staff has seen a shift in that trend, where now, the connection fees (Exhibit H) are a savings to the property owners versus the fair share of the construction costs. Initial contact with the property owners shared a not to exceed amount that reflected the fair share of the construction costs as each property in the district must be evaluated for the number of units existing on the property in order to calculate the connection fees (Exhibit H) as adopted. The most recent sewer projects were delayed by the uncharacteristically wet winter preventing finalization of the projects; this delay means that none of the properties have received their final packet detailing the final costs for their property. The final packet will include an explanation of the fair share construction cost for their property, the calculated connection fees (Exhibit H) and an explanation of which of the two fees would actually be assessed on their property should they decide not to opt out of their district. The final package will also include a form that allows them to opt out of the district completely (as long as they have not already connected) to avoid any assessment on their property. Opting out would mean that if they ever decide to connect or are ever required to connect by Code, then they would have to pay the adopted fees at the time of connection and the option for the property assessment over thirty (30) years at three percent (3%) interest is not available. At this time, properties are only required to connect to City sewer if they are developing their property or if the current septic system for their property fails and they are within two hundred (200) feet of public sewer; this is mandated by the California Plumbing Code.

The final assessment information packets are expected to go out to property owners within the next few months and they will have until June 30, 2024, to complete and submit their form to opt out if they are choosing to do so (and they haven't already connected). Assessments would not start on any of the properties until December of 2024, and all properties within the formed districts are automatically included for assessment unless they opt out.

As mentioned above, both the previous and newly formed sewer districts were created through a Prop 218 process that included protest proceedings. Ballots were sent to all property owners and only the ballots received could be counted as a vote. Also, the terms that were defined for the repayment of the loans included the review with the lending firms of how repayment to the City would be made by the property owners.

The Park Impact Fee is a fee that was created and adopted by way of resolution January 5, 1999, under the Mitigation Fee Act. The Parks and Recreation Element of the City's General Plan identified the impacts of contemplated new development, excluding expansion of existing development, within the General Plan boundaries on existing or planned park facilities, along with which an analysis of the need for both a new park facility and expanded park facilities and improvements required by new development was conducted. This required study established and set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements. The fees

collected pursuant to this resolution can only finance park facilities described in the City's Park and Recreation Element. As required by the Mitigation Fee Act, changes to or the creation of additional impact fees that fall under the purview of this act must include a study establishing their need and defining their use in a manner compliant with said Act. Currently, the only changes to the Park Impact Fee that are allowed is the annual increase based on the Engineering News-Record (ENR) Cost Index.

On June 6, 2023, City Council authorized the execution of a consultant agreement with QK, Inc for the City's new Parks Master Plan. This plan includes the evaluation of the City's current parks and needed or required improvements, evaluation of new park facilities needed currently and in the future, and a review of the current Parks Impact fee in relation to these needs and in compliance with the Mitigation Fee Act as well as the Quimby Act for parks. This process is lengthy and will include public meetings, interviews with stakeholders, public surveys, and other means of gathering information that will be compiled and presented to Council for review and possible adoption once completed.

The process described above will be required for any potential new fee to be considered for adoption.

RECOMMENDATION: That the City Council consider the report and direction for future utility districts and any additional impact fees that it would like to see the appropriate studies done to evaluate and/or create.

ATTACHMENTS:
1. Exhibit H - Connection Fees
2. Resolution No. 2-99
3. Exhibit A - Park Impact Fees

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

(Reference Acreage Fees)

EXHIBIT 'H'
CONNECTION FEES

		EFFECTIVE DATE 7/01/22	7/01/23*
	SEWER TRUNK LINE FEES		
1.	Hillside Development - per acre (Δ 142-02)◊ _	$1,429	$1,472
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	$2,680	$2,761
3.	Duplex (RM-1) - per acre (Δ 94-90)	$6,224	$6,411
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 94-90)	$14,520	$14,957
5.	Institutional - per acre**(Δ 94-90)	$1,009	$1,039
6.	Commercial & Professional Office - per acre**(Δ 94-90)	$3,784	$3,898
7.	Industrial - per acre**(Δ 94-90)	$16,154	$16,640

		EFFECTIVE DATE 7/01/22	7/01/23*
	TREATMENT PLANT FEES		
1.	Single Family and Multiple Family - per unit (Δ 67-03)	$4,392	$4,524
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	$15.69 (per gpd) ($4,392)	$16.16 (per gpd) ($4,524)

		EFFECTIVE DATE 7/01/22	7/01/23*
	SEWER CONNECTION CHARGES		
1.	Six Inch or Smaller - per foot	$14.48	$14.92
2.	Eight Inch - per foot	$18.99	$19.56

		EFFECTIVE DATE 7/01/22	7/01/23*
	WATER TRUNK FEES		
1.	Hillside Development - per acre (Δ 142-02) ◊ _	$2,103	$2,167
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	$4,385	$4,517
3.	Duplex (RM-1) - per acre (Δ 93-90)	$10,977	$11,308
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 93-90)	$25,628	$26,400
5.	Institutional**(Δ 93-90)	$2,862	$2,948
6.	Commercial and Professional Office - per acre**(Δ 93-90)	$3,296	$3,395
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	$823	$848
8.	Industrial - per acre**(Δ 93-90)	$25,312	$26,074

		EFFECTIVE DATE 7/01/22	7/01/23*
	WATER CONNECTION FEE		
1.	Connection Charges - per foot	$11.77	$12.12

		EFFECTIVE DATE 7/01/22	7/01/23*
	STREET LIGHT FEES		
1.	Multiple Family - per foot	$3.75	$3.86
2.	Commercial/Industrial - per foot	$4.74	$4.88

		EFFECTIVE DATE	
	STORM DRAINAGE FEES	7/01/22	7/01/23*
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	$7,223	$7,441
2.	Duplex (RM-1) - per acre (Δ 95-90)	$9,635	$9,925
3.	Multiple Family (RM-2 & RM-3) - per acre (Δ 95-90)	$14,456	$14,891
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	$19,266	$19,846

		EFFECTIVE DATE	
	FIRE HYDRANT FEES	7/01/22	7/01/23*
1.	Multiple Family - per foot	$4.90	$5.05
2.	Commercial/Industrial - per foot	$7.27	$7.49

	TRANSPORTATION IMPACT FEES◊ _	7/01/22	7/01/23*
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	$1,446	$1,489
2.	Multiple Family (per unit) (Δ 50-98)	$977	$1,006
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	$3,977	$4,096
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	$7,564	$7,792
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	$1,128	$1,161

		EFFECTIVE DATE	
	FRONTAGE IMPROVEMENT VALUATION THRESHOLD	7/01/22	7/01/23*
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	$27,465	$28,292

*MO #XX-XXXXXX – Based on ENR Index = 13176.3

Δ Resolution Establishing ENR Annual Adjustment

◆Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)

◊ Fees Covered by the Mitigation Fee Act

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - $220.38 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).
Sewer - $187.32 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).

RESOLUTION NO. 2-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE SETTING A PARK IMPACT FEE FOR ALL NEW RESIDENTIAL DEVELOPMENTS WITHIN THE CITY OF PORTERVILLE

WHEREAS, the City Council of the City of Porterville has adopted Ordinance No. 1567 creating and establishing the authority for imposing and charging a park impact fee; and

WHEREAS, the Parks and Recreation Element of the City's General Plan identified the impacts of contemplated new development, excluding expansion of existing development, within the General Plan boundaries on existing or planned park facilities, along with which an analysis of the need for a new and expanded park facilities and improvements required by new development was conducted and said study set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements; and

WHEREAS, the City Council finds as follows:

A. The purpose of this fee is to assist in financing new park facilities and accommodate increased demand brought about by new development within the City boundaries, excluding expansion of existing development;

B. The fees collected pursuant to this resolution shall be used to finance only park facilities described in the City's Park and Recreation Element;

C. There is a need identified by the City Parks and Recreation Element for facilities which have not been constructed or are in need of expansion due to new development. These facilities are directly related to new development and, therefore, new development shall contribute its fair share towards the cost of these facilities. Said facilities have been called for in, or are consistent with, the City's Parks and Recreation Element of the General Plan.

D. The facts and evidence presented establish that there is a reasonable relationship between the need for the described park and recreation facilities and the impacts of the types of development described in Paragraph 4, below, for which the corresponding fee is charged, and also, there is a reasonable relationship between the use of the fee and the type of development for which the fee is charged, as these reasonable relationships are in more detail described in the study referred to above;

E. The costs estimates set forth in the Porterville Parks and Recreation Element are reasonable cost estimates for construction of these facilities, and the fees in attached Exhibit "A", expected to be generated by new development, will not exceed the total of these costs.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Porterville that:

1. The minimum Level of Service for the purpose of establishing and implementing a Parks and Recreation impact fee shall be set as the fees in attached Exhibit "A".

2. "New Development" shall be defined as new construction of residential improvements (both single, multi-family and mobile home).

3. A Parks impact fee shall be paid prior to the issuance of a building permit by all new development in the boundaries of the City. The Director of Parks and Leisure Services shall determine the type of development and the corresponding fee to be charged in accordance with this resolution.

4. For new development, the fees shall be as established in the adopted fee schedule, by resolution of the City Council, attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full herein, which schedule shall be further adjusted annually by the Director of Community Development and Services Department in accordance with the "ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX" publication.

5. The use of the impact fee for park facilities shall be in conformance with those projects specifically identified in the most recently adopted Porterville Parks and Recreation Element. The fee shall be solely used to pay: acquisition of land and development of public park facilities.

6. Fee Review. Commencing in fiscal year 2003, and at least once every five years thereafter, the Director of Parks & Leisure Services shall review the estimated cost of the described capital improvements, the continued need for those improvements and the reasonable relationship between such need and the impacts of the various types of development pending or anticipated and for which this fee is charged. The Director of Parks and Leisure Services shall report his findings to the City Council

at a noticed public hearing and recommend any adjustment to this fee or other action as may be needed.

PASSED AND ADOPTED this 5th day of January, 1999.

Judith A. Gibbons, Mayor

ATTEST:

C. G. Huffaker, City Clerk

EXHIBIT "A"

		EFFECTIVE DATE 03-01-99
1.	Single Family (R-1) per unit	$441
2.	Multiple Family (per unit)	$342
3.	Mobile Homes	$247

To be increased annually by the Engineering News Record Construction Cost Index.

STATE OF CALIFORNIA)
(SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, 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 a resolution duly and regularly passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council regularly called and held on the 5th day of January, 1999.

THAT said resolution was duly passed adopted by the following vote:

Councilmen:	IRISH	GURROLA	LEAVITT	CHOATE	GIBBONS
AYES:	X	X	X		X
NOES:					
ABSENT:					
ABSTAIN:				X	

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk

EXHIBIT 'A'

PARK IMPACT FEES ◊

		Effective Date 07/01/22	Effective Date 07/01/23*
1.	Single Family (RS-1 & RS-2) Δ	$960	$988
2.	Multiple Family Per Unit Δ	$745	$767
3.	Mobile Homes Δ	$538	$555

To be increased annually by the Engineering News Record Construction Cost Index.

*MO #XX-XXXX – Based on ENR Index = 13176.3
Δ Resolution #2-99 (Establishing ENR Annual Adjustment)
◊ Fees Covered by the Mitigation Fee Act

P:\PUBWORKS\GENERAL\ADMINISTRATION\CONNECTION FEES\2023 FEE ADJUSTMENT\EXHIBIT A 2023.DOC

SUBJECT: Adoption of Annual Appropriation Limit

SOURCE: Finance

COMMENT: Article XIII-B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount of tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in population of the City of Porterville as well as the percentage change in per capital personal income for the 2023-2024 fiscal year calculation. Based on the information and guidelines established by the State, the appropriation limit for the Fiscal Year 2023-2024 is $93,143,853. With the proceeds of taxes estimated at $41,823,929 for the 2023-2024 Fiscal Year budget, the City continues to appropriate well beneath the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the draft Resolution adopting the appropriation limit of $93,143,853 for the 2023-2024 Fiscal Year.

ATTACHMENTS:
1. Draft Resolution
2. Appropriations Limit Calculation Worksheet

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ___-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE SETTING THE APPROPRIATIONS LIMIT FOR THE 2023-2024 FISCAL YEAR

WHEREAS: Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS: The State of California has presented the guidelines for the consumer price index, the per capita personal income and the population data for local governments to compute the appropriation limit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the appropriation limit of $93,143,853 for the 2023-2024 fiscal year as computed on the attached worksheet.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2023.

_____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2023-2024

	GENERAL	MEAS H	MEAS I	ARPA	SPECIAL GAS TAX	LTF	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER	GEN GOV DEBT SERV
PROPERTY TAXES	8,960,000												4,300			
SALES & USE TAXES	8,385,000	5,380,000	10,760,000													
UTILITY USERS TAX	5,600,000															
TRANSIENT OCCUPANCY TAX	650,000															
BUSINESS LICENSE	800,000															
OTHER TAXES	500,000															
SPECIAL BENEFIT ASSESSMENTS											240,000					
FRANCHISE FEES	1,841,134															
PERMITS	705,500															
REVENUE FROM STATE																
VEHICLE LICENSE FEES IN EX	65,000															
HOMEOWNERS RELIEF	21,000															
OTHER REV FR STATE	220,000				3,994,338				500,000	200,000		22,000	10,000			
OTHER INTERGOVTAL REV				5,000,000		4,100,000			739,000	430,000						
USE OF MONEY & PROPERTY																
INTEREST	300,000	60,000	200,000	200,000	50,000	100,000	1,000	250	50,000	500	15,000		60,000		50,000	1,500
RENT	121,570										150,000		314,800			
FINES & FORFIETURES	23,700						100,000									
CHARGES FOR SERVICES	3,601,874	71,000	2,000					6,000			6,988,500	6,887,000	1,025,000	250,000	13,125,000	
OTHER REVENUES	147,000	3,000						500	200		104,000	93,000	1,500	500	210,000	
	31,941,778	5,514,000	10,962,000	5,200,000	4,044,338	4,200,000	101,000	6,750	1,289,200	630,500	7,497,500	7,002,000	1,415,600	250,500	13,385,000	1,500

	RISK MGMT	EQUIP MAINT	LMD	WATER REPLACE	SOLID WASTE RES	SEWER REVOLV	RANSPOF IMPACT	PARK DEVEL	WWTP RESERVE	STORM DRAIN DEVELOP	BLDG CONSTR	GEN FUND EQUIP REPL	AIRPORT REPL AND DEVEL	GOLF COURSE REPL	EQUIP MAINT REPL	TOTAL ESTIMATED REVENUES
PROPERTY TAXES																8,964,300
SALES & USE TAXES																24,525,000
UTILITY USERS TAX																5,600,000
TRANSIENT OCCUPANCY TAX																650,000
BUSINESS LICENSE																800,000
OTHER TAXES																500,000
SPECIAL BENEFIT ASSESSMENTS			135,000													375,000
FRANCHISE FEES																1,841,134
PERMITS																705,500
REVENUE FROM STATE																
MOTOR VEHICLE IN LIEU																65,000
HOMEOWNERS RELIEF																21,000
OTHER REV FR STATE												100,000	150,000			5,196,338
OTHER INTERGOVTAL REV													4,619,179			14,888,179
USE OF MONEY & PROPERTY																
INTEREST				300,000	100,000	120,000	30,000	100	120,000	30,000	2,000	150,000	4,000	5,000	18,000	1,967,350
RENT		19,000														605,370
FINES & FORFIETURES																123,700
CHARGES FOR SERVICES	8,546,716	4,265,000		590,584	833,993	303,140	180,000	50,000	797,204	300,000		1,900,000	96,186	60,672	163,740	50,043,609
OTHER REVENUES	500			155,162		45,000			125,000			20,000				905,362
	8,547,216	4,284,000	135,000	1,045,746	933,993	468,140	210,000	50,100	1,042,204	330,000	2,000	2,170,000	4,869,365	65,672	181,740	117,776,842

* Source: City of Porterville 2023-2024 proposed Annual Budget.

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2023-2024

PROCEEDS OF TAXES CALCULATION

	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES
PROPERTY TAXES	$ 8,964,300		$ 8,964,300
SALES & USE TAXES	24,525,000		24,525,000
UTILITY USERS TAX	5,600,000		5,600,000
TRANSIENT OCCUPANCY TAX	650,000		650,000
BUSINESS LICENSE	800,000		800,000
OTHER TAXES	500,000		500,000
SPECIAL BENEFIT ASSESSMENTS		$ 375,000	375,000
FRANCHISE FEES		1,841,134	1,841,134
PERMITS		705,500	705,500
REVENUE FROM STATE			
MOTOR VEHICLE IN LIEU	65,000		65,000
HOMEOWNERS RELIEF	21,000		21,000
OTHER REV FR STATE		5,196,338	5,196,338
OTHER INTERGOVTAL REV		14,888,179	14,888,179
USE OF MONEY & PROPERTY			
INTEREST	698,629	1,268,721	1,967,350
RENT		605,370	605,370
FINES & FORFIETURES		123,700	123,700
CHARGES FOR SERVICES		50,043,609	50,043,609
OTHER REVENUES		905,362	905,362
	$41,823,929	$ 75,952,913	$ 117,776,842

APPROPRIATION LIMIT CALCULATION

YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
1986-1987	BASE YEAR		$ 10,422,371
1987-1988	3.47%	1.75%	10,972,748
1988-1989	4.66%	2.27%	11,744,767
1989-1990	5.19%	8.28%	13,377,258
1990-1991	4.21%	7.03%	14,920,454
1991-1992	4.14%	3.79%	16,127,057
1992-1993	-0.64%	4.51%	16,746,519
1993-1994	2.72%	4.26%	17,934,831
1994-1995	0.71%	3.63%	18,717,825
1995-1996	4.72%	2.40%	20,071,738
1996-1997	4.67%	2.85%	21,607,847
1997-1998	4.67%	2.71%	23,229,852
1998-1999	4.53%	2.05%	24,779,949
1999-2000	4.91%	1.61%	26,415,190
2000-2001	7.82%	1.33%	28,859,653
2001-2002	-1.27%	2.07%	29,082,943
2002-2003	2.31%	2.56%	30,516,481
2003-2004	3.28%	2.43%	32,283,295
2004-2005	5.26%	2.45%	34,813,941
2005-2006	3.96%	2.18%	36,981,571
2006-2007	4.42%	14.26%	44,122,820
2007-2008	4.29%	1.99%	46,931,401
2008-2009	0.62%	1.79%	48,067,656
2010-2011	-2.54%	1.98%	47,774,303
2011-2012	2.51%	1.47%	49,693,348
2012-2013	3.77%	1.28%	52,226,842
2013-2014	5.12%	0.92%	55,405,944
2014-2015	-0.23%	0.75%	55,693,099
2015-2016	3.82%	0.75%	58,254,230
2016-2017	5.37%	5.39%	64,690,998
2017-2018	3.69%	1.13%	67,836,078
2018-2019	3.67%	1.14%	71,127,375
2019-2020	3.85%	0.79%	74,449,319
2020-2021	3.73%	0.73%	77,790,030
2021-2022	5.73%	0.49%	82,650,411
2022-2023	7.55%	0.21%	89,077,187
2023-2024	4.44%	0.12%	93,143,853

PROCEEDS OF TAXES	$ 41,823,929
PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT	$ 51,319,924

[1] Per City of Porterville 2023-2024 proposed Annual Budget.
[2] Per State Department of Finance (per capita personal income).
[3] Per State Department of Finance (population growth of City or County, whichever is greater).

SUBJECT: Consideration of Sponsorship of 2023 Tule River Tribe Powwow Scheduled for Friday, September 29th - Sunday, October 1st, 2023

SOURCE: City Manager's Office

COMMENT: The Tule River Tribe has requested that the City consider sponsorship of its upcoming Annual Tule River Tribe Powwow on Friday, September 29 through Sunday, October 1, 2023, at the new Eagle Mountain Casino. Sponsorship levels for the event are defined in levels as Platinum ($5,000+), Gold ($2,500), Silver ($1,000) and Bronze ($500). The City was a Platinum sponsor of last year's Powwow event at $5,000.

The City and the Tribe have a rich history of co-sponsoring each other's important community events, including the Freedom Fest.

RECOMMENDATION: That the City Council consider sponsorship of the 2023 Tule River Tribe Powwow.

ATTACHMENTS: 1. Tule River Tribe Powwow Sponsorship Letter

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

TULE RIVER INDIAN TRIBE OF CALIFORNIA

RECEIVED

APR 28 2023

CITY OF PORTERVILLE
CITY MANAGER

April 13, 2023

Dear Potential Sponsor,

Our Annual Tule River Tribe Powwow will take place on Friday, September 29, Saturday, September 30, and Sunday, October 1, 2023, at the NEW Eagle Mountain Casino Event Center, located at 1850 West Street, Porterville, CA 93257.

We hope that we can count on your help to make this year's Powwow one of our best yet by being a sponsor. All sponsors will be mentioned throughout the Powwow and Logos will be displayed on our official Powwow Banner and the Tule River Tribe's social media page, thank you posts, recognized in the Powwow's program, and announced verbally through the duration of the Powwow by the host.

Sponsorships can be mailed to Tule River Tribal Council c/o Zachary Janoko, P.O. Box 589, Porterville, CA 93258. Logos can be emailed to Amanda.Peyron@tulerivertribe-nsn.gov.

Thank you in advance for your sponsorship! We hope to see you at the 2023 Tule River Tribe Powwow.

Sincerely,

Zachary Janoko, Treasurer
Tule River Tribal Council

Phone (559) 781-4271 Fax (559) 781-4610
340 N. Reservation Rd. Porterville, California 93257

SEEKING SPONSORSHIP

to assist with the costs associated with the 2023 Tule River Powwow.

What are the Sponsorship Levels?

All sponsors will receive recognition multiple times: displayed on a banner through the duration of the Powwow, Powwow social media updates and thank you posts, recognized in the Powwow's program, and announced verbally through the duration of the Powwow by the host.

What is a Powwow?

A Powwow is a Native American cultural event where various tribes showcase their dance style and traditional powwow songs specific to their tribe. Each dance style has it's own story about how it was created and what it depicts. This is the same for the songs. Many of the dancers and singers whe performing are in prayer for a family member or a cause. During the Powwow multiple "specials" will be held by those in attendance for someone who may have recently passed away, is having hardship, or to fundraise for a cause. Although Powwows are considered healing and are used for prayer, many dancers and singers have made powwow's their form of income and travel from powwow to pow-wow. These dancers known as "Championship Dancers" have to not only beat out multiple dancers in their age group and dance style but also beat the drum by being familiar with the song. Powwows are a great way to immerse yourself in Native American culture and to witness the strength and resilience of Native American tribes.

Thank you for taking the time to review our Sponsorship flyer.
Your sponsorship will assist the committee in hosting a spectacular event for the community!

Checks can be made to: Tule River Tribe/Powwow Committee.
For Further Information Please Contact: Zachary Janoko at Zachary.Janoko@tulerivertribe-nsn.gov

SUBJECT: Status and Review of Declaration of Local Flood Emergency

SOURCE: City Manager's Office

COMMENT: On March 13, 2023, Mayor Martha A. Flores in conjunction with the Acting City Manager Patrice Hildreth declared the existence of a local emergency within the City of Porterville. Said Declaration was made pursuant to Chapter 9 of the Porterville Municipal Code, and in response to the increasing threat to life and property in the city caused by a series of storm systems striking California and in particular the Porterville area, impacting Success Lake and significantly increasing flows of the Tule River. Pursuant to the California Emergency Services Act (California Government Code 8558 et seq.), emergency declarations must be ratified by the governing body within seven days of being declared. At its Special Meeting on March 17, 2023, the City Council acted to ratify the Declaration of Local Emergency. The Act also requires that the emergency declaration be renewed every sixty (60) days to remain in effect, which at its meeting on June 20, 2023, the Council reviewed and acted to renew the emergency declaration.

On March 10, 2023, due to the volume of water added to Success Lake from significant storm activity, Tulare County Sheriff Mike Bourdreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue (Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the

neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding in an effort to continue TEP shelter services until May 5, 2023, while the Mandatory Evacuation Order remained in place along the banks of the Tule River in city limits. On April 14, 2023, the County transmitted a letter to the California Governor's Office of Emergency Services (Cal OES), requesting continued financial support for the Armory TEP, which the County reported that Cal OES did not approve.

Given the lack of continued financial support by Cal OES, the County notified the City that it would discontinue its support of the Armory TEP at noon on May 5, 2023, and American Red Cross would vacate the facility as well, leaving the City alone to determine the function of the Armory TEP after noon on May 5th. The significant threat of local emergency continued to exist with the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they

will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the Martin v. Boise federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening. Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at $25 per hour, for a daily expense of $600 (or $18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately $18,000 per month. However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation.

On May 17, 2023, Governor Newsom issued Executive Order N-7-23 to support Tulare Lake Basin flood response, which extends flood diversion and groundwater recharge flexibilities implemented for the Tulare Lake Basin, including Kern River floodwater to be allowed into the California Aqueduct.

At its meeting on April 4, 2023, the Council approved Resolution No. 15-2023, which authorized the appropriation of funds from the Catastrophic/Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services and other necessary expenditures. At its meeting on April 18, 2023, the Council approved two emergency expenditures that exceeded $5,000 in their acquisition, which included additional Water Rescue Equipment for the Fire Department ($6,417.70) and the 30-day rental of two mobile shower/restroom units ($13,151) for the Armory TEP due to the facility's restrooms and showers not being compliant with the Americans with Disabilities Act (ADA). At its meeting on May 2, 2023, the Council approved two additional emergency expenditures that exceeded $5,000 in their acquisition, which included a trailer-mounted 6" dewatering and sewage pump ($77,396.67), and local trucking services of riprap material ($5,436.00), both for the Public Works Department.

In support of two private personnel providing nightly security at the Armory as it continues to function as a temporary evacuation point and shelter, City staff has secured TopKnotch Security, Inc. as the security services provider. TopKnotch provided an agreement for security services for approximately $18,000 per month (2 personnel at $25/hour for 12 hours per day for 30 days per month), which the Council approved at its meeting on June 6, 2023.

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. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Federal Disaster Declaration Fact Sheet - April 3, 2023
8. License to Use State Military Property - April 14, 2023

9. City and County Memorandum of Understanding for Shelter Support
10. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
11. License to Use State Military Property - May 16, 2023
12. Armory Temporary Evacuation Point and Shelter - Daily Census
13. Resolution No. 15-2023
14. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
15. Royal Restrooms Invoice: Mobile Shower-Restroom Units
16. Rain for Rent Pump Invoice
17. Mike Clark Trucking Invoice
18. TopKnotch Security, Inc. Agreement
19. Municipal Code Chapter 9 - Civil Defense and Disaster
20. California Government Code 8558

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.

Martha A. Flores

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores

Martha A. Flores, Mayor

ATTEST:

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 March, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk

CITY OF PORTERVILLE * INCORPORATED MAY 7, 1902 *

By: _____

Fernando Gabriel-Moraga, Deputy City Clerk

Police Department
350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow
Chief of Police

March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

Jake Castellow
Chief of Police

Police Department
350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow
Chief of Police

March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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, 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. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.

2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breech in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:

    a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.

    b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.

    c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.

    d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.

4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.

5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.

9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641(a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

I FURTHER DIRECT 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 31st day of March 2023.

GAVIN NEWSOM
Governor of California

ATTEST:

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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, 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. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.

2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

   To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

   a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and

   b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.

3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

   The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:

   a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.

c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).

d. Any floodwater diverted is not diverted to and will not be applied to:

    i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;

    ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;

    iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

    iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.

e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.

f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:

    i. either existing diversion infrastructure or temporary pumps;

ii. no new permanent infrastructure or permanent construction; and

iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.

5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

   In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

   For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

   To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

   The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

   The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

   a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.

   b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).

   c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.

   d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

   e. Any floodwater diverted is not diverted to and will not be applied to:

      i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;

      ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;

      iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.

f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.

g. The diversion uses:

i. Either existing diversion infrastructure or temporary pumps;

ii. Existing groundwater recharge locations, where available;

iii. No new permanent infrastructure or permanent construction; and

iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.

h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:

i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;

ii. Identify the triggering condition from subparagraph (c) of this paragraph;

iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);

iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and

v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

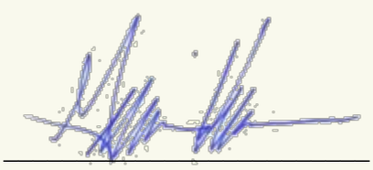
10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.

11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

I FURTHER DIRECT 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 17th day of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

FEMA
Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:	All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.
OTHER:	Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

###

LICENSE NUMBER	1221

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I. GENERAL PROVISIONS

1. AGREEMENT is for **non-exclusive weekday or weekend use** throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II. AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LILCENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.

13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.

14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.

15. The ONLY animals allowed inside PREMISES are *service animals* as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.

16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.

17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.

18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.

19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III. NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV. INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of $2,000,000, or
- Special event coverage with a limit of $2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V. HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI. FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII. DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV. SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

	Marsha A. Flores
INSTALLATION COMMANDER	CITY OF PORTERVILLE
DATE:	DATE: 04/21/2023
FOR THE ADJUTANT GENERAL	
DATE:	

MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and

b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services atthe Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE**.

a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES**. The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **DEBARMENT AND SUSPENSION.** CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. **CHANGES.** CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. **DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS.** The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. **DISASTER SERVICE WORKERS.** Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW**. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS**. Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION**. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. **AUTHORITY.** Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. **COUNTERPARTS.** This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

CITY OF PORTERVILLE

Date:_____

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

COUNTY
COUNTY OF TULARE

By: _____

Jason T. Britt
Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: _____

Matter No. 2023359

Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,

Office of Emergency Services
5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

Andrew Lockman
Office of Emergency Services Manager

LICENSE NUMBER	1221

LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I. GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.

4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.

5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.

6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.

7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.

8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.

9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.

10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.

11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.

12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.

13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.

14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II. AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "*service animal*" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES <u>without appropriate approval</u> shall be towed away by STATE's order and at LICENSEE's risk and expense.

III. NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:
City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:
California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:
SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV. INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of $2,000,000, or
- Special event coverage with a limit of $2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V. HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI. FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII. TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII. AMENDMENT AND TERMINATION

AGEEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGEEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII. DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV. SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog1 is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

	Marina A. Flores
FOR THE ADJUTANT GENERAL	CITY OF PORTERVILLE
DATE:	DATE: 05/17/2023

Porterville Army National Guard Armory

Temporary Evacuation Point and Shelter

Daily Census

Date:	Adults:	Youth:	Dogs:
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5

Date:	Adults:	Youth:	Dogs:
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3
Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4

Date:	Adults:	Youth:	Dogs:
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5
Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2

RESOLUTION NO. 15-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and

2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and

3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.

Martha A. Flores

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 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk

By: _____
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023

Bill To:

PORTERVILLE FIRE DEPARTMENT
40 W CLEVELAND
PORTERVILLE, CA 93257
Phone: 559-782-7526
Email: jrodriguez@ci.porterville.ca.us

Customer: PORTERVILLE FIRE DEPARTMENT

Ship To:

PORTERVILLE FIRE DEPARTMENT
40 W CLEVELAND
PORTERVILLE, CA 93257

Contact: JANIE RODRIGUEZ
PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	$250.00	20 ea	$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	$0.00	20 ea	$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	$0.00	20 ea	$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	$0.00	20 ea	$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	$32.00	20 ea	$ 640.00
6	Shipping	Freight	Freight Out	$256.00	1 ea	$ 256.00
7	Sale	Tax Expense	Tax Expense	$521.70	1 ea	$ 521.70

Subtotal:	**$6,417.70**
Sales Tax:	**$0.00**
Total:	**$6,417.70**

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

1452 N. Vasco Road #101
Livermore, Ca 94551
Phone: 877.922.9980
Fax:(925) 337-8878

Cage Code 5HJ93

DATE: 04-12-2023
INVOICE #
FOR:
BILL TO: Portable Restrooms
Donnie Moore
dmoore@ci.porterville.ca.us
,
(559) 782-7539

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	$4,250.00
1 Three Stall Shower/Restroom Combo	t	$4,850.00
Delivery	t	$100.00
Installation and Removal		$2,500.00
Before/After Hours or Same Day Services		$600.00

Due upon receipt-----For Royal Restrooms of California **W9 Click here.**

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied.If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomsca.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	$9,200.00
TAX RATE	9.250%
SALES TAX	$851.00
NON TAXABLE SUBTOTAL	$3,100.00
TOTAL	$13,151.00

INVOICE

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502
CUSTOMER CITY OF PORTERVILLE

CUSTOMER # 112354

NAME CITY OF PORTERVILLE

ADDRESS 291 N MAIN ST
PORTERVILLE CA 93257

PHONE

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1854595	3/30/2023	23-22734	4/29/2023

PLEASE PAY $77,396.67

SHIPPED TO JOBSITE:

NAME CITY OF PORTERVILLE

ADDRESS Corporation Yard
555 N Prospect St
Porterville CA 93257

PHONE

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	$65,685.06	$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	$5,158.57	$5,158.57	Y

TOTAL SALES:	$65,685.06
TOTAL RENTALS:	$0.00
TOTAL SERVICES:	$5,158.57
TOTAL OTHER:	$0.00
SUBTOTAL:	$70,843.63
TAX:	$6,553.04
TOTAL:	$77,396.67

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept all terms, conditions and provisions hereof upon execution of this agreement; ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com

INVOICE

BILL TO
City of Porterville
Street Superintendent, Field Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637
DATE 03/23/2023
DUE DATE 04/25/2023
TERMS Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	**$5,436.00**

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.

Name of person in charge: Amy Greybehl
Start 5/5/23
Event Date: month to month Price Per Guard: _____

Event Time: 8pm - 8AM How many guests: open

(Overtime is billed at $35 per hour) _____ Invite Only: Y/N

Event Location: ~~47~~ 29 Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2guards, check-in Guest by 8pm, lock gates, lights of by 10pm.

Balance Due for guaranteed hours $: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone Number: 559-782-7521

Client Email Address: agreybehl@ci.porterville.ca.us

Clients Home Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____(559)756-4570

Cashapp: _____ $maddym90 Check: X* _____ Cash:_____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG _____

Date: 5/5/23 _____

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG _____

• Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

• Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at $35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23

Topknotch Security Representative Signature Madeleine Morton Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) "State of war emergency" means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)