



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 21, 2023, 5:30 PM**

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<https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

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

City of Porterville – City Council Meeting of November 21, 2023

Please use the following link below to join the webinar:

https://us06web.zoom.us/j/89417187705?pwd=SToj9BQ8G1Eg6dU1R_V4oZJhb4ggYA.sWM5t3zRB847i8Qx

Or via Telephone: **1-669-900-6833** Webinar ID: **894 1718 7705** Passcode: **951010**

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: Laura Phifer. Agency claimed against: City of Porterville.

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

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

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

Pledge of Allegiance Led by Council Member Meister

Invocation

ORAL COMMUNICATIONS

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

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 - November 2, 2023
 2. Library & Literacy Commission - November 14, 2023
 3. Arts Commission - October 24, 2023
 4. Animal Control Commission
 5. Youth Commission - November 8, 2023
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase III Status Update - October 2023

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 November 7, 2023**
Re: Considering approval of the City Council draft Minutes of November 7, 2023.
2. **Authorization to Purchase Additional Water Shares or Surface Water for Groundwater Recharge**
Re: Consider authorization to purchase up to \$1.5 million in additional water shares or surface water for groundwater recharge for the 2023-2024 Fiscal Year.
3. **Authorization to Advertise for Bids - City Pool Improvements**
Re: Consideration to authorize the distribution of a Request for Qualifications for improvements to the Municipal Pool located at Murry Park.
4. **Authorization to Advertise for Bids - Veterans Park Multi-Use Trail, Phase 2 Project**
Re: Consideration to approve staff's recommended Plans and Project Manual and advertise for bids on the Veterans Park Multi-Use Trail located along the south and east portions of Veterans Park.
5. **Authorization to Advertise for Statement of Qualifications for Architectural/Engineering Services for the Porterville Municipal Airport**
Re: Authorizing staff to advertise for Statement of Qualifications for services to provide technical and professional services for the preparation of plans, specifications, special

studies, and analyses for the various capital improvement projects at the Porterville Municipal Airport.

6. **Authorization to Execute Consultant Agreement - Olive Avenue & Porter Road/Cloverleaf Street Traffic Signal Design**
Re: Approving a Consultant Service Agreement for the Olive Avenue & Porter Road/Cloverleaf Street Traffic Signal Project Design with 4Creeks, Inc in the amount of \$156,480; progress payments up to 100%; and appropriating an additional \$46,880 of Special Gas Tax to fully fund the project.
7. **Authorization to Execute Consultant Agreement - Hayes Field Lighting Project**
Re: Approving a Consultant Service Agreement for the Hayes Field Lighting Project with Green Energy Innovations in the amount of \$860,050; authorizing an additional \$86,005 for contingency, construction management, surveying, quality control and inspection services; and authorizing an appropriation of \$196,055 from the Capital Construction/Improvement Designated Fund to fully fund the project.
8. **Authorization to Execute Consultant Agreement - Newcomb Street & Mulberry Avenue Traffic Signal Design**
Re: Approving a Consultant Service Agreement for the Newcomb Street & Mulberry Avenue Traffic Signal Project Design with 4Creeks, Inc in the amount of \$139,139 and authorizing progress payments up to one hundred percent (100%) of the contract amount.
9. **Selection of On-Call Engineering Consultants to Add to Current List**
Re: Consider providing authorization to staff to negotiate contracts with Carollo, Peters Engineering Group, Provost & Pritchard, HydroScience, DPSI, and Borrelli & Associates for on-call engineering consulting services.
10. **Approval of Community Civic Event - Porterville Kiwanis Club - Food Trucks in the Park - December 2, 2023**
Re: Consideration to approve the Community Civic Event Application submitted by the Porterville Kiwanis Club to hold a "Food Trucks in the Park" event at Veterans Park on December 2, 2023, from 10:00 AM to 6:00 PM.
11. **City Council Member Requested Agenda Item - Consider Potential Modification to Article IV, Section G "Requests for Proclamations" Contained in the City Council Procedural Handbook**
Re: Considering a request by Council Member Weyhrauch to add an item to the City Council meeting Agenda for December 5, 2023, to consider potential modification to Article IV, Section G "Requests for Proclamations" contained in the City Council Procedural Handbook.
12. **City Council Member Requested Agenda Item - Consider a Draft Resolution Affirming the City's Commitment to the Principles of Individual Liberty, Conscience Rights, and Medical Freedom**
Re: Considering a request by Council Member Meister to add an item to the City Council meeting Agenda of December 5, 2023, to consider a draft Resolution affirming the City's commitment to the principles of individual liberty, conscience rights, and medical freedom.
13. **Status and Review of Local Drought Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

14. **Public Hearing and Consideration of Establishing New City Sewer Rates**
Re: Receiving public comment and consideration of increased City sewer rates.
15. **Public Hearing and Consideration of Establishing New Solid Waste Rates**
Re: Receiving public comment and the consideration of an increase in the City's solid waste rates.
16. **Public Hearing and Consideration of Establishing Recycled Water and Meter Rates**
Re: Receiving public comment and the consideration of establishing recycled water and meter rates pursuant to the Proposition 218 process.

SCHEDULED MATTERS

17. **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. Local Initiatives Navigation Center (LINC) Committee - November 8, 2023
2. CalVans Board - November 9, 2023
3. Tulare County Water Commission - November 13, 2023 - CANCELLED
4. Social Services Transportation Advisory Council (SSTAC) Meeting - November 14, 2023
5. Tulare County Task Force on Homelessness - November 15, 2023
6. Tulare County Regional Transit Agency (TCRTA) Board Meeting - November 15, 2023
7. Council of Cities - November 15, 2023 - CANCELLED
8. Library Facility Planning Committee Meeting - November 16, 2023
9. Porterville Area Development Authority (PADA) Meeting - November 17, 2023
10. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - November 20, 2023 - CANCELLED

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

Any Closed Session Items not completed prior to 6:30 p.m. will be considered at this time.

ADJOURNMENT - to the meeting of December 5, 2023, at 5:30 p.m.

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

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



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: 1. Water Conservation Phase III Status Update - October 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 III to Phase IV of the City's Water Conservation Plan as of October 1, 2023. The Water Conservation Plan applies to all municipal water users within or outside the city limits.

The Phase IV plan reduces outdoor watering to one day per week, with "odd" addresses allowed to water on Saturday and "even" addresses allowed to water on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed on Monday, Tuesday, Wednesday, 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 October 2023 show that eight notices of violations were issued for water wasting, and nineteen (19) administrative citations were issued.

Water production for October 2023 reflects a three percent (3%) decrease from the 5-year average. The monthly production for October was 307 million gallons, which is a twenty-four percent (24%) decrease compared to October 2013 at 402 million gallons. Residential consumption for October 2023 was 111 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 October 2015 through October 2023. Porterville's cumulative total production conservation through October 2023 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts

will be reflected from October 2015 through October 2023. Porterville's cumulative total GPCD conservation through October 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 three (3%) decrease from October 2022 to October 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 October 2023
2. Monthly Production Status GPCD October 2023
3. Drought Response Phase IV Flyer

Appropriated/Funded:

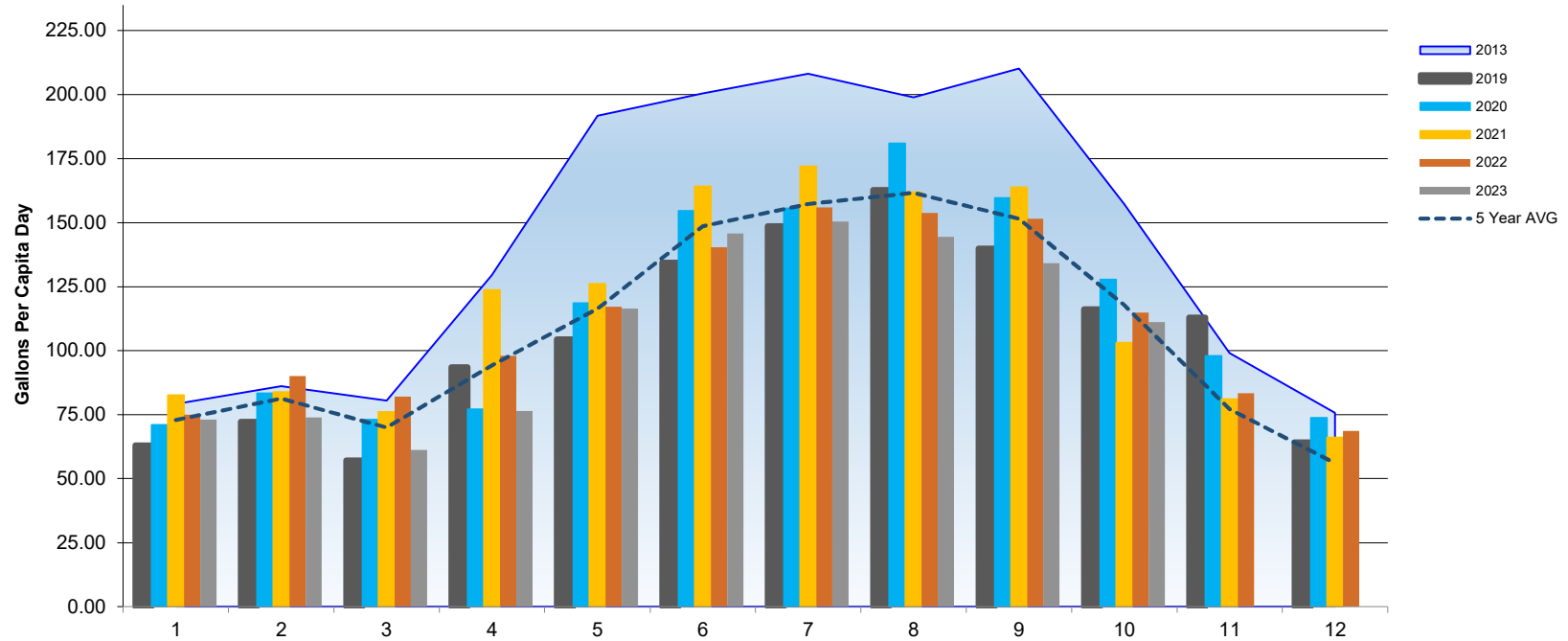
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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



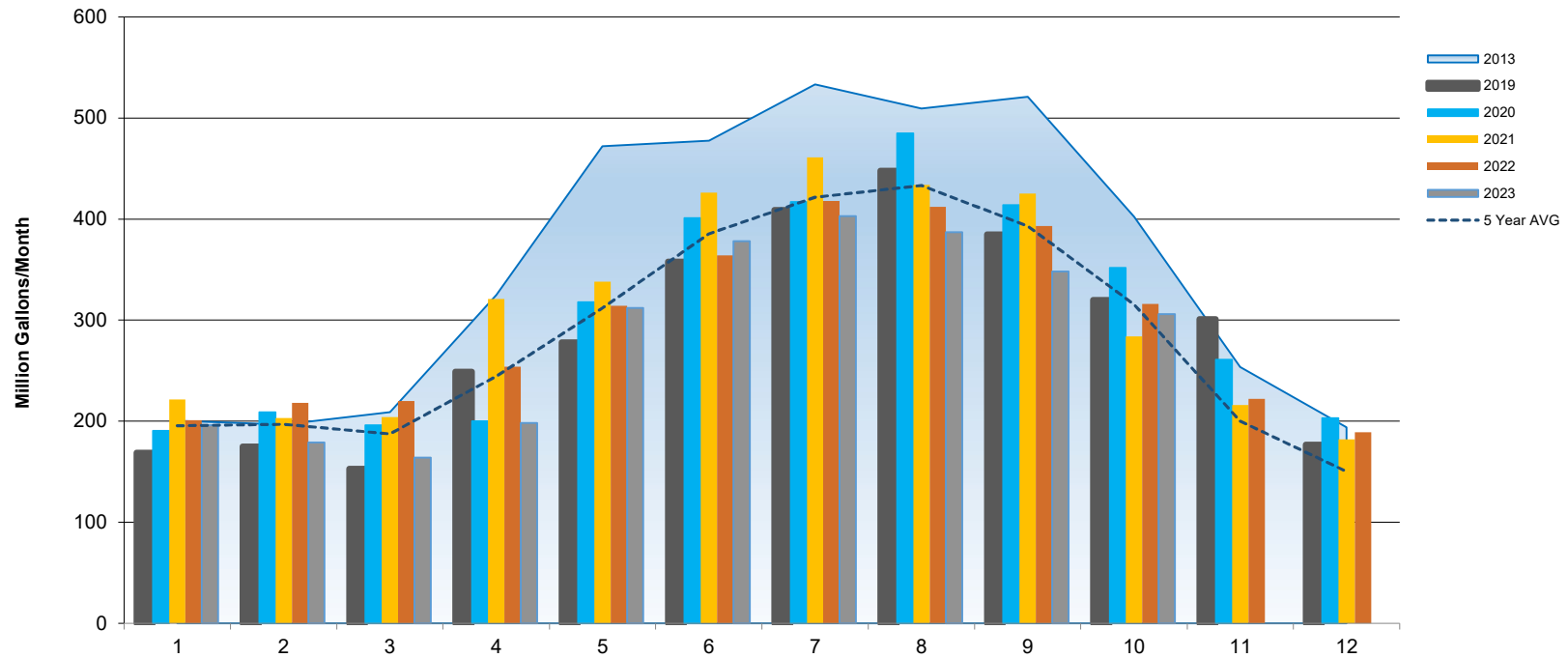
GPCD

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%	-24%	-28%	-27%	-16%	-9%
	2023	-19%	-29%	-21%	-29%	-41%	-30%	-19%	-24%	-21%	-25%		

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
October 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%	-24%	-24%	-33%	-20%		

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Approval of Draft Minutes of November 7, 2023

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of November 7, 2023.

RECOMMENDATION: That the Council approve the draft Minutes of November 7, 2023.

ATTACHMENTS: 1. Draft Minutes 11-07-2023

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: Patrice Hildreth, Deputy City Manager

Item No.

1.

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 7, 2023, 5:30 PM**

Call 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: 53 North Main Street, Porterville, Ca. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Sam Zenz. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 268-100-005. Agency Negotiators: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Thomas J. and Deborah L. O' Sullivan Trust. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Eduardo Velasquez. Agency Claimed Against: City of Porterville.

4 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to Litigation: Two (2) 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.

6:45 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

A-3. On a MOTION made by Council Member Weyhrauch, and SECONDED by Vice Mayor Carrillo, the City Council unanimously rejected the claim filed by Eduardo Velasquez.

Documentation: M.O. 01-110723

Disposition: Claim rejected.

The Pledge of Allegiance was led by Mayor Flores.

Invocation – a member of the public came forward and gave an invocation.

PRESENTATIONS

Police Department's Special Methods and Resources Team

ORAL COMMUNICATIONS

- Ed McKerverey, Porterville, lauded the SMART Program presentation and asked what the community can do to assist. He also stated that the rule of law must be restored in the city.
- Randy Minnick, Porterville, voiced concern with a 30-day notice he received from the City concerning the repair of the sidewalk, curbs and/or gutters adjacent to his property and declared that the City owned the property in question.
- Brock Neeley, Porterville, presented the Council with documentation regarding the American Conservatory non-profit; and stated that the Police Department should be aware of a ballot in the March Primary that could assist in funding the SMART Program.
- Gale Nuckols, Porterville, voiced concern with the high amount of traffic that occurs near the Eagle Mountain Casino.
- Kristy Martin, Porterville Chamber of Commerce, reported on board member changes, stated annual statistics and membership numbers which could be found on its website, said the State of the City Address will be presented at the First Friday Coffee event, and discussed business after hours, ribbon cuttings, and the Shop Local Program.

REPORTS

I. Staff Informational Reports

Charitable Car Washes Quarterly Report Calendar Year 2023

Code Enforcement Quarterly Report FY 2023-2024 (July - September 2023)

Golf Course Quarterly Report FY 2023-2024 (July - September 2023)

Ohv Park Quarterly Report FY 2023-2024 (July - September 2023)

Building Permit Activity Quarterly Report FY 2023-2024 (July - September 2023)

Street Performance Measure Quarterly Report FY 2023-2024 (July - September 2023)

City Commission And Committee Attendance Quarterly Report FY 2023-2024
(July - September 2023)

City Council Member Appointments Attendance Quarterly Report FY 2023-2024
(July - September 2023)

Proclamation Issuance Quarterly Report FY 2023-2024 (July - September 2023)

CONSENT CALENDAR

Item Nos. 11, 12, and 16 were removed for further discussion at the request of Council Member Weyhrauch.

COUNCIL ACTION: MOVED by Council Member Donald Weyhrauch, SECONDED by Vice Mayor Kellie Carrillo that the City Council approve Items Nos. 1-10, 13-15, and 17-22. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF JULY 18, 2023, OCTOBER 3, 2023, AND OCTOBER 17, 2023

Recommendation: That the Council approve the draft Minutes of July 18, 2023, October 3, 2023, and October 17, 2023.

Documentation: M.O. 02-110723

Disposition: Approved.

2. REQUEST TO PURCHASE COMMUNICATION EQUIPMENT

Recommendation: That the City Council approve the purchase of ten (10) BKR500-P Series Portable Radios, including necessary accessories such as antennas, batteries, chargers, and external microphones from Cooks Communications for \$26,505.99 plus a ten percent (10%) contingency totaling \$29,156.59; utilizing funds from the Fire Department's equipment replacement account.

Documentation: M.O. 03-110723

Disposition: Approved.

3. AUTHORIZATION TO EXECUTE AN AGREEMENT WITH JAXON ENTERPRISES

Recommendation: That the City Council authorize the Public Works Director to negotiate and enter into an Agreement with Jaxon Enterprises for the purchase of asphalt grindings in exchange for purchase credit to be applied towards City self-performed street maintenance materials.

Documentation: M.O. 04-110723

Disposition: Approved.

4. DONATION OF NON-SERVICED SELF-CONTAINED BREATHING APPARATUS TO THE PORTERVILLE COLLEGE FIRE ACADEMY

Recommendation: That the City Council authorize the donation of the 17 SCBAs and air cylinders to Porterville College.

Documentation: M.O. 05-110723

Disposition: Approved.

5. AWARD OF CONTRACT - ON-CALL RIGHT-OF-WAY AND APPRAISAL CONSULTING SERVICES

Recommendation: That the City Council:

1. Authorize staff to negotiate on-call contracts with Hamner, Jewell, & Associates, Interwest Consulting Group, Paragon Partners, The Dore Group, Hopper Company, and Desmond, Marcello & Amster;
2. Authorize the Mayor to sign contract documents;
3. Authorize the Assistant City Manager to sign task orders; and
4. Authorize staff to make payments up to one hundred percent (100%) upon satisfactory completion of tasks.

Documentation: M.O. 06-110723

Disposition: Approved.

6. ACCEPTANCE OF PROJECT - ISLAND ANNEXATION 474B SEWER PROJECT

Recommendation: That the City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the five percent (5%) retention thirty-five (35) days after recordation, provided no stop notices have been filed.

Documentation: M.O. 07-110723

Disposition: Approved.

7. AUTHORIZATION TO EXECUTE COOPERATIVE AGREEMENT WITH TULARE COUNTY ASSOCIATION OF GOVERNMENTS AND THE TULE RIVER TRIBE

Recommendation: That the City Council:

1. Approve entering into a Cooperative Agreement with the Tulare County Association of Governments and the Tule River Tribe for the Tule River Tribe Village Corridor and Two Pedestrian Bridges Project;
2. Authorize the City Manager to sign said Agreement upon

approval of all parties and respective legal counsel; and
3. Direct the Assistant City Manager to send the signed agreement to TCAG and the Tule River Tribe for Final Execution.

Documentation: M.O. 08-110723

Disposition: Approved.

8. AUTHORIZATION TO EXECUTE CONSULTANT AGREEMENT -
EMERGENCY OPERATIONS CENTER & PUBLIC SAFETY
HEADQUARTERS

Recommendation: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the first step in the design of the Emergency Operations Center & Public Safety Headquarters with COAR Design Group in an amount not to exceed \$197,400; and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

Documentation: M.O. 09-110723

Disposition: Approved.

9. FLEET MANAGEMENT SOFTWARE RENEWAL

Recommendation: That the City Council:

1. Approve the software contract with Ron Turley Associates for one year in the amount of \$12,512.00; and
2. Authorize payment for these services from the Equipment Maintenance Shop Operating Budget.

Documentation: M.O. 10-110723

Disposition: Approved.

10. REQUEST FOR APPROVAL TO RENEW VAST NETWORKS INTERNET
SERVICES

Recommendation: That the City Council approve the purchase of Vast Networks fiber internet services at a cost of \$14,400 annually for three years.

Documentation: M.O. 11-110723

Disposition: Approved.

13. EAST PORTERVILLE WATER CONNECTION SECOND DWELLING UNIT

Recommendation: That the City Council adopt the draft Resolution approving a second water service connection at 1513 E. Roby Avenue.

Documentation: Resolution No. 64-2023

Disposition: Approved.

14. CONSENT TO SUBLET - LOT NO. 34F AT THE PORTERVILLE MUNICIPAL AIRPORT

Recommendation: That the City Council:

1. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 34F at the Porterville Municipal Airport to AM & FM Landucci Properties, LLC, commencing on October 1, 2023; and
2. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 34F on behalf of the City.

Documentation: M.O. 12-110723

Disposition: Approved.

15. CONSENT TO SUBLET - LOT NO. 35 AT THE PORTERVILLE MUNICIPAL AIRPORT

Recommendation: That the City Council:

1. Authorize the Lessee, Michael Quatacker and Debbie Quatacker, to sublet airport hangar #3 on Lot No. 35 at the Porterville Municipal Airport to Derral Bryan commencing October 1, 2023; and
2. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 35 on behalf of the City.

Documentation: M.O. 13-110723

Disposition: Approved.

17. QUARTERLY INVESTMENT PORTFOLIO

Recommendation: That the City Council accept the quarterly Investment Portfolio Summary Report.

Documentation: M.O. 14-110723

Disposition: Approved.

18. APPROVAL OF COMMUNITY CIVIC EVENT - TULE RIVER TRIBE - TULE RIVER VETERANS POWWOW OVERNIGHT CAMPING - NOVEMBER 10 - 12, 2023

Recommendation: That the City Council approve the Community Civic Event Application submitted by the Tule River Tribe to use the Porterville Sports Complex for overnight camping during the Tule River Veterans Powwow on November 10th through November 12th, 2023, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 15-110723

Disposition: Approved.

19. APPROVAL OF COMMUNITY CIVIC EVENT - SUNNYSIDE SCHOOL - RUN 4 A REASON - NOVEMBER 18, 2023

Recommendation: That the City Council approve the Community Civic Event application submitted by Sunnyside School to hold a "Run 4 A Reason" event on November 18, 2023 subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 16-110723

Disposition: Approved.

20. APPROVAL OF COMMUNITY CIVIC EVENT - ROTARY CLUB OF PORTERVILLE AND PORTERVILLE CHAMBER OF COMMERCE - CHILDREN'S CHRISTMAS PARADE - NOVEMBER 30, 2023 (ALTERNATIVELY ON DECEMBER 7, 2023, IN THE EVENT OF RAIN)

Recommendation: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Rotary Club of Porterville and the Porterville Chamber of Commerce to hold the Children's Christmas Parade on November 30, 2023, or alternatively on December 7, 2023, in the event of rain, subject to the requirements and restrictions that are listed on the attached copy of the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 17-110723

Disposition: Approved.

21. REQUEST FOR STREET CLOSURE: 29TH ANNUAL MYERS CHRISTMAS MEMORIAL TREE LIGHTING - DECEMBER 12, 2023

Recommendation: That the City Council approve the closure of "E" Street, between Putnam and Cleveland Avenues, on December 12, 2023, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

Documentation: M.O. 18-110723

Disposition: Approved.

22. 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. 19-110723

Disposition: Approved.

SCHEDULED MATTERS

23. REVIEW PROCESS FOR FIREWORKS SALES

Recommendation: That the City Council consider the report and provide direction on the process by which fireworks sales are conducted annually within the city of Porterville

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

Consensus of the Council was to not make any changes to the process for which fireworks sales are conducted in the city.

Documentation: None.

Disposition: Status quo.

24. 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.

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

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

Documentation: M.O. 20-110723

Disposition: Approved.

11. AUTHORIZATION TO EXECUTE CONSULTANT AGREEMENT -
SKATEPARK IMPROVEMENT PROJECT

Recommendation: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Skatepark Improvements Project with Spohn Ranch, Inc in the amount of \$190,000;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize an additional \$5,000 for contingency, construction management, surveying, quality control and inspection services; and
4. Approve the draft Resolution authorizing an appropriation of \$95,000 from the Capital Construction/Improvement Designated Fund to fully fund the Skatepark Improvement Project.

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 Engineering and Project Director to execute the Consultant Service Agreement for the Skatepark Improvements Projects with Spohn Ranch, Inc., in the amount of \$190,000; authorize progress payments up to one hundred percent (100%) of the contract amount; authorize an additional \$5,000 for contingency; and approve the draft Resolution authorizing an appropriation of \$95,000 from the Capital Construction/Improvement Designated Fund to fully fund the project. The motion carried unanimously.

Documentation: M.O. 21-110723, Resolution No. 65-2023

Disposition: Approved.

12. AUTHORIZATION TO EXECUTE CONSULTANT AGREEMENT - GOLF COURSE DRIVING RANGE NETTING PROJECT

Recommendation: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Golf Course Driving Range Netting Project with Judge Netting, Inc in an amount not to exceed \$247,000;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount; and
3. Authorize an additional \$5,000 for contingency, construction management, surveying, quality control and inspection services.

City Manager Lollis introduced the item and presented the staff report and clarified questions posed by Council Member Weyhrauch.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Meister, that the City Council authorize the Engineering & Project

Management Management Director to execute the Consultant Service Agreement for the Golf Course Driving Range Netting Project located at the Porterville Municipal Golf Course, with Judge Netting, Inc in an amount not to exceed \$247,000; authorize progress payments up to one hundred percent (100%) of the contract amount; and authorize an additional \$5,000 for contingency, construction management, surveying, quality control and inspection services. The motion carried unanimously.

Documentation: M.O. 22-110723

Disposition: Approved.

16. FINANCIAL STATUS REPORTS

Recommendation: That the City Council accept the Financial Status Reports as presented.

City Manager Lollis introduced the item and presented the staff report and clarified the report in response to questions posed by Council Member Weyhrauch.

COUNCIL ACTION: MOVED by Council Member Weyhrauch, SECONDED by Council Member Meister that the City Council accept the Financial Status Reports as presented. The motion carried unanimously.

Documentation: M.O. 23-110723

Disposition: Approved.

1. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - October 16, 2023 (Report Continued)

Mayor Flores reported on the adoption of resolutions, the approval of Minutes, the approval of the 2023 Combines CMAQ/CRP Policy, as well as several informational reports.

2. Tulare County Task Force on Homelessness - October 18, 2023

No report was provided.

3. Tulare County Economic Development Corporation (TCEDC) - October 25, 2023

Mayor Flores reported on those in attendance, the approval of Minutes, two presentations by Valley Children's Healthcare and Caltrans Tech Institute, and project and client services and staff updates.

4. Internal City Audit Committee - October 25, 2023

Mayor Flores reported on the approval of Minutes, the review of the Tulare County Junior Livestock Show and Community Fair License and Development Agreement, the Review of the PSW Lease Agreement, and the review of the process by which Community Civic Events are held within the city.

5. Porterville Area Development Authority - October 27, 2023

No report was provided.

6. Easter Tule Groundwater Sustainability Agency (ETGSA) Board - November 2, 2023
Council Member Weyhrauch reported on the approval of Minutes, the approval of ratification of bills to be paid, and various administration updates and reports.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, encouraged the City Council to speak with veterans regarding firework noises and suggested raising park impact fees as a means of funding the golf course.

OTHER MATTERS

- Council Member Beltran provided an update of the Winter Coat Giveaway, lauded City staff for being good stewards of tax payer dollars, spoke of the Fire Departments donation of equipment to the Academy, and touched on upcoming Veterans Day Parade.
- Council Member Weyhrauch, wished his wife Brenda and Fire Chief Bryan Cogburn a Happy Birthday, thanked City staff and Granite Construction for the Main Street Reconstruction, and spoke of annual fire inspections with regard to daycares.
- Council Member Meister discussed a phone call he received in regards to Prop 218 Opposition, congratulated Scott Bowler for being selected as Board Chair, described Michael Knight as the Man of the Year Award nominee, and praised the writing abilities of City Manager Lollis. Furthermore, he stated that he would be bringing forward a Medical Freedom Proclamation and would like his colleagues to sign it.
- Mayor Flores offered condolences to Vice Mayor Carrillo in the loss of a family member, requested members of the Joint City/School District Committee to inquire about the policy concerning students communicating via email with elected officials, and mentioned attending various events including the CHMA Dia De Los Muertos, and dinner at the Elks Lodge. She also spoke of the upcoming Veterans Day Parade, a ribbon cutting, and a migrant workers conference.
- City Manager Lollis spoke of the Fall Employee Luncheon, stated thanks to Mike Knight and his team as well as Human Resources staff for their excellent work in putting on the employee luncheon; noted the safe Halloween holiday, and voiced appreciation for all of staff's hard work in preparing for the Veterans Day Parade.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 8:39 p.m. to the meeting of November 21, 2023, at 5:30 P.M.

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Purchase Additional Water Shares or Surface Water for Groundwater Recharge

SOURCE: Public Works

COMMENT: The City Council has annually approved staff's request to fund the purchase of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge, which offsets groundwater pumping demands.

It has been the Council's direction to increase the City's holdings and water rights when opportunities arise. At its meeting on June 20, 2023, the Council provided authorization for the Public Works Director and/or the City Manager's designee to submit bids for share purchases and to negotiate surface water purchases with local irrigation districts that may have water available for sale to be used as groundwater recharge up to \$800,000. Since the Council's approval for the annual expenditure and the end of the irrigation year, surface water rates have been increased due to capital costs of maintenance by the irrigation districts.

The City has an opportunity to secure additional Pioneer Shares, increasing its share total to beyond 483, equating to 725 acre-feet annually. The March 2023 storm events have made an excess supply for which the City received surface water totals from the 2022-2023 irrigation year deliveries at roughly 11,123 acre-feet of water available to the City for purchase. The total cost to secure surface water for recharge is expected to exceed the Council's current expenditure authorization of \$800,000. The cost to cover all current allocations available to the City is \$497,125, with a projected cost for the remaining Fiscal Year of \$447,500.

Staff proposes that the Council authorize an additional \$1.5 million to cover the current allocation for continued performance through the end of the 2023-2024 Fiscal Year. This increased expenditure would allow the City to bid on any available water shares in the 2023-2024 Fiscal Year, with Pioneer Water Company or other water entities who may have available water for purchase, while also allowing for the purchase of surface water being offered for sale. An additional \$1.5 million has been set aside for alternative water capacity sources in the Fiscal Year 2023-2024 capital improvement plan with funding from the Water Replacement Fund.

Item No.

RECOMMENDATION: That the City Council authorize the Public Works Director, or the City Manager's designee, to purchase up to an additional \$1.5 million of water shares or surface water during the 2023-2024 Fiscal Year.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Advertise for Bids - City Pool Improvements

SOURCE: Parks and Leisure Services

COMMENT: The City Pool, located in Murry Park at 97 N Park Drive, underwent a significant renovation in 2005. The two kiddie pools on the east side of the facility were replaced with an artificial turf observation area. The pool shape was changed, and a zero-depth entry was installed. Also, some water play features were added, including raised water buckets that fill and dump water. Additionally, a mandatory anti-entrapment shield drain was also installed.

It has been over eighteen (18) years since those major renovations took place. The City Pool continues to be an extremely popular amenity that the public enjoys from Memorial Day through Labor Day each year. Hundreds of children each summer receive swim lessons in addition to the thousands of locals that visit the pool for recreational swimming. There are many items in need of repair in order for this facility to operate safely. Staff proposes that one qualified professional be selected to provide full-service design and construction services including replastering the pool, replacing pool tiles, replacing the anti-entrapment pool drain cover, replacing the one-meter diving board/tower and related foundation as needed, repairing the buckets water feature, replacing deck drains and resurface related areas, and replacing the gutters.

The adopted Fiscal Year 2023-2024 Capital Improvement Projects list includes \$350,000 from the General Fund Facility Deferred Maintenance Designated Fund for the pool tiles and replastering portion of the project. Staff recommends that should there be any remaining expenses from the other portions of the project, that those expenditures also be paid from the same fund.

RECOMMENDATION: That the City Council authorize the distribution of a Request for Qualifications for City Pool improvements.

ATTACHMENTS:

1. Request for Qualifications Project Description
2. Draft Request for Qualifications
3. Locator Map

Appropriated/Funded:

Review By:

Item No.

3.

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR CITY POOL IMPROVEMENTS PROJECT**

The City of Porterville seeks “Statement of Qualifications” (SOQ) from professionals interested in providing construction services for the City Pool Improvements Project. The City intends to select one (1) qualified professional to provide full-service design and construction services including replastering the pool, replacing pool tiles, replacing pool drain cover, replacing diving board and related foundation as needed, repairing the buckets water feature, replacing deck drains and resurface related areas, and replacing the gutter for the Porterville City Pool. This document identifies the general project scope and procedures for the selected firm’s involvement in this process. Responding firms must have relevant experience and the ability to provide the requisite professional services.

A non-mandatory job walk is scheduled for December 14, 2023.

SCOPE OF SERVICES:

The firm will respond directly to the Engineering and Project Management Director or their designee on the project. The selected firm will perform, but not be limited to the following tasks:

1. Meet with City staff to ascertain the full scope of work and determine the level and amount of information and drawings available to the firm to assist in the preparation of the formal “scope of service”. Said scope shall be prepared and transmitted to the City for review and concurrence. The firm shall include their “fee” for all work described in the scope of services and, if acceptable to the City, the scope of services and associated fee shall form the basis for the Contract Services Agreement. A brief description of some of the work needed is listed below.
2. Provide clarifications and answer questions as needed.
3. Coordinate early consultation and ongoing meetings with City staff.
4. The firm shall provide a working schedule indicating major milestones to complete the work identified in the scope of services above.
5. The firm will be required to perform field data collection necessary to complete the requirements of the Project. The firm is solely responsible for safety of its employees including any sub-contracted employees during any field operations.
6. The firm shall provide project management to a level commensurate with the Project including clearly defined lines of communication between the City and the firm, coordination necessary for successful completion of the Project, timely invoicing for services rendered, and notification of tasks outside the executed Agreement.

DESIRABLE QUALIFICATIONS OF THE CONTRACTOR:

The City is seeking a qualified professional with the following qualifications:

1. Experience in similar size and scope for pool improvement projects.
2. The company should be comprised of professionals with the technical competence and resources to perform the work specific to this RFQ.
3. The company should include the proper mix of professionals capable of producing the desired outcome of CITY.

LOCAL AGENCY RESPONSIBILITIES:

The FIRM will report to the CITY's Contract Administrator. The FIRM shall not proceed with any work until the CITY provides the Notice to Proceed to the FIRM.

The CITY's Contract Administrator will directly handle the project management and monitoring of the FIRM's work to ensure it is complete, accurate, and consistent with the terms and conditions of the FIRM's contract. The Contract Administrator and designees will also inspect, review, and discuss project progress, comply with Federal, State and Local policies and regulations, and other requirements to further the prosecution of the contract work with the least delay.

The CITY's Contract Administrator (or designee) shall be responsible for the following:

- Serve as the CITY's primary contact person for the FIRM
- Monitor the FIRM's progress and provide direction
- Review billings and determine whether costs billed are reasonable in relation to the work performed during billing period
- Approve the FIRM's progress payments
- Identify other CITY personnel for FIRM to contact, if needed
- Provide access to CITY facilities as required
- Provide available data pertinent to the Project
- Provide FIRM with CITY documents including policies, procedures, regulations and standards pertinent to the Project
- Examine documents submitted to CITY by FIRM and render decisions pertaining thereto in a timely manner



REQUEST FOR QUALIFICATIONS

**Professional Services – City Pool Improvements Project
November 2023**

**PREPARED BY:
PARKS AND LEISURE SERVICES DEPARTMENT
November 2023**

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) from qualified firms to provide professional construction services for the City Pool Improvements Project. This document identifies the general project scope and procedures for involvement in this process. Responding firms must have relevant experience and the ability to provide the requisite professional services.

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 RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this RFQ will be made via written addendum. No verbal modification shall be binding.

IV PROPOSAL REQUIREMENTS:

Proposals for this project will be accepted at this office until 4:00 p.m., on Friday, January 5, 2024. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for City Pool Improvements Project." 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 RFQ 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 RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ 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 CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ 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 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 project. Should the CONSULTANT's primary representative be unable to continue with the project, 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 this project. 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 this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Sarah Weaver, Project Manager, shall be the Contract Administrator and contact person for all communications with CITY.

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.

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 subconsultants arising out of performance requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractor's or subconsultant's shall be allowed to perform work for this project. 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 this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

XIII PROPOSAL EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. CONSULTANT(s) experience with similar projects;
- B. CONSULTANT(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. CONSULTANT(s) understanding of the project requirements;
- D. CONSULTANT(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. CONSULTANT(s) policy in providing Equal Employment Opportunity; and
- F. CONSULTANT(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 second week of February 2024. 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.

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 CONSULTANT 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 CONSULTANT's desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The chosen CONSULTANT is expected to be presented at the City Council meeting scheduled for Tuesday, February 6, 2024. 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, and cancel any or all portions of this RFQ and resulting Contract.

XVII COMPENSATION:

- A. All items of work required for completion of the project/s to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. 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. If 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. 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 brief and include a concise address of the following information:

A. Firm Experience:

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

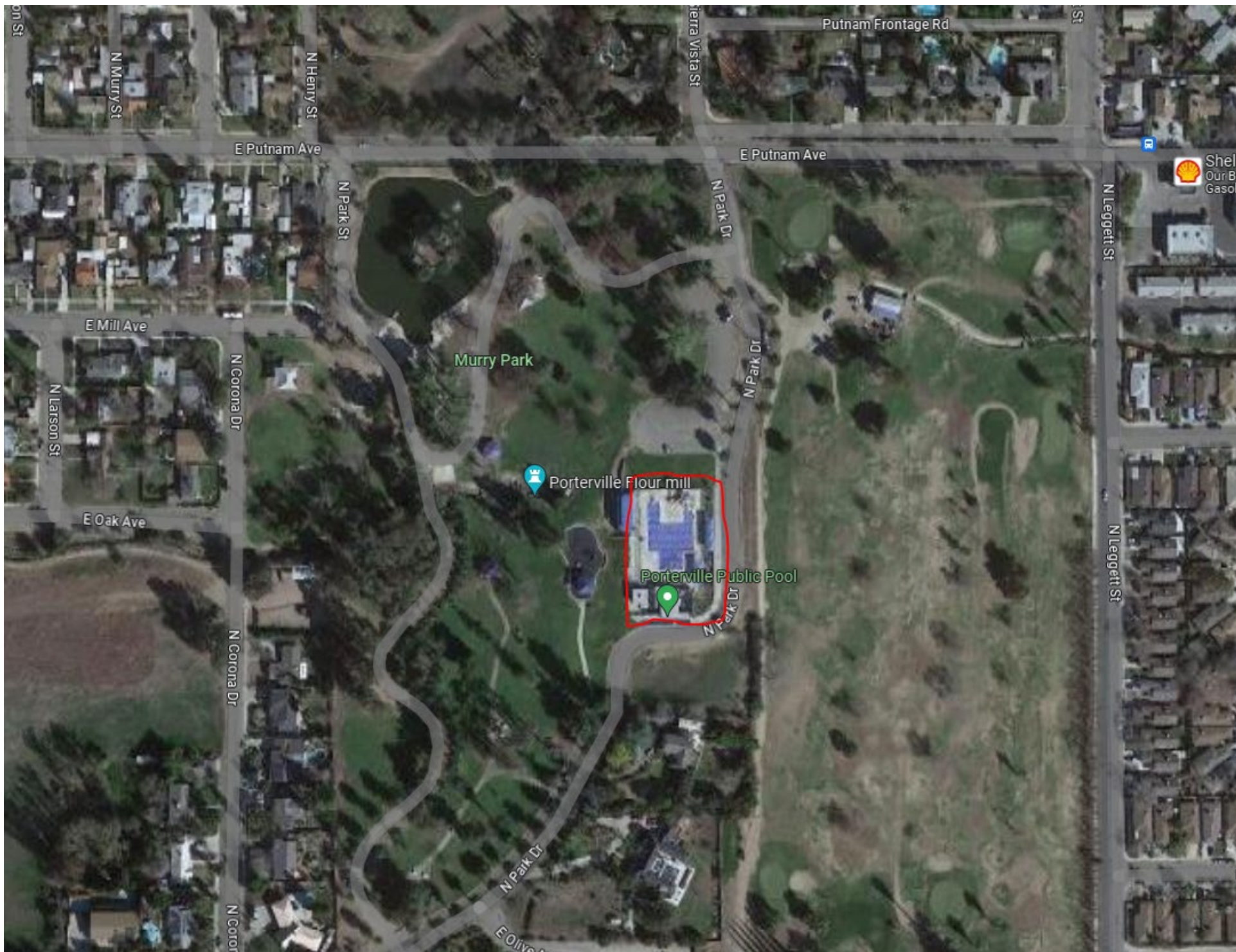
B. Consultant Team:

Name of prime consulting firm, subconsultant(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 subconsultant's are used, names of subconsultant's 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 subconsultant.
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. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response addressing each of the items, 'a' through 'p', as shown in the City's "Consultant Selection Rating Form"; and
 - h. 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 COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Advertise for Bids - Veterans Park Multi-Use Trail, Phase 2 Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Veterans Park Multi-Use Trail, Phase 2 Project. The project will include the construction of a new bike and pedestrian trail along the south and east portions of Veterans Park that will connect to the existing trail along the north and west ends of the park. This extension of the trail, approximately one mile in length, will include solar lighting, public safety beacons, and bench seating.

The Engineer's Estimate of Probable Cost for the project is \$1,636,240. An additional \$163,624 is necessary for construction contingency (10%) and \$163,624 is required for construction management, surveying quality control and inspection services (10%), equating to a total construction cost of \$1,963,488. Funding for this project is approved in the 2023-2024 Fiscal Year Budget with Measure R - Alternate Transportation Funds.

RECOMMENDATION: That the City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922;
4. Approve the attached draft Resolution in support of the Program Supplement to the Cooperative Agreement; and
5. Authorize the Mayor and City Clerk to execute the Program Supplement.

ATTACHMENTS:

1. Draft Resolution
2. Measure 'R' Program Supplement to Cooperative Agreement
3. Engineer's Estimate
4. Locator Map

Appropriated/Funded:

Review By:

Item No.

4.

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING AND APPROVING THE SUPPORT OF THE CITY COUNCIL FOR THE
VETERANS PARK MULTI-USE TRAIL, PHASE 2 PROJECT

WHEREAS, the City of Porterville Bike and Pedestrian Program is eligible to receive 100% reimbursement for the design, construction management and quality control costs (\$295,979), and \$1,799,864 reimbursement for the construction costs (Exhibit "A") associated with the Veterans Park Multi-Use Trail, Phase 2 Project, which meets the Measure 'R' guidelines and City General Plan for alternate modes of travel; and

WHEREAS, the Tulare County Association of Governments is requesting that the City of Porterville approve and submit a Supplemental Agreement that will allow the City to receive reimbursement for all design costs incurred in Fiscal Year 2022/2023 and all construction and construction management costs incurred in Fiscal Year 2023/204;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the Veterans Park Multi-Use Trail, Phase 2 Project and authorizes the Mayor and City Clerk to execute the Program Supplement and any other related documents as may be required.

PASSED, APPROVED and ADOPTED this 21st day of November, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT "A"

Veterans Park Multi-Use Trail, Phase 2 Project

Project Scope

Development of a multi-use trail (approximately 1 mile in length) to include solar lighting and benches and connecting to the existing trail at the north end of the park.

Project Costs

Veterans Park Multi-Use Trail, Phase 2	Engineer's Estimate
Construction & Construction Contingency	\$1,799,864.00
Construction Management and Quality Control	\$163,624.00
Right of Way	\$0.00
Preparation Plans, Specifications and Estimate, Environmental Documentation and Caltrans Project Approval	\$132,355.00
Total Estimated Costs	\$2,095,843.00
Current Funding Sources	
Measure 'R' Preliminary Engineering, Construction and Construction Management	\$2,095,843.00
Total Funding Available	\$2,095,843.00

Project Schedule

Veterans Park Multi-Use Trail, Phase 2 Project Tasks	Date
Environmental (PA/ED) complete	10/31/2023
Design (PS&E) complete	10/31/2023
Authorization to Advertise Project	11/21/2023
Award Construction Project (Anticipated)	01/31/2024
Begin Construction	04/01/2024
End Construction	08/30/2024

MEASURE 'R' PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

This Program Supplement is made and entered into on **November 21, 2023**, by and between the City of Porterville ("Sponsor") and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Local Transportation Authority ("Authority").

This Program Supplement hereby incorporates the "Measure 'R' Cooperative Agreement" for Measure 'R' expenditures, which was entered into between the Sponsor and the Authority on May 29, 2007, and is subject to all terms and conditions thereof. This Program Supplement is executed under authority of Resolution No. ____-2023, approved by the Sponsor on November 15, 2023 (see copy attached).

Project scope and costs are incorporated herein as Exhibit "A" and agreed upon by Sponsor and Authority.

Covenants of Sponsor

- 1.1. SPONSOR agrees that it will only proceed with work authorized for specific phase(s) with a written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY action.
- 1.2. The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3. Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4. Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5. If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and billing amount.

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

COUNTY OF TULARE
TRANSPORTATION AUTHORITY

CITY OF PORTERVILLE

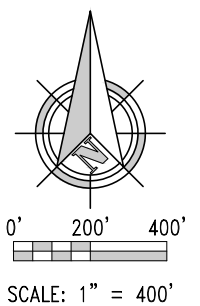
By: _____
Authority Director

By: _____
Martha A. Flores, Mayor

Attest:

By: _____
John D. Lollis, City Clerk

9446 - VETERANS PARK MULTI-USE TRAIL, PHASE 2					
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE (\$)	TOTAL (\$)
PARTICIPATING BID ITEMS					
1	Mobilization & Demolition	1	LS	10,000.00	10,000.00
2	Furnish & Implement Traffic Control System	1	LS	15,000.00	15,000.00
3	Unknown Utility Conflicts	1	LS	15,000.00	15,000.00
4	SWPPP, Stormwater Pollution Prevention Plan	1	LS	10,000.00	10,000.00
5	Dust Control and Project Site Maintenance	1	LS	5,000.00	5,000.00
6	Construction Notification Signs	4	EA	3,500.00	14,000.00
7	Tree Removal, Clearing & Grubbing and Demolition	1	LS	4,000.00	4,000.00
8	Remove Exist. Trail Surfacing	4927	SY	4.00	19,708.00
9	4-Inch Concrete Sidewalk - Trail	41279	SF	10.00	412,790.00
10	6-Inch x 24-Inch - Wide Decomposed Granite	20765	SF	8.00	166,120.00
11	Security Fencing	340	LF	50.00	17,000.00
12	Solar Trail Lights	51	EA	10,000.00	510,000.00
13	Trail Earthwork, Grading & Compaction	1	LS	100,000.00	100,000.00
14	Block Wall	92	LF	150.00	13,800.00
15	4-Inch Concrete at Seating Areas	240	SF	10.00	2,400.00
16	Benches	6	EA	5,500.00	33,000.00
17	36-Inch RCP Culvert Extension and Cast-In-Place Concrete Headwall.	1	LS	75,000.00	75,000.00
				BID Subtotal (\$)	= 1,422,818.00
(F) Final Pay Item				Contingency (15%) (\$)	= 213,422.00
				BID TOTAL (\$)	= 1,636,240.00



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

VETERANS PARK
MULTI-USE TRAIL - PHASE 2

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 400'
DATE	4/13/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Advertise for Statement of Qualifications for Architectural/Engineering Services for the Porterville Municipal Airport

SOURCE: Finance

COMMENT: The Federal Aviation Administration (FAA) requires agencies to select an "Engineer of Record" in compliance with Advisory Circular 150/5100-14E, for all capital improvements funded by the FAA. The last Request for Statement of Qualifications was issued in June 2014 and the architectural/engineering consultant services contract was awarded in August 2014.

Staff is requesting City Council's approval to issue a new Request for Statement of Qualifications from qualified individuals or firms to provide architectural / engineering consultant services for the design and construction administration / inspection of airport projects. The selected consultant will provide technical and professional services for the preparation of plans, specifications, special studies, and analyses for the various capital improvement projects at the Porterville Municipal Airport.

RECOMMENDATION: That the City council authorize staff to advertise for Statement of Qualifications for Architectural / Engineering Services for the Porterville Municipal Airport.

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Item No.

**REQUEST FOR QUALIFICATIONS
NO. 23/24-SR1969**

**Multi- Year Consultant Services Agreement

for Airport Architectural / Engineering Services

for the

City of Porterville Municipal Airport**

Issue Date: November 24, 2023

Due Date: December 28, 2023



**Porterville Municipal Airport
City of Porterville
California**

Subject: REQUEST FOR QUALIFICATIONS (RFQ) FOR A MULTI-YEAR CONSULTANT SERVICES AGREEMENT FOR ARCHITECTURAL / ENGINEERING (A/E) SERVICES FOR THE PORTERVILLE MUNICIPAL AIRPORT

I) INTRODUCTION

The City of Porterville is seeking firms or individuals to provide A/E consultant services for the Porterville Municipal Airport. The selected firm or individuals will be required to provide A/E services for the design and construction administration / inspection of airport projects as identified below. All work must meet Federal Aviation Administration (FAA) guidelines, requirements and standards.

This Request for Qualifications (RFQ) identifies the general project scope and procedures for Consultant involvement in this process. Responding Consultants shall have relevant experience and the ability to provide professional services.

II) PROJECT

The City wishes to enter into a multi-year contract, commonly known as a **Consultant Service Agreement (CSA)**. This will serve as the master contract for future negotiated project-related services referred to as **Authorization of Services (AOS)**. Services performed under the AOS are listed below under "Typical Scope of Services." Services performed under the agreement may be related to projects that involve federal, state, or local funding sources, or a combination thereof. The CSA may be up to a five (5) year term.

III) INDEPENDENT FEE ESTIMATE

Consistent with FAA Advisory Circular 150/5100-14E, Change 1, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects, the requirement for an analysis of the fees for the consultant contract approved pursuant to this RFQ will be performed for the consultant contract. This **independent fee estimate (IFE)** will be performed by the City's engineering staff after the qualification-based selection process has been completed.

IV) TYPICAL CONSULTANT SCOPE OF SERVICES

Phase 1: The services performed in the initial phase may include special studies and analyses to determine project feasibility and scope. Other special studies may be undertaken to provide the City with information necessary to manage its Municipal Airport and to comply with local, state and federal regulations. In this regard, the Consultant may locate and apply for grants through any state or federal agency and make recommendations about modifications to the Airport Layout Plan (ALP).

Phase 2: The Consultant may perform design services which include, but are not limited to:

- A. Preparation and submission of a project specific Categorical Exclusion in accordance with National Environmental Policy Act (NEPA) guidelines and standards.
- B. All field surveys necessary for the design of all proposed airfield improvements.
- C. All services required to prepare working drawings, specifications and contract documents upon which proposals for construction of the work may be based.

- D. Prepare an Engineer's Report, including an estimate of construction costs to comply with FAA or other regulatory requirements.
- E. All technical services required for the preparation of advertisement and bid forms, interpretation of bid documents, and preparation of addenda, as required.
- F. Attend the bid openings and assist in the review of bid proposals and awarding of the construction contracts as required.
- G. Prepare Quality Control Construction Management Plan compliant with FAA guidelines and requirements.

Phase 3: The third phase of the agreement relates to construction engineering and contract administration and includes, but is not limited to the following activities:

- A. All field staking necessary for the construction of the improvements. Such staking shall be in accordance with common industry practice or as directed by the Public Works Director.
- B. Inspect all work and notify the City of any failure by the Contractor to comply with the plans and specifications.
- C. Attend and chair the preconstruction conferences for the project.
- D. Administer the construction contract and review work progress.
- E. Check all shop drawings and submittals.
- F. Review and recommend to the City approval of periodic payment requests by the Contractor.
- G. Prepare change orders should they be required.
- H. Attend the final inspection.
- I. Prepare the Final Engineer's Report.
- J. Prepare the "Drawings of Record" and furnish the City with one set of reproducible drawings for the project.
- K. Revise the Airport Layout Plan (ALP) to reflect the completed project.

V) ANTICIPATED PROJECTS

The following projects are part of the City of Porterville's ten-year capital improvement strategies for the Municipal Airport. Once the consultant has been selected, a thorough review of the projects listed below will be prioritized to reflect consultant workload matching the 5-year service agreement. The City reserves the right to add or delete projects as the City deems in the best interest of the City.

- 1. Airfield pavement improvements including overlay or reconstruction: runway, taxiways, aprons
- 2. Taxiway extension to the northwest to include connecting taxiways
- 3. Runway shift to northwest

4. Airport fencing, access gates and access control improvements
5. Fuel facility upgrades
6. Airport electrical upgrades
7. Access road improvements including storm drainage
8. Apron lighting

VI) CONSULTANT SELECTION

For the purposes of this solicitation, the Screening Panel shall determine the top three ranked candidates for further evaluation, that may include a review of references provides, informal telephone interview or formal panel interview, either in-person or in a "Teams" format. The highest rated Consultant / Consultant Team will be invited to participate in negotiations towards a consultant services agreement. The City reserves the right to negotiate with the 2nd rated firm/team and the 3rd rated firm/team if the City is unable to successfully negotiate a service agreement with the highest rated consulting firm/team.

The City of Porterville has received approval from its FAA Program Manager to proceed with the selection process using its normal procedure. The City has reviewed these procedures and has determined that they are consistent with FAA Advisory Circular 150/5100-14E, Change 1, *"Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects."*

VII) STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL

The Consultant's proposal **must be provided** to the Porterville Municipal Airport, City of Porterville, prior to the deadline for submission if the application is to be considered:

- 1) Deliverables: Submit three (3) copies of the Statement of Qualifications. Each submittal should include at a minimum, the following:
 - a. Cover Letter
 - b. Firm Profile
 - c. Project Team
 - d. Experience: Completed Projects and Current Projects
 - e. Project Approach: Methodology, Schedule and Quality Control
- 2) The complete Qualification Statement should be delivered via one of the many services available or hand delivered to:

**Porterville Municipal Airport
c/o Purchasing Agent
291 North Main Street
Porterville, California 93257
Attention: Maria Bemis**

- 3) Statements must be received at the above address no later than **4:00 PM, Thursday, December 28, 2023**. Identify the submission by including the following information on the outside of the package -- **SOQ for Consultant Services Agreement for A/E Services – Porterville Municipal Airport**.
- 4) No oversize drawings (larger than 8-1/2 x 11), shall be included in the submittal. The completed submittal shall be single side and shall not exceed thirty (30) pages, not including table of contents or resume information. The proposal shall be completely comprised of paper that can be recycled.

- 5) Statements of Qualifications will be maintained no more than sixty (60) days after the five (5) years have lapsed for the CSA.
- 6) No Qualification Statement shall be accepted after the above listed deadline. Facsimile, emailed or electronic format proposals are not acceptable.
- 7) This Request for Qualification Statement does not include provisions for any direct reimbursement of statement preparation costs.
- 8) In order to be considered, all requested qualification information below shall be submitted. All prospective Consultants must complete and submit all qualification and other supplemental information, in one complete package by the date stated above. The City will not accept information or documents from parties other than the submitting Consultants.
- 9) Provide a Cover Letter **signed by an authorized representative** of the firm to the City of Porterville Municipal Airport stating general qualifications, expertise and ability to perform and meet the scope of services as described in this RFQ.
- 10) Include a brief statement acknowledging that the information provided in the SOQ is true, accurate and represents the most current information available as of the date of this RFQ.
- 11) Provide a statement that the firm can obtain the insurance requirements as stated in the section XII, Insurance Requirements.
- 12) Provide a brief statement that the firm has the ability to submit construction documents in AutoCAD R2024 and/or a CADD software interchangeable to AutoCAD format.
- 13) Provide in outline form a Consultant Firm Profile: responding to each of the items below:
 - (a) Name of firm, address, telephone and fax number.
 - (b) The three (3) primary firm contacts, email(s), and State licenses.
 - (c) Provide a minimum of three (3) Professional References, preferably California public airport management, include: Contact name, position, telephone number, and relationship to firm.

VIII) DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

In accordance with Title 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, the City will carry out the applicable requirements in the award and administration of any contract awarded hereunder which are funded, in whole or in part, with Federal financial assistance from the Federal Aviation Administration.

Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit proposals in response to this invitation. In addition, a proposer who intends to subcontract a portion of the work shall affirmatively seek out DBE's that are potential subconsultants, and actively solicit their interest. The proposer shall demonstrate good faith efforts as defined in Appendix A to Part 26 of the Code of Federal Regulations.

IX) SCREENING PANEL SELECTION CRITERIA

The information requested within this RFQ will be scored by the Screening Panel Board. The three (3) highest ranked firms selected by the Screening Panel Board may be interviewed by the Interview Board. The Screening Panel Board evaluation will consist of a matrix totaling 100 points. The Screening Panel (selection board) may, at its discretion, bypass the interview process ranking the short-listed consultants based on submitted material.

1) Firm's Experience -- Projects (40 points)

Provide a narrative and graphic composition of completed projects with appropriate relevance especially demonstrating the ability to design quality airport improvements that are efficient, safe and compliant with FAA and State Division of Aeronautics standards.

2) Firm's Key Personnel & References (30 points)

Identify key personnel, their qualifications and related experience, including licenses and certifications. Demonstrate key personnel's capability to perform all aspects requested in the preliminary phase, design phase and construction phase. In addition, include information showing the firm's ability to provide adequate staffing and availability. Please also identify personnel's experience working with a public agency.

3) Firm's Project Approach -- Budget, Schedule and Quality (30 points)

Establish firm's capability to meet schedules and deadlines without delays and to manage budgets by identifying past successes producing accurate cost estimates for projects and familiarity with the local construction economy and costs.

X) RFQ SCHEDULE

The schedule for the release of the RFQ, the receipt of qualifications consistent with the requirements of this RFQ from firms, the interviews of proposing Consultants and the award date are defined below:

- 1) Release of RFQ: November 24, 2023
- 2) Proposals Due: December 28, 2023
- 3) Interview of Firms (if interviews shall be conducted): January 4, 2024
- 4) Award of Contract: January 16, 2024

XI) QUALIFICATION STATEMENT

Certain specific procedures, conditions, and limitations regarding qualification statements and the process for obtaining information are defined in the material that follows.

- 1) The City of Porterville will rate prospective Consultants/Firms for this work using only objective criteria based upon the information obtained from the Qualification Statements. The City reserves the right to verify from other available sources the information provided by the Consultant and to rely upon such information gathered during the verification process. The City shall review each SOQ and establish a numeric score based upon written evaluation criteria. Consideration of a prospective Consultant's qualifications will be made only if the prospective Consultant meets all the minimum qualifications. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. Any Consultant deemed not qualified, or Consultants whose rating changes sufficiently to

disqualify them, will be notified in writing. No Consultant shall have the right to an appeal based upon an incomplete or late submission of the qualification statement.

- 2) Request for Supplemental Information: The City of Porterville reserves the right to require, from any or all Consultant candidates, supplemental information that clarifies the submitted materials.
- 3) Questions: All questions regarding this solicitation will be handled through the Public Purchase website. Do not attempt otherwise to contact the City of Porterville members regarding yours, or anyone else's Qualification Statement. All addenda and correspondence will be posted electronically on the Public Purchase website.
- 4) The Consultant shall only rely on this Request for Qualification document and any subsequent written supplement issued by the City of Porterville for preparation of the submittal. Consultants shall not rely on any other written or any oral statements of the Porterville Municipal Airport, City of Porterville or its officers, directors, employees, or agents regarding the overall project or the package in preparing and submitting the submission.
- 5) Incomplete Qualification Statements: Incomplete and/or unsigned submissions will not be considered; however, if a submission is incomplete and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the statements and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Qualification Statement will not be considered.
- 6) Rejection of Submitted Requests for Qualification: Consultant Statement of Qualifications that are not current, accurate, and/or completed accurately to the prescribed format defined shall be considered non-responsive and eliminated from further consideration.
- 7) The City of Porterville reserves the right to waive minor irregularities in the SOQ format.
- 8) The City of Porterville reserves the sole right to evaluate the Consultant candidate's qualifications and reject any or all SOQ's.
- 9) Selection Process Termination: The City of Porterville reserves the right to terminate the selection process, at any time, without making an award to any or all Consultants on the ranked candidate list. The City may also, at its sole discretion, choose a ranked Consultant or Consultants to perform any or all of the individual project work phases. The Porterville City Council must approve the final agreement with the Consultant before any work may start on the project.
- 10) California Public Records Act: The California Public Records Act recognizes certain confidential trade secret information may be protected from disclosure. However, the City of Porterville may not be able to determine if information submitted is a trade secret. The City shall provide reasonable notice to the Consultant of any requests for information made under the California Public Records Act for Consultant information marked "confidential" so that the Consultant may seek protection from disclosure by a court of competent jurisdiction.

XII) INSURANCE REQUIREMENTS

The successful Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01)
- B. Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Errors and Omissions Liability insurance as appropriate to the Consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per occurrence.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, agents, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

X) INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the CITY, its elected and appointed officers, employees and 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 subconsultants arising out of the performance requirements of the Contract.



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Olive Avenue & Porter Road/Cloverleaf Street Traffic Signal Design

SOURCE: Engineering and Project Management

COMMENT: The City received a State Local Highway Safety Improvement Program (HSIP) grant for the Olive Avenue and Porter Road/Cloverleaf Street Traffic Signal Project. The project will replace the existing traffic signal, add protected left turn phasing for all intersection legs, and provide accessible curb ramps at all corners. Staff has reached out to 4Creeks, Inc for a quote for the design work as the firm is listed on the City's approved Engineering & Surveying Consultant On-Call List and has in-house staff that specializes in traffic signals.

4Creeks, Inc. has submitted a quote in the amount of \$156,480 for the design work and has committed to delivering the required plans and specifications in time for the City to meet the requirements of the grant. Funding for the design of this project is provided by a State HSIP grant in the amount of \$69,600 and Special Gas Tax in the amount of \$40,000. An additional \$46,880 in Special Gas Tax is required to fully fund the project.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Olive Avenue & Porter Road/Cloverleaf Street Traffic Signal Project Design with 4Creeks, Inc in the amount of \$156,480;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize the Finance Director to appropriate an additional \$46,880 of Special Gas Tax funding to fully appropriate the project.

ATTACHMENTS:

1. Draft Service Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Item No.

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SERVICE AGREEMENT

DATE: November 21, 2023

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

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

Project Name: Design and construction support services for Olive Avenue & Porter Road/Cloverleaf Street Traffic Signal Project

Description of Project: In general, the consultant will be provide engineering services for the Olive Avenue & Porter Road/Cloverleaf Street Traffic Signal Project. Details are summarized in Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Fifty-Six Thousand Four Hundred Eighty** Dollars, (\$156,480).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. 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. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

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 _____

November 13, 2023

Ms. Sarah Weaver

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



Subject: Proposal for Design of a Traffic Signal Modification at the Intersection of Olive Avenue and Porter Road/Cloverleaf Street

Dear Ms. Weaver,

We have prepared a scope of work and fee for the services required to complete the plans, specifications, and engineer's opinion of probable construction costs (PS&E) for the proposed traffic signal modification project at the intersection of Olive Avenue and Porter Road/Cloverleaf Street. Our understanding is that the scope of work will generally include the following:

- Topographic survey of the project limits
- Acquire utility maps and utility coordination
- Design of the traffic signal modification at the intersection of Olive Avenue and Porter Road/Cloverleaf Street to include protected left-turn signal phasing on all intersection legs
- Design for removal and replacement of four (4) curb ramps with ADA-compliant ramps tying into existing pavement and sidewalks with accessible landings
- Modify the existing crosswalks to be ADA-compliant
- Upgrade existing traffic signal system to remove the existing cabinet and controller assembly and install new Econolite controller assembly and battery back-up system per City of Porterville's current standards
- Upgrade to Econolite video detection system
- Upgrade luminaires to be LED, upgrade pedestrian signal heads to be countdown type, and upgrade pedestrian push buttons as required to meet current ADA requirements
- Emergency vehicle detection GPS Opticom System
- Add/modify the existing signing and pavement delineation for the traffic signal modification and street improvements indicated
- Preliminary potholing
- Project specifications and engineer's opinion of probable construction costs
- Legal descriptions and exhibits for right of way (if needed)
- Signal timing analysis for existing signal coordination between the traffic signals at the State Route (SR) 65 ramps and Porter Road/Cloverleaf Street, including evaluation of potential signal coordination with Indiana Street

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

Task 1: Project Management

4Creeks will schedule, coordinate, attend, and facilitate the following identified project meetings with the City.

- Project kick-off meeting
- Preliminary design meeting
- Plan check review meeting (total of three)

The purpose of the Project Management task is to organize the efforts of the project team and the City and to keep the project on schedule and on budget. 4Creeks will:

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

The above **Task 1** services will be provided for a **Fixed Fee of \$12,540**.

Task 2: Topographic Survey

4Creeks will complete the topographic survey of the project limits for use in creating the base maps. The topographic survey shall include, but not be limited to, the following:

- Property and right of way lines (based on available existing survey information); City of Porterville to provide Preliminary Title Reports for all parcels that are impacted by the project
- Existing grade and elevations to 10-feet beyond future right of way and within the street right of way of any existing pavement, curb, gutters, sidewalks, natural grades, and other miscellaneous items
- Monument lines, if applicable
- Street centerlines
- Pavement edges, crowns, quarter crowns, and hinge points
- Flowlines
- Curbs and gutters
- Sidewalks
- Drive approaches and driveways
- Edges of pavement
- Existing pavement delineation
- Sign locations
- Visible utility infrastructure including utility poles, valves, and streetlights
- Fence locations
- Locations, depths, size, and type of sewer and storm drain lines and manholes
- Local property control monuments to serve as the horizontal control and local City benchmark to serve as the vertical control
- Other surface improvements

Right of way limits will be drafted on the topographic survey from record maps. This fee does not include ordering title reports for separate properties or record research of dedicated easements/additional right of way. The City shall also provide available as-built plans for the project limits.

The above **Task 2** services will be provided for a **Fixed Fee of \$11,180**.

Task 3: Utility Research and Coordination

4Creeks will work with utility companies affected by the project in providing a complete set of plans for construction bidding. 4Creeks will complete utility research to identify and mitigate existing and potential conflicts. 4Creeks will complete the following utility research and coordination:

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

The above **Task 3** services will be provided for a **Fixed Fee of \$6,000**.

Task 4: Potholing

4Creeks, with support from our subconsultant 4CG Construction, will perform potholing to identify and mitigate potential conflicts, specifically for the installation of the traffic signal pole foundations. The 4Creeks Team will obtain an encroachment permit from the City as well as verify pothole locations. A traffic control plan that will be implemented throughout the process will also be provided. Prior to potholing, Underground Service Alert (USA) will be notified to mark existing utilities at the project intersection. USA markings will also be surveyed. Pothole report documentation will be provided.

For this scope of work and fee, we have assumed up to 10 potholes and one to two nights of work with traffic control, equipment, and crew. If work is limited to signal foundation locations only, there may not need to be any closures or night work.

The above **Task 4** services will be provided for a **Fixed Fee of \$40,250**.

Task 5: Street Improvement and Traffic Signal Modifications

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

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

- Full-sized (22" x 34") plans – one hardcopy and electronic PDF file
- Specifications – one hardcopy and one electronic PDF file (90% and 100% submittals)
- Engineer's Opinion of Probable Construction Costs – one hardcopy and one electronic PDF file
- Electronic copy of specifications in MS Word format (90% and 100% submittals)
- 4Creeks response to comments and tracking - electronic PDF (90% and 100% submittals)
- Electronic copy of plans in AutoCAD Civil 3D (submitted at 100% completion point only)

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

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

Construction Plans

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

Project plans will be prepared in AutoCAD Civil 3D on 22" x 34" size sheets. 4Creeks anticipates providing the following plan sheets for the project:

- Cover Sheet
- Topographic Survey/Demolition Plan
- Street Improvement Plan
- Signing and Pavement Delineation Plan
- Traffic Signal Modification Plan, including interconnect
- Construction Detail Sheet
- City Standard Detail Sheet

It is 4Creeks' understanding the City will provide PDFs of the as-built signal plans of the intersection for use in preparing the conductor schedule, pole and equipment schedule, and phasing diagram. Should the as-builts not be accurate to existing conditions, it is assumed the City will meet 4Creeks staff in the field to open cabinets and pull boxes and determine the correct schedules and phasing diagrams and provide to 4Creeks.

4Creeks also assumes the City will prepare the traffic signal timing and program the intersections.

Specifications and Cost Estimate

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

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

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

The above **Task 5** services will be provided for a **Fixed Fee of \$49,340**.

Task 6: Traffic Signal Timing Analysis

4Creeks subconsultant, Kimley-Horn, will participate in the project kick-off meeting to confirm the project information and details of the signal timing evaluation. Kimley-Horn will participate in up to one review meeting with the City to discuss signal timing recommendations and comments. All meetings attended by Kimley-Horn shall be virtual.

Kimley-Horn shall perform a signal timing assessment for the project intersections. The analysis will include:

- Collection of turning movement counts for the intersections of Olive Avenue/SR 65 SB Ramps, Olive Avenue/SR 65 NB Ramps, Olive Avenue/Porter Road/Cloverleaf Street, and Olive Avenue/Indiana Street
- Collection of machine counts (3-day, 24-hour, weekday) for one location
- Review and update of base timing parameters including minimum green times for bicycles, yellow intervals, red clearance, leading pedestrian intervals, and pedestrian walk and flashing don't walk (FDW) intervals
- Review and update of signal coordination plans
- Standardization of existing signal timing plans into a uniform template

Kimley-Horn will collect and inventory existing timing sheets from the City for the project intersection, the two SR 65 ramp intersections, and Indiana Street.

Kimley-Horn will prepare and submit a brief memorandum summarizing the calculation procedures, timing development methodology, and a spreadsheet detailing recommended timing parameters. In addition, a summary of recommended signal coordination updates will be provided. Kimley-Horn will facilitate a workshop to discuss the timing recommendations and gather City comments. Based on written and verbal comments, Kimley-Horn will finalize the memorandum and develop signal timing plans.

Kimley-Horn will be available to assist the City signal technicians with the implementation of the new traffic signal timing parameters. It is assumed the signal technicians will conduct the controller programming. Kimley-Horn will perform field observations of intersection operations and if needed, provide recommendations for adjustments of timings based on observations. If changes are made, Kimley-Horn will record the revisions and submit copies of implemented signal timing sheets to the City.

The above **Task 6** services will be provided for a **Fixed Fee of \$23,440**.

Task 7: Bidding and Construction Assistance

4Creeks will assist during the bidding and construction phases and provide the following services:

- Attend and participate in a pre-bid meeting with the City and Contractors
- Provide supplemental instructions and clarifications to bidders as necessary; produce addendums to modify the bid documents (plans and specifications) as required
- Review bids received at the bid opening held by the City and provide a recommendation for award
- Attend and participate in the preconstruction meeting
- Respond to Requests for Information
- Review technical submittals if requested by the City
- Assist with change order review if requested by the City
- Prepare as-built record drawings in AutoCAD based on red-lined plans provided by the City/Contractor

The above **Task 7** services will be provided on a **Time and Materials basis**. We propose the City budget **\$13,730** for these services. This task assumes one (1) in-person pre-bid meeting and one (1) in-person preconstruction meeting to be held at the City's office.

Total Estimated Contract Amount for Tasks 1 to 7 = \$156,480.

1. **City-provided information/data** – The City shall provide the following information/data immediately upon notice to proceed:
 - Current City Standard Plans
 - Current City Specifications and Technical Special Provisions in MS Word
 - Record drawings of the project area
 - Traffic signal as-built plans and existing signal timing sheets of the Olive Avenue intersections at SR 65 SB Ramps, SR 65 NB Ramps, Porter Road/Cloverleaf Street, and Indiana Street
 - Right of way documents or title reports for the project
 - Any utility information the City may have for the project area
2. **Utility Relocation Process** – At this time, it is unknown if there are any major utilities that will require relocation. 4Creeks staff will work with the utility companies as efficiently and quickly as possible to finalize the necessary utility relocation packages.

City of Porterville Responsibilities

- Provide current City Standard Plans and Specifications
- Provide current technical special provisions in MS word
- Provide responses to Consultant's questions within two (2) days throughout the project
- Attend and participate in monthly project coordination meetings and City review meetings
- Provide expedited permits and City review to maintain the project schedule
- Provide traffic signal as-built plans and/or obtain information needed in the field per Task 5.

Assumptions and Exclusions

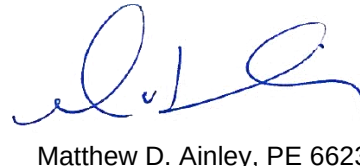
- Based on existing plans provided by the City, it is assumed that there is existing signal coordination between the traffic signals at the SR 65 ramps and Porter Road/Cloverleaf Street.
- Review and/or approval by any other agency is excluded.
- Coordination with Caltrans, including obtaining a Caltrans Encroachment Permit (other than for potholing traffic control if needed) is excluded.
- Any work not specifically listed in this scope of work is excluded.

If you have questions or need additional information, please feel free to give us a call to discuss.

Sincerely,



Lisa Wallis-Dutra, PE 71262, TR 1888
Senior Civil Engineer/Traffic Engineer



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

encl: 4Creeks Fee Schedule
Current Prevailing Wage Surveying Rates

Job No. 22550


4CREEKS

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Multi-Year contracts are subject to any subsequent changes in these rates. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Architectural Services	
Associate Engineer	\$125	Associate Architect**	\$130
Engineer	\$145	Architect	\$145
Senior Engineer	\$175	Senior Architect**	\$175
Principal Engineer	\$200		
Planning Services		Construction Inspection (Non-Prevailing Wage)	
Assistant Planner	\$90	Associate Construction Inspector	\$110
Associate Planner**	\$105	Construction Inspector	\$130
Planner	\$135	Senior Construction Inspector	\$150
Senior Planner	\$165		
Principal Planner	\$185		
		Construction Management	
Structural Engineering Services		Associate Construction Manager	\$125
Associate Structural Engineer	\$145	Construction Manager	\$145
Structural Engineer	\$160	Senior Construction Manager	\$175
Senior Structural Engineer	\$180		
		Project Manager/Coordinator**	
GIS Services		Associate Project Manager/Coordinator	\$120
Associate GIS Technician	\$90	Project Manager/Coordinator	\$140
GIS Technician	\$100	Senior Project Manager/Coordinator	\$175
Senior GIS Technician	\$120		
		Technical Services	
Utility Design Services		Project Technician I	\$85
Associate Designer	\$105	Project Technician II	\$95
Designer	\$130	Project Technician III	\$105
Senior Designer	\$160	Project Technician IV	\$120
Land Surveying Services		Public Outreach Coordination	
Assistant Surveyor	\$110	Associate Outreach Coordinator	\$105
Land Surveyor	\$135	Outreach Coordinator	\$125
Senior Surveyor	\$155		
Principal Land Surveyor	\$180	Water Consulting Services	
1-Man Survey Crew *	\$150	Associate Water Consultant	\$115
2-Man Survey Crew *	\$220	Water Consultant	\$135
3-Man Survey Crew*	\$275	Senior Water Consultant	\$165
Drone Pilot	\$155		
		Executive Staff	
Software Engineering Services		Associate Executive	\$120
Assistant Software Engineer	\$75	Executive	\$145
Associate Software Engineer	\$90	Senior Executive	\$165
Software Engineer	\$135		
Senior Software Engineer	\$165	Expert Witness	
		Expert Witness	\$300

Direct Charges

At cost plus fifteen percent (15%):

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

*Prevailing wage rates by separate schedule – Varies by County

**Amended Rates



4Creeks, Inc. Fee Schedule – Professional

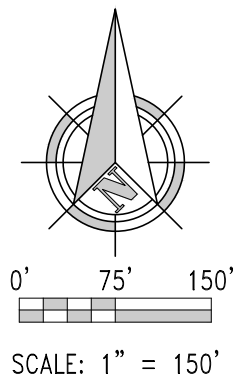
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

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

Direct Charges

At cost plus fifteen percent (15%):

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



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

TRAFFIC SIGNAL PROJECT
OLIVE AVENUE AND
CLOVERLEAF STREET

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 150'
DATE	11/15/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Hayes Field Lighting Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on September 5, 2023, the City Council authorized staff to begin negotiations for a scope and services contract with Green Energy Innovations for full-service materials and installation to replace the existing lights for the three softball fields located at Hayes Field.

Staff was able to negotiate the contract at a not to exceed price of \$860,050. An additional \$86,005 is required for contingency, construction management, surveying, quality control and inspection services (10%) equating to a total project cost of \$946,055. Funding for this work is provided by federal American Rescue Plan Act (ARPA) funds in the amount of \$750,000. An additional \$196,055 in General Fund Capital Construction/Improvement Designated Fund is required to fully fund the project.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Hayes Field Lighting Project with Green Energy Innovations in the amount of \$860,050;
2. Authorize progress payments up to one hundred percent (100%) of the contract amount;
3. Authorize an additional \$86,005 for contingency, construction management, surveying, quality control and inspection services; and
4. Approve the draft Resolution authorizing an appropriation of \$196,055 from the Capital Construction/Improvement Designated Fund to fully fund the Hayes Field Lighting Project.

ATTACHMENTS:

1. Draft Resolution
2. Draft Service Agreement
3. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Item No.

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE GENERAL FUND FOR
THE HAYES FIELD LIGHTING PROJECT

WHEREAS: The City of Porterville Municipal Code Section 2-31.4, established the Capital Construction / Improvement Designated Fund for the exclusive purpose of providing funds to support new capital construction and/or improvement projects; and

WHEREAS: The Hayes Field Lighting Project is a capital improvement project that will replace the existing lights for the three softball fields located at Hayes Field;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the Hayes Field Lighting Project is a construction improvement project that benefits the community, and is within the intent and purpose of the Capital Construction / Improvement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of an amount not to exceed \$196,005 from the Capital Construction / Improvement Designated Fund for the Hayes Field Lighting Project; and

PASSED, APPROVED and ADOPTED this 21st day of November, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

SERVICE AGREEMENT

DATE: November 21, 2023

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and Green Energy Innovations, 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: Hayes Field Lighting Project

Description of Project: In general, the consultant will be full-service materials and installation to replace the existing lights for the three softball field located at Hayes Field per the Cost Estimate Breakdown (Attachment "A").

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **Eight Hundred Sixty Thousand Fifty** Dollars, (\$860,050).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. 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 One Million Dollars (\$1,000,000) 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. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

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.

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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.

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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_____

Attachment "A"



8485 Artesia Blvd Unit A Buena Park, Ca 90621
Phone: 323.622.1930 | Fax: 323.622.1937

OPTION 1

Bill to: Sarah Weaver, Project Manager
Business Name: City of Porterville, CA - Hayes Field Lighting
Contract No:
Address: 945 W Mulberry Ave, Porterville, CA 93257
Phone:

Invoice Number: **GEI 110323**
Date: **11/2/2023**
Reference No: **110 HAYES**
Payment:
Delivery date:
Pick up date:

Description	Line Total
SPORTS LIGHTING PACKAGE	
WS-PKG - WILL (Wisconsin Lighting Lab) WillSport LED Sports Lighting Package	
CUSTOM CLASS IV RECREATIONAL 30/20FC KBX LED SYSTEM FOR HAYES FIELDS INCLUDING:	
(8) TOTAL 50' GALVANIZED STEEL POLES, PRESHPED BOLTS, PE STAMPED FOOTING DESIGN & CALCS, ONBOARD,	
PRE-AIMED KBX SPORTSLIGHTERS, 480V, 4 SUPPLEMENTAL PARKING LOT LIGHTING, FREIGHT, USA MADE	
WS-GFX-CONSOLE - WillSport™ GFX Wireless Lighting Control + Entertainment System	
WIRELESS SCHEDULING & ENTERTAINMENT CONTROL CONSOLE, TOUCHSCREEN PANEL	
WS-GFX-WILL CLOUD - WillSport™ GFX Wireless Lighting Control + Entertainment System	
5 YEAR REMOTE ACCESS FOR WILL CLOUD FEATURE [ANNUAL SUBSCRIPTION] INCLUDED	
ADDITIONAL ANNUAL SUBSCRIPTIONS AT ADDITIONAL COST - \$1200/ANNUAL	
CELLULAR/SATELLITE BASED WIRELESS CONTROL SYSTEM. NO ONSITE INTERNET REQUIRED	
SCOPE OF WORK	
REMOVE, DISPOSE AND RECYCLE ALL EXISTING WOODEN LIGHT POLES AND FIXTURES, INSTALL NEW FOOTINGS, POLES,	
FIXTURES ACCORDING TO SPECS. BACKFILL ABANDONED POLE LOCATIONS. TERMINATE UNUSED ELECTRICAL CONDUCTORS	
INSTALL UNDERGROUND PULL BOXES REUSING EXISTING CONDUIT. INSTALL DISCONNECTS AS PER PLAN PER POLE.	
INSTALL NEW CONDUCTORS FOR ALL POLE LIGHTING.	
ENGINEERING SERVICES	
GEOTECHNICAL SURVEY, PRELIM. LAND SURVEYING, CIVIL, STRUCTURAL, ELECTRICAL, LIGHTING PHOTOMETRICS STUDY	
STAMPED PE PLANSET SUBMITTAL, FEES, INSPECTIONS, PERMITS AS NECESSARY	
NOTES: REPLACING DAMAGED EXISTING UNDERGROUND RUNS CONDUIT NOT INCLUDED.	

Subtotal : \$ 835,000.00

Bonds, Insurance (3%) : \$ 25,050.00

Total Amount : \$ 860,050.00

Customer Name:

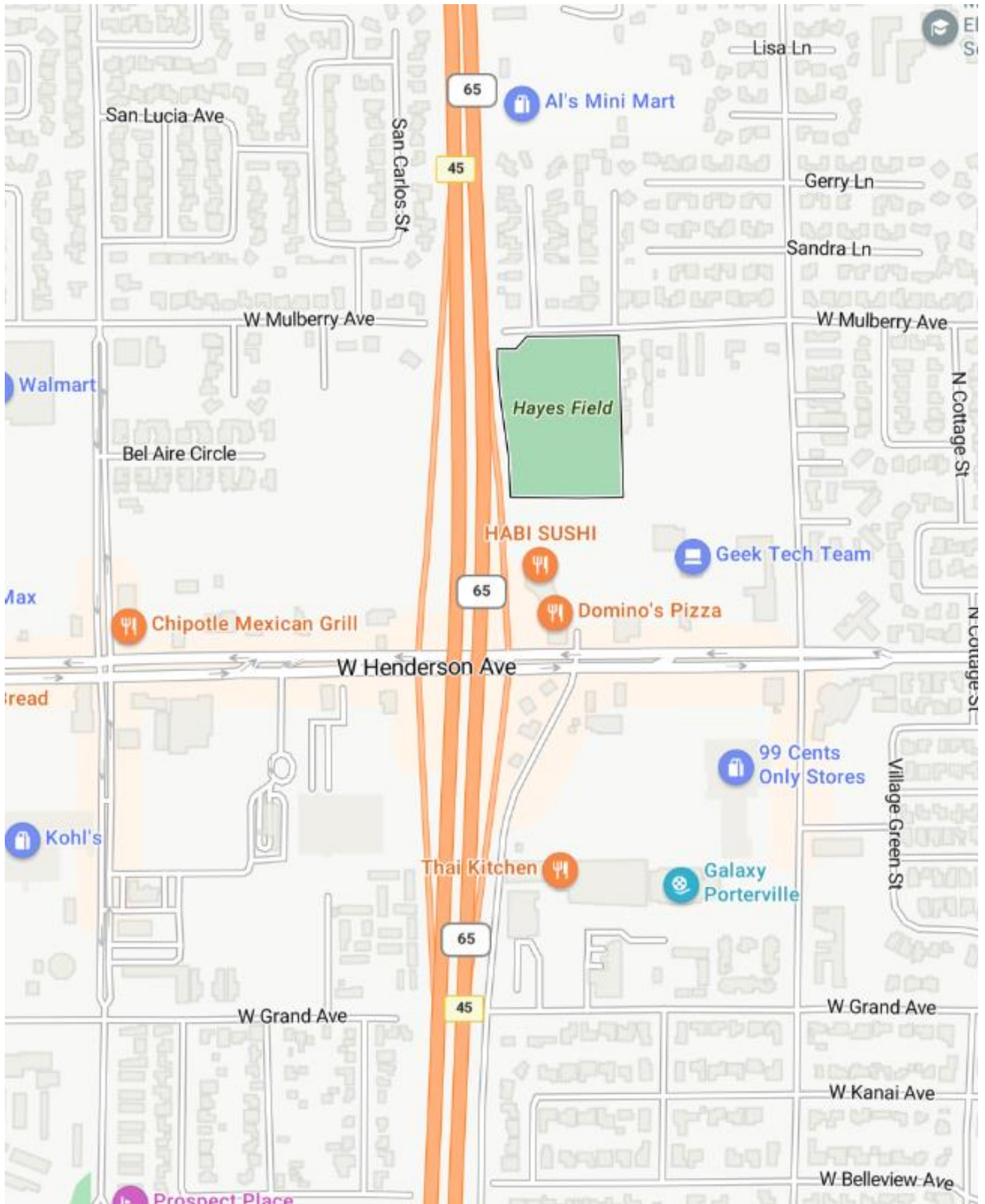
Date:

Customer Signature:

Main Office :
8485 Artesia Blvd Unit A Buena Park, Ca 90621
Tel 323.622.1930 | Fax 323.622.1937

SF Branch Office :
653 143rd Ave, San Leandro, CA 94578
Tel 510.560.4771 | Fax 530.588.9823

Thank you for the business!





CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Authorization to Execute Consultant Agreement - Newcomb Street & Mulberry Avenue Traffic Signal Design

SOURCE: Engineering and Project Management

COMMENT: The intersection of Newcomb Street and Mulberry Avenue has met traffic warrant requirements to justify the installation of a traffic signal. The project will install a traffic signal and provide accessible curb ramps at all corners to increase safety for drivers and pedestrians alike in the area. Staff has reached out to 4Creeks, Inc for a quote for the design work as the firm is listed on the City's approved Engineering & Surveying Consultant On-Call List and have in-house staff that specializes in traffic signals.

4Creeks, Inc. has submitted a quote in the amount of \$139,139 for the design work. Funding for the design of this project is provided by Local Transportation Funds (LTF) as approved in the Fiscal Year 2023-2024 Budget.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the Newcomb Street & Mulberry Avenue Traffic Signal Project Design with 4Creeks, Inc in the amount of \$139,139; and
2. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS:

1. Draft Service Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Item No.

SERVICE AGREEMENT

DATE: November 21, 2023

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

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

Project Name: Design and construction support services for Newcomb Street & Mulberry Avenue Traffic Signal Project

Description of Project: In general, the consultant will be provide engineering services for the Newcomb Street & Mulberry Avenue Traffic Signal Project. Details are summarized in Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Thirty-Nine Thousand One Hundred Thirty-Nine** Dollars, (\$139,139).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. 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. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

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 _____

November 13, 2023

Ms. Sarah Weaver

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



Subject: Proposal for Design of a New Traffic Signal at the Intersection of Newcomb Street and Mulberry Avenue, Porterville, California

Dear Ms. Weaver,

We have prepared a scope of work and fee for the services required to complete the plans, specifications, and engineer's opinion of probable construction costs (PS&E) for the proposed new traffic signal project at the intersection of Newcomb Street and Mulberry Avenue. Our understanding is that the scope of work will generally include the following:

- Topographic survey of the project limits
- Acquire utility maps and utility coordination
- Traffic signal design for the intersection of Newcomb Street and Mulberry Avenue
- Design for removal and replacement of four (4) curb ramps
- Preliminary potholing
- Project specifications and engineer's opinion of probable construction costs
- Legal descriptions and exhibits for right of way (if needed)
- New coordination for the project intersection will evaluate coordinating the new traffic signal with the intersections of Newcomb Street/Henderson Avenue and Newcomb Street/Westfield Avenue

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

Task 1: Project Management

4Creeks will schedule, coordinate, attend, and facilitate the following identified project meetings with the City:

- Project kick-off meeting
- Preliminary design meeting
- Plan check review meeting (total of three)

The purpose of the Project Management task is to organize the efforts of the project team and the City and to keep the project on schedule and on budget. 4Creeks will:

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

The above **Task 1** services will be provided for a **Fixed Fee of \$12,540**.

Task 2: Topographic Survey

4Creeks will complete the topographic survey of the project limits for use in creating the base maps. The topographic survey shall include, but not be limited to, the following:

- Property and right of way lines (based on available existing survey information); City of Porterville to provide Preliminary Title Reports for all parcels that are impacted by the project
- Existing grade and elevations to 10-feet beyond future right of way and within the street right of way of any existing pavement, curb, gutters, sidewalks, natural grades, and other miscellaneous items
- Monument lines, if applicable
- Street centerlines
- Pavement edges, crowns, quarter crowns, and hinge points
- Flowlines
- Curbs and gutters
- Sidewalks
- Drive approaches and driveways
- Edges of pavement
- Existing pavement delineation
- Sign locations
- Visible utility infrastructure including utility poles, valves, and streetlights
- Fence locations
- Locations, depths, size, and type of sewer and storm drain lines and manholes
- Local property control monuments to serve as the horizontal control and local City benchmark to serve as the vertical control
- Other surface improvements

Right of way limits will be drafted on the topographic survey from record maps. This fee does not include ordering title reports for separate properties or record research of dedicated easements/additional right of way. The City shall also provide available as-built plans for the project limits.

The above **Task 2** services will be provided for a **Fixed Fee of \$9,140.**

Task 3: Utility Research and Coordination

4Creeks will work with utility companies affected by the project in providing a complete set of plans for construction bidding. 4Creeks will complete utility research to identify and mitigate existing and potential conflicts. 4Creeks will complete the following utility research and coordination:

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

The above **Task 3** services will be provided for a **Fixed Fee of \$6,000.**

Task 4: Potholing

4Creeks, with support from our subconsultant 4CG Construction, will perform potholing to identify and mitigate potential conflicts, specifically for the installation of the traffic signal pole foundations. The 4Creeks Team will obtain an encroachment permit from the City as well as verify pothole locations. A traffic control plan that will be implemented throughout the process will also be provided. Prior to potholing, Underground

Service Alert (USA) will be notified to mark existing utilities at the project intersection. USA markings will also be surveyed. Pothole report documentation will be provided.

For this scope of work and fee, we have assumed up to 10 potholes and one to two nights of work with traffic control, equipment, and crew. If work is limited to signal foundation locations only, there may not need to be any closures or night work.

The above **Task 4** services will be provided for a **Fixed Fee of \$28,750**.

Task 5: Street Improvement and Traffic Signal PS&E

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

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

- Full-sized (22" x 34") plans – one hardcopy and electronic PDF file
- Specifications – one hardcopy and one electronic PDF file (90% and 100% submittals)
- Engineer's Opinion of Probable Construction Costs – one hardcopy and one electronic PDF file
- Electronic copy of specifications in MS Word format (90% and 100% submittals)
- 4Creeks response to comments and tracking – electronic PDF (90% and 100% submittals)
- Electronic copy of plans in AutoCAD Civil 3D (submitted at 100% completion point only)

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

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

Construction Plans

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

Project plans will be prepared in AutoCAD Civil 3D on 22" x 34" size sheets. 4Creeks anticipates providing the following plan sheets for the project:

- Cover Sheet
- Topographic Survey/Demolition Plan
- Street Improvement Plan
- Signing and Pavement Delineation Plan
- Traffic Signal Plan, including interconnect
- Construction Detail Sheet
- City Standard Detail Sheet

Specifications and Cost Estimate

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

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

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

The above **Task 5** services will be provided for a **Fixed Fee of \$49,340.**

Task 6: Traffic Signal Timing Analysis

4Creeks subconsultant, Kimley-Horn, will participate in the project kick-off meeting to confirm the project information and details of the signal timing evaluation. Kimley-Horn will participate in up to one review meeting with the City to discuss signal timing recommendations and comments. All meetings attended by Kimley-Horn shall be virtual.

Kimley-Horn shall perform a signal timing assessment for the project intersections. The analysis will include:

- Collection of turning movement counts for the intersections of Newcomb Street/Westfield Avenue, Newcomb Street/Mulberry Avenue, and Newcomb Street/Henderson Avenue
- Collection of machine counts (3-day, 24-hour, weekday) for one location
- Review and update of base timing parameters including minimum green times for bicycles, yellow intervals, red clearance, leading pedestrian intervals, and pedestrian walk and flashing don't walk (FDW) intervals
- Review and update of signal coordination plans
- Standardization of existing signal timing plans into a uniform template

Kimley-Horn will collect and inventory existing timing sheets from the City for the project intersection and the two adjacent traffic signals.

Kimley-Horn will prepare and submit a brief memorandum summarizing the calculation procedures, timing development methodology, and a spreadsheet detailing recommended timing parameters. In addition, a summary of recommended signal coordination updates will be provided. Kimley-Horn will facilitate a workshop to discuss the timing recommendations and gather City comments. Based on written and verbal comments, Kimley-Horn will finalize the memorandum and develop signal timing plans.

Kimley-Horn will be available to assist the City signal technicians with implementation of the new traffic signal timing parameters. It is assumed the signal technicians will conduct the controller programming. Kimley-Horn will perform field observations of intersection operations and if needed, provide recommendations for adjustments of timings based on observations. If changes are made, Kimley-Horn will record the revisions and submit copies of implemented signal timing sheets to the City.

The above **Task 6** services will be provided for a **Fixed Fee of \$19,639.**

Task 7: Bidding and Construction Assistance

4Creeks will assist during the bidding and construction phases and provide the following services:

- Attend and participate in a pre-bid meeting with the City and Contractors
- Provide supplemental instructions and clarifications to bidders as necessary; produce addendums to modify the bid documents (plans and specifications) as required

- Review bids received at the bid opening held by the City and provide a recommendation for award
- Attend and participate in the preconstruction meeting
- Respond to Requests for Information
- Review technical submittals if requested by the City
- Assist with change order review if requested by the City
- Prepare as-built record drawings in AutoCAD based on red-lined plans provided by the City/Contractor

The above **Task 7** services will be provided on a **Time and Materials basis**. We propose the City budget **\$13,730** for these services. This task assumes one (1) in-person pre-bid meeting and one (1) in-person preconstruction meeting to be held at the City's office.

Total Estimated Contract Amount for Tasks 1 to 7 = \$139,139.

1. **City-provided information/data** – The City shall provide the following information/data immediately upon notice to proceed:
 - Current City Standard Plans
 - Current City Specifications and Technical Special Provisions in MS Word
 - Record drawings of the project area
 - Traffic signal as-built plans and existing signal timing sheets for the intersections of Newcomb Street/Westfield Avenue, Newcomb Street/Mulberry Street, and Newcomb Street/Henderson Avenue
 - Right of way documents or title reports for the project
 - Any utility information the City may have for the project area
2. **Utility Relocation Process** – At this time, it is unknown if there are any major utilities that will require relocation. 4Creeks staff will work with the utility companies as efficiently and quickly as possible to finalize the necessary utility relocation packages.

City of Porterville Responsibilities

- Provide current City Standard Plans and Specifications
- Provide current technical special provisions in MS word
- Provide responses to Consultant's questions within two (2) days throughout the project
- Attend and participate in monthly project coordination meetings and City review meetings
- Provide expedited permits and City review to maintain the project schedule
- Provide Preliminary Title Reports for all parcels that are impacted by the project
- Provide traffic signal as-built plans and existing signal timing sheets for the intersections of Newcomb Street/Westfield Avenue, Newcomb Street/Mulberry Street, and Newcomb Street/Henderson Avenue

Assumptions and Exclusions

- It is assumed GPS time clocks will be used to maintain time-based signal coordination at the project intersections.
- Review and/or approval by any other agency, including the California Division of the State Architect (DSA), is excluded.
- Any work not specifically listed in this scope of work is excluded.

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

Sincerely,



Lisa Wallis-Dutra, PE 71262, TR 1888
Senior Civil/Traffic Engineer



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

encl: 4Creeks Fee Schedule
Current Prevailing Wage Surveying Rates

Job No. 22549


4CREEKS

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Multi-Year contracts are subject to any subsequent changes in these rates. Fee schedules for the various billing categories are:

Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Architectural Services	
Associate Engineer	\$125	Associate Architect**	\$130
Engineer	\$145	Architect	\$145
Senior Engineer	\$175	Senior Architect**	\$175
Principal Engineer	\$200		
Planning Services		Construction Inspection (Non-Prevailing Wage)	
Assistant Planner	\$90	Associate Construction Inspector	\$110
Associate Planner**	\$105	Construction Inspector	\$130
Planner	\$135	Senior Construction Inspector	\$150
Senior Planner	\$165		
Principal Planner	\$185		
		Construction Management	
Structural Engineering Services		Associate Construction Manager	\$125
Associate Structural Engineer	\$145	Construction Manager	\$145
Structural Engineer	\$160	Senior Construction Manager	\$175
Senior Structural Engineer	\$180		
		Project Manager/Coordinator**	
GIS Services		Associate Project Manager/Coordinator	\$120
Associate GIS Technician	\$90	Project Manager/Coordinator	\$140
GIS Technician	\$100	Senior Project Manager/Coordinator	\$175
Senior GIS Technician	\$120		
		Technical Services	
Utility Design Services		Project Technician I	\$85
Associate Designer	\$105	Project Technician II	\$95
Designer	\$130	Project Technician III	\$105
Senior Designer	\$160	Project Technician IV	\$120
Land Surveying Services		Public Outreach Coordination	
Assistant Surveyor	\$110	Associate Outreach Coordinator	\$105
Land Surveyor	\$135	Outreach Coordinator	\$125
Senior Surveyor	\$155		
Principal Land Surveyor	\$180	Water Consulting Services	
1-Man Survey Crew *	\$150	Associate Water Consultant	\$115
2-Man Survey Crew *	\$220	Water Consultant	\$135
3-Man Survey Crew*	\$275	Senior Water Consultant	\$165
Drone Pilot	\$155		
		Executive Staff	
Software Engineering Services		Associate Executive	\$120
Assistant Software Engineer	\$75	Executive	\$145
Associate Software Engineer	\$90	Senior Executive	\$165
Software Engineer	\$135		
Senior Software Engineer	\$165	Expert Witness	
		Expert Witness	\$300

Direct Charges

At cost plus fifteen percent (15%):

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

*Prevailing wage rates by separate schedule – Varies by County

**Amended Rates



4Creeks, Inc. Fee Schedule – Professional

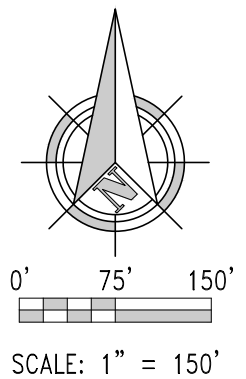
Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:

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

Direct Charges

At cost plus fifteen percent (15%):

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



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

TRAFFIC SIGNAL PROJECT
NEWCOMB STREET AND
MULBERRY AVENUE

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 150'
DATE	11/15/2023

SHEET
1
OF
1



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Selection of On-Call Engineering Consultants to Add to Current List

SOURCE: Engineering and Project Management

COMMENT: At its meeting on July 18, 2023, the City Council authorized the distribution of a Request for Qualifications (RFQ) to add to the current on-call list of Qualified Engineering Consultants. Said list is valid until April 19, 2025, with two possible 1-year extensions allowed beyond that date. Staff received eight Statements of Qualifications (SOQs) for consideration; of the SOQs received, only seven provided qualifications and experience to be considered for the list. The qualifying SOQs were ranked in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" adopted by the City Council (Resolution #16-2001). In order to be consistent with the standards set by the current list of on-call materials testing firms, the SOQs must score at least eighty (80) points to be added to said list. Staff reviewed the seven qualified SOQs provided by the firms wherein they were rated according to the aforementioned policy, with the following results:

(1) Carollo	88.2 pts
(2) Peters Engineering Group	86.6 pts
(3) Provost & Pritchard	86.4 pts
(4) HydroScience	85.3 pts
(5) DPSI	85.6 pts
(6) Borrelli & Associates	83.1 pts
(7) Bureau Veritas	66.5 pts

All but one of the seven firms ranked high enough to be added to the existing on-call list for Engineering Consultants. Should council approve the addition of the six firms ranking higher than eighty (80) points as listed above, the updated overall ranking of the on-call engineering consultants list will be as follows:

(1) 4Creeks, Inc	93 pts
(2/3) Dee Jaspar & Associates, Inc.	92.6 pts
(2/3) Quad Knopf, Inc (QK)	92.6 pts
(4) Carollo	88.2 pts
(5) Peters Engineering Group	86.6 pts
(6) Provost & Pritchard	86.4 pts
(7) HydroScience	85.3 pts

Item No.

(8) DPSI	85.6 pts
(9) Borrelli & Associates	83.1 pts

Staff is pleased with the level of interest in this RFQ and the quality of the SOQs received.

RECOMMENDATION: That the City Council:

1. Authorize staff to negotiate on-call contracts with Carollo, Peters Engineering Group, Provost & Pritchard, HydroScience, DPSI, and Borrelli & Associates;
2. Authorize the Mayor to sign contract agreements;
3. Authorize the Engineering & Project Management Director to sign task orders; and
4. Authorize staff to make payments up to one hundred percent (100%) upon satisfactory completion of tasks.

ATTACHMENTS: 1. Resolution No. 16-2001

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

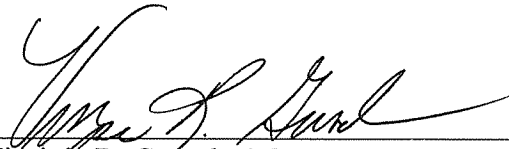
RESOLUTION NO. 16-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING THE GUIDELINES FOR RETAINING CONSULTANTS TO
PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES AS SET FORTH
IN THE PURCHASING POLICY AND PROCEDURES MANUAL IN
COMPLIANCE WITH SENATE BILL 2034

WHEREAS, on November 15, 1988 the City Council of the City of Porterville adopted City Council Resolution 118-88 authorizing staff to amend the Purchasing Policy and Procedures Manual to comply with Senate Bill 2034 by establishing guidelines for retaining consultants to provide architectural and engineering services; and

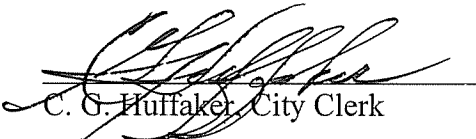
WHEREAS, different guidelines were established for three levels of anticipated fee. In the Informal Selection Process, staff would select the consultant and enter into the agreement. In the Semiformal and Formal Selection Processes, the consultant would be selected by a committee and the contract awarded by the Council, using guidelines and rating form provided by the seven—member municipal engineering committee of the American Public Works Association;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Formal Selection Process shall be amended as set forth in the Guidelines For Retaining Consultants to Provide Architectural And Engineering Services which is attached hereto, along with the rating form, and made a part of this resolution.



Virginia R. Garrola, Mayor

ATTEST:



C. G. Huffaker, City Clerk

CITY OF PORTERVILLE
GUIDELINES FOR RETAINING CONSULTANTS TO PROVIDE
ARCHITECTURAL AND ENGINEERING SERVICES

Introduction

The variety, complexity, size, and quantity of annual projects required of the City justifies an efficient procurement effort. These guidelines have been developed to establish the City's policy for selection of consultants for architectural and engineering services. Separate guidelines are hereby established for three levels of anticipated fee:

Informal Selection Process: Anticipated fees less than \$25,000.

Semiformal Selection Process: Anticipated fees from \$25,000 to \$100,000.

Formal Selection Process: Anticipated fees over \$100,000.

It is the City's intent to limit submittals by interested firms. It is believed that this is in everyone's best interest and allows for more equal competition between small and medium size firms and large firms that have substantial overhead or PR budgets. The architect/engineer is expected to extend costs and effort in applying for consideration without any guarantee of success. The City is interested in seeking broad competition and encouraging extensive participation. It is therefore incumbent upon the City to minimize the information and effort required to institute a short list. This would encourage greater participation, reduce cost to both the City and the consultant, reduce selection time, and increase the responsiveness of the selection process.

In order to promote fairness and objectivity in evaluating consultants, a rating form has been developed. Consultants shall be evaluated and rated in accordance with the contents of the City's 'Consultant Selection Rating Form' (Form GFRC-1, dated 11-1-88, as amended).

Informal Selection Process (Anticipated fees less than \$25,000)

- A. The highest ranking registered Engineer or Architect in charge of the project shall select a Consultant based on the applicable criteria in the Consultant Selection Rating Form. The Consultant will be selected from a list maintained by the Engineering Division. New consulting firms are encouraged to make their capabilities known to the City. Selection of consultants by this method will be made on a rotational basis insofar as practicable; however, professional expertise and experience in the applicable field will be the major criteria for selection on any project.
- B. The Director of Community Development & Services is authorized, by adoption of these guidelines, to execute professional services contracts under \$25,000.

Semiformal Process (Anticipated fees between \$25,000 and \$100,000)

- A. The Director of Community Development & Services (or his designee) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a brief description of the project, the estimated budget and selection criteria.
- C. Interested consulting firms will be told what is expected to be in their submittal.
- D. The Director of Community Development & Services (or his designee) shall develop a short list of at least three (3) firms who appear to have the desired professional expertise, experience, and capacity. These firms selected shall be invited to an interview to be conducted by a three (3) member staff committee. Said committee will consist of the director, the highest ranking engineer or architect in charge of the project and one other staff member. Prior to the interview, firms will be asked to prepare a presentation that develops their approach to the project.
- E. The professional services contract will be awarded by City Council.

Formal Selection Process (anticipated fees over \$100,000)

- A. The Director of Community Development & Services (or his or her designees) will notify the professional community through advertisement in a newspaper or by other means, of the City's proposed project and its need for professional services. Interested consultants will be invited to obtain a request for proposals (RFP) from the City.
- B. The RFP will contain a description of the work to be done, the estimated project budget and other pertinent information regarding the project. The RFP will define the specific questions to be addressed in the proposal and selection criteria to be used.
- C. The consulting firm will be told what specific information should be contained in their written proposal. Question responses regarding the firms technical perspective of the project are to be strictly limited to brief statements addressing consultants general concepts and approach to the project. Detailed, voluminous design information is not desired and will not be considered in the selection process.
- D. A short list of at least three (3) firms whenever possible shall be developed under the direction of the Dept. Head who is responsible for the project.
- E. Those consultants short listed will be formally invited to make presentations before a formal selection committee. All interviews will be conducted by the same people and be completed in one day. Consultant may be limited on participants allowed at the interview, based on the size and complexity of the project.

- F. The formal selection committee shall be composed of three (3) members. The formal selection committee is as follows:
- (*) One - Professional from the private or public sector with specific knowledge in the field required of the consultant;
 - (*) Two - City Council members rotated per interview appointed by the Mayor;
 - (*) One - City staff person appointed by the Dept. Head under whose service the work will be performed. No City staff shall participate in the rating of the consultants, other than to advise the committee upon request and assist in the tabulation of the results for ranking purposes.
- G. Staff will assist in selecting the private sector professional.
- H. Authorization for staff to negotiate a professional service contract requires City Council approval.

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 6th day of February, 2001.

THAT said resolution was duly passed adopted by the following vote:

Councilmen:	IRISH	WOODS	WILSON	LEAVITT	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSENT:					
ABSTAIN:					

C. G. HUFFAKER, City Clerk

By Georgia Hawley
Georgia Hawley, Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Approval of Community Civic Event - Porterville Kiwanis Club - Food Trucks in the Park - December 2, 2023

SOURCE: Finance

COMMENT: The Porterville Kiwanis Club is requesting approval to hold "Food Trucks in the Park" event on Saturday, December 2, 2023, from 10:00 AM to 6:00 PM at Veterans Park. This event is a club fundraiser and would include local food vendors/trucks, nonprofits, and crafter vendors. An outside amplifier permit has been approved from 10:00 AM to 6:00 PM.

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 submitted by the Porterville Kiwanis Club to hold "Food Trucks in the Park" event at Veterans Park on December 2, 2023, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS: 1. CCE Application and Agreement, Exhibits A, B, C, Outside Amplifier Permit, and Certificate of Liability Insurance

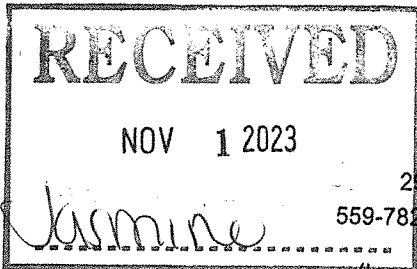
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Item No.



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: 11/1/23 Event date: 12/2/23
Event time: 10:00am - 6:00pm

Name of Event: FOOD TRUCKS IN THE PARK

Sponsoring organization: PORTERVILLE KIWANIS CLUB Phone # 559-789-1943

Address: P.O. BOX 1704, PORTERVILLE, 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 VETERANS PARK 1501 W HENDERSON AVE, PORTERVILLE, CA #1 #2 #4

(Location map must be attached)

Description of event: LOCAL VENDORS/CRAFTER-NON-PROFITS-FOOD TRUCKS

Purpose of event: CLUB FUNDRAISER

Non-profit organization status: ACTIVE

(IRS Determination)

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

Barricades (quantity): Street sweeping Yes No X

Police protection Yes No X Refuse pickup Yes No X

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	_____
_____	_____	Risk Manager	_____

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.**

[Signature] 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 to the permit. **Claims-made policies are not acceptable.**

[Signature] 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.

[Signature] 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.

[Signature] 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	<i>[Signature]</i>	11/1/23
(Name of Organization)	(Signature)	(Date)

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

Location: VETERANS PARK, 1501 W HENDERSON POR CA 93257 Event date: 12/2/23 Event time: 10:00AM-6:00PM

[illegible]

List

Jaime Gomez <jaimegomez56@ymail.com>

Wed 11/1/2023 12:47 PM

To: Jasmine Mejia <jmejia@ci.porterville.ca.us>; Bert Martinez-Yarbrough <girlfriend_93257@yahoo.com>

Caution! This message was sent from outside your organization.

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

Here you go jasmin as requested the list Danasdrip

Asia's Kitchen

Espinoza Tacos

The_hungry_Hog

G.burgers

Adelious

iandtojitots

thelittlebakery

Snackology_N_More

boba.fixx

Maria's hotdogs

Chimbozbbq

Doggie_delicious

Momof2heathensco

Eco.valley559

Insuredbyrosie

Lavidayellow

Reyes Nursery

Porterville Kiwanis

Porterville crisis center

Sent from Yahoo Mail on Android

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: FOOD TRUCKS IN THE PARK

Sponsoring organization: PORTERVILLE KIWANIS CLUB

Event date: 12/2/23 Hours: 10AM-6PM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>		<u>From</u>		<u>To</u>		<u>Activity</u>
CITY PARK						
		NO STREETS NEED TO BE CLOSED				
<u>Sidewalks</u>		<u>From</u>		<u>To</u>		<u>Activity</u>
<u>Parking lots and spaces</u>		<u>Location</u>				<u>Activity</u>

Requirements for Community Civic Event
Porterville Kiwanis Club
Food Trucks in the Park
December 2, 2023

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>J. Ridenour</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B, C fire extinguisher that is properly tagged for use. All trailers shall be separated from the towing vehicle and levelled. There shall be a minimum of 12' between Units. All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B, C fire extinguisher. Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles not involved in the event to park in permitted parking areas.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Deputy City Manager: <i>P. Hildreth</i>	Risk management requires \$2M in general commercial liability coverage With the City of Porterville named as an additional insured. The insurance certificate with endorsement page provided satisfies the insurance requirement for this event.

Field Services Superintendent:
B. Spry

No comments.

Field Services Superintendent – Streets:
J. Baeza

No comments.

Requirements for Community Civic Event

Sponsor: Porterville Kiwanis
Event: Food Trucks in the Park
Event Chairman: Jaime Gomez
Location: Veterans Park (Pavilions 1,2,4), Porterville CA
Date of Event: December 2, 2023 (10:00 a.m.-6:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Porterville Kiwanis 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**

**Food Trucks in the Park
December 2, 2023
Veteran's Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7410 or (559) 782-7417.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow sound amplification to be so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.

Mark Azevedo, Lieutenant
Porterville Police Department



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

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

Additional Requirements:

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

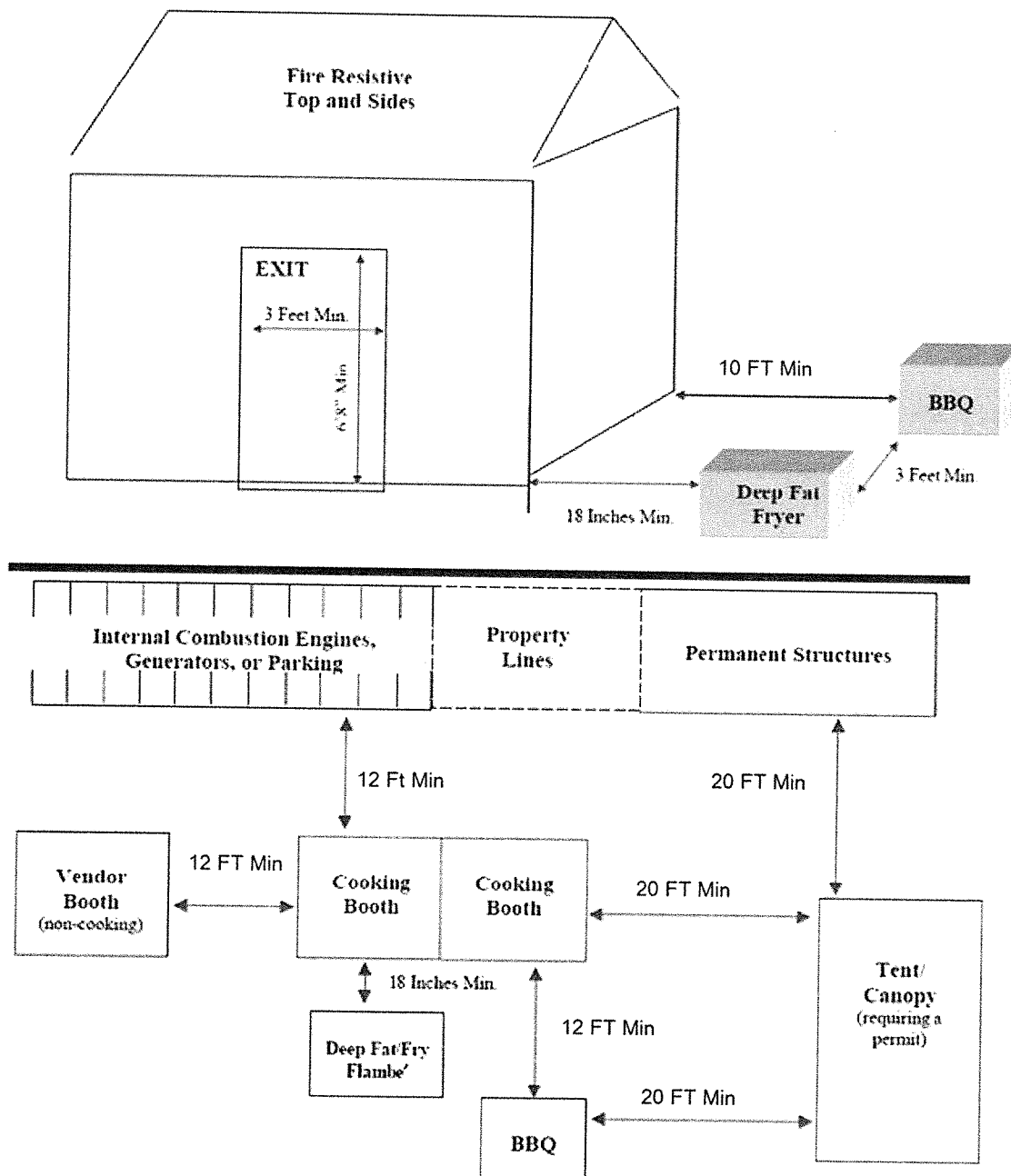
By signing below, I acknowledge that I have read and agree to comply with all requirements of this contract.

Signature _____ Date _____



PORTERVILLE FIRE DEPARTMENT

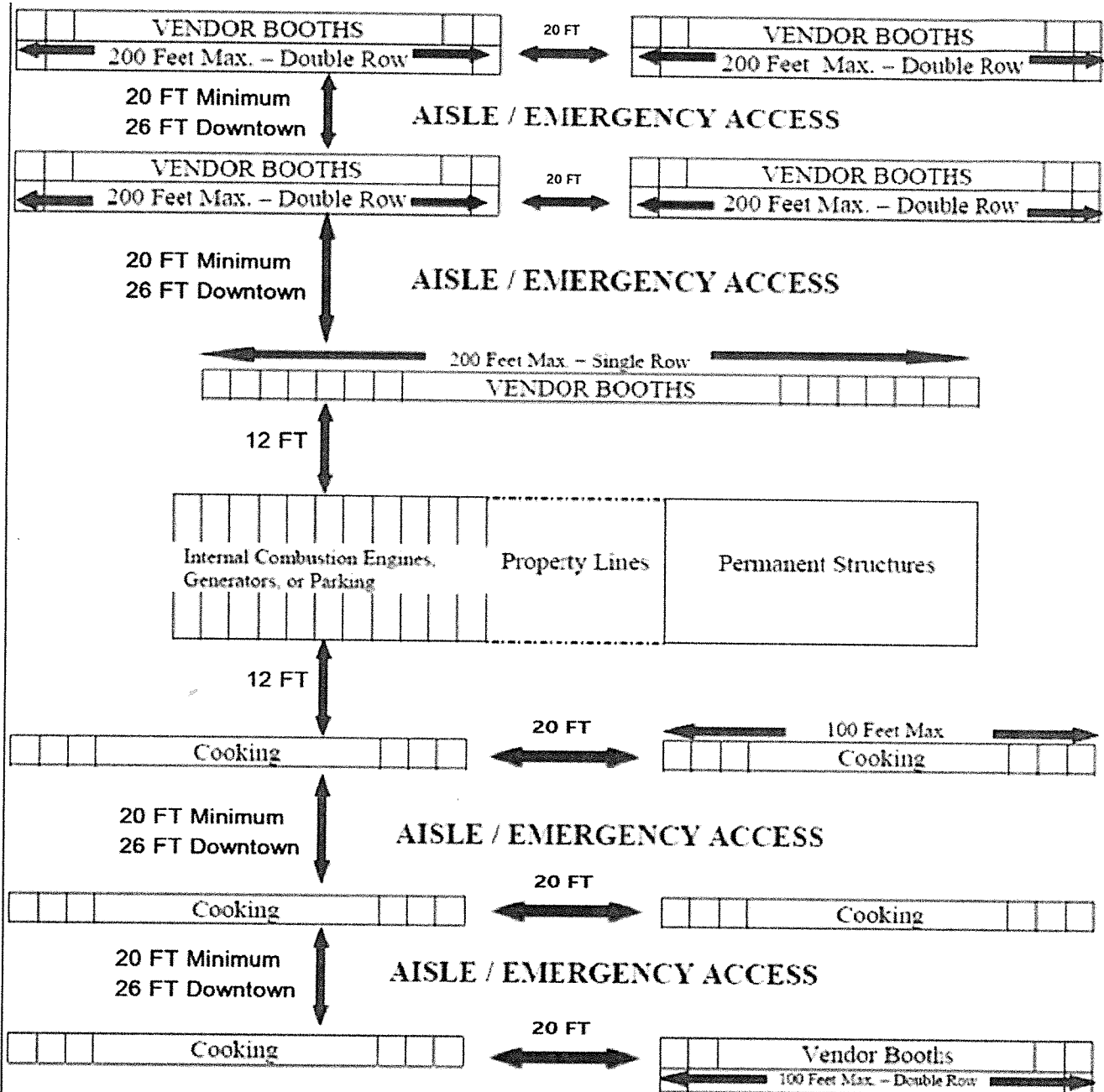
FIRE PREVENTION DIVISION





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



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

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

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

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



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

- 1 Name and home address of the applicant: 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: 12/2/23 10:00 AM TO 6:00 PM
- 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.

[Signature]
Signature of Applicant

11/1/23
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.

[Signature] Mark Abeyon
City of Porterville, Chief of Police/Designee (LIEUTENANT)

11/2/23
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

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	
		INSURER A: Lexington Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	KEYWORD KIWAN03
--	---------------------------

COVERAGES

CERTIFICATE NUMBER: 2145901964

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2023	11/1/2024	All Claims \$150,000

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).
December 3rd, 2023 or any future date(s) during the policy term.
Porterville Kiwanis Club Food Trucks In The Park
Located @ Veterans Park-1501 W Henderson Ave., Porterville, CA, #1, #2 #4
Kiwanis Club of Porterville

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
291 N. Main Street
Porterville CA 93257

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2023

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 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

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



Food Trucks In The Park

Local Food Vendors
Local Crafters/Vendors
Nonprofits



**Veterans Park
Henderson Side**



Dec. 2, 2023
11am-6pm





CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: City Council Member Requested Agenda Item - Consider Potential Modification to Article IV, Section G "Requests for Proclamations" Contained in the City Council Procedural Handbook

SOURCE: City Manager's Office

COMMENT: Council Member Weyhrauch has requested that the City Council consider a potential modification to Article IV, Section G "Requests for Proclamations" contained in the City Council Procedural Handbook. Pursuant to the Handbook, should the Council approve to consider Council Member Weyhrauch's request, the subject would be considered as a Scheduled Matter at the Council's next regular meeting on December 5, 2023.

RECOMMENDATION: That the City Council approve Council Member Weyhrauch's request to consider a potential modification to Article IV, Section G "Requests for Proclamations" contained in the City Council Procedural Handbook as a Scheduled Matter at its next regular meeting on December 5, 2023.

ATTACHMENTS: 1. City Council Procedural Handbook: Article IV Section G "Requests for Proclamations" Proposed Modification

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

Item No.

Excerpt from the CITY COUNCIL PROCEDURAL HANDBOOK

G. Requests for Proclamations

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

NOW, THEREFORE, I, City Council Member's Name, City Council Member of the City of Porterville, do Hereby proclaimas.

The signed proclamations will be made available in the Office of City Clerk for pick up by the requestor, unless arrangements have been made for presentation at a certain event. Proclamations shall not be included on the Council Agenda nor presented at a Council Meeting unless so approved by a majority of the Council. Staff shall provide a monthly informational report to the City Council identifying the proclamations granted for the preceding month



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: City Council Member Requested Agenda Item - Consider a Draft Resolution Affirming the City's Commitment to the Principles of Individual Liberty, Conscience Rights, and Medical Freedom

SOURCE: City Manager's Office

COMMENT: Council Member Meister has requested that the City Council consider a draft Resolution to affirm the City's commitment to the principles of individual liberty, conscience rights, and medical freedom. Pursuant to the City Council Procedural Handbook, should the Council approve to consider Council Member Meister's request, the draft Resolution would be considered as a Scheduled Matter at the Council's next regular meeting on December 5, 2023.

RECOMMENDATION: That the City Council approve Council Member Meister's request to consider a draft Resolution to affirm the City's commitment to the principles of individual liberty, conscience rights, and medical freedom as a Scheduled Matter at its next regular meeting on December 5, 2023.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING ITS COMMITMENT TO THE PRINCIPLES OF INDIVIDUAL LIBERTY,
CONSCIENCE RIGHTS, AND MEDICAL FREEDOM**

WHEREAS, the principles of individual liberty, conscience rights, and bodily integrity are fundamental to a free and just society, and furthermore embodied throughout several provisions of the Constitution; and

WHEREAS, the right to make informed medical decisions, including the right to choose or refuse medical treatments and interventions, is a fundamental human right; and

WHEREAS, both the United States and State of California have enacted law aimed to safeguard medical liberties, ensuring inviolable guaranteed privacy, and preventing discrimination in personal health choices, as exemplified by the federal Health Insurance Portability and Accountability Act (HIPPA) and the California Confidentiality of Medical Information Act (CMIA); and

WHEREAS, the residents of the City of Porterville are entitled to make their own medical choices, free from coercion, discrimination, or undue interference; and

WHEREAS, the COVID-19 pandemic and other public health emergencies have raised important questions about the balance between public health measures and individual rights; and

WHEREAS, it is important to recognize that executive orders, agency orders, or rulemakings, as a matter of delegated and non-delegated powers, do not provide the ability to suspend or circumnavigate individual rights or enacted law; and

WHEREAS, it was witnessed the ostensible enforcement of policy in which that led to the unlawful coercion, suspension, and termination of employees and citizen's rights who did not abide by such abrogated mandates; and

WHEREAS, the citizen rights were violated by many governments, as a matter of enforcing such unlawful policies, including, but not limited to, the right to participate in public meetings, engage in assembly, exercise free speech, freedom of movement, parental rights, as well as the right to informed consent and privacy in medical decisions; and

WHEREAS, it is the responsibility of the City of Porterville to respect and protect the rights and freedoms of its residents.

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

1. The City reaffirms its commitment to the principles of individual liberty, conscience rights, and medical freedom.

2. Every resident of Porterville has the right to make their own informed medical decisions, including the right to consent to or decline medical treatments and interventions, free from coercion, discrimination, or undue interference.
3. The City of Porterville will not discriminate against individuals based on their vaccination status or medical choices, and will respect the privacy of individuals' medical information.
4. The City of Porterville will abide by its primary obligation to individual civil rights as codified in the Federal and State Constitution being superior to public health emergencies.
5. The City of Porterville recognizes the importance of public health measures to protect the community within the law to promote public health, notwithstanding public health emergencies.
6. The City of Porterville acknowledges that many government agencies used regrettable enforcement of policies and mandates from proclamations that were both egregious and unconstitutional.
7. The City of Porterville recognizes its inherent authority to evaluate and either sanction or disapprove such policies, and recommit to its residents that it will refuse to follow unlawful directives, especially those that infringe upon protected rights or unjustly suspend the rule of law.
8. The City of Porterville encourages open and respectful dialogue on medical issues, fostering understanding and cooperation among its residents through Free Speech and open dialog without censorship.
9. The City of Porterville will continue to monitor and adapt its policies and practices to protect the rights and freedoms of its residents while also addressing public health concerns as embodied in the word of law, not including outside-the-law imposition.
10. The City of Porterville has a supreme obligation and sworn Oath to both the State and Federal Constitutions which is superior to all unlawful policies, mandates, or other unconstitutional orders that would supersede this primary duty.
11. This resolution is hereby enacted by the City of Porterville, and it shall serve as a reaffirmation of our commitment to the principles of medical freedom and individual rights.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2023.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Fernando Gabriel-Moraga,
Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

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 November 7, 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

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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.

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(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.

On August 2, 2023, Council Member Meister was made aware of the lack of drinking water and apparent lack of occasional water availability in the Del Oro Water Company system in the Springville area. During the March 2023 floods, six of the twelve water systems wells were damaged, several of which were damaged beyond repair. City staff was contacted by the Office of State Senator Shannon Grove in regard to the City-County Well Agreement, which dictates that at the request of the State and County, the City shall provide 3,000,000 gallons of water per month for the purpose of meeting emergency water needs in County jurisdiction and shall not charge the State or County for the water. Senator's Grove's Office has been coordinating with the State and Self-Help Enterprises in the potential placement of temporary tanks until Del Oro has completed its repair projects to sufficiently meet its customer demands.

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

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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

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was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

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

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019.

City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019.

Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains.

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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. At its meeting on August 2, 2022, the Council authorized \$1,074,948 for the drilling phase of Well 34 (Akin). At its meeting on October 3, 2023, the Council accepted the drilling phase as complete, with the final construction cost of \$865,402. The equipping phase is the next step in having this well online by the 2024 calendar year.

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

Item No.

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. City-County Well Agreement - May 10, 2016
3. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
4. State of California State of Emergency Proclamation: April 21, 2021
5. County of Tulare Drought Local Emergency Resolution: April 27, 2021
6. State Water Resources Control Board: Emergency Regulation - Water Conservation; January 4, 2022
7. Governor Newsom Executive Order N-7-22: March 28, 2022
8. State Water Resources Control Board: Emergency Regulation - Water Conservation; June 10, 2022
9. Governor Newsom Executive Order N-5-23: March 24, 2023
10. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Item No.

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

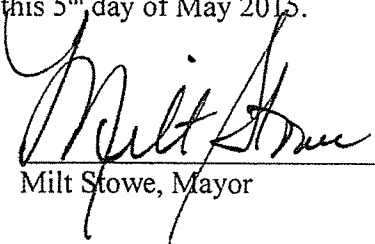
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

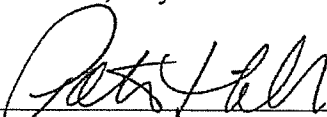
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

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

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. 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.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall 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 shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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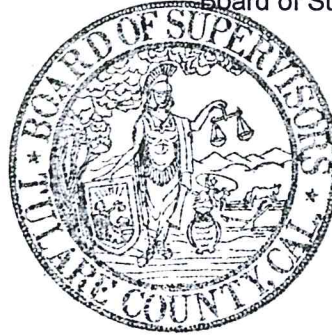
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

Legend

-  East Porterville Project Boundary
-  Parcels Within Project Boundary Area (1,776)
-  City Limits
-  UDB

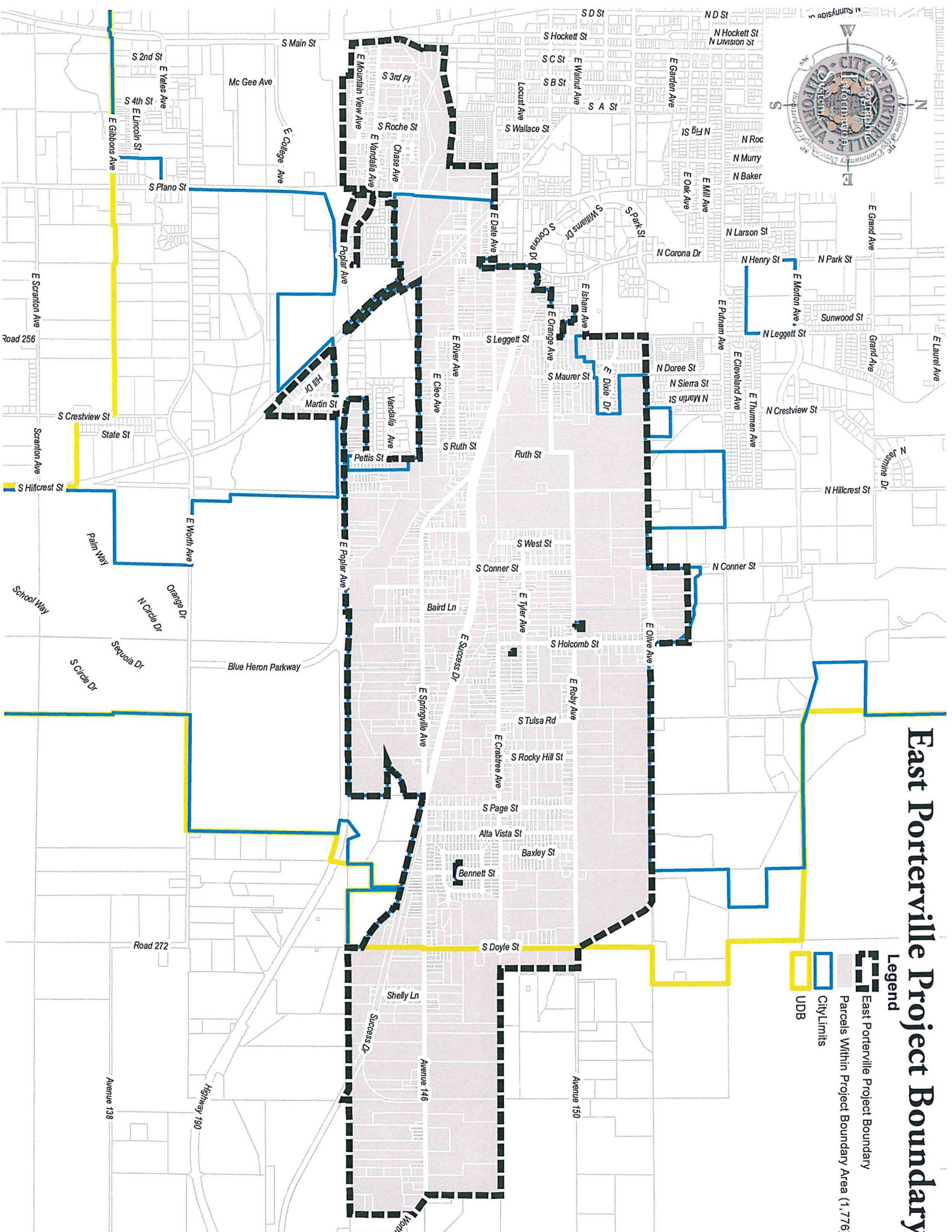
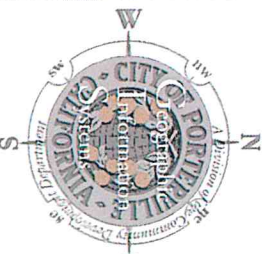


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

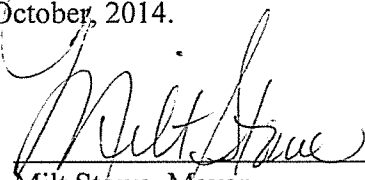
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

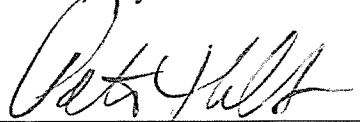
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, 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 regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

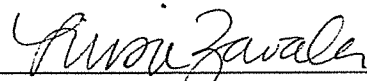
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



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 regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

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

Dear Governor Newsom:

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

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

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

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

Local FSA offices can provide affected farmers with further information.

Sincerely,

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

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

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

Contiguous Counties:

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

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

Contiguous Counties in Adjacent States:

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

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

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

RESOLUTION NO. 2021-0290

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOES: NONE

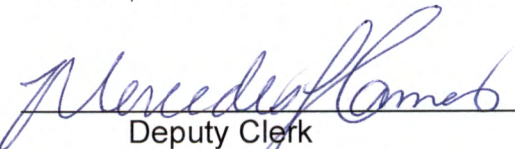
ABSTAIN: NONE

ABSENT: NONE

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



BY:


Deputy Clerk

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

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

WHEREAS:

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

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

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

THEREFORE BE IT RESOLVED THAT:

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

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

CERTIFICATION

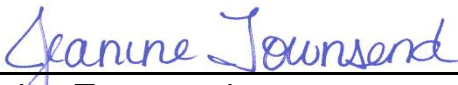
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

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

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

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

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) As used in this subdivision:

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

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

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

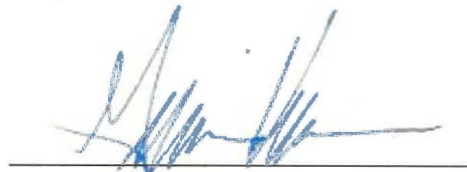
Groundwater Management Grant Program occurring on open and working lands to replenish and store water in groundwater basins that will help mitigate groundwater conditions impacted by drought, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Department of Water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

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

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

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

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



GAVIN NEWSOM
Governor of California

ATTEST:

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

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 996

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

**Government Code Sections 11346.1 and
11349.6**

OAL Matter Number: 2022-0606-03

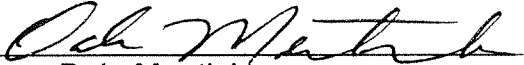
OAL Matter Type: Emergency (E)

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

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

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

Date: June 10, 2022


Dale Mentink
Assistant Chief Counsel

For: Kenneth J. Pogue
Director

**Original: Eileen Sobeck, Executive
Director**

Copy: Garrett Lenahan

EMERGENCY

For use by Secretary of State only

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

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

NOTICE

REGULATIONS

AGENCY WITH RULEMAKING AUTHORITY

State Water Resources Control Board

AGENCY FILE NUMBER (If any)

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

JUN 10 2022

2:06 PM

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

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

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Water Demand Reduction Emergency Regulation	1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)
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2. SPECIFY CALIFORNIA CODE OF REGULATIONS TITLE(S) AND SECTION(S) (Including title 26, if toxics related)

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)	ADOPT 996 AMEND REPEAL 23
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3. TYPE OF FILING

☐ Regular Rulemaking (Gov. Code §11346)	☐ 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.	☐ Emergency Readopt (Gov. Code, §11346.1(h))	☐ Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
☐ Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)	☐ Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	☐ File & Print	☐ Print Only
☒ Emergency (Gov. Code, §11346.1(b))	☒ Other (Specify) <u>Water Code Section 1058.5</u>		

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

☐ Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a))	☒ Effective on filing with Secretary of State	☐ \$100 Changes Without Regulatory Effect	☐ Effective other (Specify)
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6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

☐ Department of Finance (Form STD. 399) (SAM §6660)	☐ Fair Political Practices Commission	☐ State Fire Marshal
☐ Other (Specify)		

7. CONTACT PERSON Garrett Lenahan	TELEPHONE NUMBER (916) 341-5179	FAX NUMBER (Optional)	E-MAIL ADDRESS (Optional)
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8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE

Eric Oppenheimer

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

DATE

6/6/2022

TYPED NAME AND TITLE OF SIGNATORY

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

For use by Office of Administrative Law (OAL) only

AUTHORIZED FOR FILING AND PRINTING

JUN 10 2022

Office of Administrative Law

ADOPTED EMERGENCY REGULATION TEXT

Title 23. Waters

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

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 996. Urban Drought Response Actions

(a) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authority: Section 1058.5, Water Code.

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

**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.

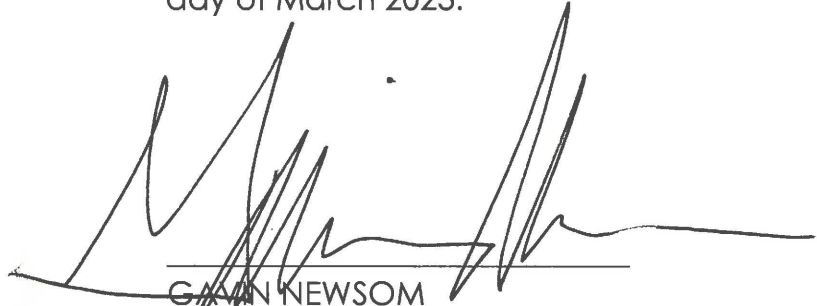
9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

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")



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

for the purpose of the

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

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

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

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

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

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

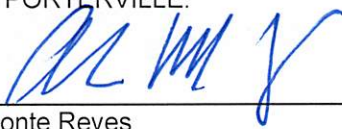
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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

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

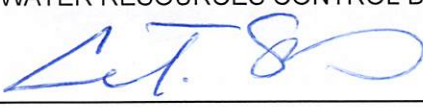
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

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

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

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

A.2. SCOPE OF WORK.

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

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

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

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

A.3 SIGNAGE

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



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

A.4 SCHEDULE.

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

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

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

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

A.5 PROGRESS REPORTS.

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

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

A.6 SPECIAL REPORTS.

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

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

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

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

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

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

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

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

B.2 RECIPIENT CONTRIBUTIONS.

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

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

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

B.3 VERIFIABLE DATA.

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

B.4 BUDGET COSTS

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

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

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

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

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

B.5 LINE ITEM ADJUSTMENTS.

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

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

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

B.6 REIMBURSEMENT PROCEDURE.

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

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

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

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

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

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

EXHIBIT D – SPECIAL CONDITIONS

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

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

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

3. Acknowledgements.

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

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

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

7. Environmental/Technical Special Conditions

Technical:

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

Environmental:

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

12. [RESERVED].

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

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

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

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

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

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

xxi. [RESERVED].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Public Hearing and Consideration of Establishing New City Sewer Rates

SOURCE: Public Works

COMMENT: At its meeting on September 19, 2023, the City Council approved setting of a Public Hearing for November 21, 2023, to conduct a protest hearing and consider a Sewer Rate increase. In accordance with Proposition 218 legal requirements, the City must provide, at minimum, a 45-day notice for a protest hearing on proposed fee increases. To comply with Proposition 218 legal requirements, the City mailed the record owner of the property subject to the proposed rates or the tenant directly liable for the payment of sewer service fees a Notice of Public Hearing on September 29, 2023. On October 6, 2023, an amended Notice of Public Hearing was mailed which included the 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the effective date or the date of adoption, whichever is later.

The City published a Notice of Public Hearing in the Porterville Recorder on October 28, 2023, and November 10, 2023. In addition, the Notice of Public Hearing was uploaded to the City website on October 17, 2023. The Notice of Public Hearing provided the record owner of the property subject to proposed rates or tenant directly liable for payment with instructions on how to file a protest against the proposed Sewer rate increase as follows:

"YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of sewer service fees (i.e. a customer of record), you may submit a written protest against the proposed rate changes. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the Public Hearing, as long as they are received prior to the conclusion of public testimony at the Public Hearing. Please identify on the front of the envelope "Sewer Rate Protest" for any protest, whether mailed or submitted in person to the City Clerk. Protests submitted verbally, or by e-mail, facsimile, or other electronic means will not be accepted.

Each protest must (1) be in writing; (2) state opposition to the proposed sewer rate increase; (3) provide the location of the owner's identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted.

Item No.

At the conclusion of the Public Hearing, the City Council will consider adopting the proposed sewer rate increases, which are outlined on the reverse side of the notice. If, at the close of the Public Hearing, written protests against the proposed sewer rate increases are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the City will not approve the proposed sewer rates. If, at the close of the Public Hearing, written protests against the proposed sewer rate increases do not present a majority of record owners of affected parcels and customers of record, the City Council will be authorized to impose rate increases up to the amounts proposed. If adopted, new sewer rates will be effective January 1, 2024." Pursuant to California Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the date of adoption."

Carollo Engineers completed a Sewer Rate Study in May 2023. The Sewer Rate Study's objective was to ensure that sewer revenues cover the cost of services, meet the debt coverage and reserve requirements, and provide revenue for capital improvements to the City's sanitary sewer system. In the Sewer Rate Study, Carollo Engineers projected a substantial revenue shortfall as revenue under existing rates is insufficient. To address the revenue shortfall, a rate increase is required to: (1) adequately cover operating and capital costs, debt payments, and debt service coverage; (2) adequately fund the sewer system so it can be operated safely and provide residents and businesses with clean, safe and reliable sewer service; (3) provide timely maintenance of existing facilities; and (4) upgrade the City's wastewater treatment facility to meet Title 22 disinfected tertiary recycled water standard to comply with sustainability efforts.

During the Council's Study Session on August 29, 2023, staff and Carollo Engineers presented the Sewer Rate Study, outlining the three alternative sewer rate increases, which provide adequate revenue to address annual debt service coverage issues and provide the City with the financial capacity to address future operation and capital costs. The proposed sewer rates include two classes: (1) Residential Customer Class and (2) Non-Residential Customer Class, with a variable water consumption-based usage charge.

The Council's preferred alternative was Alternative 3, Residential Consolidation Sewer Rates. Under this alternative, single-family, multi-family, and trailer parks fall under the Residential Customer Class and represent a consolidation of sewer rates with a uniform monthly rate for all residential customers. Under the consolidated residential rate increase, a single-family bill would increase from \$26.87 to \$29.55 and a typical multi-family/ trailer park bill would increase from \$25.52 to \$29.55 on January 1, 2024. The consolidated residential rates will increase on July 1, 2024 to \$39.10; on July 1, 2025 to \$42.40; on July 1, 2026 to \$46.00 and on July 1, 2027 to \$49.90, after which time no further automatic adjustments would take place without a new notice and hearing pursuant to Proposition 218.

Item No.

The Non-Residential Customer Class represents all non-residential customers and is based on variable water consumption and concentration. The variable sewer use charge is the rate the City charges per unit of water consumption (one unit of water equates to 748 gallons or 100 cubic feet). The variable charge will be different from one bill to another, depending on customer class and water consumption.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing to consider the adoption of increases to the rates for sewer service;
2. Receive any additional written protests;
3. Direct the City Clerk to tally the protests and report the total; and
4. Consider approval of the attached draft Resolution, if the tally does not exceed a majority protest as determined by the City Clerk.

ATTACHMENTS:

1. Draft Resolution
2. Proposition 218 Notice of Public Hearing On Proposed Increases To Sewer Rates
3. Sewer Utility Rate Study

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONCERNING INCREASING SEWER RATES THROUGH AND INCLUDING
FISCAL YEARS 2023/2004 THROUGH 2027/2028**

WHEREAS: The City of Porterville, through Municipal Code Chapter 25, is empowered to provide Residential, Commercial and Industrial customers with Sewer collection and wastewater treatment services; and

WHEREAS: By Chapter 25, the City Council of the City of Porterville may establish rates necessary to operate said Sewer collection and treatment services. The charges by the City for its Sewer collection and treatment are to be collected monthly by the finance department for the use and benefit of the City and shall be fixed by resolution of the City Council; and

WHEREAS, the City performed a Sewer Rate Study completed by Carollo Engineers in 2023. The “Study” determined that current Sewer rates are insufficient to support current and future operations. Carollo Engineers recommended adopting a rate structure modification as well as a plan of annual rate adjustments for Fiscal Year (“FY”) 2023/2024 through FY 2026/2027 that are sufficient for the immediate and future operating needs of the Sewer collection and wastewater treatment system; and

WHEREAS, the Study demonstrates a need to increase the Sewer rates as follows:

		PROPOSED RATE INCREASE				
RESIDENTIAL RATES	EXISTING RATES	2023/24	2024/25	2025/26	2026/27	2027/28
Single Family Residential - per unit	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90
Multi Family Residential-per unit	\$25.52	\$29.95	\$39.10	\$42.40	\$46.00	\$49.90
Trailer Park - per space	\$25.52	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90

COMMERCIAL RATES		PROPOSED RATE INCREASE				
per hcf	EXISTING RATES	2023/24	2024/25	2025/26	2026/27	2027/28
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50
Bars, Hotels w/o Dining	\$1.22	\$3.43	\$4.54	\$4.93	\$5.34	\$5.80
Stores, Offices, Markets	\$1.04	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
Hospital, Rest Homes	\$1.09	\$3.08	\$4.07	\$4.42	\$4.80	\$5.20
Multi-units with Cons	\$1.19	\$3.37	\$4.46	\$4.84	\$5.25	\$5.70
Mortuaries	\$1.95	\$9.81	\$13.00	\$14.10	\$15.30	\$16.60
Service Stations and Auto Repairs	\$1.36	\$3.80	\$5.04	\$5.47	\$5.93	\$6.43
Restaurants	\$2.97	\$8.63	\$11.44	\$12.41	\$13.46	\$14.61
Churches	\$0.42	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
Schools	\$0.30	\$2.51	\$3.32	\$3.60	\$3.91	\$4.24
City of Porterville	\$0.83	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
State Hospital	\$1.09	\$3.08	\$4.07	\$4.42	\$4.80	\$5.20
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve an increase in sewer rates as proposed. The following rates shall be implemented as the rates of sewer pursuant to Chapter 25–15 for all Sewer bills generated after January 1, 2024.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2023.

Martha Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

*** Modificado el 2 de octubre de 2023

*** Amended October 2, 2023

PROPOSICIÓN 218 AVISO DE AUDIENCIA PÚBLICA SOBRE AUMENTOS PROPUESTOS EN TARIFAS DE DRENAJE SANITARIO

SE NOTIFICA que la ciudad de Porterville llevará acabo una audiencia pública el 21 de noviembre de 2023 a las 6:30 pm en la cámara del consejo municipal, ubicada en 291 North Main Street, Porterville, CA 93257, para considerar la adopción de los aumentos a las tarifas de sus cargos por servicio de drenaje sanitario. El propósito de la audiencia pública es para tomar los comentarios escritos y orales y considerar todas las reclamaciones por escrito en contra de los aumentos de tarifas propuestos. Las reclamaciones por escrito deben ser presentadas con el secretario municipal de la ciudad de Porterville.

SUS DERECHOS: Si usted es el propietario del registro de una propiedad sujeta a las tarifas propuestas o un inquilino directamente responsable por el pago de los cargos por servicio de drenaje sanitario (es decir, un cliente de registro), puede presentar una protesta por escrito en contra de los cambios propuestos en las tarifas. Sólo una protesta escrita por parcela será contada. Protestas escritas pueden ser enviadas por correo al secretario municipal de la ciudad de Porterville, ubicado en 291 N. Main Street, Porterville, CA 93257, o en persona en la audiencia pública, siempre y cuando se hayan recibido antes de la conclusión del testimonio público en la audiencia pública. Por favor identifique en el frente del sobre "Sewer Rate Protest" por cualquier protesta, ya sea por correo o entregarse personalmente al secretario municipal. Las protestas presentadas verbalmente, o por correo electrónico, fax o cualquier otro medio electrónico no serán aceptadas. Para obtener más información acerca de este aviso, por favor llame a la ciudad al (559) 782-7514. De conformidad con la sección 53759 del Código de Gobierno de California, existe un plazo de prescripción de 120 días para impugnar cualquier tarifa o cargo nuevo, aumentado o ampliado a partir de la fecha de adopción.

PROPOSITION 218 NOTICE OF PUBLIC HEARING ON PROPOSED INCREASES TO SEWER RATES

NOTICE IS HEREBY GIVEN that the City of Porterville will hold a Public Hearing on November 21, 2023, at 6:30 pm in the City Council Chambers, located at 291 North Main Street, Porterville, CA 93257, to consider the adoption of increases to the rates for its sewer service fees. The purpose of the public hearing is to take written and oral comments and consider all written protests against the proposed rate increases. Written protests must be filed with the City of Porterville City Clerk.

YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of sewer service fees (i.e., a customer of record), you may submit a written protest against the proposed rate changes. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the public hearing, so long as they are received prior to the conclusion of public testimony at the public hearing. Please identify on the front of the envelope “Sewer Rate Protest” for any protest, whether mailed or submitted in person to the City Clerk. Protests submitted verbally, or by e-mail, facsimile, or other electronic means will not be accepted.

Each protest must (1) be in writing; (2) state opposition to the proposed sewer rate increase; (3) provide the location of the owner’s identified parcel (by assessor’s parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted.

At the conclusion of the public hearing, the City Council will consider adopting the proposed rate increases, which are outlined on the reverse side of this notice. If, at the close of the public hearing, written protests against the proposed sewer rate increases are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the City Council will not approve the proposed sewer rates. If, at the close of the public hearing, written protests against the proposed rate increases do not present a majority of record owners of affected parcels and customers of record, the City Council will be authorized to impose rate increases up to the amounts proposed. If adopted, new sewer rates will be effective January 1, 2024. Pursuant to California Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the date of adoption.

THE NEED FOR SEWER RATE INCREASES: The City makes every effort to provide its customers with sewer service in the most efficient and cost-effective manner possible. The City continuously evaluates operational costs and utilization of the assets it holds, it must also keep pace with inflation, maintain and upgrade aging infrastructure, and other cost increases.

Due to the lack of a rate increase in the past 17 years the City’s Field Services /Sewer Division is projecting a substantial revenue shortfall as revenue under existing rates is insufficient. To address the revenue shortfall a rate increase is required to: (1) adequately cover operating and capital costs, debt payments, and debt service coverage; (2) adequately fund the sewer system so it can be operated safely and provide residents and businesses with clean, safe and reliable sewer service; (3) provide timely maintenance of existing facilities; and (4) upgrade the City’s wastewater treatment facility to meet Title 22 disinfected tertiary recycled water standards to comply with sustainability efforts.

PROPOSED ANNUAL RATE INCREASES & BILL IMPACT: The proposed sewer rates include two classes: (1) Residential Customer Class and (2) Non-Residential Customer Class, a variable water consumption-based usage charge.

The Residential Customer Class represents a consolidation of sewer rates with a uniform rate for all residential customers. Under the consolidated residential rate increase a single-family bill would increase from \$26.87 to \$29.55 and a typical Multi-family/Trailer Park bill would increase from \$25.52 to \$29.55 on January 1, 2024. The consolidated residential rates will increase on July 1, 2024 to \$39.10; on July 1, 2025 to \$42.40; on July 1, 2026 to \$46.00 and on July 1, 2027 to \$49.90, after which time no further automatic adjustments would take place absent of a new notice and hearing pursuant to Proposition 218.

The Non-Residential Customer Class represents all non-residential customers and is based on variable water usage. The variable sewer use charge is the rate the City charges per unit of water consumption (one unit of water equals 748 gallons or 100 cubic feet). The variable charge will be different from one bill to another, depending on customer class and on water consumption. The proposed rate increase for each class and service are as follows:

		PROPOSED RATE INCREASE				
RESIDENTIAL RATES	EXISTING RATES	2023/24	2024/25	2025/26	2026/27	2027/28
Single Family Residential - per unit	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90
Multi Family Residential-per unit	\$25.52	\$29.95	\$39.10	\$42.40	\$46.00	\$49.90
Trailer Park - per space	\$25.52	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90

COMMERCIAL RATES		PROPOSED RATE INCREASE				
per hcf	EXISTING RATES	2023/24	2024/25	2025/26	2026/27	2027/28
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Bars, Hotels w/o Dining	\$1.22	\$3.43	\$4.54	\$4.93	\$5.34	\$5.80
Stores, Offices, Markets	\$1.04	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
Hospital, Rest Homes	\$1.09	\$3.08	\$4.07	\$4.42	\$4.80	\$5.20
Multi-units with Cons	\$1.19	\$3.37	\$4.46	\$4.84	\$5.25	\$5.70
Mortuaries	\$1.95	\$9.81	\$13.00	\$14.10	\$15.30	\$16.60
Service Stations and Auto Repairs	\$1.36	\$3.80	\$5.04	\$5.47	\$5.93	\$6.43
Restaurants	\$2.97	\$8.63	\$11.44	\$12.41	\$13.46	\$14.61
Churches	\$0.42	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
Schools	\$0.30	\$2.51	\$3.32	\$3.60	\$3.91	\$4.24
City of Porterville	\$0.83	\$2.90	\$3.83	\$4.16	\$4.51	\$4.90
State Hospital	\$1.09	\$3.08	\$4.07	\$4.42	\$4.80	\$5.20
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85



City of Porterville

Sewer Utility Rate Study

FINAL | December 2022

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Abbreviations

BOD	biological oxygen demand
Carollo	Carollo Engineers, Inc.
CIP	Capital Improvement Program
City	City of Porterville
FYE	fiscal year ending
HCF	hundred cubic feet
lbs/day	pounds per day
MG	million gallons
mg/L	milligrams per liter
mgd	million gallons per day
O&M	Operations and Maintenance
RCNLD	Replacement Cost New Less Depreciation
SRF	Sewer Revolving Fund
Study	2022 Sewer Utility Rate Study
TSS	Total Suspended Solids
WEF	Water Environment Federation
WWTF	Wastewater Treatment Facility
WWTFR	Wastewater Treatment Facility Capital Fund

1.0 Introduction

1.1 City of Porterville Service Area Overview

The City of Porterville (City) provides wastewater services for all residential, commercial, and industrial discharges within the city. East Porterville's sanitary sewer service is managed by the Porter Vista Public Utilities District but treated at the City's wastewater treatment facility (WWTF). The City owns and maintains approximately 2,278 manholes, 24 lift stations, 9,980 feet of force mains, and over 48 miles of gravity sewer pipes to receive, treat, and dispose of approximately 4.69 million gallons per day (mgd) of wastewater. The WWTF has significantly expanded its capacity over time with an original capacity of 1.8 mgd in 1954 to its current capacity, since 1994, of 8.0 mgd. However, a discharge order restricts the monthly average daily discharge to 5.3 mgd. Treated effluent is pumped through a 4.5-mile pipeline to the southwest area of town where it is applied to effluent irrigation areas or percolated into the ground via percolation basins during winter months.

1.2 Study Background

1.2.1 Purpose and Key Drivers

The City retained Carollo Engineers, Inc., (Carollo), an independent rate consultant, to conduct a Sewer Utility Rate Study (Study) for the City's sewer rates for residential, commercial, industrial, and septic waste haulers. This Study is driven largely by the need for an updated analysis with sewer rates based on currently relevant assumptions, allocations, revenues, expenses, and capital improvements. The City's last sewer utility rate study was conducted in 2003 with the intent of establishing and implementing rates that would sufficiently recover annual wastewater operations for the first time, as the City was drawing down its operating and capital fund reserves and introduced a new structure that provided improved rate equity among customer classes. The analysis resulted in recommending significant rate increases, phased in over a three-year period, including a 30-year debt financing plan which the City is currently repaying.

Significant upcoming capital costs are also driving the reason for this Study. The sewer infrastructure and WWTF capital improvement programs (CIP) will incur much of its costs earlier in the study period (FY 2024 and FY 2025), while the lift station upgrade and digester improvements are notable exceptions that will remain annual expenses throughout the study period (FY 2031). For purposes of this Study, the City has identified capital projects totaling nearly \$123 million over the duration of the study period (FY 2021 to FY 2031), which will be recovered through a combination of proceeds from previous debt issuances, developer fees, and rates/cash reserves. While the City is not planning to finance these projects with additional debt issuances, it does have existing debt obligations that will continue to be paid through FY 2049. Lastly, the City was aware of local septic haulers becoming a larger portion of their flows and strengths due to the City's significantly lower rate charged per thousand gallons when compared to that of neighboring utilities. Therefore, the City sought to appropriately increase their septic rates to those more in alignment and commensurate with the actual costs the City incurs to treat their flows and strengths.

1.3 Rate Development Process Overview

1.3.1 Step-By-Step Rate Development Approach

Carollo used an industry standard step-by-step approach when reviewing the City's sewer rates. This approach is consistent with industry standards established within the Water Environment Federation's (WEF) *Manual of Practice No. 27 Financing and Charges for Wastewater Systems*. This step-by-step approach is summarized and outlined in Figure 1.

1.3.1.1 Revenue Requirements Overview

The revenue requirements analysis tests the utility's fiscal health. It compares the City's forecasted revenues to its forecasted operations and maintenance (O&M) expenses, capital improvement costs, debt service, and reserve policies to determine the adequacy of the existing rates to recover costs. If the City falls short of any of these benchmarks, then rate revenue likely needs adjustments.

Cash Flow Test

Carollo compiled the City's FY 2021 expenses (budgeted) as the base year for O&M expenses. Carollo also collected information related to current cash and restricted/unrestricted fund balances and internal and external policies, and all other future operating and non-operating revenues and expenditures. With these cost drivers established, a cash flow sufficiency test is typically used to define the annual revenues necessary in the event net cash flow at the end of each FY is negative.

Debt Coverage Test

Debt coverage is the amount of annual revenue, in excess of annual operating expenses and annual debt service, that the City must generate. This is represented as a percentage of the annual debt service and is typically outlined in the official statement for each debt issuance. The City's current annual debt coverage ratio minimum is 125 percent of annual debt service.

Reserve Funds Test

The reserve funds test reviews end of fiscal year reserve balances compared with City reserve policies. This analysis reviewed the projected reserve balances at the end of the fiscal year compared with these policy targets.

1.3.1.2 Cost of Service Overview

The goal of the cost of service evaluation is to identify an equitable and fair nexus between the costs incurred by the City and the rates assessed to each customer.

Carollo reviewed historical customer billing data to confirm the number of units connected to the system, cost drivers, and cost allocations. Carollo then identified how fixed costs versus variable costs align to functional categories.

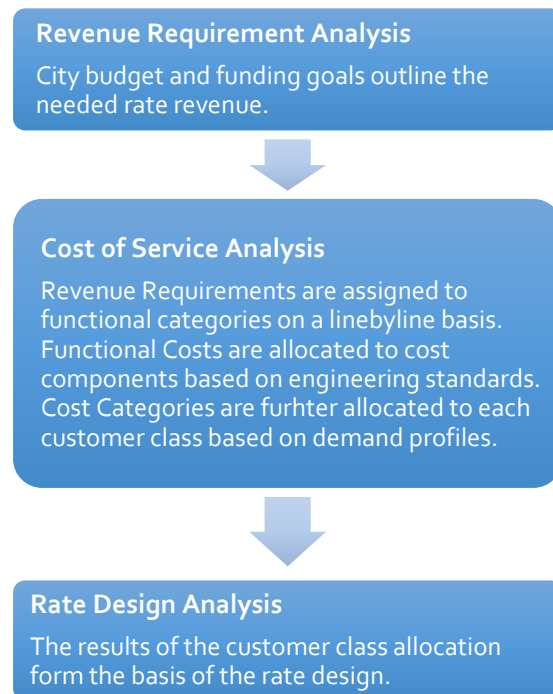


Figure 1 Overview of Rate-Setting Process

For the City, costs are primarily related to flow in million gallons (MG) and discharge/strength characteristics such as biological oxygen demand (BOD) and total suspended solids (TSS). The cost of service analysis takes the projected revenues from the previous step and allocates them to flow, BOD, TSS, and customer service functions based on the baseline system profile. These functionalized costs are allocated to each customer class in accordance with system flows and discharge/strength characteristics.

1.3.1.3 Rate Design Analysis

The Rate Design Analysis ties together the preceding steps into a final rate charged to each customer class. The rates calculated in this step incorporate the projected revenue requirements and the cost of service allocations into a fair and equitable cost recovery mechanism.

2.0 Revenue Requirements Analysis

The revenue requirements analysis has two main purposes – it serves as a means of evaluating each cost center’s fiscal health and adequacy of current rate levels; and it sets the basis for near- and long-term rate planning.

There are three tests utilized to define the recommended annual revenues necessary:

- **Cash Flow Sufficiency Test** – The cash flow test defines the amount of annual revenues that must be generated to meet annual expenditure obligations of the utility.
- **Debt Service Coverage Test** – Debt service coverage refers to the collection of revenues to meet all operating expenses and debt service obligations plus an additional multiple of that debt service. The City has a legally required minimum debt service coverage ratio of 1.25x which was used as the basis for this financial analysis. While a higher debt service coverage ratio can be more prudent and signal creditworthiness, it would likely be infeasible to incorporate an unnecessarily high ratio during other significant rate adjustment requirements.
- **Reserve Test** – End of year reserve balances for each of the City’s unrestricted reserve(s) should meet minimum target balances.

If revenues fail only one of these tests, then that respective shortfall sets the revenue increase. If multiple tests are failed, the greatest shortfall defines the required revenue increase.

Data was provided by City staff based on current projections for operating and non-operating expenditures, CIP, debt service, as well as baseline revenues. The City also provided baseline reserve balances and restricted fund targets.

2.1 Revenue Requirements Prior to Rate Increases

2.1.1 Expenditures

Table 1 and Table 2 summarize the City’s operating and non-operating expenditures forecasted during the rate-setting period (FY 2024 to FY 2028), respectively. Table 3 summarizes the City’s capital expenditures. Operating expenses are escalated by 3.0 percent annually while capital costs were provided by City staff and represent escalated dollars for their respective years.

Table 1 Operating Expenditure Forecast (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Sewer Operating System	\$1,496	\$1,541	\$1,587	\$1,635	\$1,684
Water Conservation Plant	3,305	3,405	3,507	3,612	3,720
Industrial Pre-Treatment	162	166	171	176	182
Laboratory	521	537	553	570	587
Stormwater O&M	281	290	298	307	317
Total Operating Expenses	\$5,765	\$5,938	\$6,116	\$6,300	\$6,489

Note:

(1) Totals may not tie due to rounding.

Table 2 Non-Operating Expenditure Forecast (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Interfund Transfers	\$600	\$600	\$600	\$600	\$600
Debt Service	4,592	7,000	6,999	6,997	7,000
Rate Funded Capital (PAYGO)	-	-	1,460	2,772	1,329
Total Non-Operating Expenses	\$5,192	\$7,600	\$9,059	\$10,370	\$8,929

Note:

(1) Totals may not tie due to rounding.

Table 3 Capital Expenditure Forecast (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Sewer Replacement	\$85	\$-	\$-	\$-	\$-
Island Annexation	3,050	2,580	2,420	-	-
Other Sewer Infrastructure	80	174	230	88	91
WWTF	32,187	31,090	1,093	1,596	99
Master Plans	207	214	221	229	237
Stormwater	1,545	1,591	1,639	1,688	1,739
Total Capital Expenses	\$37,154	\$35,649	\$5,603	\$3,601	\$2,166

Note:

(1) Totals may not tie due to rounding.

2.1.2 Revenues

Table 4 summarizes the City's forecasted revenues during the rate-setting period assuming no revenue increases to Charges for Service.

Table 4 Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Charges for Services:					
Sewer Service Charges	\$7,167	\$7,167	\$7,167	\$7,167	\$7,167
Porter Vista Revenue Offset	200	200	200	200	200
Other Revenues:					
Property Tax Assessments	187	188	189	190	191
Interest on Investments	41	42	42	42	43
Rent of Land – Agricultural	123	127	131	134	138
Sewer Dumping Charges	51	51	51	52	52
Lab Service Charges	381	383	384	386	388
Other Service Charges	5	5	5	5	5
Penalties	82	84	87	90	92
Other Revenues	5	6	6	6	6
Revenues Pre-Increase	\$8,242	\$8,252	\$8,262	\$8,272	\$8,283

Note:

(1) Totals may not tie due to rounding.

2.2 Cash Flow Test

Table 5 summarizes the City's forecasted revenues during the rate-setting period, assuming no revenue increases. The City is projected to have a cash flow deficit beginning in FY 2024.

Table 5 Cash Flow Test Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Total Revenues	\$8,242	\$8,252	\$8,262	\$8,272	\$8,283
Total Operating Expenses	5,765	5,938	6,116	6,300	6,489
Debt Service	4,592	7,000	6,999	6,997	7,000
Interfund Transfers	600	600	600	600	600
Rate Funded Capital (PAYGO)	–	–	1,460	2,772	1,329
Total Policy Expenditures	234	597	360	652	1,237
Cash Flow Pre-Increase	\$(2,949)	\$(5,883)	\$(7,273)	\$(9,049)	\$(8,372)

Note:

(1) Totals may not tie due to rounding.

2.3 Debt Service Coverage Test

Table 6 summarizes the debt service coverage test forecast for the rate-setting period. Debt service coverage is calculated as the ratio of the City's net income to its annual debt service. Without rate increases, the City is projected to fall below its required debt service coverage ratio of 125 percent (1.25x) in FY 2024 and beyond.

Table 6 Debt Coverage Test Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Total Revenues	\$8,242	\$8,252	\$8,262	\$8,272	\$8,283
Sewer Expenses	5,765	5,938	6,116	6,300	6,489
Debt Service	4,592	7,000	6,999	6,997	7,000
Debt Coverage (1.25x)	1,148	1,750	1,750	1,749	1,750
Coverage Ratio Pre-Increase	0.54x	0.33x	0.31x	0.28x	0.26x

Note:

(1) Totals may not tie due to rounding.

2.3.1 Capital Planning and Reserves

The projected reserve balances for the Sewer Operating Fund, Wastewater Treatment Facility Capital Fund (WWTFR), and Sewer Revolving Fund (SRF) are presented in Table 7 through Table 9, respectively.

Beginning reserve fund balances for FY 2024 and current targets were provided by City staff. The City is projected to meet its reserve policy targets in 2028, as shown in Table 10.

Table 7 Sewer Operating Fund Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Beginning Balance	\$1,188	\$867	\$1,148	\$901	\$363
Addition to Meet Min. Balance	234	597	360	652	1,237
Cash Flows	(555)	(316)	(607)	(1,190)	782
Ending Balance Prior to Transfers	867	1,148	901	363	2,381
Transfers From/(To) WWTFR	–	–	–	–	(102)
Ending Balance	\$867	\$1,148	\$901	\$363	\$2,279
Minimum Target	\$1,422	\$1,464	\$1,508	\$1,553	\$1,600

Notes:

(1) Totals may not tie due to rounding.

(2) City's minimum reserve balance is 90 days of operating expenses.

Table 8 WWTFR Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Beginning Balance	\$728	\$1,884	\$1,629	\$728	\$728
Transfer from Sewer Operating Fund	300	300	300	300	300
Less: Use of Funds	(300)	(1,457)	(1,202)	(300)	(300)
Ending Balance Prior to Transfers	1,884	1,629	728	728	728
Transfers From/(To) Operating	–	–	–	–	102
Ending Balance	\$1,884	\$1,629	\$728	\$728	\$830
Minimum Target	\$428	\$428	\$428	\$428	\$428

Notes:

(1) Totals may not tie due to rounding.

(2) City's minimum reserve balance is 1.0% of replacement cost new less depreciation (RCNLD).

Table 9 SRF Revenue Forecast Prior to Rates and Fees Increase (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Beginning Balance	\$4,254	\$1,800	\$1,800	\$1,800	\$1,800
Transfer from Sewer Operating Fund	300	300	300	300	300
Less: Use of Funds	(2,754)	(300)	(300)	(300)	(300)
Ending Balance Prior to Transfers	1,800	1,800	1,800	1,800	1,800
Transfers From/(To) WWTFR	–	–	–	–	94
Ending Balance	\$1,800	\$1,800	\$1,800	\$1,800	\$1,894
Minimum Target	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

Notes:

(1) Totals may not tie due to rounding.

(2) City's minimum reserve balance is 90 days of operating expenses.

Table 10 Reserves Target Test (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Ending Operating Fund Balance	\$867	\$1,148	\$901	\$363	\$2,279
Days of O&M Expenditures	55 days	71 days	54 days	22 days	129 days
Operating Revenue Balance Above/(Under) Target	\$(555)	\$(316)	\$(607)	\$(1,190)	\$679

2.4 Revenue Requirements with Recommended Rate Increase

Based on the projected deficits in the debt service coverage test presented in Table 6, Carollo recommends annual revenue increases of 32.5 percent from FY 2024 to FY 2025 and 8.5 percent annual revenue increases from FY 2026 to FY 2028. 3.0 percent annual revenue increases are recommended throughout the remainder of the study period. The revenue plan shown in Table 11 is projected to generate sufficient revenues to meet all three financial tests and provide adequate financial capacity for unexpected future cashflow events.

Table 11 Cash Flow with Recommended Revenue (\$ thousands)

Description	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Revenue Increase	32.5%	32.5%	8.5%	8.5%	8.5%
Baseline Rate Revenue	7,367	7,367	7,367	7,367	7,367
Revenue from Increase	2,394	5,567	6,666	7,859	9,153
Non-Operating Revenue	875	885	895	905	916
Less: Rate Increase Delay	–	–	–	–	–
Less: Expenditures	(11,191)	(14,135)	(15,535)	(17,322)	(16,655)
Cash Flow After Increases	\$(555)	\$(316)	\$(607)	\$(1,190)	\$782

3.0 Cost of Service

The cost-of-service portion of the rate analysis creates an equitable and fair basis for collecting rates from each customer class. This analysis initially allocates costs to functional categories based on how the City's system is designed and operated. These functional category costs are then allocated to each customer class based on how they use the system, as measured by the units for each functional category. For instance, customer classes with higher overall flow will be assigned a greater share of costs incurred to convey and treat that volume of flow. Classes with higher BOD or TSS concentrations in their wastewater discharge will be allocated a greater share of costs to handle and treat these constituents.

The functional cost allocation takes these projected revenue requirements and allocates them to individual functional costs related to the City's collection, treatment, and administrative processes. Each of the City's expenses are allocated based on the respective function it serves. In the City's case, these functions are flow, BOD, and TSS.

The customer class allocation takes these functional costs and further assigns them to each class based on their typical usage of the system. Classes that generate more flow or have more accounts are assigned a greater share of flow or customer service-related costs, respectively. Finally, rate design calculates a rate for each class based on the total allocated costs and the units for cost recovery.

3.1 Functional Cost Allocation

The City's last rate study, completed in 2003, developed cost allocation factors to recover previously excluded operational costs. The approach used in that study is maintained here because the City's cost driver categories are largely unchanged, however since the number of capital costs have increased significantly, the focus for this step was how to best allocate each to flow, BOD, and TSS.

Table 12 outlines the City's three cost allocation categories. Given a lack of available information to determine otherwise and to keep the calculations straightforward and replicable, individual capital costs are allocated in full, half, or equally divided in thirds across the three functions. The total allocation split for capital costs is the quotient of the summed allocated cost divided by total capital cost. Existing debt service and fixed assets are both allocated in nearly equal thirds while O&M expenses are half allocated to flow with the remaining 50 percent split equally among both BOD and TSS. Similar to the capital cost calculation, the total functional allocation percentages are the quotient of the allocated amounts divided by the total estimated costs.

Table 12 Cost Allocation Percentage Bases

Allocation Items	Flow	BOD	TSS
Operating Expenses	50.0%	25.0%	25.0%
Existing Debt Service	34.0%	33.0%	33.0%
Capital Costs	27.7%	36.2%	36.2%
Fixed Assets	34.0%	33.0%	33.0%
Total	35.0%	32.5%	32.5%

As shown in Table 12, the City's total costs are almost evenly split between flow (35.0 percent), followed by BOD and TSS (both at 32.5 percent). The functional allocation uses the full study period (FY 2022 to FY 2031) rather than the five-year rate-setting period so that rates continue recovering these anticipated costs, regardless of the particular year in which they were incurred. Results of the cost allocation are shown in Table 13.

Table 13 Cost Allocation Results (\$ thousands)

Expenditure Items	Flow	BOD	TSS
Operating Expenses	\$31,148	\$15,574	\$15,574
Existing Debt Service	20,551	19,947	19,947
Capital Costs	32,467	42,398	42,398
Fixed Assets	5,982	5,806	5,806
Total	\$90,148	\$83,725	\$83,725

Annual revenue requirements, including their allocations by functional category for the duration of the rate-setting period, are shown in Table 14.

Table 14 Functional Cost Allocations throughout the Rate-Setting Period (\$ thousands)

Functional Categories	Allocation	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Flow	35.0%	\$ 3,323	\$ 4,404	\$ 4,778	\$ 5,184	\$ 5,625
BOD	32.5%	3,087	4,090	4,437	4,815	5,224
TSS	32.5%	3,087	4,090	4,437	4,815	5,224
Total Revenue Requirement		\$9,499	\$12,585	\$13,655	\$14,815	\$16,074

3.2 Customer Class Allocation

The annual allocated revenue requirements are allocated to each customer class based on the number of units of service that each customer class has for a particular category. That calculation starts by measuring the units of service for each class. The total number of accounts, annual flow, and annual BOD and TSS loadings are shown in Table 15. This table also shows the percent of the total for each class for each particular constituent.

City staff provided Carollo with customer billing data which included the number of accounts, dwelling units, and flow (mgd) for use in development of the cost-of-service analysis as well as development of revenue under existing rates. The cost-of-service analysis determines each class's proportional contribution (through each of the three cost allocation categories; Flow, BOD, and TSS) based on billing data supplied by City staff.

Due to limited current class-specific strength data (milligrams per liter [mg/L] for BOD and TSS), Carollo maintained the existing assumed strengths used in the previous 2003 study. Those strengths are then converted into pounds per day (lbs/day) by multiplying each customer class's flow by their respective strengths (mg/L) times 8.34 pounds per gallon. These resulting pounds, by customer class, are then divided by total contributed pounds to arrive at respective allocation percentages by customer class. The most notable change since the previous study is that flows from each customer class have markedly increased while septic waste haulers have significantly increased their flows and as a result their contaminant contributions.

Table 15 Accounts, Flow, BOD, and TSS by Class

Customer Classes	Accounts	Dwelling Units	Flow		BOD			TSS		
			mgd	%	mg/L	lbs	%	mg/L	lbs	%
Residential										
Single Family Residential	11,804	39,779	3.0153	57.3%	250	6,287	56.6%	175	4,401	49.1%
Multi-Family Residential	656	7,675	1.0669	20.3%	250	2,224	20.0%	175	1,557	17.4%
Trailer Park – Spaces	263	1,178	0.1638	3.1%	250	341	3.1%	175	239	2.7%
Commercial										
Car Wash, Laundry, Packing House	23		0.0278	0.5%	100	23	0.2%	150	35	0.4%
Bars, Hotels w/o Dining	13		0.0164	0.3%	200	27	0.2%	200	27	0.3%
Stores, Offices, Markets	695		0.6105	11.6%	150	764	6.9%	150	764	8.5%
Hospital, Rest Homes	27		0.0202	0.4%	250	42	0.4%	100	17	0.2%
Multi-Unit with Cons	4		0.0013	0.0%	250	3	0.0%	150	2	0.0%
Mortuaries	2		0.0025	0.0%	800	17	0.2%	800	17	0.2%
Service Stations and Auto Repairs	63		0.0695	1.3%	180	104	0.9%	280	162	1.8%
Restaurants	98		0.0834	1.6%	800	557	5.0%	600	417	4.7%
Churches	61		0.0746	1.4%	150	93	0.8%	150	93	1.0%
Schools	51		0.0518	1.0%	130	56	0.5%	100	43	0.5%
City of Porterville	23		0.0215	0.4%	150	27	0.2%	150	27	0.3%
State Hospital	1		0.0013	0.0%	250	3	0.0%	100	1	0.0%
Industrial	15		0.0215	0.4%	150	27	0.2%	100	18	0.2%
Septic Tanks	7		0.0114	0.2%	0	512	4.6%	12,000	1,139	12.7%
Totals	13,806	48,633	5.2597			11,108			8,959	

Each of the functional categories are allocated to each customer class by multiplying the annual revenue requirements for a FY 2024 test year in Table 14 by their respective allocation percentages in Table 15. This step is repeated for each of the three constituents (Flow, BOD, TSS) thereby determining each customer class's respective FY 2024 Test Year revenue requirement, by constituent, in Table 16.

Table 16 Total Cost Allocation by Class for FY 2024 Test Year

Customer Classes	Flow	BOD	TSS	Total Rev Req
Residential				
Single Family Residential	\$1,905,248	\$1,746,947	\$1,516,201	\$5,168,396
Multi-Family Residential	674,105	618,096	536,455	1,828,656
Trailer Park – Spaces	103,484	94,886	82,353	280,722
Commercial				
Car Wash, Laundry, Packing House	\$17,572	\$6,445	\$11,986	\$36,002
Bars, Hotels w/o Dining	10,383	7,616	9,443	27,443
Stores, Offices, Markets	385,775	212,234	263,144	861,153
Hospital, Rest Homes	12,779	11,718	5,811	30,308
Multi-Unit with Cons	799	732	545	2,076
Mortuaries	1,597	4,687	5,811	12,096
Service Stations and Auto Repairs	43,929	29,001	55,934	128,864
Restaurants	52,715	154,671	143,830	351,216
Churches	47,124	25,925	32,144	105,193
Schools	32,747	15,614	14,892	63,252
City of Porterville	13,578	7,470	9,262	30,310
State Hospital	799	732	363	1,894
Industrial	13,578	7,470	6,175	27,222
Septic Tanks	7,188	142,368	392,264	541,820
Total	\$3,323,400	\$3,086,611	\$3,086,611	\$9,496,622

4.0 Rate Design Analysis

The rate design analysis ties together the prior two steps (revenue requirement analysis and cost of service analysis) into fair and equitable rates assessed to each customer. The allocated costs shown in Table 16 outline the costs to be recovered from each customer class. Rate design then calculates an appropriate unit cost for each customer class. The City requested Carollo calculate rates under three rate structures. The first alternative maintains the existing rate structure, which charges multifamily residential and trailer park customers 95 percent of the single family residential rate. The second rate structure recovers class cost of service revenue requirements. The third alternative categorizes all residential customers as one residential customer class.

4.1 Alternative 1: Existing Sewer Rate Structure

4.1.1 Residential Sewer Rates

Residential (Single Family, Multifamily, and Trailer Park) customers are currently charged a flat monthly rate for wastewater services regardless of the amount of flows contributed to the WWTP. Alternative 1 maintains the existing rate structure and recovers the total residential class's proportionate costs. Table 17 illustrates rates for each of the residential customer classes throughout the rate-setting period.

Table 17 Alternative 1 – Existing and Proposed Residential Sewer Rates

Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Single Family Residential – Per Unit	\$26.87	\$30.20	\$39.95	\$43.35	\$47.00	\$51.00	89.8%
Multifamily Residential – Per Unit	25.52	28.69	37.96	41.18	44.65	48.45	89.9%
Trailer Park – Per Space	25.52	28.69	37.96	41.18	44.65	48.45	89.9%

4.1.2 Non-Residential Sewer Rates

Non-Residential (Commercial, Industrial, and Septic Tank Haulers) customers are currently charged a volumetric rate that recovers their total cost of service. Non-Residential sewer rates are calculated by dividing the cost per customer class by the amount of respective flow. Existing and Alternative 1 Non-Residential rates, throughout the rate-setting period, are shown in Table 18.

Table 18 Alternative 1 – Existing and Proposed Non-Residential Sewer Rates

Non-Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	368.8%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	375.4%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	371.2%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Multi-Unit with Cons.	1.19	3.37	4.46	4.84	5.25	5.70	379.0%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	751.3%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	372.8%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	391.9%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	1,066.7%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,313.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	490.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Industrial – per hcf	0.93	2.60	3.44	3.74	4.05	4.40	373.1%
Septic Tanks – per 1,000 gallons	22.70	130.50	172.90	187.60	203.55	220.85	872.9%

4.2 Alternative 2: Cost of Service-Based Sewer Rates

Alternative 2 of this Study represents cost of service-based sewer rates. These cost-based sewer rates align with California's Proposition 218 guidelines. Alternative 2 existing and proposed Residential and Non-Residential rates are shown in Table 19 and Table 20, respectively. Please note that Non-Residential sewer rates under Alternative 2 remain constant with those rates presented under Alternative 1.

Table 19 Alternative 2 – Existing and Proposed Residential Sewer Rates

Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Single Family Residential	\$26.87	\$36.50	\$48.35	\$52.50	\$56.95	\$61.80	130.0%
Multifamily Residential	25.52	19.90	26.35	28.55	31.00	33.65	31.9%
Trailer Park	25.52	19.90	26.35	28.55	31.00	33.65	31.9%

Table 20 Alternative 2 – Existing and Proposed Non-Residential Sewer Rates – per HCF

Non-Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	368.8%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	375.4%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	371.2%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Multi-Unit with Cons.	1.19	3.37	4.46	4.84	5.25	5.70	379.0%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	751.3%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	372.8%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	391.9%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	1,066.7%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,313.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	490.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Industrial – per hcf	0.93	2.60	3.44	3.74	4.05	4.40	373.1%
Septic Tanks – per 1,000 gallons	22.70	130.50	172.90	187.60	203.55	220.85	872.9%

4.3 Alternative 3: Residential Consolidation-Based Sewer Rates

Alternative 3 of this Study represents sewer rates with a uniform residential rate. Alternative 3 existing and proposed Residential and Non-Residential rates are shown in Table 21 and Table 22, respectively. Please note that Non-Residential sewer rates under Alternative 3 remain constant with those sewer rates presented under Alternatives 1 and 2.

Table 21 Alternative 3 – Existing and Proposed Residential Sewer Rates

Residential Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Single Family Residential	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90	85.7%
Multifamily Residential	25.52	29.55	39.10	42.40	46.00	49.90	95.5%
Trailer Park	25.52	29.55	39.10	42.40	46.00	49.90	95.5%

Table 22 Alternative 3 – Existing and Proposed Non-Residential Sewer Rates

Non-Residential – per hcf Customer Classes	FYE 2023 (Existing)	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	5-Year Cumulative Increase
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	368.8%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	375.4%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	371.2%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Multi-Unit with Cons.	1.19	3.37	4.46	4.84	5.25	5.70	379.0%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	751.3%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	372.8%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	391.9%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	1,066.7%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,313.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	490.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Industrial – per hcf	0.93	2.60	3.44	3.74	4.05	4.40	373.1%
Septic Tanks – per 1,000 gallons	22.70	130.50	172.90	187.60	203.55	220.85	872.9%

5.0 Customer Bill Impacts

The following graphs depict the monthly bill for each residential customer class under Alternatives 1, 2, and 3. Additionally, the monthly bill for restaurants is highlighted as an example under the commercial classes.

5.1 Single Family Residential

Figure 2 through Figure 4 illustrate the bill impact under each rate structure alternative for Single Family Residential customers. Both alternatives assess this charge on a per unit basis regardless of contributed flows. Figure 5 compares the single-family residential bill under each alternative.

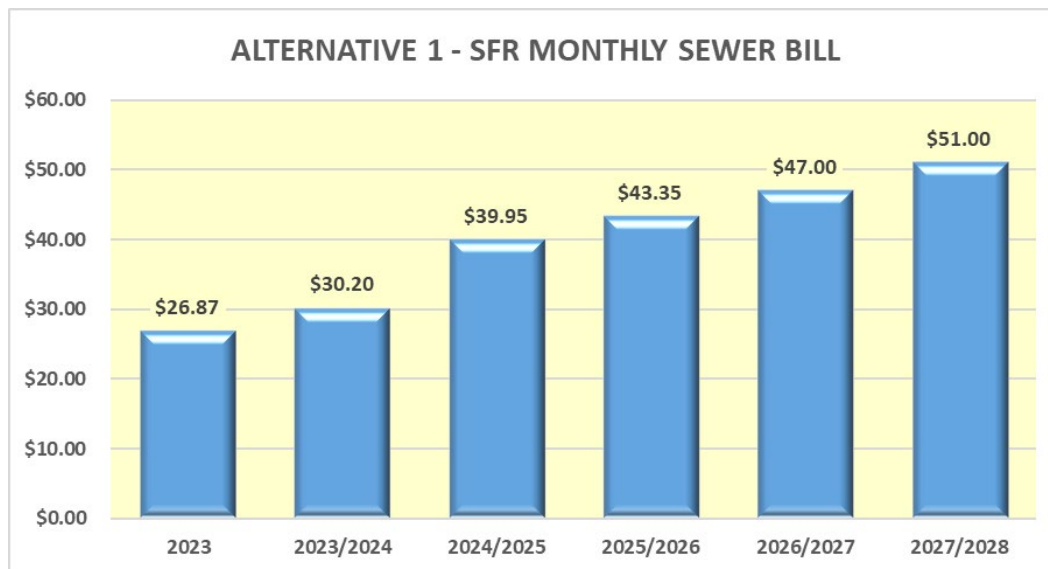


Figure 2 Alternative 1 Single Family Residential Monthly Bill

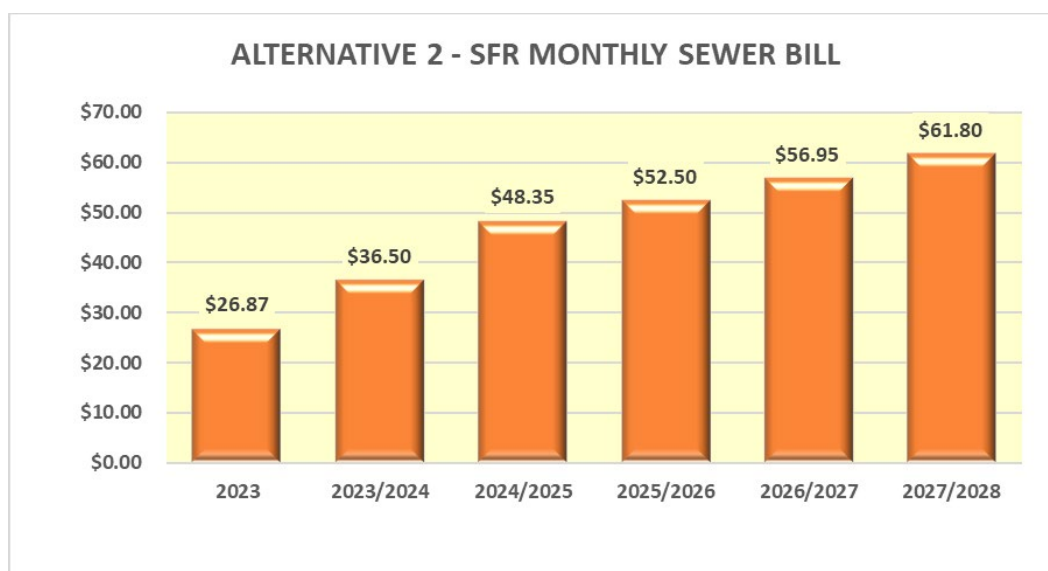


Figure 3 Alternative 2 Single Family Residential Monthly Bill

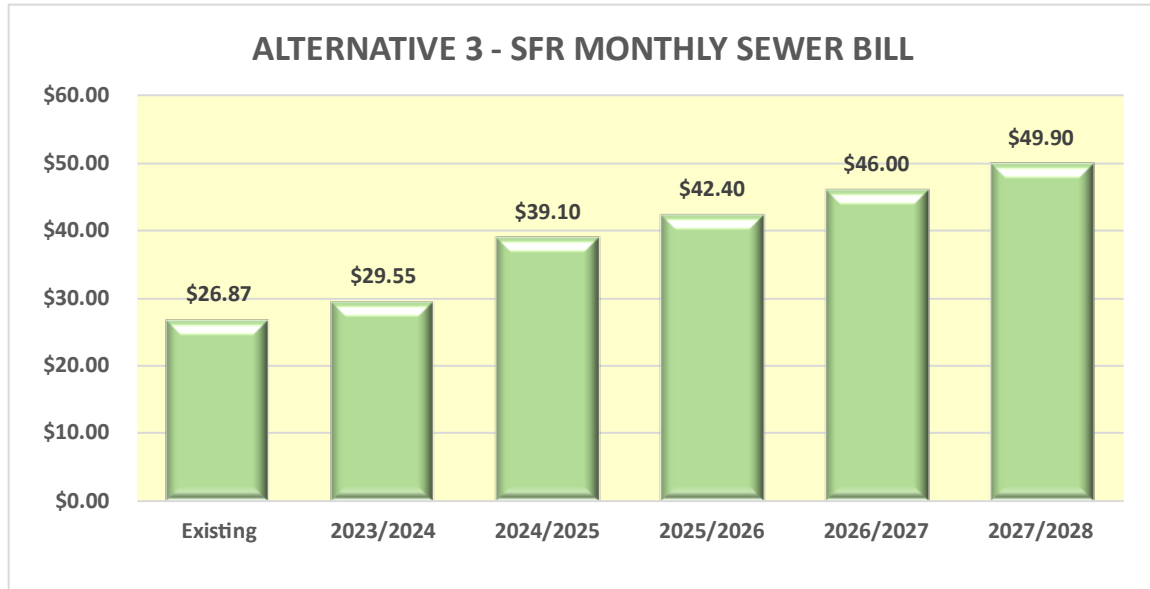


Figure 4 Alternative 3 Single Family Residential Monthly Bill

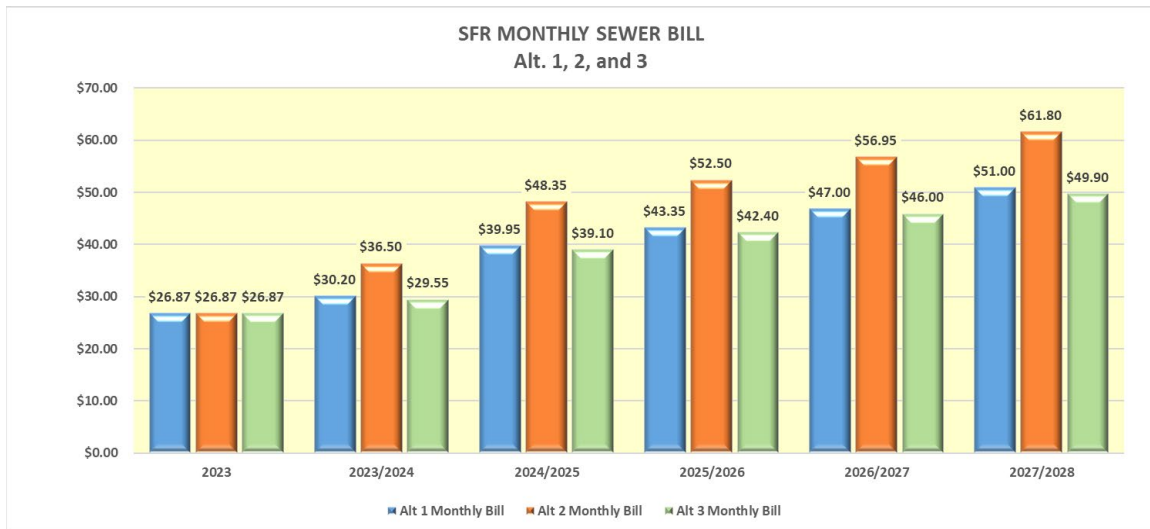


Figure 5 Single Family Residential Monthly Bill Comparison

5.2 Multi-Family Residential and Trailer Parks

Figures 6 through Figure 8 illustrate bill impacts under each rate structure alternative for multifamily residential and trailer park customers.

Similar to single family residential, this charge is assessed on a per unit or per space basis, respectively, for multifamily residential and trailer park customers. Figure 9 compares the bill impacts under the three alternatives.

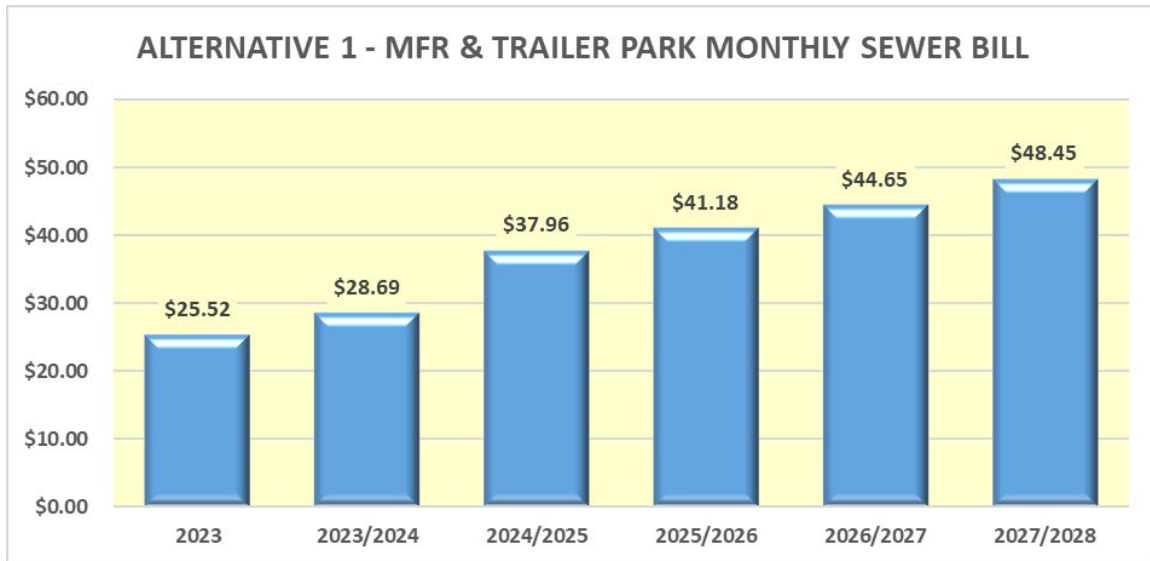


Figure 6 Alternative 1 Multifamily and Trailer Park Monthly Bill

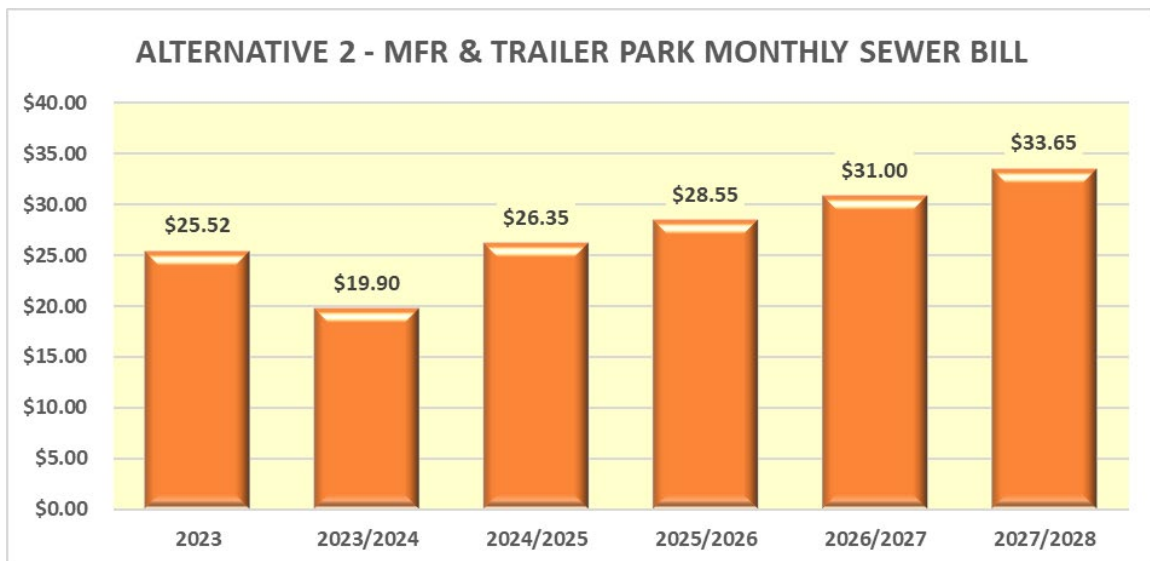


Figure 7 Alternative 2 Multifamily and Trailer Park Monthly Bill

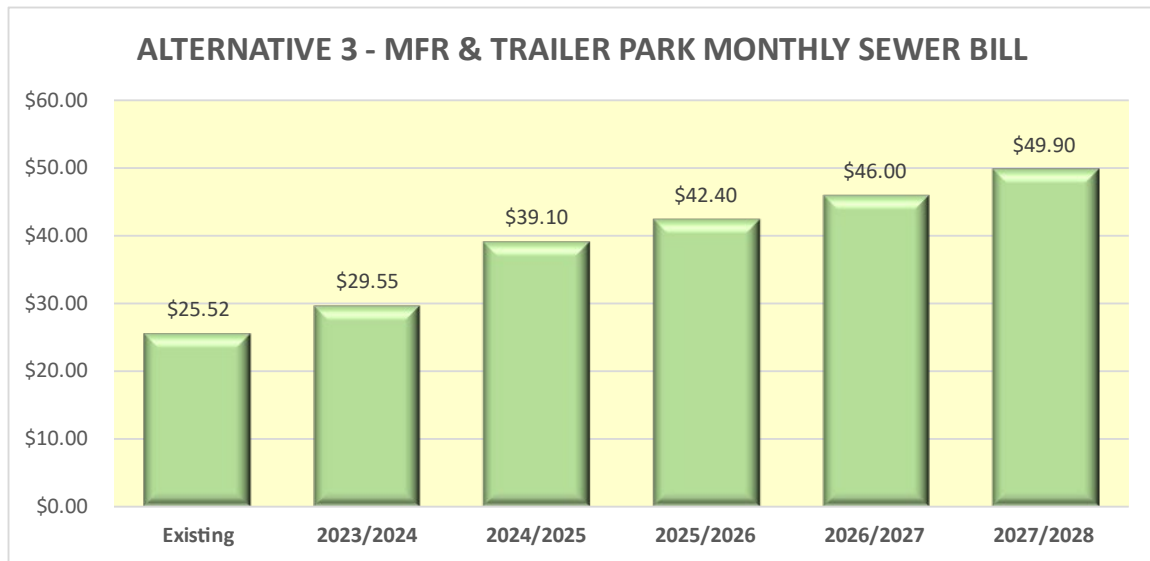


Figure 8 Alternative 3 Multifamily and Trailer Park Monthly Bill

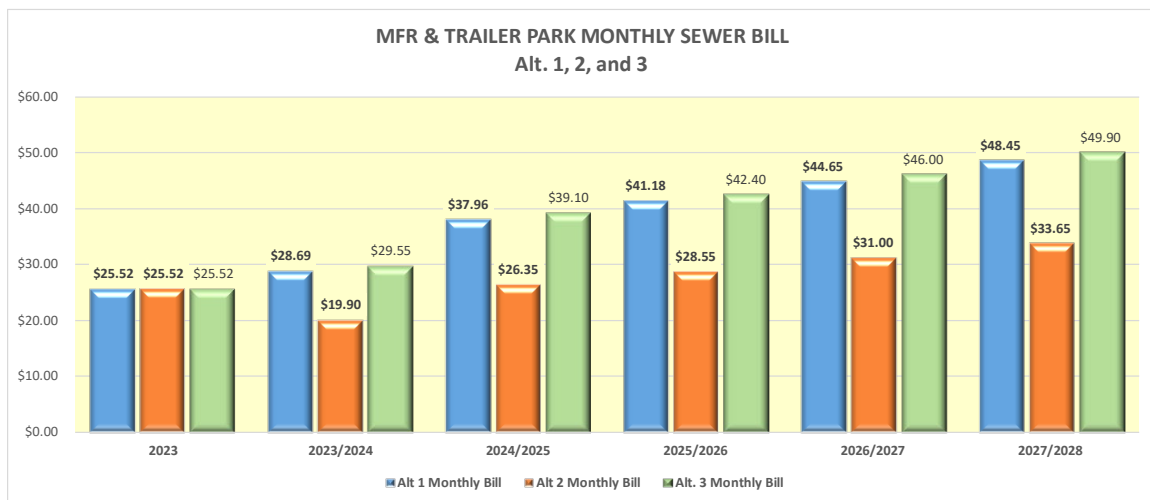


Figure 9 Multifamily and Trailer Park Monthly Bill Comparison

5.3 Commercial

Strictly for illustration purposes, Carollo reviewed the bill impact based on a hypothetical commercial customer classified under “Restaurants” and assumed a monthly flow of 15 hundred cubic feet (HCF), as shown in Figure 10. Unlike residential customers, commercial class customers are billed volumetrically per HCF, with the sole exception of septic tank haulers who are assessed on a per thousand-gallon basis.

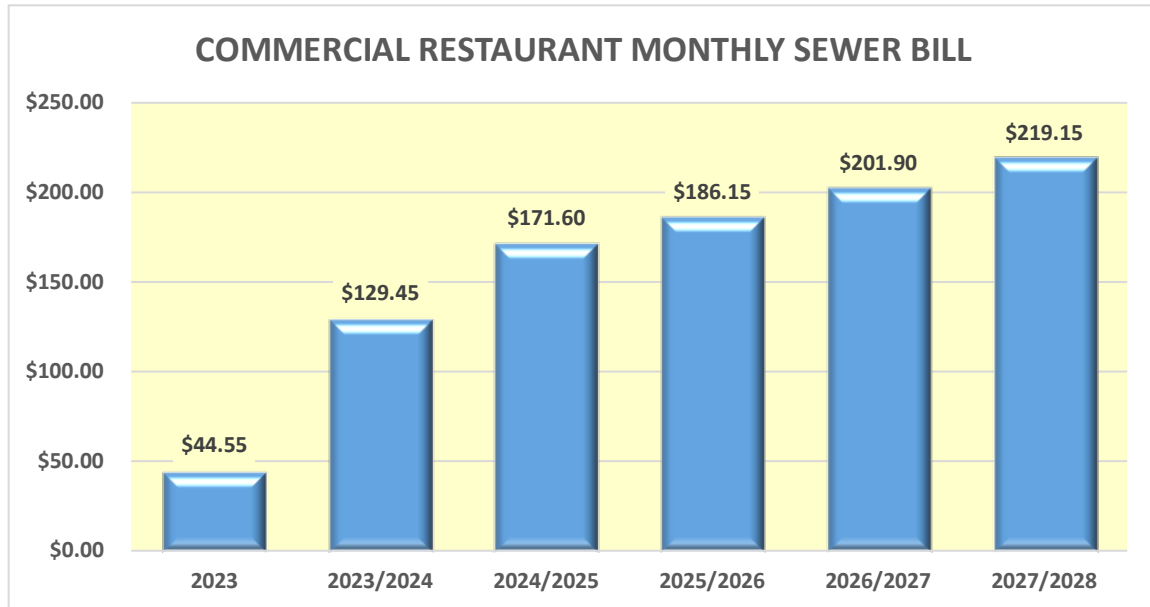


Figure 10 Commercial Restaurant Monthly Sewer Bill (Assumes 15 HCF)

6.0 Findings and Recommendations

Based on the data, assumptions, and approaches detailed in the previous sections, Carollo recommends the following:

6.1 Revenue Requirements

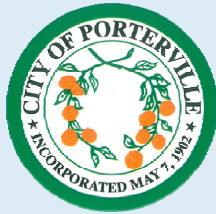
Revenue under existing rates is insufficient to cover operating and capital costs, debt payments, and debt service coverage throughout the study period (FY 2021 – FY 2031). As such, Carollo recommends the City increases wastewater rate revenue by 32.5 percent annually starting in FY 2024 and continuing through FY 2025, then reduce the rate revenue increase to 8.5 percent annually from FY 2026 through FY 2028, and lastly implement 3.0 percent annual rate revenue increases throughout the remainder of the study period (through FY 2031). These annual rate revenue increases will provide adequate revenue to address annual debt service coverage issues in the later years of the rate-setting period while also providing the City with future financial capacity to address unexpected operational and capital costs.

6.2 Alternative 2 – Cost of Service Based Sewer Rates

Carollo recommends the cost of service-based sewer rates presented under Alternative 2 for all customer classes as shown in Table 23 and Table 24. These rates ensure each customer class pays their fair and proportionate share of costs. These rates are supported by the cost-of-service analysis and further adhere to California State legal requirements, including Proposition 218.

Appendix A

REVENUE REQUIREMENTS, COST OF SERVICE ANALYSIS, & RATE DESIGN SCHEDULES



City of Porterville

2020 Sewer Rate Study

Assumptions

Escalator	Constant	Meter Size	MEUs	Months	% of Revenue	% of Sales
Operations	3.0%	5/8"	1	July	100%	8.3%
Labor	3.0%	3/4"	1.5	August	92%	8.3%
Energy	3.0%	1"	2	September	83%	8.3%
Chemicals	3.0%	1.5"	4.5	October	75%	8.3%
Construction / Capital	3.0%	2"	6.5	November	67%	8.3%
Water Cost	3.0%	3"	14	December	58%	8.3%
Account Growth	0.5%	4"	24.5	January	50%	8.3%
Metered Water Demand	0.5%	6"	53.5	February	42%	8.3%
No Increase	0.0%	8"	91.5	March	33%	8.3%
Inflation + Growth	3.5%	10"	137.5	April	25%	8.3%
Metered Demand + Growth	1.0%	12"	201.5	May	17%	8.3%
Fire Demand	0.0%			June	8%	8.3%
Interest	1.0%					
Utilities + Delivered Water Demand	3.5%					
Capacity Maintenance	2.4%					
Developer Fees	1.0%					
Property Taxes	1%					
One time revenue	-100%					
One time expense	-100%					

Future Debt Issue Term	20 years
Future Debt Interest Rate	4.25%
Future Issue Cost	1.5%

Current Debt DSCR	1.25x
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Operating Fund Target	90 days
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City of Porterville
2020 Sewer Rate Study
Revenue Requirement

	Budget		Forecasted -->						
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Cash Flow Test									
Operating Revenues									
Charges for Services	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	
Total Operating Revenues	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	
Non-Operating Revenues									
Other Revenues	\$ 846,596	\$ 855,844	\$ 865,284	\$ 874,923	\$ 884,765	\$ 894,816	\$ 905,082	\$ 915,569	
Total Non-Operating Revenues	\$ 846,596	\$ 855,844	\$ 865,284	\$ 874,923	\$ 884,765	\$ 894,816	\$ 905,082	\$ 915,569	
Total Revenues	\$ 8,213,858	\$ 8,223,105	\$ 8,232,546	\$ 8,242,185	\$ 8,252,027	\$ 8,262,078	\$ 8,272,344	\$ 8,282,831	
Operating Expenses									
Total Sewer Operating System	\$ 1,368,902	\$ 1,409,969	\$ 1,452,268	\$ 1,495,836	\$ 1,540,711	\$ 1,586,933	\$ 1,634,541	\$ 1,683,577	
Total Water Conservation Plant	3,024,857	3,115,603	3,209,071	3,305,343	3,404,503	3,506,638	3,611,837	3,720,193	
Total Industrial Pre-Treatment	148,001	152,378	156,886	161,530	166,313	171,239	176,313	181,540	
Total Laboratory	477,075	491,387	506,129	521,313	536,952	553,061	569,652	586,742	
Total Stormwater O&M	-	265,115	273,068	281,261	289,698	298,389	307,341	316,561	
Total Operating Expenses	\$ 5,018,835	\$ 5,434,452	\$ 5,597,423	\$ 5,765,282	\$ 5,938,178	\$ 6,116,260	\$ 6,299,685	\$ 6,488,612	
Non-Operating Expenses									
Total Interfund Transfers	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	
Debt Service	2,231,098	2,209,113	2,187,309	4,592,148	6,999,501	6,998,695	6,997,275	7,000,322	
Rate Funded Capital (PAYGO)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,460,483	\$ 2,772,404	\$ 1,329,036	
Total Non-Operating Expenses	\$ 2,831,098	\$ 2,809,113	\$ 2,787,309	\$ 5,192,148	\$ 7,599,501	\$ 9,059,178	\$ 10,369,679	\$ 8,929,358	
	\$ 363,924	\$ (20,460)	\$ (152,186)	\$ (2,715,246)	\$ (5,285,653)	\$ (5,452,878)	\$ (5,624,616)	\$ (5,806,104)	
Policy Expenditures									
Additional Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Additions to Meet Minimum Fund Balances	\$ -	\$ -	\$ 40,185	\$ 233,760	\$ 597,278	\$ 359,955	\$ 652,253	\$ 1,236,717	
Total Policy Expenditures	\$ -	\$ -	\$ 40,185	\$ 233,760	\$ 597,278	\$ 359,955	\$ 652,253	\$ 1,236,717	
Additional Expenditures OVERRIDE									
Additions to Meet Minimum Fund Balances OVERRIDE									
Total Expenses	\$ 7,849,933	\$ 8,243,565	\$ 8,424,916	\$ 11,191,191	\$ 14,134,957	\$ 15,535,393	\$ 17,321,618	\$ 16,654,688	
Cash Flow Surplus / (Deficit)	\$ 363,924	\$ (20,460)	\$ (192,370)	\$ (2,949,006)	\$ (5,882,931)	\$ (7,273,315)	\$ (9,049,274)	\$ (8,371,857)	



City of Porterville

2020 Sewer Rate Study

Revenue Requirement

	Budget		Forecasted -->					
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Reserves Target Test								
Ending Operating Fund Balance	\$ 1,363,038	\$ 1,340,002	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215	\$ 2,278,975
Days of O&M Expenditures	100 days	90 days	78 days	55 days	71 days	54 days	22 days	129 days
Operating Reserve Balance Above / (Under) Target	\$ 125,517	\$ -	\$ (192,370)	\$ (554,646)	\$ (316,044)	\$ (607,025)	\$ (1,190,132)	\$ 679,043

Debt Coverage Test

Revenues									
Sewer Sales	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262
Total Non-Operating Revenues	846,596	855,844	865,284	874,923	884,765	894,816	905,082	915,569	
Total Revenues	\$ 8,213,858	\$ 8,223,105	\$ 8,232,546	\$ 8,242,185	\$ 8,252,027	\$ 8,262,078	\$ 8,272,344	\$ 8,282,831	
Expenses									
Sewer Expenses	\$ 5,018,835	\$ 5,434,452	\$ 5,597,423	\$ 5,765,282	\$ 5,938,178	\$ 6,116,260	\$ 6,299,685	\$ 6,488,612	
Debt Service	2,231,098	2,209,113	2,187,309	4,592,148	6,999,501	6,998,695	6,997,275	7,000,322	
Debt Coverage	1.25x	557,775	552,278	546,827	1,148,037	1,749,875	1,749,674	1,749,319	1,750,081
Total Expenses	\$ 7,807,708	\$ 8,195,843	\$ 8,331,559	\$ 11,505,468	\$ 14,687,555	\$ 14,864,629	\$ 15,046,279	\$ 15,239,015	
Current Debt DSCR (Before Rate Adjustment)	1.43x	1.26x	1.20x	0.54x	0.33x	0.31x	0.28x	0.26x	
Debt Coverage Surplus / (Deficit)	\$ 406,150	\$ 27,262	\$ (99,013)	\$ (3,263,283)	\$ (6,435,528)	\$ (6,602,551)	\$ (6,773,935)	\$ (6,956,185)	

Revenue Requirement

Revenue Surplus/(Shortfalls)	\$ 363,924	\$ (20,460)	\$ (192,370)	\$ (3,263,283)	\$ (6,435,528)	\$ (7,273,315)	\$ (9,049,274)	\$ (8,371,857)
	Surplus	Cash Flow Driven	Cash Flow Driven	Coverage Driven	Coverage Driven	Cash Flow Driven	Cash Flow Driven	Cash Flow Driven
Revenue Increase Month	July	July	July	July	July	July	July	July
Calculated Rate Increase	0.3%	2.7%	44.3%	87.4%	98.8%	122.9%	113.7%	
Rate Increase Override	0.0%	0.0%	32.5%	32.5%	8.5%	8.5%	8.5%	
Utilized Rate Increase	0.0%	0.0%	32.5%	32.5%	8.5%	8.5%	8.5%	
Cumulative Rate Increase	0.0%	0.0%	32.5%	75.6%	90.5%	106.7%	124.2%	



City of Porterville

2020 Sewer Rate Study

Revenue Requirement

	Budget		Forecasted -->						
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Resulting Cash Flows									
Rate Revenues before Rate Increase	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262
Rate Revenues from Rate Increase	-	-	-	2,394,360	5,566,887	6,666,290	7,859,141	9,153,386	
NON-Operating Revenues	846,596	855,844	865,284	874,923	884,765	894,816	905,082	915,569	
Less: Rate Increase Delay	-	-	-	-	-	-	-	-	
Less: Expenditures	(7,849,933)	(8,243,565)	(8,424,916)	(11,191,191)	(14,134,957)	(15,535,393)	(17,321,618)	(16,654,688)	
Resulting Cash Flow	\$ 363,924	\$ (20,460)	\$ (192,370)	\$ (554,646)	\$ (316,044)	\$ (607,025)	\$ (1,190,132)	\$ 781,528	
Rate Revenue Requirement	\$ 7,367,262	\$ 7,367,262	\$ 7,367,262	\$ 9,761,622	\$ 12,934,148	\$ 14,033,551	\$ 15,226,403	\$ 16,520,647	
DSCR (after increase)	1.81x	1.65x	1.60x	1.25x	1.25x	1.39x	1.53x	1.69x	



* assuming no rate increase and the same number of units and usage



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

		Budget		Forecasted -->							
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Expenses											
Sewer Operating System											
Personnel Services											
5030-060-010	Salaries, Regular	Labor	\$ 176,270	\$ 275,560	\$ 283,827	\$ 292,342	\$ 301,112	\$ 310,145	\$ 319,450	\$ 329,033	\$ 338,904
5030-060-020	Salaries, Part-time	Labor	-	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379
5030-060-030	Salaries, Overtime	Labor	8,932	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069
5030-060-090	Benefits	Labor	98,782	140,990	145,220	149,576	154,064	158,685	163,446	168,349	173,400
Total Personnel Services			\$ 283,984	\$ 431,550	\$ 444,497	\$ 457,831	\$ 471,566	\$ 485,713	\$ 500,285	\$ 515,293	\$ 530,752
Maintenance											
5030-060-110	Vehicle Maintenance	Operations	\$ 148,149	\$ 150,000	\$ 154,500	\$ 159,135	\$ 163,909	\$ 168,826	\$ 173,891	\$ 179,108	\$ 184,481
5030-060-120	Building/Grounds Maintenance	Operations	19,061	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919
5030-060-140	Computer Equipment Maintenance	Operations	6,661	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149
5030-060-190	Other Equipment Maintenance	Operations	25,924	31,000	31,930	32,888	33,875	34,891	35,937	37,016	38,126
Total Maintenance			\$ 199,795	\$ 190,000	\$ 195,700	\$ 201,571	\$ 207,618	\$ 213,847	\$ 220,262	\$ 226,870	\$ 233,676
Services											
5030-060-220	Printing/Copying	Operations	\$ 8,279	\$ 8,300	\$ 8,549	\$ 8,805	\$ 9,070	\$ 9,342	\$ 9,622	\$ 9,911	\$ 10,208
5030-060-230	Professional/Temp Service	Operations	4,862	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
5030-060-260	Rent of Property & Equipment	Operations	707	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
5030-060-280	Administrative Expense	Operations	128,610	131,500	135,445	139,508	143,694	148,004	152,445	157,018	161,728
Total Services			\$ 142,458	\$ 156,800	\$ 161,504	\$ 166,349	\$ 171,340	\$ 176,480	\$ 181,774	\$ 187,227	\$ 192,844
Supplies & Materials											
5030-060-320	Office/Computer Supplies	Operations	\$ 2,215	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377	\$ 3,478	\$ 3,582	\$ 3,690
5030-060-340	Maintenance and Repair Material	Operations	34,537	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344
5030-060-350	Tools/Equipment	Operations	2,592	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075
Total Supplies & Materials			\$ 39,344	\$ 50,500	\$ 52,015	\$ 53,575	\$ 55,183	\$ 56,838	\$ 58,543	\$ 60,300	\$ 62,109
Other Operating Costs											
5030-060-410	Meeting Expense	Operations	\$ 383	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5030-060-420	Utilities	Operations	68,888	69,875	71,971	74,130	76,354	78,645	81,004	83,434	85,937
5030-060-430	Uniform Allowance	Operations	1,238	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
5030-060-440	Training Expense	Operations	341	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
5030-060-450	Publication and Dues	Operations	410	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
5030-060-460	Postage	Operations	31,220	32,050	33,012	34,002	35,022	36,073	37,155	38,269	39,417
Total Other Operating Costs			\$ 102,480	\$ 108,925	\$ 112,193	\$ 115,559	\$ 119,025	\$ 122,596	\$ 126,274	\$ 130,062	\$ 133,964
Risk Management Expenses											
5030-060-520	Insurance, Liability	Operations	\$ 26,400	\$ 26,400	\$ 27,192	\$ 28,008	\$ 28,848	\$ 29,713	\$ 30,605	\$ 31,523	\$ 32,469
Total Risk Management Expenses			\$ 26,400	\$ 26,400	\$ 27,192	\$ 28,008	\$ 28,848	\$ 29,713	\$ 30,605	\$ 31,523	\$ 32,469
Other Expenses											
5030-060-660	Other Expense	Operations	2,160	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758
5030-060-670	Franchise Fee	Operations	332,727	332,727	342,709	352,990	363,580	374,487	385,722	397,293	409,212
Total Other Expenses			\$ 334,887	\$ 344,727	\$ 355,069	\$ 365,721	\$ 376,693	\$ 387,993	\$ 399,633	\$ 411,622	\$ 423,971



			Budget		Forecasted -->							
Growth Factor			FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
5030-060-730	Capital Outlay											
	Other Machinery/Equipment	Construction / Capital	\$ 53,436	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	
Total Capital Outlay			\$ 53,436	\$ 60,000	\$ 61,800	\$ 63,654	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792	
Total Sewer Operating System			\$ 1,182,784	\$ 1,368,902	\$ 1,409,969	\$ 1,452,268	\$ 1,495,836	\$ 1,540,711	\$ 1,586,933	\$ 1,634,541	\$ 1,683,577	
			6%	16%	3%	3%	3%	3%	3%	3%	3%	
Water Conservation Plant												
Personnel Services												
5030-065-010	Salaries, Regular	Labor	\$ 451,815	\$ 537,103	\$ 553,216	\$ 569,813	\$ 586,907	\$ 604,514	\$ 622,650	\$ 641,329	\$ 660,569	
5030-065-030	Salaries, Overtime	Labor	20,637	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	
5030-065-090	Benefits	Labor	264,961	313,914	323,331	333,031	343,022	353,313	363,912	374,830	386,075	
Total Personnel Services			\$ 737,413	\$ 871,017	\$ 897,148	\$ 924,062	\$ 951,784	\$ 980,337	\$ 1,009,747	\$ 1,040,040	\$ 1,071,241	
Maintenance												
5030-065-110	Vehicle Maintenance	Operations	\$ 102,834	\$ 112,000	\$ 115,360	\$ 118,821	\$ 122,385	\$ 126,057	\$ 129,839	\$ 133,734	\$ 137,746	
5030-065-120	Building/Grounds Maintenance	Operations	13,801	25,000	25,750	26,523	27,318	28,138	28,982	29,851	30,747	
5030-065-140	Computer Equipment Maintenance	Operations	12,468	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
5030-065-190	Other Equipment Maintenance	Operations	53,444	19,000	19,570	20,157	20,762	21,385	22,026	22,687	23,368	
Total Maintenance			\$ 182,547	\$ 161,000	\$ 165,830	\$ 170,805	\$ 175,929	\$ 181,207	\$ 186,643	\$ 192,242	\$ 198,010	
Services												
5030-065-220	Printing/Copying	Operations	\$ 661	\$ 700	\$ 721	\$ 743	\$ 765	\$ 788	\$ 811	\$ 836	\$ 861	
5030-065-230	Professional/Temp Service	Operations	383,749	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937	
5030-065-260	Rent of Property & Equipment	Operations	29,039	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	
5030-065-280	Administrative Expense	Operations	524,654	525,000	540,750	556,973	573,682	590,892	608,619	626,877	645,684	
Total Services			\$ 938,103	\$ 1,060,700	\$ 1,092,521	\$ 1,125,297	\$ 1,159,056	\$ 1,193,827	\$ 1,229,642	\$ 1,266,531	\$ 1,304,527	
Supplies & Materials												
5030-065-320	Office/Computer Supplies	Operations	\$ 2,635	\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628	\$ 5,796	\$ 5,970	\$ 6,149	
5030-065-330	Janitorial Supplies	Operations	-	-	-	-	-	-	-	-	-	
5030-065-340	Maintenance and Repair Material	Operations	112,745	152,000	156,560	161,257	166,095	171,077	176,210	181,496	186,941	
5030-065-350	Tools/Equipment	Operations	5,202	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
Total Supplies & Materials			\$ 120,582	\$ 162,000	\$ 166,860	\$ 171,866	\$ 177,022	\$ 182,332	\$ 187,802	\$ 193,436	\$ 199,240	
Other Operating Costs												
5030-065-410	Meeting Expense	Operations	\$ 297	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5030-065-420	Utilities	Operations	449,359	451,640	465,189	479,145	493,519	508,325	523,575	539,282	555,460	
5030-065-430	Uniform Allowance	Operations	4,888	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	
5030-065-440	Training Expense	Operations	1,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
5030-065-450	Publication and Dues	Operations	2,709	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	
5030-065-460	Postage	Operations	12	500	515	530	546	563	580	597	615	
5030-065-490	Special Consumables	Operations	161,011	187,000	192,610	198,388	204,340	210,470	216,784	223,288	229,986	
Total Other Operating Costs			\$ 619,276	\$ 655,140	\$ 674,794	\$ 695,038	\$ 715,889	\$ 737,366	\$ 759,487	\$ 782,271	\$ 805,740	
Risk Management Expenses												
5030-065-520	Insurance, Liability	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Risk Management Expenses			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

			Budget		Forecasted -->						
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
5030-065-660	Other Expenses										
	Other Expense	Operations	93	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
	Total Other Expenses		\$ 93	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597
5030-065-730	Capital Outlay										
	Other Machinery/Equipment	Construction / Capital	\$ 92,152	\$ 95,000	\$ 97,850	\$ 100,786	\$ 103,809	\$ 106,923	\$ 110,131	\$ 113,435	\$ 116,838
	Total Capital Outlay		\$ 92,152	\$ 95,000	\$ 97,850	\$ 100,786	\$ 103,809	\$ 106,923	\$ 110,131	\$ 113,435	\$ 116,838
Total Water Conservation Plant			\$ 2,690,166	\$ 3,024,857	\$ 3,115,603	\$ 3,209,071	\$ 3,305,343	\$ 3,404,503	\$ 3,506,638	\$ 3,611,837	\$ 3,720,193
			4%	12%	3%	3%	3%	3%	3%	3%	3%
Industrial Pre-Treatment											
Personnel Services											
5030-066-010	Salaries, Regular	Labor	\$ 33,567	\$ 46,538	\$ 47,934	\$ 49,372	\$ 50,853	\$ 52,379	\$ 53,950	\$ 55,569	\$ 57,236
5030-066-090	Benefits	Labor	15,884	23,263	23,961	24,680	25,420	26,183	26,968	27,777	28,611
Total Personnel Services			\$ 49,451	\$ 69,801	\$ 71,895	\$ 74,052	\$ 76,273	\$ 78,562	\$ 80,918	\$ 83,346	\$ 85,846
Maintenance											
5030-066-110	Vehicle Maintenance	Operations	\$ 8,991	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 10,433	\$ 10,746	\$ 11,069
5030-066-120	Building/Grounds Maintenance	Operations	35,880	40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195
5030-066-190	Other Equipment Maintenance	Operations	-	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
Total Maintenance			\$ 44,871	\$ 51,000	\$ 52,530	\$ 54,106	\$ 55,729	\$ 57,401	\$ 59,123	\$ 60,897	\$ 62,724
Services											
5030-066-230	Professional/Temp Service	Operations	\$ 13,136	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597
Total Services			\$ 13,136	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510	\$ 23,185	\$ 23,881	\$ 24,597
Supplies & Materials											
5030-066-320	Office/Computer Supplies	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5030-066-340	Maintenance and Repair Material	Operations	658	500	515	530	546	563	580	597	615
5030-066-350	Tools/Equipment	Operations	-	300	309	318	328	338	348	358	369
Total Supplies & Materials			\$ 658	\$ 800	\$ 824	\$ 849	\$ 874	\$ 900	\$ 927	\$ 955	\$ 984
Other Operating Costs											
5030-066-420	Utilities	Operations	\$ 1,592	\$ 1,600	\$ 1,648	\$ 1,697	\$ 1,748	\$ 1,801	\$ 1,855	\$ 1,910	\$ 1,968
5030-066-430	Uniform Allowance	Operations	-	50	52	53	55	56	58	60	61
5030-066-440	Training Expense	Operations	-	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845
5030-066-450	Publication and Dues	Operations	89	150	155	159	164	169	174	179	184
Total Other Operating Costs			\$ 1,681	\$ 3,300	\$ 3,399	\$ 3,501	\$ 3,606	\$ 3,714	\$ 3,826	\$ 3,940	\$ 4,059
Risk Management Expenses											
5030-066-520	Insurance, Liability	Operations	\$ 2,100	\$ 2,100	\$ 2,163	\$ 2,228	\$ 2,295	\$ 2,364	\$ 2,434	\$ 2,508	\$ 2,583
Total Risk Management Expenses			\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100
Other Expenses											
5030-066-660	Other Expense	Operations	\$ -	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230
Total Other Expenses			\$ -	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

		Budget		Forecasted -->							
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Capital Outlay											
5030-066-730	Other Machinery/Equipment	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Outlay			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Industrial Pre-Treatment			\$ 111,897	\$ 148,001	\$ 152,378	\$ 156,886	\$ 161,530	\$ 166,313	\$ 171,239	\$ 176,313	\$ 181,540
			70%	32%	3%	3%	3%	3%	3%	3%	3%
Laboratory											
Personnel Services											
5030-068-010	Salaries, Regular	Labor	\$ 166,865	\$ 205,852	\$ 212,028	\$ 218,388	\$ 224,940	\$ 231,688	\$ 238,639	\$ 245,798	\$ 253,172
5030-068-030	Salaries, Overtime	Labor	1,336	1,400	1,442	1,485	1,530	1,576	1,623	1,672	1,722
5030-068-090	Benefits	Labor	86,201	108,603	111,861	115,217	118,673	122,234	125,901	129,678	133,568
Total Personnel Services			\$ 254,402	\$ 315,855	\$ 325,331	\$ 335,091	\$ 345,143	\$ 355,498	\$ 366,163	\$ 377,147	\$ 388,462
Maintenance											
5030-068-110	Vehicle Maintenance	Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5030-068-120	Building/Grounds Maintenance	Operations	5,580	6,350	6,541	6,737	6,939	7,147	7,361	7,582	7,810
5030-068-190	Other Equipment Maintenance	Operations	25,320	35,320	36,380	37,471	38,595	39,753	40,946	42,174	43,439
Total Maintenance			\$ 30,900	\$ 41,670	\$ 42,920	\$ 44,208	\$ 45,534	\$ 46,900	\$ 48,307	\$ 49,756	\$ 51,249
Services											
5030-068-220	Printing/Copying	Operations	\$ 256	\$ 300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348	\$ 358	\$ 369
5030-068-230	Professional/Temp Service	Operations	17,111	17,000	17,510	18,035	18,576	19,134	19,708	20,299	20,908
5030-068-260	Rent of Property & Equipment	Operations	3,231	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919
Total Services			\$ 20,598	\$ 21,300	\$ 21,939	\$ 22,597	\$ 23,275	\$ 23,973	\$ 24,693	\$ 25,433	\$ 26,196
Supplies & Materials											
5030-068-320	Office/Computer Supplies	Operations	\$ 2,031	\$ 2,100	\$ 2,163	\$ 2,228	\$ 2,295	\$ 2,364	\$ 2,434	\$ 2,508	\$ 2,583
5030-068-330	Janitorial Supplies	Operations	-	-	-	-	-	-	-	-	-
5030-068-340	Maintenance and Repair Material	Operations	138	200	206	212	219	225	232	239	246
5030-068-350	Tools/Equipment	Operations	-	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845
Total Supplies & Materials			\$ 2,169	\$ 3,800	\$ 3,914	\$ 4,031	\$ 4,152	\$ 4,277	\$ 4,405	\$ 4,537	\$ 4,674
Other Operating Costs											
5030-068-420	Utilities	Operations	\$ 18,017	\$ 19,000	\$ 19,570	\$ 20,157	\$ 20,762	\$ 21,385	\$ 22,026	\$ 22,687	\$ 23,368
5030-068-430	Uniform Allowance	Operations	416	600	618	637	656	675	696	716	738
5030-068-440	Training Expense	Operations	-	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075
5030-068-450	Publication and Dues	Operations	1,304	1,400	1,442	1,485	1,530	1,576	1,623	1,672	1,722
5030-068-460	Postage	Operations	137	250	258	265	273	281	290	299	307
5030-068-490	Special Consumables	Operations	55,436	63,000	64,890	66,837	68,842	70,907	73,034	75,225	77,482
Total Other Operating Costs			\$ 75,310	\$ 86,750	\$ 89,353	\$ 92,033	\$ 94,794	\$ 97,638	\$ 100,567	\$ 103,584	\$ 106,692
Risk Management Expenses											
5030-068-520	Insurance, Liability	Operations	\$ 4,200	\$ 4,200	\$ 4,326	\$ 4,456	\$ 4,589	\$ 4,727	\$ 4,869	\$ 5,015	\$ 5,165
Total Risk Management Expenses			\$ 4,200	\$ 4,200	\$ 4,326	\$ 4,456	\$ 4,589	\$ 4,727	\$ 4,869	\$ 5,015	\$ 5,165



City of Porterville

2020 Sewer Rate Study

Operations & Maintenance Expenses

			Budget		Forecasted -->						
		Growth Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
5030-068-660	Other Expenses										
	Other Expense	Operations	\$ 546	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230
	Total Other Expenses		\$ 546	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159	\$ 1,194	\$ 1,230
5030-068-730	Capital Outlay										
	Other Machinery/Equipment	Operations	\$ 2,242	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075
	Total Capital Outlay		\$ 2,242	\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075
Total Laboratory			\$ 390,367	\$ 477,075	\$ 491,387	\$ 506,129	\$ 521,313	\$ 536,952	\$ 553,061	\$ 569,652	\$ 586,742
			-1%	22%	3%	3%	3%	3%	3%	3%	3%
Interfund Transfers											
4210	Transfers from Other Funds	No Increase	\$ 3,892	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4210	Transfers to Other Funds	No Increase	(730,570)	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Total Interfund Transfers			\$ (726,678)	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Stormwater O&M											
TBD	Stormwater Operation & Maintenance	Operations			\$ 265,115	\$ 273,068	\$ 281,261	\$ 289,698	\$ 298,389	\$ 307,341	\$ 316,561
Total Stormwater O&M			\$ -	\$ -	\$ 265,115	\$ 273,068	\$ 281,261	\$ 289,698	\$ 298,389	\$ 307,341	\$ 316,561
Total Expenses			\$ 3,648,536	\$ 5,618,835	\$ 6,034,452	\$ 6,197,423	\$ 6,365,282	\$ 6,538,178	\$ 6,716,260	\$ 6,899,685	\$ 7,088,612
			70%	54%	7%	3%	3%	3%	3%	3%	3%

City of Porterville
2020 Sewer Rate Study
Reserves & CIP Funding Plan



City of Porterville

2020 Sewer Rate Study

Reserves & CIP Funding Plan

Projected

Forecasted -->

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Sewer Operating Fund									
Beginning Balance	\$ 2,362,470	\$ 2,382,042	\$ 1,363,038	\$ 1,340,002	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215
Addition to meet min. balance	-	-	-	40,185	233,760	597,278	359,955	652,253	1,236,717
Cash Flows	1,610,244	363,924	(20,460)	(192,370)	(554,646)	(316,044)	(607,025)	(1,190,132)	781,528
Ending Balance Prior to Year End Transfers	\$ 3,972,714	\$ 2,745,966	\$ 1,342,579	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215	\$ 2,381,460
Year End Transfers									
Transfers From/(To) WWTRF		(1,261,928)	(2,577)	-	-	-	-	-	(102,485)
Transfers From/(To) SRF		(121,000)							
Ending Balance	\$ 2,382,042	\$ 1,363,038	\$ 1,340,002	\$ 1,187,816	\$ 866,930	\$ 1,148,164	\$ 901,094	\$ 363,215	\$ 2,278,975
<i>Days of O&M Expenditures</i>	199 days	100 days	90 days	78 days	55 days	71 days	54 days	22 days	129 days
<i>Minimum Target</i>	\$ 1,078,820	\$ 1,237,521	\$ 1,340,002	\$ 1,380,186	\$ 1,421,576	\$ 1,464,208	\$ 1,508,119	\$ 1,553,347	\$ 1,599,932
<i>Maximum Target</i>	\$ 2,157,640	\$ 2,475,042	\$ 2,680,004	\$ 2,760,373	\$ 2,843,153	\$ 2,928,416	\$ 3,016,238	\$ 3,106,694	\$ 3,199,864
Interest Earnings		\$ 18,725	\$ 13,515	\$ 12,639	\$ 10,274	\$ 10,075	\$ 10,246	\$ 6,322	\$ 13,211
Wastewater Treatment Facility Capital Fund (WWTRF)									
Beginning Balance	\$ 6,048,218	\$ 7,436,799	\$ 8,998,727	\$ 3,530,376	\$ 727,786	\$ 1,884,371	\$ 1,629,290	\$ 727,786	\$ 727,786
Unused Bond Proceeds		-	-	-	1,156,585	901,504	-	-	-
Transfer From Sewer Operating Fund		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Less: Use of Funds	-	-	(5,770,928)	(3,102,590)	(300,000)	(1,456,585)	(1,201,504)	(300,000)	(300,000)
Ending Balance Prior to Year End Transfers	\$ 6,048,218	\$ 7,736,799	\$ 3,527,799	\$ 727,786	\$ 1,884,371	\$ 1,629,290	\$ 727,786	\$ 727,786	\$ 727,786
Year End Transfers									
Transfer (To)/From Operating (Year End)		\$ 1,261,928	\$ 2,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,485
Ending Balance	\$ 7,436,799	\$ 8,998,727	\$ 3,530,376	\$ 727,786	\$ 1,884,371	\$ 1,629,290	\$ 727,786	\$ 727,786	\$ 830,271
<i>Minimum Target</i>	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786	\$ 427,786
<i>Maximum Target</i>	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572	\$ 855,572
Interest Earnings		\$ 82,178	\$ 62,646	\$ 21,291	\$ 13,061	\$ 17,568	\$ 11,785	\$ 7,278	\$ 7,790
Sewer Revolving Fund (SRF)									
Beginning Balance	\$ 5,749,619	\$ 6,153,740	\$ 6,574,740	\$ 6,877,317	\$ 4,253,879	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000
Transfer From Sewer Operating Fund		300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Less: Use of Funds	-	-	-	(2,923,438)	(2,753,879)	(300,000)	(300,000)	(300,000)	(300,000)
Ending Balance Prior to Year End Transfers	\$ 5,749,619	\$ 6,453,740	\$ 6,874,740	\$ 4,253,879	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000
Year End Transfers									
Transfers From/(To) Operating Reserve		\$ 121,000	\$ 2,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,819
Ending Balance	\$ 6,153,740	\$ 6,574,740	\$ 6,877,317	\$ 4,253,879	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,893,819
<i>Minimum Target</i>	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
<i>Maximum Target</i>									
Interest Earnings		\$ 63,642	\$ 67,260	\$ 55,656	\$ 30,269	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,469



City of Porterville

2020 Sewer Rate Study

Debt Service

	FYE 2020	FYE 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
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Debt Service Summary

Current Debt									
Principal Payment	\$ 724,000	\$ 919,000	\$ 1,028,000	\$ 1,138,000	\$ 1,176,000	\$ 1,221,000	\$ 1,265,000	\$ 1,310,000	\$ 1,360,000
Interest Payment	1,222,494	1,312,098	1,181,113	1,049,309	1,009,114	964,432	919,626	873,206	826,253
Total Current Debt Service	\$ 1,946,494	\$ 2,231,098	\$ 2,209,113	\$ 2,187,309	\$ 2,185,114	\$ 2,185,432	\$ 2,184,626	\$ 2,183,206	\$ 2,186,253
Future Debt									
Principal Payment	\$ -	\$ -	\$ -	\$ -	\$ 1,047,035	\$ 2,138,568	\$ 2,229,458	\$ 2,324,210	\$ 2,422,988
Interest Payment	-	-	-	-	1,360,000	2,675,501	2,584,612	2,489,860	2,391,081
Total Future Debt Service	\$ -	\$ -	\$ -	\$ -	\$ 2,407,035	\$ 4,814,069	\$ 4,814,069	\$ 4,814,069	\$ 4,814,069
All Debt									
Principal Payment	\$ 724,000	\$ 919,000	\$ 1,028,000	\$ 1,138,000	\$ 2,223,035	\$ 3,359,568	\$ 3,494,458	\$ 3,634,210	\$ 3,782,988
Interest Payment	1,222,494	1,312,098	1,181,113	1,049,309	2,369,114	3,639,933	3,504,238	3,363,066	3,217,334
Total Debt Service	\$ 1,946,494	\$ 2,231,098	\$ 2,209,113	\$ 2,187,309	\$ 4,592,148	\$ 6,999,501	\$ 6,998,695	\$ 6,997,275	\$ 7,000,322

Current Debt Service

2018 Installment Sale Agreement (Refunding 2011 A Revenue Bond)

Principal Payment	\$ 514,000	\$ 699,000	\$ 798,000	\$ 898,000	\$ 926,000	\$ 961,000	\$ 995,000	\$ 1,030,000	\$ 1,065,000
Interest Payment	866,571	836,698	714,513	591,909	561,314	526,632	492,226	456,606	420,853
Total Debt Service	\$ 1,380,571	\$ 1,535,698	\$ 1,512,513	\$ 1,489,909	\$ 1,487,314	\$ 1,487,632	\$ 1,487,226	\$ 1,486,606	\$ 1,485,853

2019 Sewer Revenue Certificates of Participation (2019 Financing Project)

Principal Payment	\$ 210,000	\$ 220,000	\$ 230,000	\$ 240,000	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000	\$ 295,000
Interest Payment	355,923	475,400	466,600	457,400	447,800	437,800	427,400	416,600	405,400
Total Debt Service	\$ 565,923	\$ 695,400	\$ 696,600	\$ 697,400	\$ 697,800	\$ 697,800	\$ 697,400	\$ 696,600	\$ 700,400



City of Porterville

2020 Sewer Rate Study

Debt Service

	FYE 2020	FYE 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
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Future Revenue Bond Issuance

Debt Issuance Input	\$ -	\$ -	\$ -	\$ -	\$ 32,000,000	\$ 32,000,000	\$ -	\$ -	\$ -
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2020 Issue		1	2	3	4	5	6	7	8	9
Principal Payment	20 years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Payment	4.25%	-	-	-	-	-	-	-	-	-
Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2021 Issue		1	2	3	4	5	6	7	8
Principal Payment	20 years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Payment	4.25%	-	-	-	-	-	-	-	-
Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2022 Issue		1	2	3	4	5	6	7
Principal Payment	20 years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Payment	4.25%	-	-	-	-	-	-	-
Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2023 Issue		1	2	3	4	5	6
Principal Payment	20 years	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Payment	4.25%	-	-	-	-	-	-
Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

2024 Issue		1	2	3	4	5
Principal Payment	20 years	\$ 1,047,035	\$ 1,091,534	\$ 1,137,924	\$ 1,186,286	\$ 1,236,703
Interest Payment	4.25%	1,360,000	1,315,501	1,269,111	1,220,749	1,170,332
Total Debt Service		\$ 2,407,035	\$ 2,407,035	\$ 2,407,035	\$ 2,407,035	\$ 2,407,035

2025 Issue		1	2	3	4
Principal Payment	20 years	\$ 1,047,035	\$ 1,091,534	\$ 1,137,924	\$ 1,186,286
Interest Payment	4.25%	1,360,000	1,315,501	1,269,111	1,220,749
Total Debt Service		\$ 2,407,035	\$ 2,407,035	\$ 2,407,035	\$ 2,407,035



City of Porterville

2020 Sewer Rate Study

Capital Improvement Plan

Project Description	Funding Source	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
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All Sewer CIP by Funding Source

SRF	\$ 1,225,740	\$ 207,000	\$ 121,000	\$ 195,438	\$ 164,954	\$ 82,553	\$ 85,236	\$ 88,006	\$ 90,866
Sewer Bond Refi	14,055,000	-	2,955,000	3,050,000	3,050,000	2,580,000	2,420,000	-	-
Developer Fees	2,681,421	321,198	554,223	200,000	207,000	214,000	221,000	229,000	237,000
Unfunded	37,208,055	-	4,388,000	5,746,000	3,045,000	2,682,350	2,783,642	3,188,263	1,738,911
WWTFR	67,706,101	5,085,261	1,261,928	84,590	30,687,340	30,090,178	93,109	96,135	99,259
Total All Sewer CIP by Funding Source	\$ 122,876,317	\$ 5,613,459	\$ 9,280,151	\$ 9,276,028	\$ 37,154,294	\$ 35,649,081	\$ 5,602,987	\$ 3,601,404	\$ 2,166,036

Sewer Infrastructure CIP

Sewer Replacement Program

Phase III - Putnam/RR to Plano
Phase IV - Baker/Murry
Phase V - Murry/Harrison to Putnam
Phase VI - Roche/Alley/Henrahan

SRF	\$ 107,000								
SRF		46,000							
SRF			118,000						
SRF				85,000					

Total Sewer Replacement Program	\$ 107,000	\$ 46,000	\$ 118,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -
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Island Annexation Sewer Projects

*Area 1 (456A & 457) Poplar/Brown/Wisconsin/Jaye St
*Area 5 (456B & 456C) Olive/Center/Cloverleaf/Jaye St
>Annexation 474 - Beverly Grand Area Boyles/Beverly/Prospect/Maston Sts
>Annexation 475 - Westfield/Jaye Area Villa/Woods/Jaye/Mulberry
>Annexation 476 - Akin/Ponca Area Yates/Worth/3rd/4th/Lincoln/Gibbons
>Annexation 478 - Cobb/Dogwood Areas Cobb/Dogwood/Elderwood/Putnam
>Annexation 479 - Roby Island Area Atkins/Lucy/Waukesha/Maston/Cobb/S

Sewer Bond Refi	\$ 1,200,000								
Sewer Bond Refi	1,755,000								
Sewer Bond Refi			1,500,000						
Sewer Bond Refi			1,550,000						
Sewer Bond Refi				3,050,000					
Sewer Bond Refi					2,580,000				
Sewer Bond Refi						2,420,000			

Total Island Annexation Sewer Projects	\$ -	\$ 2,955,000	\$ 3,050,000	\$ 3,050,000	\$ 2,580,000	\$ 2,420,000	\$ -	\$ -	\$ -
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Other Projects

Lift Station Upgrade
Main St. @ SR 190 Casing (Poplar conn)
Main St. @ SR 190 Vandalia Ave Pipe (Poplar conn)
Mathew St Capacity Analysis - Lift St. No. 11 Mulberry to Henderson
Mulberry (Los Robles east)
Newcomb - Henderson south to Grand Ave. - Pipe
Hwy 190 - Jaye St. to E. St. - Pipe
Hwy 190 - E. St. to Main St. - Pipe
Vandalia Ave. - Main St. to Plano St. - Pipe

SRF	\$ 100,000	\$ 75,000	\$ 77,438	\$ 79,954	\$ 82,553	\$ 85,236	\$ 88,006	\$ 90,866
Unfunded						58,853		
Unfunded						85,698		
Developer Fees	15,000							
Unfunded					91,000			
Unfunded			396,000					
Unfunded		352,000						
Unfunded		151,000						
Developer Fees		361,000						

Total Other Projects	\$ 115,000	\$ 939,000	\$ 473,438	\$ 79,954	\$ 173,553	\$ 229,787	\$ 88,006	\$ 90,866
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Sewer Infrastructure CIP by Funding Source

SRF	\$ 207,000	\$ 121,000	\$ 195,438	\$ 164,954	\$ 82,553	\$ 85,236	\$ 88,006	\$ 90,866
Sewer Bond Refi	-	2,955,000	3,050,000	3,050,000	2,580,000	2,420,000	-	-
Developer Fees	15,000	361,000	-	-	-	-	-	-
Unfunded	-	503,000	396,000	-	91,000	144,551	-	-
Total Sewer Infrastructure CIP	\$ 222,000	\$ 3,940,000	\$ 3,641,438	\$ 3,214,954	\$ 2,753,553	\$ 2,649,787	\$ 88,006	\$ 90,866

TRUE TRUE TRUE TRUE TRUE TRUE TRUE TRUE



City of Porterville

2020 Sewer Rate Study

Capital Improvement Plan

Project Description

Funding Source

FY 2021

FY 2022

FY 2023

FY 2024

FY 2025

FY 2026

FY 2027

FY 2028

Wastewater Treatment Facility CIP

Other Projects

Blower Building Floor Coating/Noise Attenuation	WWTFR	\$ 125,000								
Canopy for dewatering equipment	WWTFR	24,928								
Digester #2 and #3 Repairs, incl wastegas flare replacement and piping	WWTFR	2,477,475								
Digester Cleaning/Coating/Equipment Replacement	WWTFR	79,349	81,928	84,590	87,340	90,178	93,109	96,135	99,259	
Effluent Outfall Pump Replacement	WWTFR				600,000					
Emergency Generator for WWTF (200kW)	WWTFR	150,000								
Manhole 10A Inspection/Repair	WWTFR	99,760								
Reclamation Area Pipeline Installation	WWTFR	100,000								
Septic Station Retrofit	WWTFR	70,000								
Sludge/Grit Staging Area	WWTFR	300,000								
Sludge Line - Westwood Bridge over Tule River	WWTFR		30,000							
WAS Pump Replacement	WWTFR	300,000								
Wastewater Needs Assessment and Master Plan	WWTFR	38,828								
Total Other Projects		\$ 3,765,340	\$ 111,928	\$ 84,590	\$ 687,340	\$ 90,178	\$ 93,109	\$ 96,135	\$ 99,259	

Digester #1 and #4 Repairs

Digester Design	WWTFR	\$ 325,000								
Digester Construction	Unfunded		1,500,000							
Total Digester #1 and #4 Repairs		\$ 325,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Odor Control Project - Phase 2

Odor Control Design	WWTFR	\$ 250,000								
Odor Control Construction	Unfunded		1,750,000							
Total Odor Control Project - Phase 2		\$ -	\$ 250,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Office Building Repair

Office Building - Design	WWTFR	\$ 200,000								
Office Building - Relocation to temp structure	WWTFR	50,000								
Office Building - Remediation and Demolition	WWTFR	100,000								
Office Building - Construction	WWTFR		700,000							
Total Office Building Repair		\$ 350,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Plant #2 Evaluation & Repairs

Plant #2 - Evaluation	WWTFR	\$ 25,000								
Plant #2 - Design	WWTFR	125,000								
Plant #2 - Construction	Unfunded		400,000							
Total Plant #2 Evaluation & Repairs		\$ 150,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Plant #1 Evaluation & Repairs

Plant #1 - Evaluation	Unfunded	\$ 25,000								
Plant #1 - Design incl re-asphalt	Unfunded	\$ 125,000								
Plant #1 - Construction incl asphalt repairs	Unfunded		600,000							
Total Plant #1 Evaluation & Repairs		\$ -	\$ 150,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



City of Porterville

2020 Sewer Rate Study

Capital Improvement Plan

Project Description	Funding Source	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Tertiary Treatment									
Tertiary Treatment - CEQA	WWTFR	\$ 269,921							
Tertiary Treatment - Property Acquisition	WWTFR	\$ 200,000							
Tertiary Treatment - Design	Unfunded		585,000	1,500,000	1,500,000	1,000,000			
Tertiary Treatment - Nitrification/De-nitrification Project - Consultant Service	WWTFR		200,000		30,000,000	30,000,000			
Tertiary Treatment - Nitrification/De-nitrification Project - Construction	Unfunded								
Tertiary Treatment - Construction / Sludge bed Relocation	Unfunded						1,000,000	1,500,000	
Total Tertiary Treatment		\$ 469,921	\$ 785,000	\$ 1,500,000	\$ 31,500,000	\$ 31,000,000	\$ 1,000,000	\$ 1,500,000	\$ -
Wastewater Treatment Facility CIP by Funding Source									
WWTFR		\$ 5,060,261	\$ 1,261,928	\$ 84,590	\$ 30,687,340	\$ 30,090,178	\$ 93,109	\$ 96,135	\$ 99,259
Unfunded		-	2,635,000	3,850,000	1,500,000	1,000,000	1,000,000	1,500,000	-
Total Wastewater Treatment Facility CIP		\$ 5,060,261	\$ 3,896,928	\$ 3,934,590	\$ 32,187,340	\$ 31,090,178	\$ 1,093,109	\$ 1,596,135	\$ 99,259
		TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
Master Plans									
MASTER PLANS - Sewer Master Plan Payback	Developer Fees	\$ 187,141	\$ 193,223	\$ 200,000	\$ 207,000	\$ 214,000	\$ 221,000	\$ 229,000	\$ 237,000
MASTER PLANS - Master Plan Update	Developer Fees	71,533							
MASTER PLANS - Comprehensive Impact Fee Study	Developer Fees	47,524							
MASTER PLANS - Comprehensive Impact Fee Study	WWTFR	25,000							
Total Master Plans		\$ 331,198	\$ 193,223	\$ 200,000	\$ 207,000	\$ 214,000	\$ 221,000	\$ 229,000	\$ 237,000
Stormwater Capital Projects									
STORMWATER - Programmed Capital Project Budget	Unfunded	\$ -	\$ 1,250,000	\$ 1,500,000	\$ 1,545,000	\$ 1,591,350	\$ 1,639,091	\$ 1,688,263	\$ 1,738,911
Total Stormwater Capital Projects		\$ -	\$ 1,250,000	\$ 1,500,000	\$ 1,545,000	\$ 1,591,350	\$ 1,639,091	\$ 1,688,263	\$ 1,738,911



City of Porterville
2020 Sewer Rate Study
Capital Improvement Plan

Asset #	Description	Acq date	ENR-CCI	Total Life	Acquisition Cost	Salvage Value	Other Period Accumulated Depreciation	Current Period Depreciation	Net Value	Trended Depreciation	Replacement Cost New Less Depreciation (RCNLD)
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Assets Summary

Total Sewer System					\$ 41,605,682	\$ -	\$ 5,994,939	\$ 11,599,242	\$ 24,011,502	\$ 57,970,875	\$ 42,778,613
2602	Grit Collector Rehab	6/30/1999	1.92	240	\$ 31,775	\$ -	\$ 3,177	\$ 28,597	\$ -	\$ 60,937	\$ -
5695	Chlorine Building	6/30/1999	1.92	600	279,583	-	11,183	75,488	192,912	166,215	369,961
6545	1998 Ford F-150 Pickup	2/10/1998	1.96	60	15,890	-	10,593	5,297	-	31,189	-
6896-1	2003Freightliner 5-7 Ton Dump Truck	7/1/2014	1.18	84	63,044	-	-	63,044	-	74,702	-
6935-1	ISO Model 6700FR Refrigerated Composite Sa	9/22/1999	1.92	60	13,007	-	4,553	8,455	-	24,945	-
6939-1	Repair 125hp Effluent Pump	11/9/1999	1.92	60	15,193	-	5,064	10,129	-	29,137	-
6940-1	Digester waste Gas Burner	6/1/2000	1.87	60	3,629	-	786	2,843	-	6,778	-
6983	Effluent Flow meter 24" 150 psi Outfall Line	6/9/2000	1.87	60	2,955	-	640	2,315	-	5,519	-
7046	Land- Newcomb/Morton	7/1/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7047	Land- Newcomb/Morton	7/2/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7048	Land- Newcomb/Morton	7/3/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7049	Land- Newcomb/Morton	7/4/1953	19.37	-	22,000	-	-	-	22,000	-	426,058
7050	Land- Prospect/Morton	7/5/1953	19.37	-	5,500	-	-	-	5,500	-	106,515
7144	Gantry Crane	9/6/2000	1.87	60	1,483	-	247	1,236	-	2,769	-
7188	Land- Underhill Property 12261 Road 216	11/3/2000	1.87	-	748,877	-	-	-	748,877	-	1,398,775
7191	Storage Building	6/30/2001	1.83	480	19,696	-	-	8,863	10,833	16,259	19,873
7360	169 Acres land- Nuckols Property (302-010-0-	6/30/2003	1.74	-	1,144,912	-	-	-	1,144,912	-	1,987,097
7365	Cast Iron Case Pump	10/24/2002	1.78	120	9,799	-	-	9,799	-	17,416	-
7369	Percolation Pond on the Underhill Property (8	6/30/2003	1.74	-	376,541	-	-	-	376,541	-	653,521
7369-1	Percolation Pond on the Underhill Property (F	6/30/2004	1.63	-	34,746	-	-	-	34,746	-	56,744
7371	Monitoring Well FY2003 #89-9674	6/30/2003	1.74	600	128,288	-	-	41,052	87,236	71,249	151,407
7450	Effluent Manhole- Teapot Dome (89-9695)	6/30/2004	1.63	480	24,724	-	-	9,272	15,453	15,142	25,236
7483	Land- Hunsaker Property (163.4 acres for Perc	10/8/2004	1.63	-	743,829	-	-	-	743,829	-	1,214,775
7513	Upgrade SCADA	6/30/2006	1.50	60	43,927	-	-	43,927	-	65,849	-
7514	Sludge Drying Beds Expansion	6/30/2006	1.50	600	863,485	-	-	224,506	638,979	336,549	957,872
7581	2008 Ford F150 4x2 Regular Cab Shortbed Pick	4/17/2008	1.40	60	14,178	-	-	14,178	-	19,823	-
7605	2008 Ford F350 with 12' Flatbed and Crane (E	5/2/2008	1.40	84	33,744	-	-	33,744	-	47,179	-
7616	Waukesha Model#VGS11GSID Standby Engine	11/28/2007	1.46	120	282,788	-	-	282,788	-	412,236	-
7668	Rotary Screw Air Compressor and Refrigeratec	6/30/2009	1.36	120	17,318	-	-	17,318	-	23,481	-
7669	Rotary Screw Air Compressor and Refrigeratec	6/30/2009	1.36	120	17,318	-	-	17,318	-	23,481	-
7670	Orival Electric Filter with 500micron Screen an	7/30/2008	1.40	120	8,911	-	-	8,911	-	12,459	-
7671	Air Conditioning Unit for Headquarters Building	7/1/2008	1.40	120	7,152	-	-	7,152	-	9,999	-
7672	Air Conditioning Unit for Outfall Building	7/1/2008	1.40	120	7,152	-	-	7,152	-	9,999	-
7702	Reclamation Road 216 Pipeline and Weir	6/30/2010	1.32	480	161,723	-	-	36,387	125,336	48,025	165,422
7739	2011Kawasaki KAF400ABFL Mule Off-Road EQ	4/13/2011	1.28	60	9,394	-	-	9,394	-	12,035	-
7746	5 Ton 14Seer Trane HVAC - WWTF Control Bui	5/31/2011	1.28	120	13,000	-	-	10,508	2,492	13,462	3,192
7747	5 Ton 14Seer Trane HVAC - WWTF Control Bui	5/31/2011	1.28	120	13,000	-	-	10,508	2,492	13,462	3,192
7748	3 1/2 Ton 14 Seer Trane HVAC - WWTF Sludge	5/31/2011	1.28	120	5,400	-	-	4,365	1,035	5,592	1,326
7749	150 hp Turbine Pump with 150' Column (Recla	1/30/2011	1.28	120	23,157	-	-	19,491	3,667	24,970	4,697
7847	12" Henke Blade & JRB Hyd Coupler for WWTF	6/14/2013	1.22	60	28,643	-	-	28,643	-	34,861	-
8044	2018 Peterbilt 348 Dump Truck EQ36879	11/28/2017	1.08	120	134,593	-	-	21,310	113,282	23,062	122,595
8046	Sewage Plant	7/1/1953	19.37	600	858,755	-	825,020	33,735	-	16,630,897	-
8057	Super Shredder SS6-8000 Lower walks in-line I	1/16/2018	1.05	60	17,239	-	-	5,172	12,067	5,432	12,676
8066	2018 Ford F250 4x2 Crew Cab Pickup Truck EQ	3/14/2018	1.05	60	28,508	-	-	7,602	20,906	7,986	21,960
8099	Triple Seal System Submersible Mixer XRW 30	11/12/2018	1.05	60	7,376	-	-	984	6,393	1,033	6,715
8114	John Deere TE 4x2 Electric Utility Vehicle EQ#	4/15/2019	1.03	60	14,632	-	-	732	13,900	754	14,317
8122	World Lift WRTD60 Forklift EQ#6882	4/30/2019	1.03	120	49,795	-	-	830	48,965	855	50,434
8137	2019 John Deere 624L Wheel loader EQ#6884	6/27/2019	1.03	84	201,464	-	-	-	201,464	-	207,508
8139	Boiler Trerice - 3 way Valve Model # 940E-25K	6/28/2019	1.03	60	10,054	-	-	-	10,054	-	10,356
8257	Effluent Outfall System	1/1/1986	2.71	360	118,275	-	60,897	57,378	-	319,983	-
8258	Monitoring Wells	7/1/1986	2.71	360	3,265	-	1,629	1,636	-	8,833	-
8277	Outfall To Drying Creek	6/1/1989	2.52	600	419,182	-	101,303	150,905	166,974	635,017	420,411
8281	Industrial Monitoring Manholes	6/1/1989	2.52	600	20,625	-	4,984	7,425	8,216	31,243	20,686
8285	Replace RAS Motor and Drive	6/1/1989	2.52	120	13,615	-	13,615	-	-	34,281	-
89-9623	WWTF Bar Screen and Auger Conveyor	10/31/2010	1.32	480	408,681	-	-	88,072	320,609	116,240	423,149
89-9636	WWTF Biological Odor Control System	10/16/2018	1.05	240	1,255,346	-	-	47,075	1,208,270	49,449	1,269,194
89-9642	6 inch Transfer Line From Digester 1 to Digest	9/30/2013	1.22	240	128,159	-	-	36,846	91,313	44,846	111,138
89-9650	WWTF Telemetry and SCADA Hardware Syster	6/5/2015	1.16	120	194,295	-	-	79,337	114,958	91,863	133,107
89-9658	Digester Mixing Pump and Valves	4/9/2016	1.12	120	51,514	-	-	16,742	34,772	18,817	39,082
89-9659	Influent Pump Station, 4 Flygt Pumps, and VFC	4/30/2014	1.18	300	928,900	-	-	191,972	736,927	227,469	873,189
89-9675	Reclamation Area Monitor Well	1/31/2011	1.28	480	28,621	-	-	6,023	22,599	7,716	28,952
89-9683	DAFT - Chain, Drive, and Flights	8/28/2014	1.18	240	109,761	-	-	26,526	83,236	31,430	98,626
89-9694	WWTF Operations Building Reroof With Polyu	6/30/2011	1.28	240	67,377	-	-	26,951	40,426	34,528	51,791
9015-10	Land - Grand Ave (APN#251-350-016)	6/30/2019	1.03	-	301,285	-	-	-	301,285	-	310,324
9064	Sewer Lift Station /wt cons plit	7/1/1972	6.63	600	15,000	-	8,687	5,411	902	93,446	5,981
9087	Sewage Plant Addition	6/1/1979	3.87	600	5,078,995	-	2,234,488	1,833,697	1,010,810	15,741,386	3,911,218
9088	Sewer Plant Piping	6/1/1981	3.29	600	14,809	-	5,923	5,345	3,541	37,039	11,639
9089	Sewage Plant Expansion	6/1/1981	3.29	600	41,736	-	15,690	15,624	102,929	34,260	34,260
9090	Sewage Plant Expansion	6/1/1983	2.86	600	4,080	-	1,469	1,472	1,139	8,405	3,255
9091	Sewage Plant Expansion	6/1/1987	2.64	600	1,893,126	-	529,991	683,001	680,134	3,198,978	1,793,690
9338	Plant Expansion	6/30/1988	2.57	600	51,387	-	13,360	18,500	19,527	81,921	50,210
9602	Sewer Equipment, Miscellaneous Capital Repa	6/30/1992	2.33	120	59,895	-	53,408	6,487	-	139,612	-
9606-1	WWTF Grit System Towers and Barscreens	6/30/2009	1.36	600	1,002,893	-	-	200,579	802,314	271,958	1,087,831
9607	Sludge Bed Expansion - Airport	3/31/1997	1.99	360	261,266	-	37,013	156,760	67,494	386,473	134,614
9608	Sewer Manhole, Olive/Wisconsin	6/30/1997	1.99	600	1,752	-	140	631	981	1,537	1,957
9608-09	Effluent Pipeline & Land Leveling at Reclamat	6/30/2009	1.36	600	1,036,610	-	-	207,322	829,288	281,100	1,124,404
9630	Sludge Pond Paving	6/30/1989	2.52	240	37,973	-	20,324	17,649	-	95,609	-
9631	WWTF Flow meter Rehabilitation	6/30/1993	2.23	240	4,951	-	1,980	2,970	-	11,041	-
9635	Digester Rehabilitation	6/30/1991	2.40	480	34,987	-	8,747	15,744	10,496	58,858	25,225
9638	Lift Station Pump Replacement	6/30/1990	2.46	240	36,503	-	20,077	16,426	-	89,637	-
9639-1	WWTF Huber Screw Press Sludge Dewatering	6/30/2017	1.08	480	4,754,075	-	-	237,704	4,516,371	257,245	4,887,659
9646	Outfall Pump Drive	6/30/1991	2.40	120	14,567	-	14,567	-	-	35,008	-
9648	WWTF Expansion Design	6/30/1994	2.15	240	1,227,609	-	429,663	797,945	-	2,637,673	-
9655	Temporary Sludge Beds	6/30/1993	2.23	60	85,604	-	85,604	-	-	190,920	-
9666-1	Franklin Miller Spirallift Washer Grinder Comp	11/29/2017	1.08	120	229,669	-	-	36,364	193,304	39,354	209,196
9673-1	Cleaver Brooks Fire tube Boiler Model #CFC-7C	2/16/2018	1.05	120	82,790	-	-	11,728	71,061	12,320	74,644
9673-2	Cleaver Brooks Fire tube Boiler Model #CFC-7C	2/16/2018	1.05	120	82,790	-	-	11,728	71,061	12,320	74,644
9676	Monitoring Wells	7/1/1995	2.12	600	156,904	-	23,013	54,954	78,937	165,593	167,653
9696	WWTF Expansion From 4MGD to 8MGD	3/31/1996	2.07	600	13,487,974	-	1,416,237	4,855,671	7,216,066	12,967,642	14,919,759
9813	Digester Repair	6/30/2000	1.87	480	123,961	-	3,099	55,782	65,080	109,980	121,558
9814	Digester Repair	6/30/2000	1.87	480	1,086,358	-	27,159	488,861	570,338	963,838	1,065,294
9815	Hydrogen Sulfide Removal System	6/30/2000	1.87	480	24,344	-	609	10,955	12,780	21,599	23,871



City of Porterville

2020 Sewer Rate Study

Usage Forecast

3-yr average

	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
Retail Usage Summary												
Single Family Residential	2,362,076	2,544,313	1,974,167	2,443,120	2,455,336	2,467,613	2,479,951	2,492,350	2,504,812	2,517,336	2,529,923	2,542,573
Multi-Family Residential	503,318	484,304	405,241	490,570	493,023	495,488	497,966	500,455	502,958	505,472	508,000	510,540
Commercial/Institutional	570,647	606,507	511,233	596,534	599,517	602,514	605,527	608,555	611,597	614,655	617,729	620,817
Industrial	22,068	21,077	12,372	20,730	20,834	20,938	21,043	21,148	21,253	21,360	21,467	21,574
Landscape Irrigation	241,303	279,744	230,431	264,361	265,683	267,012	268,347	269,688	271,037	272,392	273,754	275,123
Other	165,205	180,099	154,814	174,392	175,264	176,140	177,021	177,906	178,796	179,690	180,588	181,491
Total Retail Usage Summary	3,864,617	4,116,044	3,288,258	3,989,708	4,009,657	4,029,705	4,049,854	4,070,103	4,090,453	4,110,906	4,131,460	4,152,117
					0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Single Family Residential												
January	104,360	163,949	72,299	134,155	134,825	135,499	136,177	136,858	137,542	138,230	138,921	139,616
February	96,186	126,931	94,284	111,559	112,116	112,677	113,240	113,806	114,375	114,947	115,522	116,100
March	126,077	129,327	56,319	127,702	128,341	128,982	129,627	130,275	130,927	131,581	132,239	132,900
April	178,891	128,599	54,666	153,745	154,514	155,286	156,063	156,843	157,627	158,415	159,207	160,004
May	223,134	232,216	28,462	227,675	228,813	229,957	231,107	232,263	233,424	234,591	235,764	236,943
June	226,588	281,732	207,213	238,511	239,704	240,902	242,107	243,317	244,534	245,756	246,985	248,220
July	277,166	264,395	270,913	270,825	272,179	273,540	274,907	276,282	277,663	279,052	280,447	281,849
August	275,233	349,428	343,943	322,868	324,482	326,105	327,735	329,374	331,021	332,676	334,339	336,011
September	262,691	274,181	295,157	277,343	278,730	280,123	281,524	282,932	284,346	285,768	287,197	288,633
October	229,824	219,989	232,436	227,416	228,553	229,696	230,845	231,999	233,159	234,325	235,496	236,674
November	215,867	231,877	172,573	206,772	207,806	208,845	209,889	210,939	211,994	213,054	214,119	215,189
December	146,059	141,689	145,902	144,550	145,273	145,999	146,729	147,463	148,200	148,941	149,686	150,434
Total Single Family Residential	2,362,076	2,544,313	1,974,167	2,443,120	2,455,336	2,467,613	2,479,951	2,492,350	2,504,812	2,517,336	2,529,923	2,542,573
Multi-Family Residential												
January	30,905	39,700	26,296	35,303	35,479	35,656	35,835	36,014	36,194	36,375	36,557	36,740
February	30,425	30,437	30,619	30,431	30,583	30,736	30,890	31,044	31,199	31,355	31,512	31,670
March	37,344	31,693	19,066	34,519	34,691	34,865	35,039	35,214	35,390	35,567	35,745	35,924
April	43,309	30,310	17,684	36,810	36,994	37,179	37,364	37,551	37,739	37,928	38,117	38,308
May	46,269	41,871	8,619	44,070	44,290	44,512	44,734	44,958	45,183	45,409	45,636	45,864
June	43,072	47,888	38,790	43,250	43,466	43,684	43,902	44,122	44,342	44,564	44,787	45,011
July	48,970	41,754	41,582	44,102	44,323	44,544	44,767	44,991	45,216	45,442	45,669	45,897
August	47,067	53,884	54,651	51,867	52,127	52,387	52,649	52,912	53,177	53,443	53,710	53,979
September	50,331	46,727	48,850	48,636	48,879	49,124	49,369	49,616	49,864	50,113	50,364	50,616
October	43,521	40,209	43,386	42,372	42,584	42,797	43,011	43,226	43,442	43,659	43,877	44,097
November	46,164	45,564	40,935	44,221	44,442	44,664	44,888	45,112	45,338	45,564	45,792	46,021
December	35,941	34,267	34,763	34,990	35,165	35,341	35,518	35,695	35,874	36,053	36,234	36,415
Total Multi-Family Residential	503,318	484,304	405,241	490,570	493,023	495,488	497,966	500,455	502,958	505,472	508,000	510,540
Commercial/Institutional												
January	31,288	42,385	27,333	36,837	37,021	37,206	37,392	37,579	37,767	37,956	38,145	38,336
February	32,707	37,287	35,638	34,997	35,172	35,348	35,525	35,702	35,881	36,060	36,240	36,422
March	42,149	36,840	21,482	39,495	39,692	39,890	40,090	40,290	40,492	40,694	40,898	41,102
April	47,645	38,652	19,332	43,149	43,364	43,581	43,799	44,018	44,238	44,459	44,682	44,905
May	51,331	55,719	3,001	53,525	53,793	54,062	54,332	54,604	54,877	55,151	55,427	55,704
June	47,919	58,907	52,303	53,043	53,308	53,575	53,843	54,112	54,382	54,654	54,928	55,202
July	52,405	50,231	53,566	52,067	52,328	52,589	52,852	53,117	53,382	53,649	53,917	54,187
August	53,170	72,589	73,512	66,424	66,756	67,090	67,425	67,762	68,101	68,441	68,784	69,128
September	57,967	61,162	69,296	62,808	63,122	63,438	63,755	64,074	64,394	64,716	65,040	65,365
October	55,398	54,983	55,513	55,298	55,574	55,852	56,132	56,412	56,694	56,978	57,263	57,549
November	57,959	60,523	59,036	59,173	59,469	59,766	60,065	60,365	60,667	60,970	61,275	61,581



City of Porterville

2020 Sewer Rate Study

Usage Forecast

3-yr average

	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	CY 2028
December	40,709	37,229	41,221	39,720	39,918	40,118	40,318	40,520	40,723	40,926	41,131	41,337
Total Commercial/Institutional	570,647	606,507	511,233	596,534	599,517	602,514	605,527	608,555	611,597	614,655	617,729	620,817
Industrial												
January	1,140	1,519	700	1,330	1,336	1,343	1,350	1,356	1,363	1,370	1,377	1,384
February	1,271	1,363	944	1,317	1,324	1,330	1,337	1,344	1,350	1,357	1,364	1,371
March	2,065	1,634	6	1,850	1,859	1,868	1,877	1,887	1,896	1,906	1,915	1,925
April	1,482	1,484	20	1,483	1,490	1,498	1,505	1,513	1,520	1,528	1,536	1,543
May	2,681	2,053	3	2,367	2,379	2,391	2,403	2,415	2,427	2,439	2,451	2,463
June	1,753	1,949	1,370	1,691	1,699	1,708	1,716	1,725	1,733	1,742	1,751	1,759
July	1,416	2,027	1,846	1,763	1,772	1,781	1,790	1,799	1,808	1,817	1,826	1,835
August	2,528	2,505	2,634	2,556	2,568	2,581	2,594	2,607	2,620	2,633	2,646	2,660
September	1,833	1,814	1,448	1,698	1,707	1,715	1,724	1,733	1,741	1,750	1,759	1,767
October	2,100	1,819	1,346	1,755	1,764	1,773	1,781	1,790	1,799	1,808	1,817	1,826
November	2,348	1,825	1,177	1,783	1,792	1,801	1,810	1,819	1,828	1,838	1,847	1,856
December	1,451	1,085	878	1,138	1,144	1,149	1,155	1,161	1,167	1,173	1,178	1,184
Total Industrial	22,068	21,077	12,372	20,730	20,834	20,938	21,043	21,148	21,253	21,360	21,467	21,574
Landscape Irrigation												
January	3,907	11,024	2,441	7,466	7,503	7,540	7,578	7,616	7,654	7,692	7,731	7,769
February	2,821	8,051	3,927	5,436	5,463	5,490	5,518	5,546	5,573	5,601	5,629	5,657
March	3,712	10,898	959	7,305	7,342	7,378	7,415	7,452	7,489	7,527	7,565	7,602
April	14,739	8,463	1,587	11,601	11,659	11,717	11,776	11,835	11,894	11,953	12,013	12,073
May	19,707	22,096	2,189	20,902	21,006	21,111	21,217	21,323	21,429	21,536	21,644	21,752
June	21,709	33,341	23,247	26,099	26,229	26,361	26,492	26,625	26,758	26,892	27,026	27,161
July	34,450	32,246	29,950	32,215	32,376	32,538	32,701	32,864	33,029	33,194	33,360	33,527
August	31,840	41,229	46,287	39,785	39,984	40,184	40,385	40,587	40,790	40,994	41,199	41,405
September	32,614	36,851	43,555	37,673	37,862	38,051	38,241	38,432	38,625	38,818	39,012	39,207
October	30,724	30,584	36,965	32,758	32,921	33,086	33,251	33,418	33,585	33,753	33,922	34,091
November	30,561	31,425	23,349	28,445	28,587	28,730	28,874	29,018	29,163	29,309	29,456	29,603
December	14,519	13,536	15,975	14,677	14,750	14,824	14,898	14,972	15,047	15,123	15,198	15,274
Total Landscape Irrigation	241,303	279,744	230,431	264,361	265,683	267,012	268,347	269,688	271,037	272,392	273,754	275,123
Other												
January	954	3,678	924	2,316	2,328	2,339	2,351	2,363	2,374	2,386	2,398	2,410
February	979	2,709	1,352	1,844	1,853	1,862	1,872	1,881	1,891	1,900	1,910	1,919
March	1,593	2,972	359	2,283	2,294	2,305	2,317	2,328	2,340	2,352	2,364	2,375
April	5,225	3,205	1,095	4,215	4,236	4,257	4,279	4,300	4,321	4,343	4,365	4,387
May	16,940	15,728	203	16,334	16,416	16,498	16,580	16,663	16,746	16,830	16,914	16,999
June	21,425	23,528	19,888	21,614	21,722	21,830	21,939	22,049	22,159	22,270	22,382	22,493
July	25,099	25,788	25,741	25,543	25,670	25,799	25,928	26,057	26,188	26,319	26,450	26,582
August	27,152	32,166	30,578	29,965	30,115	30,266	30,417	30,569	30,722	30,876	31,030	31,185
September	23,881	26,932	27,644	26,152	26,283	26,415	26,547	26,679	26,813	26,947	27,082	27,217
October	18,071	21,069	22,189	20,443	20,545	20,648	20,751	20,855	20,959	21,064	21,169	21,275
November	19,717	16,272	14,553	16,847	16,932	17,016	17,101	17,187	17,273	17,359	17,446	17,533
December	4,169	6,052	10,288	6,836	6,871	6,905	6,939	6,974	7,009	7,044	7,079	7,115
Total Other	165,205	180,099	154,814	174,392	175,264	176,140	177,021	177,906	178,796	179,690	180,588	181,491



City of Porterville
2020 Sewer Rate Study
Capital Costs Allocation

	Estimated Costs	Flow	ALLOCATION PERCENTAGES		ALLOCATION AMOUNTS		
			BOD	TSS	Flow	BOD	TSS
CAPITAL COSTS ALLOCATION							
Phase III - Putnam/RR to Plano	\$0	100%			\$0	\$0	\$0
Phase IV - Baker/Murry	46,000	100%			46,000	0	0
Phase V - Murry/Harrison to Putnam	118,000	100%			118,000	0	0
Phase VI - Roche/Alley/Henrahan	85,000	100%			85,000	0	0
*Area 1 (456A & 457) Poplar/Brown/Wisconsin/Jaye St	1,200,000	100%			1,200,000	0	0
*Area 5 (456B & 456C) Olive/Center/Cloverleaf/Jaye St	1,755,000	100%			1,755,000	0	0
>Annexation 474 - Beverly Grand Area Boyles/Beverly/Prospect/Maston Sts	1,500,000	100%			1,500,000	0	0
>Annexation 475 - Westfield/Jaye Area Villa/Woods/Jaye/Mulberry	1,550,000	100%			1,550,000	0	0
>Annexation 476 - Akin/Ponca Area Yates/Worth/3rd/4th/Lincoln/Gibbons	3,050,000	100%			3,050,000	0	0
>Annexation 478 - Cobb/Dogwood Areas Cobb/Dogwood/Elderwood/Putnam/Thurman/Harrison	2,580,000	100%			2,580,000	0	0
>Annexation 479 - Roby Island Area Atkins/Lucy/Waukesha/Maston/Cobb/ Slaughter/Roby	2,420,000	100%			2,420,000	0	0
Lift Station Upgrade	769,740	100%			769,740	0	0
Main St. @ SR 190 Casing (Poplar conn)	58,853	100%			58,853	0	0
Main St. @ SR 190 Vandalia Ave Pipe (Poplar conn)	85,698	100%			85,698	0	0
Mathew St Capacity Analysis - Lift St. No. 11 Mulberry to Henderson	0	100%			0	0	0
Mulberry (Los Robles east)	91,000	100%			91,000	0	0
Newcomb - Henderson south to Grand Ave. - Pipe	396,000	100%			396,000	0	0
Hwy 190 - Jaye St. to E. St. - Pipe	352,000	100%			352,000	0	0
Hwy 190 - E. St. to Main St. - Pipe	151,000	100%			151,000	0	0
Vandalia Ave. - Main St. to Plano St. - Pipe	361,000	100%			361,000	0	0
Blower Building Floor Coating/Noise Attenuation	0		50%	50%	0	0	0
Canopy for dewatering equipment	0		50%	50%	0	0	0
Digester #2 and #3 Repairs, incl wastegas flare replacement and piping	0		50%	50%	0	0	0
Digester Cleaning/Coating/Equipment Replacement	840,840		50%	50%	0	420,420	420,420
Effluent Outfall Pump Replacement	600,000		50%	50%	0	300,000	300,000
Emergency Generator for WWTF (200kW)	0		50%	50%	0	0	0
Manhole 10A Inspection/Repair	0		50%	50%	0	0	0
Reclamation Area Pipeline Installation	0	100%			0	0	0
Septic Station Retrofit	0		50%	50%	0	0	0
Sludge/Grit Staging Area	0		50%	50%	0	0	0
Sludge Line - Westwood Bridge over Tule River	30,000		50%	50%	0	15,000	15,000
WAS Pump Replacement	0		50%	50%	0	0	0
Wastewater Needs Assessment and Master Plan	0	34%	33%	33%	0	0	0
Digester #1 and #4 Repairs	0		50%	50%	0	0	0
Digester Design	0		50%	50%	0	0	0
Digester Construction	1,500,000		50%	50%	0	750,000	750,000
Odor Control Project - Phase 2	0		50%	50%	0	0	0
Odor Control Design	250,000		50%	50%	0	125,000	125,000
Odor ControlConstruction	1,750,000		50%	50%	0	875,000	875,000
Office Building - Design	0	34%	33%	33%	0	0	0
Office Building - Relocation to temp structure	0	34%	33%	33%	0	0	0
Office Building - Remediation and Demolition	0	34%	33%	33%	0	0	0
Office Building - Construction	700,000	34%	33%	33%	238,000	231,000	231,000
Plant #2 Evaluation & Repairs	0	34%	33%	33%	0	0	0
Plant #2 - Evaluation	0	34%	33%	33%	0	0	0
Plant #2 - Design	0	34%	33%	33%	0	0	0
Plant #2 - Construction	400,000	34%	33%	33%	136,000	132,000	132,000
Plant #1 - Evaluation	25,000	34%	33%	33%	8,500	8,250	8,250
Plant #1 - Design incl re-asphalt	125,000	34%	33%	33%	42,500	41,250	41,250
Plant #1 - Construction incl asphalt repairs	600,000	34%	33%	33%	204,000	198,000	198,000
Tertiary Treatment - Design	4,585,000		50%	50%	0	2,292,500	2,292,500
Tertiary Treatment - Nitrification/De-nitrification Project - Consultant Services - Plant Expansion	60,200,000		50%	50%	0	30,100,000	30,100,000



City of Porterville
2020 Sewer Rate Study
Capital Costs Allocation

	Estimated Costs	ALLOCATION PERCENTAGES			Flow	ALLOCATION AMOUNTS		
		Flow	BOD	TSS		Flow	BOD	TSS
Tertiary Treatment - Nitrification/De-nitrification Project - Construction	0		50%	50%	0	0	0	0
Tertiary Treatment - Construction / Sludge bed Relocation	12,500,000		50%	50%	0	6,250,000	6,250,000	6,250,000
MASTER PLANS - Sewer Master Plan Payback	1,999,223	34%	33%	33%	679,736	659,744	659,744	659,744
MASTER PLANS - Master Plan Update	0	34%	33%	33%	0	0	0	0
MASTER PLANS - Comprehensive Impact Fee Study	0	34%	33%	33%	0	0	0	0
MASTER PLANS - Comprehensive Impact Fee Study	0	34%	33%	33%	0	0	0	0
STORMWATER - Programmed Capital Project Budget	14,588,504	100%			14,588,504	0	0	0
TOTAL	\$117,262,858	27.7%	36.2%	36.2%	\$32,466,531	\$42,398,164	\$42,398,164	\$42,398,164
OVERALL COST ALLOCATION								
2021/22 through 2030/31 Expenses								
O&M	\$62,296,828	50%	25%	25%	31,148,414	15,574,207	15,574,207	15,574,207
Existing - Debt Service	60,445,012	34%	33%	33%	20,551,304	19,946,854	19,946,854	19,946,854
Capital Costs	117,262,858	28%	36%	36%	32,466,531	42,398,164	42,398,164	42,398,164
Fixed Assets - WWTP	\$17,594,180	34%	33%	33%	5,982,021	5,806,079	5,806,079	5,806,079
TOTAL	\$257,598,878	35.0%	32.5%	32.5%	90,148,270	83,725,304	83,725,304	83,725,304



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

Customer Classification	Accounts	Dwelling Units	Flow MGD	BOD mg/L	TSS mg/L	BOD lb/Day	TSS lb/Day	Usage (HCF/Mo)
<u>RESIDENTIAL CUSTOMER CLASSES</u>								
Single Family Residential - Units	11,804	39,779	3.0153	250	175	6,287	4,401	120,934
Multifamily Residential - Units	656	7,675	1.0669	250	175	2,224	1,557	42,788
Trailer Park - Spaces	263	1,178	0.1638	250	175	341	239	6,569
		48,633						
<u>COMMERCIAL CUSTOMER CLASSES</u>								
Car Wash, Laundry, Packing House	23		0.0278	100	150	23	35	1,115
Bars, Hotels w/o Dining	13		0.0164	200	200	27	27	659
Stores, Offices, Markets	695		0.6105	150	150	764	764	24,487
Hospital, Rest Homes	27		0.0202	250	100	42	17	811
Multi-Unit with Cons	4		0.0013	250	150	3	2	51
Mortuaries	2		0.0025	800	800	17	17	101
Service Stations and Auto Repairs	63		0.0695	180	280	104	162	2,788
Restaurants	98		0.0834	800	600	557	417	3,346
Churches	61		0.0746	150	150	93	93	2,991
Schools	51		0.0518	130	100	56	43	2,079
City of Porterville	23		0.0215	150	150	27	27	862
State Hospital	1		0.0013	250	100	3	1	51
PVPUD	1	2,544						
Industrial	15		0.0215	150	100	27	18	862
Septic Tanks	7		0.0114	5,400	12,000	512	1,139	456
TOTALS	13,807	51,177	5.2597			11,108	8,959	210,950



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

Customer		Dwelling	COST ALLOCATION			Total Revenue	Projected	Projected	Monthly
Classification	Accounts	Units	Flow	BOD	TSS	Requirement	Annual Water Use (HCF)	Rates (\$/HCF)	Flat Rate
<u>RESIDENTIAL CUSTOMER CLASSES</u>									
Single Family Residential - per unit	11,804	39,779	\$1,905,248	\$1,746,947	\$1,516,201	\$5,168,396	1,471,362	\$3.51	\$36.50
Multifamily Residential - per unit	656	7,675	674,105	618,096	536,455	1,828,656	520,590	3.51	19.90
Trailer Park - per space	263	1,178	103,484	94,886	82,353	280,722	79,917	3.51	19.90
<u>COMMERCIAL CUSTOMER CLASSES</u>									
Car Wash, Laundry, Packing House	23		\$17,572	\$6,445	\$11,986	\$36,002	13,570	\$2.66	
Bars, Hotels w/o Dining	13		10,383	7,616	9,443	27,443	8,019	3.43	
Stores, Offices, Markets	695		385,775	212,234	263,144	861,153	297,922	2.90	
Hospital, Rest Homes	27		12,779	11,718	5,811	30,308	9,869	3.08	
Multi-Unit with Cons	4		799	732	545	2,076	617	3.37	
Mortuaries	2		1,597	4,687	5,811	12,096	1,234	9.81	
Service Stations and Auto Repairs	63		43,929	29,001	55,934	128,864	33,925	3.80	
Restaurants	98		52,715	154,671	143,830	351,216	40,710	8.63	
Churches	61		47,124	25,925	32,144	105,193	36,392	2.90	
Schools	51		32,747	15,614	14,892	63,252	25,289	2.51	
City of Porterville	23		13,578	7,470	9,262	30,310	10,486	2.90	
State Hospital	1		799	732	363	1,894	617	3.08	
Industrial - per hcf	15		13,578	7,470	6,175	27,222	10,486	2.60	
Septic Tanks - per 1,000 gallons	7		7,188	142,368	392,264	541,820	5,551	97.61	
								130.49	4,152
TOTALS	13,806	48,633	\$3,323,400	\$3,086,611	\$3,086,611	\$9,496,622	2,566,555		
Allocation percentages			35.0%	32.5%	32.5%				
Annual cost requirements			\$3,323,400	\$3,086,611	\$3,086,611	\$9,496,622			



City of Porterville

2020 Sewer Rate Study

Capital Costs Allocation

Customer Classification	Revenue Under Existing Rates	2028 Test Year Cost of Service	Change
<u>RESIDENTIAL CUSTOMER CLASSES</u>			
Single Family Residential - per unit	\$3,806,082	\$8,753,846	130.0%
Multifamily Residential - per unit	2,350,453	3,099,246	31.9%
Trailer Park - per space	360,824	475,773	31.9%
RESIDENTIAL SUBTOTAL	\$6,517,359	\$12,328,865	89.2%
<u>COMMERCIAL CUSTOMER CLASSES</u>			
Car Wash, Laundry, Packing House	\$13,027	\$61,065	368.8%
Bars, Hotels w/o Dining	9,783	46,508	375.4%
Stores, Offices, Markets	309,839	1,459,818	371.2%
Hospital, Rest Homes	10,757	51,319	377.1%
Multi-Unit with Cons	734	3,516	379.0%
Mortuaries	2,406	20,478	751.3%
Service Stations and Auto Repairs	46,138	218,137	372.8%
Restaurants	120,908	594,771	391.9%
Churches	15,285	178,321	1066.7%
Schools	7,587	107,227	1,313.3%
City of Porterville	8,703	51,381	490.4%
State Hospital	672	3,207	377.1%
COMMERCIAL SUBTOTAL	\$545,839	\$2,795,749	412.2%
Industrial - per hcf	\$9,752	\$46,138	373.1%
Septic Tanks - per 1,000 gallons	\$94,260	\$917,058	872.9%
Porter Vista	\$200,052	\$448,488	124.2%
TOTALS	\$7,367,262	\$16,536,299	124.4%



City of Porterville

2020 Sewer Rate Study

Rate Design: Alternative 1 Rates - Existing Rate Structure

Description	Existing Rates	2023/24	2024/25	2025/26	2026/27	2027/2028	5-Year Cumulative Increase
Revenue Increase		32.5%	32.5%	8.5%	8.5%	8.5%	124.2%
<u>RESIDENTIAL</u>							
Single Family Residential - per unit	\$26.87	\$30.20	\$39.95	\$43.35	\$47.00	\$51.00	89.8%
Multifamily Residential - per unit	25.52	28.69	37.96	41.18	44.65	48.45	89.9%
Trailer Park - per space	25.52	28.69	37.96	41.18	44.65	48.45	89.9%
<u>COMMERCIAL - per hcf</u>							
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	368.8%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	375.4%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	371.2%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Multi-Unit with Cons	1.19	3.37	4.46	4.84	5.25	5.70	379.0%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	751.3%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	372.8%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	391.9%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	1,066.7%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,313.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	490.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40	373.1%
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85	872.9%
REVENUE RECOVERED FROM RATES	\$7,167,210	\$9,548,698	\$12,632,662	\$13,707,949	\$14,863,322	\$16,130,383	
ACTUAL COST OF SERVICE		\$9,496,622	\$12,583,023	\$13,652,580	\$14,813,050	\$16,072,159	
VARIANCE - \$		\$52,077	\$49,639	\$55,369	\$50,272	\$58,224	
VARIANCE - %		0.5%	0.4%	0.4%	0.3%	0.4%	

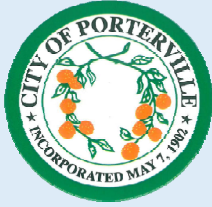


City of Porterville

2020 Sewer Rate Study

Rate Design: Alternative 2 Rates - Cost of Service

Description	Existing Rates	2023/24	2024/25	2025/26	2026/27	2027/2028	5-Year Cumulative Increase
Revenue Increase		32.5%	32.5%	8.5%	8.5%	8.5%	124.2%
RESIDENTIAL							
Single Family Residential - per unit	\$26.87	\$36.50	\$48.35	\$52.50	\$56.95	\$61.80	130.0%
Multifamily Residential - per unit	25.52	19.90	26.35	28.55	31.00	33.65	31.9%
Trailer Park - per space	25.52	19.90	26.35	28.55	31.00	33.65	31.9%
COMMERCIAL - per hcf							
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	368.8%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	375.4%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	371.2%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Multi-Unit with Cons	1.19	3.37	4.46	4.84	5.25	5.70	379.0%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	751.3%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	372.8%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	391.9%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	1,066.7%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,313.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	490.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40	373.1%
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85	872.9%
REVENUE RECOVERED FROM RATES	\$7,167,210	\$9,507,220	\$12,589,044	\$13,662,201	\$14,822,526	\$16,087,810	
ACTUAL COST OF SERVICE		\$9,496,622	\$12,583,023	\$13,652,580	\$14,813,050	\$16,072,159	
VARIANCE - \$		\$10,598	\$6,021	\$9,621	\$9,476	\$15,651	
VARIANCE - %		0.1%	0.0%	0.1%	0.1%	0.1%	



City of Porterville

2020 Sewer Rate Study

Rate Design: Alternative 3 Rates - Residential Consolidation

Description	Existing Rates	2023/24	2024/25	2025/26	2026/27	2027/2028	5-Year Cumulative Increase
Revenue Increase		32.5%	32.5%	8.5%	8.5%	8.5%	124.2%
<u>RESIDENTIAL</u>							
Single Family Residential - per unit	\$26.87	\$29.55	\$39.10	\$42.40	\$46.00	\$49.90	85.7%
Multifamily Residential - per unit	25.52	29.55	39.10	42.40	46.00	49.90	95.5%
Trailer Park - per space	25.52	29.55	39.10	42.40	46.00	49.90	95.5%
<u>COMMERCIAL - per hcf</u>							
Car Wash, Laundry, Packing House	\$0.96	\$2.66	\$3.52	\$3.82	\$4.14	\$4.50	368.8%
Bars, Hotels w/o Dining	1.22	3.43	4.54	4.93	5.34	5.80	375.4%
Stores, Offices, Markets	1.04	2.90	3.83	4.16	4.51	4.90	371.2%
Hospital, Rest Homes	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Multi-Unit with Cons	1.19	3.37	4.46	4.84	5.25	5.70	379.0%
Mortuaries	1.95	9.81	13.00	14.10	15.30	16.60	751.3%
Service Stations and Auto Repairs	1.36	3.80	5.04	5.47	5.93	6.43	372.8%
Restaurants	2.97	8.63	11.44	12.41	13.46	14.61	391.9%
Churches	0.42	2.90	3.83	4.16	4.51	4.90	1,066.7%
Schools	0.30	2.51	3.32	3.60	3.91	4.24	1,313.3%
City of Porterville	0.83	2.90	3.83	4.16	4.51	4.90	490.4%
State Hospital	1.09	3.08	4.07	4.42	4.80	5.20	377.1%
Industrial - per hcf	\$0.93	\$2.60	\$3.44	\$3.74	\$4.05	\$4.40	335.5%
Septic Tanks - per 1,000 gallons	\$22.70	\$130.50	\$172.90	\$187.60	\$203.55	\$220.85	796.7%
REVENUE RECOVERED FROM RATES	\$7,167,210	\$9,547,994	\$12,633,376	\$13,702,998	\$14,865,100	\$16,128,620	
ACTUAL COST OF SERVICE		\$9,496,622	\$12,583,023	\$13,652,580	\$14,813,050	\$16,072,159	
VARIANCE - \$		\$51,373	\$50,353	\$50,418	\$52,050	\$56,461	
VARIANCE - %		0.5%	0.4%	0.4%	0.4%	0.4%	



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Public Hearing and Consideration of Establishing New Solid Waste Rates

SOURCE: Public Works

COMMENT: At its meeting on September 19, 2023, the City Council approved setting a Public Hearing for November 21, 2023, to conduct a protest hearing and consider a Solid Waste rate increase. In accordance with Proposition 218 legal requirements, the City must provide, at minimum, a 45-day notice for a protest hearing on proposed fee increases. To comply with Proposition 218 legal requirements, the City mailed the record owner of the property subject to the proposed rates or the tenant directly liable for the payment of Solid Waste service fees a Notice of Public Hearing on September 29, 2023. On October 6, 2023, an amended Notice of Public Hearing was mailed, which included the 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the effective date or the date of adoption, whichever is later.

The City published a Notice of Public Hearing in the Porterville Recorder on October 28, 2023, and November 10, 2023. In addition, the Notice of Public Hearing was uploaded to the City website on October 17, 2023. The Notice of Public Hearing provided the record owner of the property subject to proposed rates or tenant directly liable for payment with instructions on how to file a protest against the proposed Solid Waste rate increase as follows:

"YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of Solid Waste service fees (i.e., a customer of record), you may submit a written protest against the proposed rate changes. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the Public Hearing, as long as they are received prior to the conclusion of public testimony at the Public Hearing. Please identify on the front of the envelope "Solid Waste Rate Protest" for any protest, whether mailed or submitted in person to the City Clerk. Protests submitted verbally or by e-mail, facsimile, or other electronic means will not be accepted.

Each protest must (1) be in writing; (2) state opposition to the proposed Solid Waste rate increase; (3) provide the location of the owner's identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted.

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At the conclusion of the Public Hearing, the Council will consider adopting the proposed Solid Waste rate increases, which are outlined on the reverse side of the Notice. If, at the close of the Public Hearing, written protests against the proposed Solid Waste rate increases are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the Council cannot approve the proposed Solid Waste rates. If, at the close of the Public Hearing, written protests against the proposed Solid Waste rate increases do not present a majority of record owners of affected parcels and customers of record, the Council is authorized to impose rate increases up to the amounts proposed. If adopted, new Solid Waste rates will be effective January 1, 2024." Pursuant to California Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the date of adoption."

The City is committed to providing high-quality, reliable solid waste service at the lowest possible rate for its residents. The City's residential rates, which are among the lowest, if not the lowest, in the region have not increased since 2006. Since that time, costs have increased significantly due to both inflation and the need for the City to respond to new solid waste management regulations, including but not limited to AB 341 (mandatory commercial recycling), AB 1826 (mandatory commercial organic recycling) and SB 1383 (which establishes more comprehensive mandatory residential and commercial recycling and organics recovery). It is critically important for the City to continually maintain, repair, and improve the assets it holds and keep pace with ever-increasing operating costs and regulations.

The City's Public Works Department/Refuse Division is projecting a substantial revenue shortfall resulting from the lack of rate increases over the past seventeen (17) years and the reduction in recycling revenue due to international countries restricting the receipt of materials (e.g. China's 2018 "National Sword"). To address that revenue shortfall, a rate increase is necessary. In addition, the City needs to replace a significant number of its refuse vehicles, upgrade its recyclable materials and green waste transfer stations, and make improvements to both its administrative and maintenance facilities. Furthermore, the City needs to initiate residential organic collection services to all residential accounts, commercial accounts, and organic waste collection services, with a comprehensive review of all accounts. This will require additional vehicles and drivers, as well as administrative and analytical support staff to manage the City's compliance with SB 1383 and support the operation of City Solid Waste services that are in line with industry standards for safety, customer service, operational compliance, and operational performance.

During its Study Session on August 29, 2023, it was the Council's recommendation for a fifty percent (50%) initial rate increase effective January 1, 2024, followed by a five percent (5%) rate increase on July 1, 2024, and a five percent (5%) increase in each of the following three fiscal years, resulting

Item No.

in a five year cumulative rate increase of eighty-two percent (82%). After the five years, no further automatic adjustments would take place without a new notice and hearing pursuant to Proposition 218.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing to consider the adoption of an increase in solid waste rates for services;
2. Receive any additional written protests;
3. Direct the City Clerk to tally the protests and report the total; and
4. Consider approval of the attached draft Resolution if the tally does not exceed a majority protest as determined by the City Clerk.

ATTACHMENTS:

1. Draft Resolution
2. Proposition 218 Notice of Public Hearing Increases To Solid Waste Rates
3. Solid Waste Rate Study and Financial Plan
4. Solid Waste Rate Scenarios

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONCERNING SOLID WASTE USER FEE INCREASES THROUGH AND
INCLUDING FISCAL YEARS 2023/24 THROUGH 2027/28**

WHEREAS: The City of Porterville, through Municipal Code Chapter 25, is empowered to provide Residential and Commercial Solid Waste collection service; and

WHEREAS: By Chapter 25, the City Council of the City of Porterville may establish rates necessary to operate said Solid Waste collection. The charges by the City for its Solid Waste collection are to be collected monthly by the finance department for the use and benefit of the City and shall be fixed by resolution of the City Council; and

WHEREAS, the City performed a Solid Waste Study Review completed by R3 Consulting Group in 2023 the “Study” determined that current Solid Waste rates are insufficient to support current and future operations. R3 Consulting Group recommended the adoption of rate structure modifications as well as a plan of annual rate adjustments for Fiscal Year (“FY”) 2023/224 through FY 2027/28 that are sufficient for the immediate and future operating needs of the Solid Waste collection; and

WHEREAS, the Study determined the need for an annual Solid Waste rate increase of fifty percent (50%) for FY 2023/24, followed by four (4) subsequent annual rate increases of five percent (5%) for FY 2024/25, 2025/26, 2026/27 and 2027/28, for all residential, commercial and miscellaneous rates. Proposed rates are as follows:

		Proposed Rate Adjustment per Fiscal Year (FY)				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Residential Rates	Current Rates	50%	5%	5%	5%	5%
95 Black/65 Blue	\$16.44	\$24.66	\$25.89	\$27.19	\$28.55	\$29.97
65 Black/65 Blue	\$15.91	\$23.87	\$25.06	\$26.31	\$27.63	\$29.01
35 Black/65 Blue	\$12.35	\$18.53	\$19.45	\$20.42	\$21.45	\$22.52
95 Black/65 Blue w/65 Green	\$17.62	\$26.43	\$27.75	\$29.14	\$30.60	\$32.13
65 Black/65 Blue w/65 Green	\$17.09	\$25.64	\$26.92	\$28.26	\$29.68	\$31.16
35 Black/65 Blue w/65 Green	\$13.53	\$20.30	\$21.31	\$22.38	\$23.49	\$24.67
95 Black/65 Blue w/ 95 Green	\$17.85	\$26.78	\$28.11	\$29.52	\$31.00	\$32.55
65 Black/65 Blue w/95 Green	\$17.32	\$25.98	\$27.28	\$28.64	\$30.08	\$31.58
35 Black/65 Blue w/95 Green	\$13.76	\$20.64	\$21.67	\$22.76	\$23.89	\$25.09
Additional Black	\$10.00	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
Additional Green	\$6.25	\$9.38	\$9.84	\$10.34	\$10.85	\$11.40
Additional Blue	\$6.25	\$9.38	\$9.84	\$10.34	\$10.85	\$11.40

		Proposed Rate Adjustment per Fiscal Year (FY)				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Commercial Bin Service per Empty ¹	Current Rates	50%	5%	5%	5%	5%
2 Yd Bin						
Trash	\$49.60	\$74.40	\$78.12	\$82.03	\$86.13	\$90.43
Recycling	\$37.20	\$55.80	\$58.59	\$61.52	\$64.60	\$67.83
Organics	\$37.20	\$55.80	\$58.59	\$61.52	\$64.60	\$67.83
3 Yd Bin						
Trash	\$74.40	\$111.60	\$117.18	\$123.04	\$129.19	\$135.65
Recycling	\$55.80	\$83.70	\$87.89	\$92.28	\$96.89	\$101.74
Organics	\$55.80	\$83.70	\$87.89	\$92.28	\$96.89	\$101.74
4 Yd Bin						
Trash	\$99.20	\$148.80	\$156.24	\$164.05	\$172.25	\$180.87
Recycling	\$74.40	\$111.60	\$117.18	\$123.04	\$129.19	\$135.65
Organics	\$74.40	\$111.60	\$117.18	\$123.04	\$129.19	\$135.65
6 Yd Bin						
Trash	\$148.80	\$223.20	\$234.36	\$246.08	\$258.38	\$271.30
Recycling	\$111.60	\$167.40	\$175.77	\$184.56	\$193.79	\$203.48
Organics	\$111.60	\$167.40	\$175.77	\$184.56	\$193.79	\$203.48

¹ Commercial Recycle and Organic Service is required unless an approved waiver is on file with the City

		Proposed Rate Adjustment per Fiscal Year (FY)				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Temp Bin Rentals	Current Rates	50%	5%	5%	5%	5%
3 Yard Bin						
Deposit	\$32.10	\$48.15	\$50.56	\$53.09	\$55.74	\$58.53
Empty Fee	\$32.10	\$48.15	\$50.56	\$53.09	\$55.74	\$58.53
Monthly Rental Fee	No Fee	\$22.47	\$23.59	\$24.77	\$26.01	\$27.31
4 Yard Bin						
Deposit	\$42.80	\$64.20	\$67.41	\$70.78	\$74.32	\$78.04
Empty Fee	\$42.80	\$64.20	\$67.41	\$70.78	\$74.32	\$78.04
Monthly Rental Fee	No Fee	\$29.96	\$31.46	\$33.03	\$34.68	\$36.42
10/15 Roll off						
Deposit	\$200.00	\$300.00	\$315.00	\$330.75	\$347.29	\$364.65
Empty Fee Plus Tonnage Fee ²	\$162.00	\$243.00	\$255.15	\$267.91	\$281.30	\$295.37
Monthly Rental Fee	No Fee	\$113.40	\$119.07	\$125.02	\$131.27	\$137.84
30 Yard Roll off						
Deposit	\$200.00	\$300.00	\$315.00	\$330.75	\$347.29	\$364.65
Empty Fee Plus Tonnage Fee ²	\$162.00	\$243.00	\$255.15	\$267.91	\$281.30	\$295.37
Monthly Rental Fee	No Fee	\$113.40	\$119.07	\$125.02	\$131.27	\$137.84

² Landfill fees are set by County and subject to change. Current rates are: General trash \$28/ton, C&D \$39/ton
Green waste \$29/ton

Miscellaneous Rates			
Customer Type	Description of Service	Current Rate	Proposed Rate
All	Special Pickup of Large/Bulky Items	\$55 per hour + Landfill Fee	\$88 per hour + Landfill Fee
All	Inaccessable Fee - Roll-off	\$162.00	\$175.00
All	Inaccessable Fee - Bin	\$15.00	\$70.00
All	Service Charge - No activity- Bin/Roll-off	\$30.00	\$60.00
Commercial	Stand-by Time - Roll-off	\$55 per hour	\$60 per hour
Commercial	Same day service Roll-off	\$45.00	\$88.00
Commercial/Multi-Family	Steam Clean Bins	\$55.00	\$93.00
Commercial/Multi-Family	Lock Installation/Repair	\$55.00	\$153.00
Commercial/Multi-Family	Same Day Service of Bin	\$17.00	\$86.00
Commercial/Multi-Family	Stand-by Time - Bin	\$55 per hour	\$86 per hour
Commercial/Multi-Family	Return Trip Fee - Bin	\$15.00	\$43.00
Commercial/Multi-Family	Green Waste/Organics Contamination Fee	No Fee	\$43.00
Commercial/Multi-Family	Recycling Contamination Fee	No Fee	\$43.00
Recycling Collection	Recycling Hauler Permit Fee	\$25.00	\$25.00
Residential	Steam Clean Cans	\$20.00	\$63.00
Residential	Green Waste/Organics Contamination Fee	\$5 per occurrence	\$43.00
Residential	Recycling Contamination Fee	No Fee	\$43.00
Residential	Small vehicle service over 100' on Private Road	No Fee	\$52.00
Residential	Customer Assist ³	No Fee	\$29.00
Residential	Customer Assist over 100'	No Fee	\$43.00
Residential	Special Pickup/Return Trip Fee	\$10.00	\$43.00
Residential	Can Replacement	\$11.00	\$79.00
Residential	Temp Bin/Roll-off Rental Period	3 Months	1 Month

³ Service approval provided at the discretion of the Public Works Director

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve an increase in Solid Waste fees as proposed. The following rates shall be implemented as the rates of Solid Waste pursuant to Chapter 25–15 for all Solid Waste bills generated after January 1, 2024.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2023.

Martha Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

*** Modificado el 2 de octubre de 2023

*** Amended October 2, 2023

PROPOSICIÓN 218 AVISO DE AUDIENCIA PÚBLICA SOBRE AUMENTOS PROPUESTOS EN TARIFAS DE RESIDUO SÓLIDOS

SE NOTIFICA que la ciudad de Porterville llevará acabo una audiencia pública el 21 de noviembre de 2023, a las 6:30 pm en la cámara del consejo municipal, ubicada en 291 North Main Street, Porterville, CA 93257, para considerar la adopción de los aumentos a las tarifas de sus cargos por servicio de agua. El propósito de la audiencia pública es para tomar los comentarios escritos y orales y considerar todas las reclamaciones por escrito en contra de los aumentos de tarifas propuestos. Las reclamaciones por escrito deben ser presentadas con el secretario municipal de la ciudad de Porterville.

SUS DERECHOS: Si usted es el propietario del registro de una propiedad sujeta a las tarifas propuestas o un inquilino directamente responsable por el pago de los cargos por servicio de residuos sólidos (es decir, un cliente de registro), puede presentar una protesta por escrito en contra de los cambios propuestos en las tarifas. Sólo una protesta escrita por parcela será contada. Protestas escritas pueden ser enviadas por correo al secretario municipal de la ciudad de Porterville, ubicado en 291 N. Main Street, Porterville, CA 93257, o en persona en la audiencia pública, siempre y cuando se hayan recibido antes de la conclusión del testimonio público en la audiencia pública. Por favor identifique en el frente del sobre "Solid Waste Rate Protest" por cualquier protesta, ya sea por correo o entregarse personalmente al secretario municipal. Las protestas presentadas verbalmente, o por correo electrónico, fax o cualquier otro medio electrónico no serán aceptadas. Para obtener más información acerca de este aviso, por favor llame a la ciudad al (559) 782-7514. De conformidad con la sección 53759 del Código de Gobierno de California, existe un plazo de prescripción de 120 días para impugnar cualquier tarifa o cargo nuevo, aumentado o ampliado a partir de la fecha de adopción.

PROPOSITION 218 NOTICE OF PUBLIC HEARING ON PROPOSED INCREASES TO SOLID WASTE RATES

NOTICE IS HEREBY GIVEN that the City of Porterville will hold a Public Hearing on November 21, 2023, at 6:30 pm in the City Council Chambers, located at 291 North Main Street, Porterville, CA 93257, to consider the adoption of increases to the rates for its solid waste service fees. The purpose of the public hearing is to take written and oral comments and consider all written protests against the proposed rate increases. Written protests must be filed with the City of Porterville City Clerk.

YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of solid waste service fees (i.e., a customer of record), you may submit a written protest against the proposed rate changes. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the public hearing, so long as they are received prior to the conclusion of public testimony at the public hearing. Please identify on the front of the envelope "Solid Waste Rate Protest" for any protest, whether mailed or submitted in person to the City Clerk. Protests submitted verbally, or by e-mail, facsimile, or other electronic means will not be accepted.

Each protest must (1) be in writing; (2) state opposition to the proposed solid waste rate increase; (3) provide the location of the owner's identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted. At the conclusion of the public hearing, the City Council will consider adopting the proposed rate increases, which are outlined on the reverse side of this notice. If, at the close of the public hearing, written protests against the proposed solid waste rate increases are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the City Council will not approve the proposed solid waste rates. If, at the close of the public hearing, written protests against the proposed rate increases do not present a majority of record owners of affected parcels and customers of record, the City Council will be authorized to impose rate increases up to the amounts proposed. If adopted, new solid waste rates will be effective January 1, 2024. Pursuant to California Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the date of adoption.

THE NEED FOR SOLID WASTE RATE INCREASES: The City of Porterville is committed to providing high quality, reliable solid waste service at the lowest possible rates for its citizens. The City's residential rates, which are among the lowest if not the lowest in the region, have not been increased since 2006. Since that time costs have increased significantly due to both inflation and the need for the City to respond to new solid waste management regulations, including but not limited to AB 341 (mandatory commercial recycling), AB 1826 (mandatory commercial organics recycling) and SB 1383 (which establishes more comprehensive mandatory residential and commercial recycling and organics recovery). It is critically important for the City to continually maintain, repair, and improve the assets it holds and keep pace with ever increasing operating costs and regulations.

The City's Field Services/Refuse Division is projecting a substantial revenue shortfall, resulting from the lack of a rate increases over the past 17 years. To address that shortfall a rate increase is required. In addition, the City needs to replace a significant number of its refuse vehicles, upgrade its recyclable materials and green waste transfer stations, and make improvements to both its administrative and maintenance facilities. Furthermore, the City needs to roll-out residential organic collection services to all residential accounts, commercial accounts and organics waste collection services, with a comprehensive review of all accounts. This will require additional vehicles and drivers, as well as administrative and analytical support staff to manage the City's compliance with SB 1383, and support the operation of City solid waste services that are in line with industry standards for safety, customer service, operational compliance, and operational performance.

PROPOSED POTENTIAL FUTURE ANNUAL FIXED RATE INCREASE: City Council's recommendation of a 50% initial rate increase effective January 1, 2024 followed by a 5% rate increases on July 1, 2024 and a 5% increase each of the following three (3) fiscal years will result in a five (5) year cumulative rate increase of 82%. After which time no further automatic adjustments would take place absent a new notice and hearing pursuant to Proposition 218.

BILL IMPACT: A typical single-family home subscribing to 95-gallon weekly solid waste, 95-gallon green waste, and 65-gallon recycling service will see its monthly bill increase from \$17.85 to \$26.78. Single-family, Multi-family and Commercial rates will vary depending on subscribed service. The proposed rates for each class and service are as follows:

		Proposed Rate Adjustment per Fiscal Year (FY)				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Residential Rates	Current Rates	50%	5%	5%	5%	5%
95 Black/65 Blue	\$16.44	\$24.66	\$25.89	\$27.19	\$28.55	\$29.97
65 Black/65 Blue	\$15.91	\$23.87	\$25.06	\$26.31	\$27.63	\$29.01
35 Black/65 Blue	\$12.35	\$18.53	\$19.45	\$20.42	\$21.45	\$22.52
95 Black/65 Blue w/65 Green	\$17.62	\$26.43	\$27.75	\$29.14	\$30.60	\$32.13
65 Black/65 Blue w/65 Green	\$17.09	\$25.64	\$26.92	\$28.26	\$29.68	\$31.16
35 Black/65 Blue w/65 Green	\$13.53	\$20.30	\$21.31	\$22.38	\$23.49	\$24.67
95 Black/65 Blue w/95 Green	\$17.85	\$26.78	\$28.11	\$29.52	\$31.00	\$32.55
65 Black/65 Blue w/95 Green	\$17.32	\$25.98	\$27.28	\$28.64	\$30.08	\$31.58
35 Black/65 Blue w/95 Green	\$13.76	\$20.64	\$21.67	\$22.76	\$23.89	\$25.09
Additional Black	\$10.00	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23
Additional Green	\$6.25	\$9.38	\$9.84	\$10.34	\$10.85	\$11.40
Additional Blue	\$6.25	\$9.38	\$9.84	\$10.34	\$10.85	\$11.40

		Proposed Rate Adjustment per Fiscal Year (FY)				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Commercial Bin Service per Empty ¹	Current Rates	50%	5%	5%	5%	5%
2 Yd Bin						
Trash	\$49.60	\$74.40	\$78.12	\$82.03	\$86.13	\$90.43
Recycling	\$37.20	\$55.80	\$58.59	\$61.52	\$64.60	\$67.83
Organics	\$37.20	\$55.80	\$58.59	\$61.52	\$64.60	\$67.83
3 Yard Bin						
Trash	\$74.40	\$111.60	\$117.18	\$123.04	\$129.19	\$135.65
Recycling	\$55.80	\$83.70	\$87.89	\$92.28	\$96.89	\$101.74
Organics	\$55.80	\$83.70	\$87.89	\$92.28	\$96.89	\$101.74
4 Yard Bin						
Trash	\$99.20	\$148.80	\$156.24	\$164.05	\$172.25	\$180.87
Recycling	\$74.40	\$111.60	\$117.18	\$123.04	\$129.19	\$135.65
Organics	\$74.40	\$111.60	\$117.18	\$123.04	\$129.19	\$135.65
6 Yard Bin						
Trash	\$148.80	\$223.20	\$234.36	\$246.08	\$258.38	\$271.30
Recycling	\$111.60	\$167.40	\$175.77	\$184.56	\$193.79	\$203.48
Organics	\$111.60	\$167.40	\$175.77	\$184.56	\$193.79	\$203.48
Commercial Can Rates ²						
95 Black/65 Blue w/95 Green ²	\$17.85	\$34.81	\$36.55	\$38.38	\$40.30	\$42.31
Additional Black ²	\$10.00	\$19.50	\$20.48	\$21.50	\$22.57	\$23.70
Additional Green ²	\$6.25	\$12.19	\$12.80	\$13.44	\$14.11	\$14.82
Additional Blue ²	\$6.25	\$12.19	\$12.80	\$13.44	\$14.11	\$14.82

¹ Commercial Recycle and Organic Service is required unless an approved waiver is on file with the City

² Service approval provided at the discretion of the Public Works Director

		Proposed Rate Adjustment per Fiscal Year (FY)				
		FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Temp Bin Rentals	Current Rates	50%	5%	5%	5%	5%
3 Yard Bin						
Deposit	\$32.10	\$48.15	\$50.56	\$53.09	\$55.74	\$58.53
Empty Fee	\$32.10	\$48.15	\$50.56	\$53.09	\$55.74	\$58.53
Monthly Rental Fee - No Service	No Fee	\$24.08	\$25.28	\$26.55	\$27.88	\$29.27
4 Yard Bin						
Deposit	\$42.80	\$64.20	\$67.41	\$70.78	\$74.32	\$78.04
Empty Fee	\$42.80	\$64.20	\$67.41	\$70.78	\$74.32	\$78.04
Monthly Rental Fee - No Service	No Fee	\$32.10	\$33.71	\$35.39	\$37.16	\$39.02
10/15 Yard Roll off						
Deposit	\$200.00	\$300.00	\$315.00	\$330.75	\$347.29	\$364.65
Empty Fee Plus Tonnage Fee ³	\$162.00	\$243.00	\$255.15	\$267.91	\$281.30	\$295.37
Monthly Rental Fee - No Service	No Fee	\$121.50	\$127.58	\$133.95	\$140.65	\$147.68
30 Yard Roll off						
Deposit	\$200.00	\$300.00	\$315.00	\$330.75	\$347.29	\$364.65
Empty Fee Plus Tonnage Fee ³	\$162.00	\$243.00	\$255.15	\$267.91	\$281.30	\$295.37
Monthly Rental Fee - No Service	No Fee	\$121.50	\$127.58	\$133.95	\$140.65	\$147.68

³ Landfill fees are set by County and subject to change. Current rates are: General trash \$28/ton, C&D \$39/ton
Green waste \$29/ton

Miscellaneous Rates			
Customer Type	Description of Service	Current Rate	Proposed Rate
All	Special Pickup of Large/Bulky Items	\$55 per hour + Landfill Fee	\$88 per hour + Landfill Fee
All	Inaccessable Fee - Roll-off	\$162.00	\$175.00
All	Inaccessable Fee - Bin	\$15.00	\$70.00
Commercial	Stand-by Time - Roll-off	\$55 per hour	\$60 per hour
Commercial	Same day service Roll-off	\$45.00	\$88.00
Commercial/Multi-Family	Steam Clean Bins	\$55.00	\$93.00
Commercial/Multi-Family	Lock Installation/Repair	\$55.00	\$153.00
Commercial/Multi-Family	Same Day Service of Bin	\$17.00	\$86.00
Commercial/Multi-Family	Stand-by Time - Bin	\$55 per hour	\$86 per hour
Commercial/Multi-Family	Return Trip Fee - Bin	\$15.00	\$43.00
Commercial/Multi-Family	Green Waste/Organics Contamination Fee	No Fee	\$43.00
Commercial/Multi-Family	Recycling Contamination Fee	No Fee	\$43.00
Recycling Collection	Recycling Hauler Permit Fee	\$25.00	\$25.00
Residential	Steam Clean Cans	\$20.00	\$63.00
Residential	Green Waste/Organics Contamination Fee	\$5 per occurrence	\$43.00
Residential	Recycling Contamination Fee	No Fee	\$43.00
Residential	Small vehicle service over 100' on Private Road	No Fee	\$52.00
Residential	Customer Assist ⁴	No Fee	\$29.00
Residential	Customer Assist over 100'	No Fee	\$43.00
Residential	Special Pickup/Return Trip Fee	\$10.00	\$43.00
Residential	Can Replacement	\$11.00	\$79.00
Residential	Temp Bin/Roll-off Rental Period	3 Months	1 Month

⁴ Service approval provided at the discretion of the Public Works Director



CONSULTING GROUP, INC.
RESOURCES • RESPECT • RESPONSIBILITY

Final Report:

Solid Waste Rate Study and Financial Plan



SUBMITTED TO:

City of Porterville, CA

February 18, 2023

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1	Scenario #1 - No Rate Adjustment
2	Scenario #2 - 7/1/23 50% + 5% annually thereafter
3	Scenario #3 - 7/1/23 30% + 7/1/24 25% + 5% annually thereafter
4	Scenario #4 - 7/1/23 25% + 7/1/24 25% + 7/1/25 10% + 5% annually thereafter
5	Commercial Rate Survey 50% Rate Increase

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1 Introduction

R3 Consulting Group (R3) was initially engaged by the City of Porterville (City) to conduct a Solid Waste Study that involved the following major tasks:

1. **Solid Waste Collection System Operational Review** - Evaluating how the Field Services Division (Division) currently provides solid waste services, and making recommendations for improving the overall performance of the City's municipal solid waste management system;
2. **Technology Review** - Assessing a range of technologies for potential use by the Division, including: RFID tags; smartphone mobile applications; and upgraded field communications systems;
3. **Rate Study and Financial Plan** - Developing an Excel-based Rate Model / Financial Plan to be used to project the Division's costs over a 10 year planning period accounting for, among other things, timely vehicle replacement and other future capital costs;
4. **Jurisdictional Rate Survey** - Comparing the City's solid waste rates to those of other cities in the greater San Joaquin Valley;
5. **Solid Waste Vehicle Impact Fee** – Quantifying a fee that could be charged to the Division for that portion of the City's street maintenance costs associated with damage caused by the Division's solid waste vehicles; and
6. **Proposition 218 Hearing** - Supporting the City's compliance with Proposition 218 requirements.

The work scope was subsequently amended to include:

7. **SB 1383 Compliance Services** - Assisting the City with various tasks in support of its compliance with SB 1383, which becomes effective January 1, 2022; and
8. **Privatization / Outsourcing Analysis** - Evaluating the potential for privatizing the City's municipal solid waste collection operations.

This document focuses on the **Task 3 - Rate Study and Financial Plan** and **Task 4 - Jurisdictional Survey** tasks. Project Objectives are provided, followed by our Summary Findings, Related Issues, Detailed Findings, a description of the Rate Model Design, Rate Adjustment Scenarios, and the results of the Jurisdictional Rate Survey. We have also included in **Section 3 Related Issues**, a summary of the **Task 1 - Solid Waste Collection System Operational Review** and **Task 8 - Privatization / Outsourcing Analysis** preliminary findings. Those findings are presented to help frame and inform the Financial Plan findings and the various rate adjustment scenarios that are presented.

2 Project Objectives

- Develop an Excel-based Rate Model to project Division costs over a ten (10) year planning period, and use that Rate Model to develop a 5-Year rate adjustment plan

that provides sufficient revenues to cover required capital and operating costs, while maintaining sufficient financial reserves (i.e., Financial Plan); and

- Conduct a Rate Survey up to ten (10) municipalities within the greater San Joaquin Valley region to be used as a comparative benchmark for existing rates and proposed rates developed from the rate study.

3 Summary Findings

The City's solid waste rates have not been increased since 2006 and are among the lowest if not the lowest in the region. Those rates however are not sufficient to support the Division's current operations as a budget shortfall of approximately \$145,000 (2%) is projected for fiscal year (FY) 22-23. In addition, significant additional revenues are needed to:

- Replace vehicles that are old and past their planned replacement date;
- Fund capital improvement costs for the Division's recycling and green waste transfer stations, and administration and maintenance facilities;
- Improve the Division's operations and supporting resources to bring them in line with industry standards;
- Comply with SB 1383; and
- Maintain prudent operating reserves.

To meet those financial needs, a rate increase on the order of **50%** is projected to be required. Even with such a large increase, the City's residential rate would still be lower than the average rate of the various jurisdictions in the region that were included in the **Section 8 - Rate Survey**. **Section 7** of this report provides various rate adjustment scenarios for the City's consideration.

4 Related Issues

R3 has completed the **Task 1 - Solid Waste Collection System Operational Review** and **Task 8 - Privatization / Outsourcing Analysis** for the City. The findings from those two tasks are provided below. The findings of the **Solid Waste Collection System Operational Review** impact the Division's expenses and, as such, the **Rate Study and Financial Plan** rate modeling and rate adjustment scenarios. It is therefore important to understand those impacts. The findings of the **Privatization / Outsourcing Analysis** do not directly impact the current rate modeling and rate adjustment scenarios but do provide information about that option for the City's consideration.

4.1 Solid Waste Collection System Operational Review

Overall Assessment of Performance

The Division is doing a good job with available resources however, those resources are not adequate to support an operation that is in line with industry standards for safety, customer service, and operational performance. Staff appear to be dedicated and qualified but significant advancements in the industry over the past 20 years covering all aspects of collection operations have largely not been incorporated into the Division's operations. If the

Division is to operate to industry standards, not only is a significant investment needed, but there needs to be a complete systematic revamping of how the Division's operations and services are structured, operated, and managed. That includes perhaps most notably establishing clear objective performance standards, providing regular associated operational and safety training, and the daily collection and analysis of key operational data to support effective and efficient operations and continuous improvement.

Outsourcing Impact - Many of the Division's collection vehicles are old and need to be replaced. Their purchase should be made according to the Division's vehicle replacement schedule and not be delayed. Should the City subsequently decide to outsource its operations, all of the Division's vehicles and equipment, and any remaining capital debt could be required to be assumed by the selected private operator.

SB 1383 Required Programs

To comply with SB 1383, the Division needs to expand its current commercial recycling and organics collection services to most if not all commercial accounts. It also needs to provide for the collection of residential food waste and other organics through its current residential yard waste collection program. In addition, the City needs to establish a residential and commercial SB 1383 inspection and enforcement program, develop a commercial edible food recovery program, and track and report required information to CalRecycle, among other things. All of which requires additional funding.

Outsourcing Impact - If the City outsourced municipal operations, many but not all of the City's SB 1383 requirements and responsibilities could be transferred to the franchised hauler, although the City would retain responsibility for ensuring regulatory compliance.

Same Day Residential Collection Services

The Division provides weekly collection of residential trash, recyclables, and green waste Monday through Friday. The City is divided into four (4) zones with collection services for each of the three commodities scheduled for different days within each collection zone. Under this type of "districted" system routes are distributed throughout the City on any given day.

The industry standard is to provide all residential collection services on the same day, with routes typically "sweeping" across the service area over the course of one week. That type of collection system structure is the most common and has a number of benefits. Those benefits include allowing for more efficient route supervision, and route support to cover open routes or assist with heavy workloads as all routes are in the same area each day. Some residents may also find that placing all carts out for service on the same day is preferable to having to place separate carts out for service on three separate days. Neighborhood esthetics may also improve as the presence of carts and associated truck traffic is limited to one day per week.

As part of our review, R3 was asked to assess the potential for switching from the current multiple day collection service to same day residential service. Division management reported that it is not opposed to switching to same day service but highlighted related issues and concerns, including that on street parking and tight cul-de-sacs may make it difficult for all three (3) carts to be positioned so that the collection vehicles can access the carts. Management considers switching to single day service to be a significant operational challenge, which it is, and management is appropriately cautious. With that said, same day service appears feasible based on our high level review. It may however require a separate

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route for hard to service accounts (e.g., those in tight cul-de-sacs) and will require sufficient planning, public education and outreach. A complete system reroute will also require electronic account mapping capacity, and dedicated staff and/or consultant resources.

Outsourcing Impact - If the City decided to outsource its operations, it could require the selected contractor to provide same day service and manage the transition process from the current districted system.

4.2 Privatization / Outsourcing Analysis

- **Municipal Versus Outsourced Operations in California** - Of the more than 500 incorporated cities and counties in California the vast majority contract with the private sector for some or all solid waste management services through exclusive and/or non-exclusive franchise systems. There are currently less than 50 municipal operated solid waste management collection systems in the State, with many/most of those operations in the Central Valley.
- **Advantages/Responsibilities of Municipal Operations** - Perhaps the greatest advantage of municipal operations is the direct control that the jurisdiction has over its solid waste management system. With that total control, however, also comes the jurisdiction's total responsibility for the safety of those operations, and the operational, financial, and regulatory compliance aspects of those operations.
- **Challenges/Disadvantages of Municipal Operations** - One of the greatest challenges / disadvantages of municipal operations, as compared to private sector services, is the lack of economies of scale and supporting corporate resources. Municipal operations also typically lack direct control over key fundamental support services, including vehicle maintenance, customer service, and billing. Additionally, City Council goals and objectives (e.g., minimize rate impacts to residents) may not always align with the operational and financial needs of solid waste management operations, which are ever increasing in large part due to unfunded state mandates.
- **Required Franchise Fee If Operations are Outsourced** - Should the City decide to outsource operations not all related costs would go away, including staffing to manage the private operator's performance and other contract requirements. Those costs that would remain with the City are projected to be on the order of \$750,000 annually. That does not include any Division pension or other liabilities that would remain with the City. To fund those costs it is expected that the City would establish a franchise fee. Franchise fees on the order of 10% (or more) of gross revenues are common in the industry. As a point of reference, at projected annual revenues on the order of \$10 million a 10% franchise fee would generate \$1 million annually, enough to cover the projected costs that would remain with a little left over.
- **Value of City's Solid Waste Collection System to the Private Sector** - The City's solid waste collection system (franchise) is a valuable commodity. Over a 10-year term, total revenues are expected to be on the order of \$100 million and more than double that over a 20-year term.
- **Outsourcing Case Studies** - Two outsourced municipal collection operations that we are aware of, in the City of Hemet in 2011, and the City of San Bernardino in 2016, both resulted in significant revenue to each city with no initial rate increase. Should the City

decide to outsource its operations, it could require certain payments from the private sector operator, in addition to franchise fees, provided those payments were legally defensible. Increased payments to the City would translate into increased rates for the private hauler.

- **Benefits of Outsourcing** - In addition to any potential financial benefits, benefits of outsourcing include the ability to place many of the responsibilities for complying with AB 341, AB 1826 and SB 1383 on the contracted hauler. Outsourcing also removes any additional pension liability the City might incur with continued municipal operations.
- **Outsourcing Impact on Displaced Employees** - Consideration of outsourcing needs to consider the impact on Division staff that would be displaced. If the City were to outsource its operations, we recommend that it require the selected contractor to offer employment to all qualified displaced City employees, provide medical and dental coverage, provide a matching 401K retirement program, maintain the former City employees' seniority levels, and honor all existing prescheduled vacation time. The City might also consider requiring a transition payment or bonus to displaced employees similar to the transition payments the cities of Hemet and San Bernardino received for their displaced employees when they outsourced municipal services.
- **Outsourcing Financial Goals** - Should the City decide to outsource operations, a minimum City objective could be the ability to cover all City solid waste management costs, including contract management, and any associated pension or other liabilities through franchised hauler payments to the City without raising rates. To the extent that additional legally defensible City revenues (contractor fee payments) could be generated without raising rates, the financial benefit of outsourcing would improve.

4.3 Recommended Approach Going Forward

From an operational and financial position we suggest that the City move forward as if it will continue to provide municipal services, which it will at least for a year or more even if it should decide to outsource services. Much of what the City puts into the Division's operations going forward will transfer to a private operator if those operations were outsourced. The private operator can be required to purchase all of the City's vehicles, equipment, and other specified assets, and offer employment to all qualified displaced Division employees. To a large degree outsourcing simply changes who is responsible for providing and managing collection services; shifting that responsibility from the City to the private hauler. Many other system components, including drivers, route supervisors, vehicles and rates may change very little.

5 Detailed Findings

1. Solid Waste Fund - The City's solid waste fund is a self-sustaining Enterprise Fund that was established to account for revenues and expenditures associated with the City's solid waste management system, street sweeping, graffiti removal, and household hazardous waste. The FY 22-23 budgeted expenses are **\$6.70 million**.

The Solid Waste Fund has an operating reserve, which contains the unrestricted fund balance. As a general rule of thumb, an operating reserve of **15% - 25%** is a common target operating reserve fund balance, providing a "rainy day savings account" for unexpected

R3

Rate Study and Financial Plan

cash flow shortages, expense or unforeseen liabilities. The Division has fiscal year ending (FYE) 22-23 projected operating reserves of approximately **\$711,000**, or roughly **11%** of annual operating expenses, versus a proposed target of **15% - 25%**.

In addition, the Solid Waste Fund has two separate reserve funds:

Note: The Division has established a Solid Waste Capital Reserve Fund for funding capital projects as well as equipment replacement. The total available balance for that fund at the beginning of FY 22-23 was approximately **\$6.7 million**. For purposes of tracking capital project expenses separate from equipment replacement expenses we have established a separate Solid Waste Equipment Replacement Fund and assigned **\$4.0 million** of the total **\$6.7 million** beginning FY 22-23 reserve to that Solid Waste Equipment Replacement Fund, with the remaining **\$2.6 million** assigned to the Capital Reserve Fund.

a. Solid Waste Capital Reserve Fund - The City established the Solid Waste Capital Reserve Fund in FY 01-02 as a reserve for capital expansion. The FY 22-23 budget provides funding in the amount of \$760,000 for the following projects:

- Corporation yard parking lot rehabilitation - \$60,000
- Transfer station concrete pad (green waste) - \$250,000
- Transfer station cover - \$150,000
- Transfer station scales - \$300,000

Additional the Rate Model accounts for expenses of **\$200,000** annually, starting in FY 23-24 to support further improvements to the recycling and green waste transfer stations.

The Rate Model also provides an additional **\$200,000** in annual funding starting in FY 23-24 to fund the following capital expenses:

- Office expansion - \$1,000,000
- Maintenance facility expansion - \$1,000,000

The following one-time expenses totaling **\$495,000** for FY 23-24 are also included in the Rate Model:

- Customer relations management (CRM) system - \$400,000
- Safety program development / implementation - \$50,000
- Recovered organic material product procurement program development costs - \$25,000
- Edible food recovery program implementation costs - \$20,000

b. Solid Waste Equipment Replacement Reserve Fund - The Division's Equipment Replacement Reserve Fund is used to fund the purchase of collection vehicles and other equipment. The Fund had a FYE 21-22 balance of **\$4.0 million**. That balance is projected to decrease to **\$2.8 million** at the end of this FY (22-23) as a result of the planned purchase of three (3) residential side loaders and two (2) commercial

front loaders. All of the vehicles planned to be replaced this FY are old and past their scheduled replacement date.

The Equipment reserve Fund is budgeted to receive **\$833,000** in revenue from Interdepartmental Service Charges in FY 22-23. A similar level of ongoing funding is assumed over the 10-year planning period, with **3.0%** annual adjustments for inflation. Vehicle replacement costs are projected to average approximately **\$1.1 million** annually over the 10-year planning period, and cart and container replacement costs are projected to average approximately **\$400,000** annually.

2. **Franchise Fees / Street Maintenance Fees** - The Solid Waste Fund is charged “franchise fees” that are used to fund street maintenance costs associated with the impact of solid waste vehicles on the City’s streets. For FY 22-23 the total budgeted Franchise Fee expense is approximately **\$336,000**.
3. **Overall Assessment** - The City’s Solid Waste Fund has not had a rate increase since 2006 and it is in need of significant additional revenues to:
 - Replace many of its existing vehicles over the next 5 years at an average annual cost of **\$1.5 million**;
 - Secure additional management and operational staff and other resources needed to bring its operations in line with industry standards (estimated at **\$548,000** annually) (see #5 below); and
 - Take actions necessary to comply with SB 1383, which became effective on January 1, 2022 (estimated at **\$1.2 million** annually) (see #6 below).

A rate increase on the order of **50%** would bring FY 22-23 projected revenues in line with expenses (i.e., eliminate the current \$145,000 FY 22-23 projected shortfall), and assuming 5% annual rate increases thereafter, meet projected Solid Waste Fund capital and operating needs over the next five years. This would increase the monthly residential rate by **\$8.93**, from **\$17.85** to **\$26.78**. **Section 7** below provides a discussion of various Rate Adjustment Scenarios.

4. **The City’s Rate are Among the Lowest in the Region** - While significant rate increases are projected to be required to address the above financial requirements, the City’s current residential rates are among the lowest, if not the lowest in the region. The City’s current commercial rates also generally compare favorably to other rates in the region. Even with a **50%** rate increase the City’s residential and commercial rates would be well within the range of rates in the region. See **Section 8 - Jurisdictional Rate Survey** below for a more detailed comparison of the City’s residential and commercial rates to those of other jurisdictions in the region.
5. **Additional Staffing, Vehicles and Other Resources Needed to Support Operations that are Consistent with the Industry Standard** - **Table 1** provides a projection of one-time and ongoing annual City costs for the additional resources recommended to support operations that are in line with industry standards for safety, customer service, and operational performance. As shown, one-time costs are projected at **\$450,000**, with ongoing annual costs at **\$548,000** annually (**8%** of current expenses).
6. **The City’s Rates Have Not Increased Since 2006** - Since that time the consumer price index

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(West Urban) has increased **51%** and the Water Sewer Trash index, which arguable is more representative of the change in solid waste related costs than the CPI, has doubled (i.e., increased **100%**).

7. **The Solid Waste Division will Have Additional New Expenses Related to SB 1383 Compliance** - Table 2 provides a projection of one-time and ongoing annual City costs required to comply with SB 1383. As shown, one-time costs are projected at **\$45,000**, with ongoing annual costs at **\$1.2 million** annually (**18%** of current expenses).
8. **Commercial Organic Material Collection Rates** - The City currently sets its commercial organic rates the same as its commercial recycling rates. Under SB 1383 we suggest the City review both its commercial recycling and organic rates and consider setting “bundled” solid waste rates that include a minimum level for both recycling (e.g., 95-gallons) and organic (e.g., 65-gallon) service. We also recommend that the City review the rates for recycling and organic services in excess of any such minimum levels with consideration for the cost of those additional service levels.
9. **Cost of Service Rates** - The City’s residential and commercial solid waste collection systems are expected to change significantly over the next several years as the City implements required programs and services necessary for it to comply with SB 1383. Once those systems have stabilized the City may want to update its Rate Model, and at the same time conduct a cost of service rate analysis. A cost of service analysis would separately identify the costs and revenues associated with residential, commercial, roll-off and street sweeping services. Based on that information, the City could establish residential, commercial, and roll-off “cost of service” rates that reflect the actual cost of those services, without any surpluses or subsidies among the different services, should it wish to do so.

Table 1

High-Level Cost Estimates - Operational Improvement		
Required Resource	Cost	
	One-Time	Ongoing
One (1) Supervisor		\$80,000
One (1) Route (Truck-Driver-O&M)		\$150,000
Overtime Savings		-\$42,000
One (1) Data Analyst		\$90,000
Develop/Implement Safety Program	\$50,000	\$50,000
Customer Database Software/Program	\$400,000	\$120,000
Operational Consulting Services		\$100,000
Totals	\$450,000	\$548,000

FY 22-23 Expenses **\$6,700,000**

% of Expenses **8%**

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Table 2

High-Level Cost Estimates - SB 1383 Compliance		
Required Resource	Cost	
	One-Time	Ongoing
Residential		
Organics Processing		\$520,000
Procurement Requirements	\$25,000	\$56,000
SB 1383 Program Coordinator		\$95,000
One (1) Code Enforcement Officer		\$83,000
Commercial		
One (1) Organics Route (truck-driver-O&M)		\$150,000
One (1) Recycling Route (truck-driver-O&M)		\$150,000
Organics Processing		\$52,000
Edible Food Waste Recovery	\$20,000	\$100,000
One (1) Code Enforcement Officer		covered above
Totals	\$45,000	\$1,206,000

FY 22-23 Expenses \$6,700,000

% of Expenses 18%

6 Rate Model Design

The “Rate Model” that was developed is designed to project revenues and expenses for the Division over a 10-year planning period. The Rate Model consists of the following work sheets, which are described in more detail below:

1. Rate Model Summary (RM 1)
2. Revenues (RM 2)
3. Expenses (RM 3)
4. Capital Reserve Fund (RM 4)
5. Equipment Replacement Fund (RM 5)

Rate Model Summary (RM 1)

Rate Model Summary (RM 1) is used to input all revenue and expense annual percentage adjustments in the Rate Model and provides key summary financial data over the planning period. The upper portion is the **Summary Results** area which provides a summary of critical financial data based on the established revenue and expense adjustments, or as may otherwise be adjusted (overridden) on (RM 2) and (RM 3). The lower portions are the **Revenue**

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Adjustments area (including rate revenue and non-rate revenue) and **Expense Adjustments** area. All revenue and expense adjustments should be entered in these applicable sections.

Revenues (RM 2)

This worksheet provides the Division's FY 22-22 revenues, and projects those revenues out over the planning period based on the percentage adjustments listed on (RM 1), or as overridden on this sheet.

The Division's budget includes both rate revenues (i.e., revenues from charges to customers for solid waste, recycling and organic collection services), and non-rate revenues.

Rate revenues are billed, tracked, and reported for each of the Division's 3 major lines of business:

1. **Residential Refuse Charges**
2. **Commercial Refuse Charges**
3. **Roll-Off Refuse Charges**

Non-rate revenues include Recycling Revenues (recyclable material sales revenue), State Grants, Interest on Investments and Penalties.

Expenses (RM 3)

This worksheet provides the Division's FY 22-23 expenses, and projects those expenses out over the planning period based on the expense percentage adjustments listed on (RM 1), or as overridden on this sheet.

(RM 3) mirrors the structure of the Division's budget, which tracks and projects expenses for each of the following six (6) operations:

1. **Refuse Collection and Disposal** (residential, commercial, roll-off solid waste collection)
2. **Green Waste**
3. **Street Sweeping**
4. **Curbside Recyclables Collection** (residential recycling)
5. **Recyclable Waste** (commercial recycling)
6. **Graffiti Removal** (currently contracted to a non-profit)

(RM 3) is supported by the following two (2) worksheets:

- **3A - Ops Improvement Costs** - Recommended expenses to support operations that are in line with industry standards; and
- **3B - SB 1383 Compliance Costs** - Projected expenses related to SB 1383 compliance requirements.

Capital Reserve Fund (RM 4)

As discussed above, the City established the Solid Waste Capital Reserve Fund in FY 01-02 as a reserve for capital expansion. Revenues flowing into the Capital Reserve Fund are shown along with planned expenses, and the associated fiscal year beginning and ending reserve balance. (RM 4) provides for transfers (funding) from the Solid Waste Fund to support the identified capital costs (Row 14).

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Equipment Replacement Fund (RM 5)

The Division's Equipment Replacement Reserve Fund is used to fund collection vehicles and other equipment, including residential and commercial cart and container replacements. Revenues flowing into the Equipment Replacement Fund are shown along with planned expenses, and the associated fiscal year beginning and ending reserve balance. (RM 5) provides for:

- Interdepartmental Service Charges (Row 12, which come from the Solid Waste Fund as currently budgeted; and
- Additional transfers (funding) from the Solid Waste Fund to support the identified capital costs (Row 15).

This worksheet is supported by RM 5A - Equipment Replacement Schedule, which provides the equipment replacement schedule that drives the required vehicle expenses.

7 Rate Adjustment Scenarios

The Division is faced with a number of significant challenges that require financial support and a significant rate increase is required to support the Division's necessary capital and operating expenses. For planning purposes we prepared the following five year rate adjustment scenarios for the City's consideration:

- **Scenario 1**- No rate adjustment (**Attachment 1**);
- **Scenario 2** – A **50%** rate increase effective July 1, 2023 followed by **5%** rate increases each of the next four (4) years through FY 27-28 (**Attachment 2**);
- **Scenario 3** – **30%** rate increase effective July 1, 2023 followed by a **25%** rate increase on July 1, 2024, followed by **5%** rate increases each of the following three (3) years through FY 27-28 (**Attachment 3**); and
- **Scenario 4** - **25%** rate increase effective July 1, 2023 followed by a **25%** rate increase on July 1, 2024, followed by **10%** rate increase on July 1, 2025, followed by 5% rate increases each of the following two years (2) years through FY 27-28 (**Attachment 4**).

Each of the above rate adjustment scenarios results in projected operating reserves equivalent to 18% or more of operating reserves at the end of FY 27-28. However, lowering the initial July 1, 2023 rate adjustment under **Scenarios 3** and **Scenario 4** would result in negative operating reserves in FY 23-24. With that said, in both of those cases the Division's other reserve fund balances (Capital Reserve Fund and Equipment Replacement Fund) are projected to sufficient to cover those revenue shortfalls, if needed.

Table 3 provides a summary of each of the four (4) rate adjustment scenarios showing the associated FYE operating reserve balances, FYE balance of the other reserve funds (Capital Reserve and Equipment Replacement Reserve), and the associated residential rate.

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Table 3

	Scenario 1						Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%
FYE Operating Reserves	\$ 710,905	\$ (2,323,011)	\$ (5,796,390)	\$ (9,731,206)	\$ (14,150,530)	\$ (19,078,588)	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	
Average Regional Rate	\$ 27.81						

	Scenario 2						Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	50.0%	5.0%	5.0%	5.0%	5.0%	82%
FYE Operating Reserves	\$ 710,905	\$ 944,274	\$ 1,228,273	\$ 1,565,432	\$ 1,958,410	\$ 2,409,998	
Percent of Expenditures	11%	10%	12%	15%	18%	21%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 26.78	\$ 28.11	\$ 29.52	\$ 31.00	\$ 32.55	

	Scenario 3						Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	30.0%	25.0%	5.0%	5.0%	5.0%	88%
FYE Operating Reserves	\$ 710,905	\$ (362,640)	\$ 248,087	\$ 928,311	\$ 1,681,508	\$ 2,511,325	
Percent of Expenditures	11%	-4%	2%	9%	15%	22%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 23.21	\$ 29.01	\$ 30.46	\$ 31.98	\$ 33.58	

	Scenario 4						Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	25.0%	25.0%	10.0%	5.0%	5.0%	89%
FYE Operating Reserves	\$ 710,905	\$ (689,368)	\$ (487,052)	\$ 274,854	\$ 1,113,817	\$ 2,033,688	
Percent of Expenditures	11%	-7%	-5%	3%	10%	18%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 22.31	\$ 27.89	\$ 30.68	\$ 32.21	\$ 33.82	

8 Rate Survey

The City has not increased rates since July 1, 2006. **Table 4** below provide a comparison of the City's residential rates to the surveyed jurisdictions, assuming a **50%** rate increase effective July 1, 2023 (Scenario 1). As shown, the City's current residential rates are the lowest of the jurisdictions surveyed. Even with a **50%** July 1, 2023 rate increase, the City's monthly residential rate would still more than **\$1.00** per month (**4%**) less than the average rate of the jurisdictions surveyed.

Note: it is expected that some if not many of the rates for the other jurisdictions shown in **Table 4** will need to be increased to provide funding for SB 1383 requirements, which would make the City's rates more favorable in comparison.

Attachment 6 provides a comparison of the City's commercial rates to those of the jurisdictions surveyed based on a **50%** rate increase. As shown, the City's current commercial trash, recycling, and organics rates are significantly lower than the average rate of the surveyed jurisdictions. With a **50%** rate increase the City's commercial trash rates for the identified service levels range from **32% lower** to **1% higher** than the average, the commercial recycling

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rate ranges from the same as the average (**0% difference**) to **28% higher** than the average, and the commercial organics rates range from **33% lower** to **4% higher** than the average.

Table 4

Jurisdiction	County	Population	Hauler	Effective Date	Curbside Recycling	Green Waste	Monthly Rate (1)
Porterville	Tulare	59,655	Municipal	7/1/2006	Weekly	Weekly	\$ 17.85
Exeter	Tulare	11,030	Mid-Valley	1/1/2020	Weekly	Weekly	\$ 21.26
Farmersville	Tulare	11,399	Mid-Valley	2020	Weekly	Weekly	\$ 22.63
Madera	Madera	65,415	Mid Valley	7/1/2013	Weekly	Weekly	\$ 23.22
Visalia	Tulare	138,649	Municipal	7/2/2013	Weekly	Weekly	\$ 23.85
Woodlake	Tulare	7,773	Mid-Valley	1/1/2019	Weekly	Weekly	\$ 24.45
Hanford	Kings	59,349	Municipal	7/1/2018	Weekly	Weekly	\$ 25.20
Tulare	Tulare	67,834	Municipal	7/1/2021	Bi-Weekly	Bi-Weekly	\$ 25.53
Fresno	Fresno	545,769	Municipal	7/1/2021	Weekly	Weekly	\$ 25.35
Bakersfield	Kern	392,756	Municipal	7/1/2016	Weekly	Weekly	\$ 25.49
Lindsay	Tulare	13,154	Mid-Valley	7/1/2020	Weekly	Weekly	\$ 25.79
Chowchilla	Madera	18,196	Mid Valley	7/1/2020	Weekly	Weekly	\$ 26.63
Sanger	Fresno	27,185	Mid Valley	2011-2012	Weekly	Weekly	\$ 27.57
Coalinga	Fresno	17,199	Mid Valley	7/1/2019	Weekly	Weekly	\$ 28.01
Wasco	Kern	27,193	Municipal	1/1/2016	Not Provided	Weekly	\$ 28.12
Selma	Fresno	24,436	WMI	2013-2014	Weekly	Weekly	\$ 28.60
Dinuba	Tulare	25,994	Pena	7/1/2018	Weekly	Weekly	\$ 29.53
Clovis	Fresno	119,175	Allied	7/1/2020	Weekly	Weekly	\$ 35.17
Reedley	Fresno	25,917	Municipal	4/1/2020	Weekly	Weekly	\$ 37.89
Merced	Merced	88,120	Municipal	7/1/2020	Weekly	Weekly	\$ 44.49

(1) The City's month rate includes street sweeping. Some of the comparative rates include and others do not include street sweeping.

Average	\$ 27.83
Porterville Rate	\$ 17.85
Porterville Rate vs. Average	\$ (9.98)
	-56%

Porterville SB 1383 Rate @	50.0%	\$ 26.78
Porterville SB 1383 Rate vs. Average Rate		\$ (1.06)
		-4%

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3	CITY OF PORTERVILLE Prepared by R3 Consulting Group										
4	SOLID WASTE RATE MODEL Rate Model Summary (RM 1)										
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8	SUMMARY RESULTS Revenue Expenditures Overall Surplus/(Shortfall) as % of Total Expenditures	1	2	3	4	5	6	7	8	9	10
9		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
10		Budget (City Data)	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
11		\$ 6,555,353	\$ 6,555,353	\$ 6,555,353	\$ 6,555,353	\$ 6,555,353	\$ 6,555,353	\$ 6,882,082	\$ 7,225,146	\$ 7,585,365	\$ 7,963,594
12		\$ 6,700,256	\$ 9,589,269	\$ 10,028,732	\$ 10,490,169	\$ 10,974,677	\$ 11,483,411	\$ 11,517,582	\$ 12,078,461	\$ 12,667,384	\$ 13,285,753
13		\$ (144,903)	\$ (3,033,916)	\$ (3,473,379)	\$ (3,934,816)	\$ (4,419,324)	\$ (4,928,058)	\$ (4,635,500)	\$ (4,853,314)	\$ (5,082,019)	\$ (5,322,159)
14		-2%	-32%	-35%	-38%	-40%	-43%	-40%	-40%	-40%	-40%
15		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
16		Monthly Residential Rate	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	\$ 18.74	\$ 19.68	\$ 20.66	\$ 21.70
17		Change \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.89	\$ 0.94	\$ 0.98	\$ 1.03
18		Cumulative Change %	0%	0%	0%	0%	0%	5%	10%	16%	22%
19		Annual Change %	0%	0%	0%	0%	0%	5%	5%	5%	5%
20	Operating Reserve										
21	Beginning of FY (July 1)	\$ 855,808	\$ 710,905	\$ 2,323,011	\$ 5,796,390	\$ 9,731,206	\$ 14,150,530	\$ 19,078,588	\$ 23,714,089	\$ 28,567,403	\$ 33,649,422
22	End of FY (June 30)	\$ 710,905	\$ 2,323,011	\$ 5,796,390	\$ 9,731,206	\$ 14,150,530	\$ 19,078,588	\$ 23,714,089	\$ 28,567,403	\$ 33,649,422	\$ 38,971,582
23	% of Expenditures	11%	-24%	-58%	-93%	-129%	-166%	-206%	-237%	-266%	-293%
24	Months of Expenditures	1.3	-2.9	-6.9	-11.1	-15.5	-19.9	-24.7	-28.4	-31.9	-35.2
25											
26	Other Reserve Fund FYE Balances										
27	Capital Reserve Fund (FYE)	\$ 1,904,193	\$ 1,309,193	\$ 1,203,193	\$ 1,091,013	\$ 972,468	\$ 847,366	\$ 715,511	\$ 576,701	\$ 430,726	\$ 277,372
28	Equipment Replacement Fund (FYE)	\$ 2,763,748	\$ 569,068	\$ (115,102)	\$ (179,162)	\$ (851,035)	\$ 180,847	\$ 460,023	\$ (174,831)	\$ 121,348	\$ 719,985
29	Total (FYE)	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	\$ 1,175,534	\$ 401,870	\$ 552,073	\$ 997,357
30											
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32	REVENUE AND EXPENSE ADJUSTMENTS										
33	RATE ADJUSTMENT TIMING INPUTS	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
34	Rate Adjustment Effective Date	July 1st	July 1st	July 1st	July 1st	July 1st	July 1st	July 1st	July 1st	July 1st	July 1st
35	Note: All fiscal years begin July 1st, and the default rate adjustment date will result in decreased rate revenues for the projected fiscal year.										
36											
37	RATE/REVENUE ADJUSTMENT INPUTS	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32
38	Revenue Category										
39	Fees & Grants	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
40	Use of Money & Property	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
41	Residential Rates - Rate Revenue	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%
42	Commercial Rates - Rate Revenue	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%
43	Roll-Off Rates - Rate Revenue	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%
44	Recycling Revenues	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
45	Transfers from Other Funds	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
46	Transfers to Other Funds	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
47	Other Revenue	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
48	Actual Overall Revenue Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	5.0%	5.0%
49	User-Overridden Revenue Adjustments on RM2?		None	None	None	None	None	None	None	None	None
50	User-Overridden Projected Revenue on RM2?		Yes, 1	Yes, 1	Yes, 1	Yes, 1	Yes, 1	Yes, 1	Yes, 1	Yes, 1	Yes, 1
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B	C	D	E	F	G	H	I	J	K	L	N	O	P	Q	R
Current Rates															
2 yard															
1x / week															
2x / week															
	Jurisdiction	County	Population	Hauler	Effective Date	Recycling Included in "Current Rates"	Trash			Recycling			Organics		
							Service Level	Rate		Service Level	Rate		Service Level	Rate	
2															
3															
4															
5															
6															
8	Hanford	Kings	53,032	Municipal	7/1/2018	Separate Rate	3yd - 1x	\$ 70.90	\$ 67.60	2yd - 1x	\$ 141.80	\$ 135.20	3yd - 2x	2yd - 2x	\$ 135.20
9	Madera	Madera	18,196	Mid Valley	2013	Separate Rate	2yd - 1x	\$ 31.22	not offered	not offered	\$ 55.98	\$ 102.40	2yd - 2x	not offered	not offered
10	Sanger	Fresno	27,185	Mid Valley	2010	Separate Rate	Recycling Fee = \$1.70 per unit			not offered			Recycling Fee = \$1.70 per unit		
11	Porterville	Tulare	59,655	Municipal	5/1/2009	Separate Rate	2yd - 1x	\$ 37.20	\$ 37.20	2yd - 1x	\$ 74.40	\$ 99.20	2yd - 2x	2yd - 2x	\$ 74.40
12	Fresno	Fresno	545,769	Allied-Mid Val	7/1/2020	Separate Rate	2yd - 1x	\$ 26.89	\$ 48.32	2yd - 1x	\$ 53.70	\$ 158.31	2yd - 2x	2yd - 2x	\$ 96.60
13	Visalia	Tulare	138,649	Municipal	2013	Separate Rate	2yd - 1x	\$ 39.05	\$ 60.15	2yd - 1x	\$ 67.40	\$ 124.20	2yd - 2x	2yd - 2x	\$ 109.60
14	Chowchilla	Madera	392,756	Mid Valley	7/1/2020	Separate Rate	2yd - 1x	\$ 35.07	\$ 59.62	2yd - 1x	\$ 63.13	\$ 161.73	2yd - 2x	2yd - 2x	\$ 107.32
15	Tulare	Tulare	67,834	Municipal	7/1/2020	Yes	bundled with garbage			N/A		\$ 240.70	bundled with garbage		
16	Reedley	Fresno	25,917	Municipal	7/1/2020	Separate Rate	3yd - 1x	\$ 66.19	\$ 11.37	96-gal - 1x	\$ 90.26	\$ 204.71	3yd - 2x	96-gal - 1x	\$ 11.37
17	Dinuba	Tulare	25,994	Pena	2/1/2020	Yes	bundled with garbage			not offered		\$ 228.16	bundled with garbage		
18	Lindsay	Tulare	13,154	Mid Valley	10/1/2019	Separate Rate	2yd - 1x	\$ 52.11	\$ 79.30	2yd - 1x	\$ 52.11	\$ 143.93	2yd - 1x	2yd - 2x	\$ 143.96
19	Bakersfield	Kern	392,756	Municipal	2020-2021	Yes	3yd - 1x	\$ 88.06	\$ 119.17	3yd - 1x	\$ 192.74	\$ 201.13	3yd - 2x	3yd - 2x	\$ 254.95
20	Woodlake	Tulare	7,773	Mid-Valley	1/1/2019	Separate Rate	2yd - 1x	\$ 78.29	\$ 85.00	2yd - 1x	\$ 78.29	\$ 165.37	2yd - 1x	2yd - 1x	\$ 85.00
22	Merced	Merced	65,415	Municipal	7/1/2020	Separate Rate	2yd - 1x	\$ 106.39	\$ 130.49	2yd - 1x	\$ 194.72	\$ 225.16	2yd - 2x	2yd - 2x	\$ 240.90
23	Coalinga	Fresno	17,199	Mid Valley	7/1/2019	Separate Rate	2yd - 1x	\$ 38.51	\$ 79.21	2yd - 1x	\$ 71.51	\$ 168.91	2yd - 2x	2yd - 2x	\$ 148.53
24															
25						Average	\$ 98.47	\$ 55.82	\$ 74.02	\$ 168.51	\$ 94.67	\$ 133.34			
26						Porterville Rate	\$ 49.60	\$ 37.20	\$ 37.20	\$ 99.20	\$ 74.40	\$ 74.40			
27						Porterville Rate vs. Average	\$ (48.87)	\$ (18.62)	\$ (69.31)	\$ (20.27)	\$ (20.27)	\$ (20.27)			
28															
29															
34					Porterville SB 1383 Rates @	Increase	\$ 74.40	\$ 55.80	\$ 55.80	\$ 148.80	\$ 111.60	\$ 111.60			\$ 111.60
35					Porterville SB 1383 Rates vs. Average Rates		\$ (24.07)	\$ (0.02)	\$ (18.22)	\$ (19.71)	\$ 16.93	\$ (21.74)			\$ (21.74)
36											15%	-19%			

	B	C	D	E	F	G	T	U	V	W	X	Z	AA	AB	AC	AD
Current Rates																
3 yard																
1x / week																
2x / week																
Jurisdiction	County	Population	Hauler	Effective Date	Recycling Included in "Current Rates"	Trash			Recycling			Organics			Rate	
						Service Level	Rate	Rate	Service Level	Rate	Rate	Service Level	Rate	Service Level	Rate	Rate
2																
3																
4																
5																
6																
7																
8	Hanford	Kings	53,032	Municipal	7/1/2018	Separate Rate	\$ 94.50	\$ 70.90	3yd - 1x	\$ 135.20	\$ 189.00	3yd - 2x	\$ 141.80	2yd - 2x	\$ 135.20	
9	Madera	Madera	18,196	Mid Valley	2013	Separate Rate	\$ 65.84	\$ 41.89	3yd - 1x	not offered	\$ 130.34	3yd - 2x	\$ 72.72	not offered	not offered	
10	Sanger	Fresno	27,185	Mid Valley	2010	Separate Rate	not offered	not offered	not offered	not offered	not offered	not offered	not offered	not offered	not offered	
11	Porterville	Tulare	59,655	Municipal	5/1/2009	Separate Rate	\$ 74.40	\$ 55.80	3yd - 1x	\$ 55.80	\$ 148.80	3yd - 2x	\$ 111.60	3yd - 2x	\$ 111.60	
12	Fresno	Fresno	545,769	Allied-Mid Val	7/1/2020	Separate Rate	\$ 117.02	\$ 39.48	3yd - 1x	\$ 71.03	\$ 232.12	3yd - 2x	\$ 78.08	3yd - 2x	\$ 140.47	
13	Visalia	Tulare	138,649	Municipal	2013	Separate Rate	\$ 83.00	\$ 47.40	3yd - 1x	\$ 72.05	\$ 154.10	3yd - 2x	\$ 82.90	3yd - 2x	\$ 132.20	
14	Chowchilla	Madera	392,756	Mid Valley	7/1/2020	Separate Rate	\$ 107.52	\$ 44.69	3yd - 1x	\$ 75.97	\$ 211.92	3yd - 2x	\$ 80.44	3yd - 2x	\$ 136.75	
15	Tulare	Tulare	67,834	Municipal	7/1/2020	Yes	\$ 153.34	bundled with garbage	N/A		\$ 308.61	bundled with garbage			N/A	
16	Reedley	Fresno	25,917	Municipal	7/1/2020	Separate Rate		not offered					not offered			
17	Dinuba	Tulare	25,994	Pena	2/1/2020	Yes	\$ 178.34	bundled with garbage	not offered		\$ 313.89	bundled with garbage		not offered		
18	Lindsay	Tulare	13,154	Mid Valley	10/1/2019	Separate Rate	\$ 114.27	\$ 72.33	3yd - 1x	\$ 79.30	\$ 198.97	3yd - 2x	\$ 121.39	2yd - 2x	\$ 143.96	
19	Bakersfield	Kern	392,756	Municipal	2020-2021	Yes	\$ 172.26	\$ 88.06	3yd - 1x	\$ 119.17	\$ 253.53	3yd - 2x	\$ 192.74	3yd - 2x	\$ 254.95	
20	Woodlake	Tulare	7,773	Mid-Valley	1/1/2019	Separate Rate	\$135.42	\$ 109.60	3yd - 1x	\$ 85.00	\$ 231.02	3yd - 1x	\$ 109.60	2yd - 1x	\$ 85.00	
22	Merced	Merced	65,415	Municipal	7/1/2020	Separate Rate	\$ 133.28	\$ 115.84	3yd - 1x	\$ 142.30	\$ 247.20	3yd - 2x	\$ 213.63	3yd - 2x	\$ 264.54	
23	Coalinga	Fresno	17,199	Mid Valley	7/1/2019	Separate Rate	\$ 253.04	\$ 60.51	3yd - 1x	\$ 79.21	\$ 253.04	3yd - 2x	\$ 121.02	2yd - 2x	\$ 148.53	
24																
25						Average	\$ 129.40	\$ 67.86		\$ 95.47	\$ 220.96		\$ 120.54		\$ 160.18	
26						Porterville Rate	\$ 74.40	\$ 55.80		\$ 55.80	\$ 148.80		\$ 111.60		\$ 111.60	
27						Porterville Rate vs. Average	\$ (55.00)	\$ (12.06)		\$ (72.16)			\$ (8.94)		\$ (48.58)	
28								-22%			-48%		-8%		-44%	
29																
34						Porterville SB 1383 Rates @ 50.0%	\$ 111.60	\$ 83.70		\$ 83.70	\$ 223.20		\$ 167.40		\$ 167.40	
35						Porterville SB 1383 Rates vs. Average Rates	\$ (17.80)	\$ 15.84		\$ (11.77)	\$ 2.24		\$ 46.86		\$ 7.22	
36								19%		-14%	1%		28%		4%	

Scenario 1							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%
FYE Operating Reserves	\$ 710,905	\$ (2,323,011)	\$ (5,796,390)	\$ (9,731,206)	\$ (14,150,530)	\$ (19,078,588)	
Percent of Expenditures	10%	-29%	-65%	-103%	-143%	-179%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	\$ 17.85	
Average Regional Rate	\$ 27.81						

Scenario 2							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	50.0%	5.0%	5.0%	5.0%	5.0%	82%
FYE Operating Reserves	\$ 710,905	\$ 944,274	\$ 1,228,273	\$ 1,565,432	\$ 1,958,410	\$ 2,499,998	
Percent of Expenditures	11%	10%	12%	15%	18%	21%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 26.78	\$ 28.11	\$ 29.52	\$ 31.00	\$ 32.55	

Scenario 3							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	30.0%	25.0%	5.0%	5.0%	5.0%	88%
FYE Operating Reserves	\$ 710,905	\$ (362,640)	\$ 248,087	\$ 928,311	\$ 1,681,508	\$ 2,511,325	
Percent of Expenditures	11%	-4%	2%	9%	15%	22%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 23.21	\$ 29.01	\$ 30.46	\$ 31.98	\$ 33.58	

Scenario 4							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	25.0%	25.0%	10.0%	5.0%	5.0%	89%
FYE Operating Reserves	\$ 710,905	\$ (689,368)	\$ (487,052)	\$ 274,854	\$ 1,113,817	\$ 2,033,688	
Percent of Expenditures	11%	-7%	-5%	3%	10%	18%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 22.31	\$ 27.89	\$ 30.68	\$ 32.21	\$ 33.82	

Scenario 5							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	56.0%	5.0%	5.0%	5.0%	5.0%	90%
FYE Operating Reserves	\$ 710,905	\$ 1,336,348	\$ 2,032,025	\$ 2,801,446	\$ 3,648,299	\$ 4,576,455	
Percent of Expenditures	11%	14%	20%	27%	33%	40%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 27.85	\$ 29.24	\$ 30.70	\$ 32.24	\$ 33.85	

Scenario 6							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	56.0%	0.0%	5.0%	5.0%	5.0%	81%
FYE Operating Reserves	\$ 710,905	\$ 1,336,348	\$ 1,522,328	\$ 1,756,568	\$ 2,041,481	\$ 2,379,600	
Percent of Expenditures	11%	14%	15%	17%	19%	21%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 27.85	\$ 27.85	\$ 29.24	\$ 30.70	\$ 32.24	

Scenario 7							Cumulative Rate Increase
	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
Rate Adjustment	0.0%	56.0%	0.0%	0.0%	0.0%	0.0%	56%
FYE Operating Reserves	\$ 710,905	\$ 1,336,348	\$ 1,522,328	\$ 1,246,872	\$ 486,907	\$ (781,792)	
Percent of Expenditures	11%	14%	15%	12%	4%	-7%	
FYE Other Reserves	\$ 4,667,941	\$ 1,878,261	\$ 1,088,091	\$ 911,851	\$ 121,433	\$ 1,028,213	
Residential Rate	\$ 17.85	\$ 27.85	\$ 27.85	\$ 27.85	\$ 27.85	\$ 27.85	



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

SUBJECT: Public Hearing and Consideration of Establishing Recycled Water and Meter Rates

SOURCE: Public Works

COMMENT: At its meeting on September 19, 2023, the City Council approved setting a Public Hearing for November 21, 2023, to conduct a protest hearing and consider establishing Recycled Water and Meter Rate increases. In accordance with Proposition 218 legal requirements, the City must provide, at minimum, a 45-day notice for a protest hearing on proposed fee increases. To comply with Proposition 218 legal requirements, the City mailed the record owner of the property subject to the proposed rates or the tenant directly liable for the payment of Recycled Water and Meter rate fees a Notice of Public Hearing on September 29, 2023. On October 6, 2023, an amended Notice of Public Hearing was mailed, which included the 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the effective date or the date of adoption, whichever is later.

The City published a Notice of Public Hearing in the Porterville Recorder on October 28, 2023, and November 10, 2023. In addition, the Notice of Public Hearing was uploaded to the City website on October 17, 2023. The Notice of Public Hearing provided the record owner of the property subject to proposed rates or tenant directly liable for payment with instructions on how to file a protest against the proposed Recycled Water and Meter rate increases as follows:

"YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of water service fees (i.e., a customer of record), you may submit a written protest against the proposed recycled water and meter rate. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the public hearing, so long as they are received prior to the conclusion of public testimony at the public hearing. Please identify on the front of the envelope "Water Rate Protest" for any protest, whether mailed or submitted in person to the City Clerk. Please indicate your name and either the address(es) or water/sewer account number(s) of your property or properties. Protests submitted verbally, by e-mail, facsimile, or other electronic means will not be accepted.

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Each protest must (1) be in writing; (2) state opposition to the proposed recycled water rate; (3) provide the location of the owner's identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted.

At the conclusion of the public hearing, the City Council will consider adopting the proposed water rate outlined on the reverse side of this notice. If, at the close of the public hearing, written protests against the proposed water rate are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the City will not approve the proposed water rates. If, at the close of the public hearing, written protests against the proposed rate increases do not present a majority of record owners of affected parcels and customers of record, the City Council will be authorized to impose the proposed rate up to the amounts proposed. If adopted, the new recycled water rate will be effective January 1, 2024." Pursuant to California Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the date of adoption."

The City completed a Recycled Water Feasibility Study in October 2019. Its primary objective was to identify and analyze opportunities for supplying recycled water in and around the city of Porterville. The City is near completion of its .308 Million Gallon-a-day (MGD) Tertiary Water Treatment Facility, which is scheduled for operation by the end of calendar year 2023. Implementing recycled water will enable the City to offset potable water use, thereby enhancing local sustainability and drought impact resiliency to customers for irrigation and industrial uses. The City makes every effort to provide its customers with water in the most efficient and cost-effective manner possible. The City continuously evaluates operational costs and utilization of assets to maintain infrastructure efficiencies and improve water supply distribution. Tertiary treatment of the City's wastewater effluent to recycled water will be crucial in augmenting or offsetting potable water supplies. The implementation of recycled water requires the proposed recycled water pricing mechanism and rate structure to recover the cost of production, distribution, and maintenance of recycled water.

The City's recycled water rate revenue will fund the costs of providing recycled water service. Therefore, recycled water rates must be set at sufficient levels to recover the cost of treatment, operation, maintenance, and capital improvement. Recycled water rates comprise three parts: recycled water consumption fees, recycled water meter service fees, and recycled water backflow device fees.

PROPOSED RATES FOR 2024: Recycled water usage revenues pay for the costs of delivering recycled water and are based on the quantity of recycled water consumed as measured by the water meter. The proposed water rates include (1) a monthly meter charge and (2) a water consumption use charge. The meter charge is a fixed amount calculated to recover a portion of the City's

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fixed costs of operating and maintaining the recycled water system. It is established on the basis of the size of the water meter serving the property. The fixed meter charge is due regardless of the quantity of water consumed. The water use charge is the rate the City charges per unit of water consumed (one unit of water equates to 748 gallons or 100 cubic feet). The charge will differ from one bill to another, depending on the water consumed and meter size. The Council will consider a recycled water rate structure of \$1.91 per unit for irrigation and industrial uses. In addition to consumption, a proportional rate structure by meter size is also being considered for all new meter ranges not previously covered by existing service fees. Recycled water service fees, based on meter size, pay for fixed costs of providing service and do not vary with the quantity of water purchased.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing to consider the adoption of recycled water and meter rates;
2. Receive any additional written protests;
3. Direct the City Clerk to tally the protests and report the total; and
4. Consider approval of the attached draft Resolution, if the tally does not exceed a majority protest as determined by the City Clerk.

ATTACHMENTS:

1. Draft Resolution
2. Proposition 218 Notice of Public Hearing On Proposed New Recycled Water And Meter Rates

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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RESOLUTION NO. ____-2023

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE
ESTABLISHING WATER AND RECYCLED WATER RATES**

WHEREAS: The City of Porterville, through Municipal Code Chapter 25, is empowered to acquire, construct, and operate a water supply system; and

WHEREAS: By Chapter 25, the City Council of the City of Porterville may establish rates necessary to operate said system. The charges by the City for its recycled water are to be collected monthly by the finance department for the use and benefit of the City and shall be fixed by resolution of the City Council; and

WHEREAS: The Recycled Water Feasibility Study was completed by Carollo Engineers in October 2019. Its objective was to identify and analyze opportunities for supplying recycled water in and around the City of Porterville.

WHEREAS: Implementing recycled water rates will enable the City to offset potable water use, enhance the sustainability of the groundwater, and recover the cost of service to irrigate and serve dual-plumbed facilities. As future City projects move toward full tertiary treatment of the City's wastewater, recycle water will play a critical role in augmenting or offsetting potable water supplies; and

WHEREAS: Rates must reflect actual cost of usage and consumption. Certain rates must cover the cost related to administration, construction, maintenance and replacements to the water system.

WHEREAS: The completion of the first phase of the Eagle Mountain Casino Relocation Project and the soon-to-be completed .308 MGD tertiary water treatment facility, recycled water rates and 10" meter rates must be established to recover the cost of the production and distribution of recycled water; and

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve an increase in water user fees as proposed. The following rates shall be implemented as the rates of the Water Supply System pursuant to Chapter 25-15 for all water bills generated after January 1, 2024.

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METERED RATES			Proposed Metered Rates per Fiscal Year (FY)		
Potable Water Rate Schedule	Current Rates FY 2023/24	Proposed Rates FY 2023/24		Recycled Water Rate Schedule	Proposed Rates FY 2023/24
WATER CONSUMPTION CHARGE (per 100 cubic feet)	\$1.91			WATER CONSUMPTION CHARGE (per 100 cubic feet)	\$1.91
PHASE V RATE INCREASE†	\$2.29				
<i>Less than 1"</i>	\$18.08			<i>Less than 1"</i>	\$18.08
<i>1"</i>	\$19.89			<i>1"</i>	\$19.89
<i>1 1/4"</i>	\$24.40			<i>1 1/4"</i>	\$24.40
<i>1 1/2"</i>	\$28.92			<i>1 1/2"</i>	\$28.92
<i>2"</i>	\$36.14			<i>2"</i>	\$36.14
<i>3"</i>	\$48.79			<i>3"</i>	\$48.79
<i>4"</i>	\$59.63			<i>4"</i>	\$59.63
<i>6"</i>	\$72.29			<i>6"</i>	\$72.29
<i>8"</i>	\$90.36			<i>8"</i>	\$90.36
<i>10"</i>		\$100.40		<i>10"</i>	\$100.40
UNMETERED FLAT RATES			Proposed Unmetered Flat Rates per Fiscal Year (FY)		
Potable Water Rate Schedule	Current Rates FY 2023/24	No Proposed Rate Change FY 2023/24		No Recycled Water Flat Rate Schedule	No Proposed Rates FY 2023/24
<i>Trailer Parks</i>	\$39.77				
PHASE V RATE INCREASE†	\$47.74				
<i>All Others</i>	\$86.54				
PHASE V RATE INCREASE†	\$103.83				
BACKFLOW DEVICES			Proposed Backflow Device Rates per Fiscal Year (FY)		
Potable Water Rate Schedule	Current Rates FY 2023/24	No Proposed Rate Change FY 2023/24		Recycled Water Device Rate Schedule	Proposed Rates FY 2023/24
DEVICE SIZE					
<i>1"</i>	\$11.49				\$11.49
<i>1 1/2" – 2 1/2"</i>	\$16.09				\$16.09
<i>3"</i>	\$18.44				\$18.44
<i>4"</i>	\$22.95				\$22.95
<i>6" – 10"</i>	\$101.20				\$101.20

†Phase V Rate Increases will occur only if directed by the City Council to transition into the City's Emergency Response Phase V of its Water Conservation Plan.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2023.

Martha Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

*** Modificado el 2 de octubre de 2023

*** Amended October 2, 2023

PROPOSICIÓN 218 AVISO DE AUDIENCIA PÚBLICA SOBRE AUMENTOS PROPUESTOS EN TARIFAS DE MEDIDORES Y AGUA RECICLADA

SE NOTIFICA que la ciudad de Porterville llevará acabo una audiencia pública el 21 de noviembre de 2023 a las 6:30 pm en la cámara del consejo municipal, ubicada en 291 North Main Street, Porterville, CA 93257, para considerar la adopción de los aumentos a las tarifas de sus cargos por servicio de medidores y agua reciclada. El propósito de la audiencia pública es para tomar los comentarios escritos y orales y considerar todas las reclamaciones por escrito en contra de los aumentos de tarifas propuestos. Las reclamaciones por escrito deben ser presentadas con el secretario municipal de la ciudad de Porterville.

SUS DERECHOS: Si usted es el propietario registrado de una propiedad sujeta a las tarifas propuestas o un inquilino directamente responsable por el pago de los cargos por servicio de tarifas de medidores y agua reciclada (es decir, un cliente de registro), puede presentar una protesta por escrito en contra de los cambios propuestos en las tarifas. Sólo una protesta escrita por parcela será contada. Protestas escritas pueden ser enviadas por correo al secretario municipal de la ciudad de Porterville, ubicado en 291 N. Main Street, Porterville, CA 93257, o en persona en la audiencia pública, siempre y cuando se hayan recibido antes de la conclusión del testimonio público en la audiencia pública. Por favor identifique en el frente del sobre "Water Rate Protest" por cualquier protesta, ya sea por correo o entregarse personalmente al secretario municipal. Las protestas presentadas verbalmente, o por correo electrónico, fax o cualquier otro medio electrónico no serán aceptadas. Para obtener más información acerca de este aviso, por favor llame a la ciudad al (559) 782-7514. De conformidad con la sección 53759 del Código de Gobierno de California, existe un plazo de prescripción de 120 días para impugnar cualquier tarifa o cargo nuevo, aumentado o ampliado a partir de la fecha de adopción.

PROPOSITION 218 NOTICE OF PUBLIC HEARING ON PROPOSE NEW RECYLED WATER AND METER RATES

NOTICE IS HEREBY GIVEN that the City of Porterville will hold a Public Hearing on November 21, 2023, at its regularly scheduled Council meeting that starts at 6:30 pm in the City Council Chambers, located at 291 North Main Street, Porterville, CA 93257, to consider the adoption of New Recycled water rates service fees. The purpose of the public hearing is to take written and oral comments and consider all written protests against the proposed rate implementations. Written protests must be filed with the City of Porterville City Clerk.

YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of water service fees (i.e., a customer of record), you may submit a written protest against the proposed Recycled water rate. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the public hearing, so long as they are received prior to the conclusion of public testimony at the public hearing. Please identify on the front of the envelope "Water Rate Protest" for any protest, whether mailed or submitted in person to the City Clerk. Please indicate your name and either the address(es) or water/sewer account number(s) of your property or properties. Protests submitted verbally, by e-mail, facsimile, or other electronic means will not be accepted.

Each protest must (1) be in writing; (2) state opposition to the proposed recycled water rate; (3) provide the location of the owner's identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted.

At the conclusion of the public hearing, the City Council will consider adopting the proposed water rate outlined on the reverse side of this notice. If, at the close of the public hearing, written protests against the proposed water rate are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the City will not approve the proposed water rates. If, at the close of the public hearing, written protests against the proposed rate increases do not present a majority of record owners of affected parcels and customers of record, the City Council will be authorized to impose the proposed rate up to the amounts proposed. If adopted, the new recycled water rate will be effective January 1, 2024. Pursuant to California Government Code section 53759, there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge from the date of adoption.

THE NEED TO ESTABLISH RECYCLED WATER RATE AND METER FEE: The City of Porterville completed a Recycled Water Feasibility Study in October 2019. Its primary objective is to identify and analyze opportunities for supplying recycled water in and around the City of Porterville. The City is near completion of its .308 Million Gallon-a-day (MGD) Tertiary Water Treatment Facility, which is scheduled for operation by the end of 2023. Implementing recycled water will enable the City to offset potable water use, thereby enhancing local sustainability and drought impact resiliency to customers for irrigation and industrial uses. The City makes every effort to provide its customers with water in the most efficient and cost-effective manner possible. The City continuously evaluates operational costs and utilization of assets to maintain infrastructure efficiencies and improve water supply distribution. Tertiary Treatment of the City's Wastewater Effluent to recycled water will be crucial in augmenting or offsetting potable water supplies. The implementation of recycled water requires the proposed recycled water pricing mechanism and rate structure to recover the cost of production, distribution, and maintenance of recycled water.

PROPOSED WATER / RECYCLED WATER RATE FEE MODIFICATION: The City of Porterville's recycled water rate revenue will fund the costs of providing recycled water service. Therefore, recycled water rates must be set at sufficient levels to recover the cost of treatment, operation, maintenance, and capital improvement. Recycled water rates comprise three parts: recycled water consumption fee, recycled water meter service fees, and recycled water backflow device fee.

PROPOSED RATES FOR 2024: Recycled water usage revenues pay for the costs of delivering recycled water and are based on the quantity of recycled water consumed as measured by your water meter. The proposed water rates include (1) a monthly meter charge and (2) a water consumption use charge. The meter charge is a fixed amount calculated to recover a portion of the City's fixed costs of operating and maintaining the recycled water system. It is established on the basis of the size of the water meter serving the property. The fixed meter charge is due regardless of the quantity of water consumed. The water use charge is the rate the City charges per unit of water consumed (one unit of water equals 748 gallons or 100 cubic feet). The charge will differ from one bill to another, depending on the water consumed and your meter's size. The City Council will consider a recycled water rate structure of \$1.91 per unit for irrigation and industrial uses. In addition to

consumption, a proportional rate structure by meter size is also being considered for all new meter ranges not previously covered by existing service fees. Recycled water service fees, based on meter size, pay for fixed costs of providing service and do not vary with the quantity of water purchased.

BILL IMPACT: The proposed Fee Modification for irrigation and industrial uses on a facility with a 1" recycled water meter and consuming 22 units (16,456 gallons or 2,200 cubic feet) of recycled water in a billing cycle will see a monthly bill of \$60.10. Please note that billing accounts will be lower or higher than shown depending on the actual quantity of water used.

Assistance can be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Accommodations must be requested at least 48 hours in advance by calling: The City Clerks Office at (559) 782-7476. City staff can assist you with answering any questions about your water bill. If you have any questions regarding the information in this notice or the rates applicable to your property, please contact Field Services at (559) 782-7514.

METERED RATES			Proposed Metered Rates per Fiscal Year (FY)		
Potable Water Rate Schedule	Current Rates FY 2023/24	Proposed Rates FY 2023/24		Recycled Water Rate Schedule	Proposed Rates FY 2023/24
WATER CONSUMPTION CHARGE <i>(per 100 cubic feet)</i>	\$1.91			WATER CONSUMPTION CHARGE <i>(per 100 cubic feet)</i>	\$1.91
PHASE V RATE INCREASE†	\$2.29				
<i>Less than 1"</i>	\$18.08			<i>Less than 1"</i>	\$18.08
<i>1"</i>	\$19.89			<i>1"</i>	\$19.89
<i>1 1/4"</i>	\$24.40			<i>1 1/4"</i>	\$24.40
<i>1 1/2"</i>	\$28.92			<i>1 1/2"</i>	\$28.92
<i>2"</i>	\$36.14			<i>2"</i>	\$36.14
<i>3"</i>	\$48.79			<i>3"</i>	\$48.79
<i>4"</i>	\$59.63			<i>4"</i>	\$59.63
<i>6"</i>	\$72.29			<i>6"</i>	\$72.29
<i>8"</i>	\$90.36			<i>8"</i>	\$90.36
<i>10"</i>		\$100.40		<i>10"</i>	\$100.40

UNMETERED FLAT RATES			Proposed Unmetered Flat Rates per Fiscal Year (FY)		
Potable Water Rate Schedule	Current Rates FY 2023/24	No Proposed Rate Change FY 2023/24		No Recycled Water Flat Rate Schedule	No Proposed Rates FY 2023/24
<i>Trailer Parks</i>	\$39.77				
PHASE V RATE INCREASE†	\$47.74				
<i>All Others</i>	\$86.54				
PHASE V RATE INCREASE†	\$103.83				

BACKFLOW DEVICES			Proposed Backflow Device Rates per Fiscal Year (FY)		
Potable Water Rate Schedule	Current Rates FY 2023/24	No Proposed Rate Change FY 2023/24		Recycled Water Device Rate Schedule	Proposed Rates FY 2023/24
DEVICE SIZE					
<i>1"</i>	\$11.49				\$11.49
<i>1 1/2" – 2 1/2"</i>	\$16.09				\$16.09
<i>3"</i>	\$18.44				\$18.44
<i>4"</i>	\$22.95				\$22.95
<i>6" – 10"</i>	\$101.20				\$101.20

†Phase V Rate Increases will occur only if directed by the City Council to transition into the City's Emergency Response Phase V of its Water Conservation Plan.



CITY COUNCIL AGENDA – NOVEMBER 21, 2023

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 November 7, 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 Boudreaux 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.

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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 (MOU) 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. At its meeting on July 11, 2023, the County Board of Supervisors approved the MOU for TEP shelter services between the City and the County, retroactive from April 11, 2023 to May 5, 2023.

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

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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

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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 July 14, 2023, the Federal Emergency Management Agency (FEMA) made the determination to close the incident period effective July 10, 2023. Although the incident period has been closed, businesses and individuals may still apply for federal disaster assistance through September 1, 2023.

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.

On August 4, 2023, Governor Newsom issued Executive Order N-10-23 to streamline levee repairs and debris removal to help local communities recover from flooding and prepare for the next wet season.

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.

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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. Due to violations by TopKnotch Security of its agreement with the City for security services, City staff terminated the agreement effective immediately on Friday, July 14, 2023, causing the Police Department to provide security services at the Armory on Friday, July 14 through Sunday, July 16, 2023. Beginning on Monday, July 17, 2023, Good Guard Security, Inc. began providing security services, which at its meeting on July 18, 2023, the Council approved an agreement for security services for approximately \$21,000 per month (2 personnel at \$28.95/hour for 12 hours per day for 30 days per month).

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. Governor Newsom Executive Order N-10-23
8. Federal Disaster Declaration Fact Sheet - April 3, 2023
9. License to Use State Military Property - April 14, 2023
10. City and County Memorandum of Understanding for Shelter Support
11. County of Tulare CalOES Shelter Support Request Letter - April 14, 2023
12. License to Use State Military Property - May 16, 2023
13. Federal Disaster Declaration Notice - July 14, 2023
14. Armory Temporary Evacuation Point and Shelter - Daily Census
15. Resolution No. 15-2023
16. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
17. Royal Restrooms Invoice: Mobile Shower-Restroom Units
18. Rain for Rent Pump Invoice
19. Mike Clark Trucking Invoice
20. TopKnotch Security, Inc. Agreement
21. Good Guard Security, Inc. Agreement
22. Municipal Code Chapter 9 - Civil Defense and Disaster
23. California Government Code 8558

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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, 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, 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, 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

By: _____

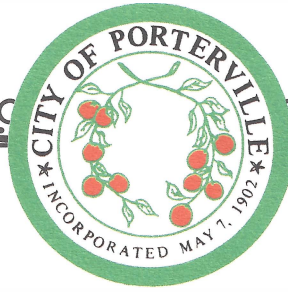
Fernando Gabriel-Moraga, Deputy City Clerk

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](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

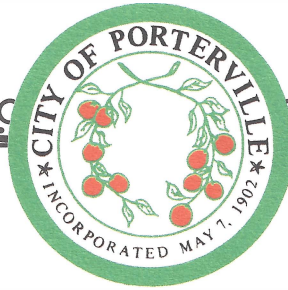
Jake Castellow
Chief of Police

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 breach 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.

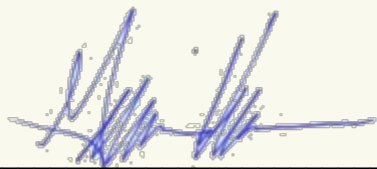
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 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 April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); 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 the 2022-2023 Winter Storm Events.

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 or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

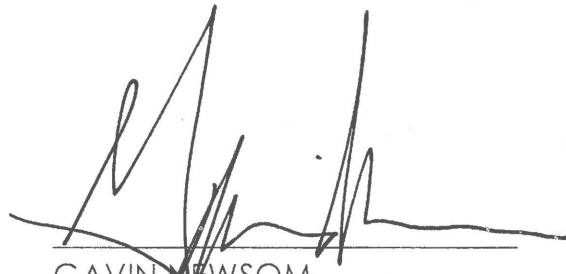
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), 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 damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. 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 the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). 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.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed with the Office of the Secretary of State and that widespread publicity and notice be given to 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 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. 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.

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LICENSE NUMBER	1221
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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, LICENSEE 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

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**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 at the 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.

Date: _____

CITY OF PORTERVILLE

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: A. Zahseen

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,

A handwritten signature in black ink, reading "Andrew Lockman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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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 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. 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

AGREEMENT 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.

AGREEMENT 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

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter
Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
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

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
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

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
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
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1

Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0
Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5

Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5
Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5

Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5
Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5

Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5
Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3

Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3

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.

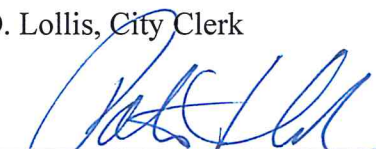
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, 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

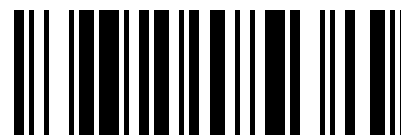
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	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

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

T

t

t

t

\$2,500.00

\$600.00

W9 Click here.

\$9,200.00

9.250%

\$851.00

\$3,100.00

\$13,151.00

THANK YOU FOR YOUR BUSINESS!



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

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# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 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

Event Date: Start 5/5/23 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: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off 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 Madeline M. Foster 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



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

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.)