



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 4, 2024, 5:30 PM**

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City of Porterville – City Council Meeting of June 4, 2024

Please use the following link below to join the webinar:

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Or via Telephone: **1-669-900-6833** Webinar ID: **819 8839 1205** Passcode: **105443**

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: Patricia Vasquez. Agency claimed against: City of Porterville.

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

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Enrique Martinez v. Jorge Solis Echeveste, et al., Tulare County Superior Court Case No. PCU 301118.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Jimmy Sanchez v. Porterville Unified School District, et al., Tulare County Superior Court Case No. PCU 307301.

5 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.

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

PRESENTATIONS

Employee of the Month - Lori Halleck

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.

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. Lease of Six Additional Automated License Plate Readers from Flock Safety**
Re: Consider authorizing the Police Department to enter into a new five-year lease agreement with Flock Safety to install six additional cameras, for a total of twelve cameras city-wide, at a cost of \$36,000 per year or \$180,000 (contract total).
- 2. Request to Purchase a Tape Backup System for Data Protection and Recovery**
Re: Consideration to approve the purchase of a Dell EMC ML3 Tape Library through our Dell Premier contract for \$14,176.43.
- 3. Request for Approval to Purchase Sophos XGS 3100 Security Devices**
Re: Considering approval of the purchase of the Sophos XGS 3100 firewall appliances from SHI at a cost of \$20,340.98, plus applicable sales tax and shipping.
- 4. Authorization to Purchase Security Monitoring System for the New Animal Shelter**
Re: Consideration of entering into an agreement with STOP Alarm for the installation of a security monitoring system at the Animal Shelter at a cost of \$12,950.00.
- 5. Authorization for Specialized Services-Allmax Software Custom Report Work**

Re: Consideration of awarding the software custom report work to AllMax Software in an amount not to exceed \$7,500; and directing staff to make payment upon receipt of an invoice approved by the Public Works Director.

6. Authorization to Award Annual Polymer Purchase Contract

Re: Considering awarding the Wastewater Treatment Facility Annual Polymer Contract to Aqua Ben Corporation for a submitted quote of \$1.85/pound for polymer HF 714F; and authorizing staff to sign the contract with the option to extend for an additional one-year term providing both parties mutually agree to any price adjustments after the first year.

7. Authorization to Award Ferric Chloride Purchase Contract

Re: Consideration to award the Wastewater Treatment Facility Annual Ferric Chloride Contract to California Water Technologies for the submitted quote of \$0.265/wet lb for ferric chloride; and authorizing staff to sign the contract with the option to extend the contract for an additional one-year term providing both parties mutually agree to any price adjustments after the first year.

8. Authorization to Distribute Request for Qualifications (RFQ) for Professional Consulting Services - Development of an Active Transportation Plan

Re: Considering authorization to distribute an RFQ for professional consulting services to develop an active transportation plan.

9. Approval of the 2024 Update to the Sanitary Sewer Management Plan

Re: Approval of the 2024 update to the Sanitary Sewer Management Plan

10. Annual Emulsion Program for Fiscal Year 2024/2025

Re: Consider authorizing staff to secure an emulsion distributor for the Fiscal Year 2024/2025 Self-Performed Street Maintenance Program.

11. Request for Approval of the Self-Performed Street Maintenance Program for Fiscal Year 2024-2025

Re: Considering approval of the 2024-2025 Self-Performed Street Maintenance Program and authorizing the expenditure of \$2,000,000.

12. Annual Hauling Services for Asphalt Maintenance Program year 2024/2025

Re: Council authorization to secure annual hauling contractor services for the Fiscal Year 2024-2025 Capital Improvement Projects Overlay Program.

13. Asphalt Grinding Program for Fiscal Year 2024-2025

Re: Consider authorizing staff to secure annual grinding contractor services for the Fiscal Year 2024-2025 Street Maintenance and Overlay Program.

14. Street Striping Program for Fiscal Year 2024-2025

Re: Consideration of authorizing staff to secure annual striping contractor services for the Fiscal Year 2024-2025 to support the Self-Performed Street Maintenance and Overlay Program.

15. Authorization to Negotiate a Consultant Contract - Transit Management, Operations, and Maintenance of Porterville Transit

Re: Consideration to authorize staff to negotiate a scope of services contract with Tree's Sierra Management, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit.

- 16. Designation of Authority and Assigned Roles to the FTA TrAMS and ECHO Systems**
Re: Consideration to adopt the draft resolution designating authority and assignment of roles to the FTA's TrAMS and ECHO-web systems.
- 17. Certify Federal Fiscal Year 2024 Certifications and Assurances for FTA Assistance Programs**
Re: Consideration to authorize the City Manager and Attorney to sign and certify the Federal Fiscal Year 2024 FTA Annual Certifications and Assurance.
- 18. Authorization for City of Porterville Fire Department to Host Chief Fire Officer Series of Classes**
Re: Consideration to authorize the City of Porterville Fire Department to contract with Mike Kraus Leadership to present the Chief Fire Officer series consisting of classes 3A,3B,3C, and 3D certified by California State Fire Training in an amount not to exceed \$35,000.
- 19. Authorization for Out of State Travel**
Re: Consideration to approve the out-of-state travel for the Porterville Police Detective to attend the Drug Enforcement Agency Illicit Hazardous Environment State and Local Basic Technician (SLT) Course in Quantico, Virginia.
- 20. Cooperative Agreement with California Highway Patrol for Use of the Police Firing Range**
Re: Consideration to approve a Cooperative Agreement with the California Highway Patrol for the use of the Porterville Police Department Firing Range.
- 21. Joint Funding Agreement with Porterville Unified School District for School Resource Officers**
Re: Consideration to approve the Agreement for Joint Funding for School Resource Officers with Porterville Unified School District for the period of July 1, 2024, through June 30, 2025.
- 22. Joint Funding Agreement Burton School District for a School Resource Officer**
Re: Council to approve the Agreement with Burton School District for Joint Funding for a School Resource Officer for the period of July 1, 2024 through June 30, 2025.
- 23. Acceptance of Grant Deed by Donation for Real Property APN 259-040-047 from Smee Homes, Inc.**
Re: Consideration to adopt a resolution to accept the donation of APN 259-040-047, from Smee Homes, Inc., which is approximately 18.65 acres of land north of the Tule River and south of River Springs Avenue, between Belmont and S. Fir Streets.
- 24. Authorization of License Agreement for Porterville Armory**
Re: Consideration to approve the license agreement with the California Military Department for the use of the Porterville Armory located at 29 N. Plano Street.
- 25. Approval of Community Civic Event - St. Anne's Parish - Corpus Christi Eucharistic Procession - June 8, 2024**
Re: Consideration to approve the Community Civic Event application submitted by the St. Anne's Parish to hold the Eucharistic Procession on Saturday, June 8, 2024, from 8:00 a.m. to 11:00 a.m. within St. Anne's Catholic Church neighborhood.

26. Approval of Community Civic Event - Porterville Chamber of Commerce - Flag Day Ceremony - June 14, 2024

Re: Consideration to approve the Community Civic Event application submitted by the Porterville Chamber of Commerce to hold the Flag Day Ceremony on Friday, June 14, 2024, from 7:00 p.m. to 8:00 p.m. at the Grocery Outlet parking lot, located at 50 W. Olive Avenue.

27. 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.

SCHEDULED MATTERS

28. Consideration of Proposed Fiscal Year 2024-2025 Budget and Setting of Date for Public Hearing

Re: Considering the proposed 2024-2025 Fiscal Year Budget, providing any direction on modifications, and scheduling a Public Hearing on the proposed Budget for Tuesday, June 18, 2024.

29. Consideration of Draft Resolution Concerning the Identification of Critical Infrastructure

Re: Considering a draft Resolution Approving the City Manager's Designation of Specified Locations as Critical Infrastructure for Purposes of Municipal Code Chapter 18, Article VII.

AB 1234 REPORTS

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

1. Flag Day Committee - May 21, 2024
2. Tulare County Economic Development Corp. (TCEDC) Board - May 22, 2024
3. Eastern Tule Groundwater Sustainability Agency Board Study Session - May 23, 2024
4. Tulare County Association of Governments (TCAG) Sustainable Corridor Committee - May 30, 2024

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 June 18, 2024, 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 – JUNE 4, 2024

SUBJECT: Lease of Six Additional Automated License Plate Readers from Flock Safety

SOURCE: Police

COMMENT: Over the past few years, the city has seen an increase in retail theft, auto theft, and theft of catalytic converters throughout the city. These thefts normally involve a vehicle occupied by individuals who steal from stores or the vehicles of their intended victims. In 2023, the City Council approved the installation of six (6) Flock cameras which significantly contributed to a steady decrease in crime in these areas by aiding in the arrest and identification of suspects.

In addition to the above efforts, the city entered into a contract with Flock Safety for six (6) Automated License Plate Readers, which were strategically deployed in different areas of the city. License plates can be entered into the system within alert parameters, allowing for immediate notification upon a suspect's vehicle passing one of the deployed cameras. Searches can also be conducted by department personnel within the Flock system for license plates, including partial plates, as well as vehicle descriptions. The system has the ability to differentiate between vehicle types, models, colors, vehicle damage, or other specific data entered into the system. Staff believes additional cameras will enhance the Department's investigative abilities.

Currently, with six (6) cameras covering specific areas of the city, there are approximately 1.6 million plates read per month. In addition, officers and detectives have utilized the Flock software to conduct searches after criminal activity has occurred. On average, officers and detectives are conducting 1,600 entries of license plates or vehicle identifiers per month to aid in further investigative efforts. Through these efforts, department staff have been able to resolve cases that may have gone unsolved without the use of this technology.

There have been numerous cases solved with the use of Flock and have included retail theft and auto theft, in addition to violent crimes such as carjackings, attempted murders, and murders. In one specific incident, suspects committed a carjacking in the City of Porterville during which we entered the license plate of the stolen victim's vehicle. The suspects ultimately committed an attempted murder in a county location following the carjacking. They then fled the area. However, thanks to our investigative efforts and Flock's ALPR technology, the suspects were tracked to the city of Gilroy, where Gilroy police (who also have Flock Safety Cameras) were able to locate and capture the suspects.

To enhance the Department's ability to prevent and investigate such as the
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above-referenced, staff have researched the lease and installation of six (6) additional cameras to be strategically placed throughout the city. The Department will use this additional technology to assist with investigations; and staff believe additional technology could be beneficial in the deterrence, prevention, and investigation of these crimes.

Flock Safety presented staff with a desirable approach to deploying ALPR cameras throughout the community. The Flock program is an all-inclusive model for deploying the APLR cameras. Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of comprehensive monitoring, processing, and machine vision services that integrate with the Flock Safety Camera. In addition to this, all the police department's patrol vehicles are outfitted with the Axon Fleet 3 camera system. These cameras are also ALPR and, due to the fact that Axon and Flock have agreements, the new Flock system will continue to be a seamless partnership with the Axon in-car cameras.

There are several other differences between Flock and other ALPR companies. Most notably, they are the only manufacturer and service provider that leases ALPR services. Others require the city to purchase equipment. The technology is also different because it captures motion and not just license plates. In addition, as previously noted, they have a business partnership with Axon, which is the department's provider of body and fleet ALPR cameras currently in the department's police vehicles.

An additional key benefit of Flock Safety is that they charge an annual flat rate lease per camera of \$3,000, which is wireless, free of infrastructure setup, and has the option for solar or direct power. They also include a hardware and software maintenance warranty for the length of the contract, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection.

The renewal/extension of the Flock lease program prevents the City from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement. Additionally, by entering a new five-year contract, the police department is locking in the current price before there is an increase in service costs, which is projected to occur in July 2024. The Flock program is being utilized by more than 5,000 police departments across the nation and more than 310 in the state of California. Bakersfield Police Department, McFarland Police Department, Visalia Police Department, Lindsay Police Department, Woodlake Police Department, and Farmersville Police Department are just a few agencies currently utilizing Flock's services. The City's agreement will continue to allow the department to have access to all Flock partner agencies' cameras. Flock's cameras capture date, time, location, license plate (state, partial, paper, and no plate), vehicle details (type and color), as well as objects (bicycle, animals, and people).

At the end of the five-year lease period, staff can assess the benefits of the

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program and determine whether to recommend continuing or discontinuing the program. Staff received a quote from Flock Safety for our current six cameras, and six additional cameras with installation at a total cost of \$36,000 annually or \$180,000 at completion of the contract. As a valued returning customer, staff was also able to negotiate a waiver of the initial cost of the setup and installation of the additional six (6) cameras. The Flock Safety contract is a five-year lease with the payments being \$36,000 annually.

Funding for this project is available in the Department's budget.

RECOMMENDATION: That the City Council:

1. Authorize the Police Department to enter into a new five-year lease agreement with Flock Safety to install six (6) additional cameras and increase coverage to twelve (12) cameras for a total cost of \$180,000 over five years (\$36,000/year); and
2. Authorize staff to sign all necessary documents regarding the contract and make payments per the contract language.

ATTACHMENTS:

1. Porterville PD - Flock Safety
2. Porterville PD - Master Service Agreement

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge
2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:

- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to "opt-out" of being captured

4. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
- Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
- Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4

6. Partnerships:

- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
- Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- Ability to potential access additional cameras from Flock Customers, including: Lindsay PD, Woodlake PD, Farmersville PD, Hanford PD, Bakersfield PD, Kern

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County SO, McFarland PD, Delano PD, Fresno PD, Fresno County SO, Reedley PD, etc., at no additional cost

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you, 
Garrett Langley CEO, Flock Safety

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users.

Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“***Service Interruption***”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“***Service Suspension***”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Request to Purchase a Tape Backup System for Data Protection and Recovery

SOURCE: Finance

COMMENT: The Information Technology (IT) Division is requesting to purchase a tape backup drive to provide offline backups of the City's data. It is IT best practice to provide a 3-2-1-1-0 Backup Strategy to recover from Ransomware and other malicious attacks. The 3-2-1-1-0 Backup Strategy is to have three copies of the City's data, two different media types, one off-site location for disaster recovery, at least one offline copy, and error-free backup recoverability verification. A tape drive would provide a second media type and offline storage to meet the 3-2-1-1-0 Backup Strategy. It would also provide a means to recover from Ransomware attacks more effectively. Staff received three quotes for various tape drive backup solutions listed below:

Vendor	Description	Total
Dell	Dell EMC ML3 Tape Library	\$14,176.43
SHI	LENOVO DATA CENTER TS4300	\$15,264.55
CDW-G	LENOVO DATA CENTER TS4300	\$21,893.59

Based on the quotes provided, staff is requesting to purchase the Dell EMC ML3 Tape Library through our Dell Premier contract for \$14,176.43, plus applicable taxes and shipping. Funds are available in the Department's General Fund budget.

RECOMMENDATION: That the City Council authorize the purchase of a Dell EMC ML3 Tape Library through our Dell Premier contract for \$14,176.43, plus applicable taxes and shipping.

ATTACHMENTS:

1. Dell - Tape Drive
2. SHI - Lenovo
3. CDWG - Lenovo Bundle

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



Dell Tape Drive

Prepared for:

City of Porterville, CA

Robert Campos
rcampos@ci.porterville.ca.us

Prepared by:

John Lynch

May 21, 2024



Executive Summary

May 21, 2024

Robert Campos
City of Porterville, CA
291 N Main St.
Porterville, CA 93257
United States

Dear Robert,

Thank you for allowing **Eastern Computer Exchange Inc. (Eastern)** to present the following *Dell Tape Drive* proposal to **City of Porterville, CA**. **Eastern** is the leader in providing IT Digital and Cloud Transformation including Storage, Software, Networking, Security and Virtualization Solutions for your Infrastructure for over 34 years.

We greatly appreciate your time and the opportunity you have given us to prove **Eastern** and this solution is the best fit for **City of Porterville, CA**. Please review the financial summary and proposal below.

Description	Amount
Dell EMC ML3 Tape Library	\$13,616.53
Dell HBA355e Adapter	\$559.90
Final Price	\$14,176.43

If you have any questions or need additional information, please feel free to contact me at **(845)-596-4639**.

Thank you for the opportunity to present this proposal, we hope to hear from you soon!

Sincerely,

John Lynch | Account Executive
Eastern Computer Exchange, Inc.
Mobile: (845)-596-4639
johnlynch@ecei.com

Dell EMC ML3 Tape Library

Qty	Part #	Description	Total List	Total Price
1	210-BKZJ	Dell EMC ML3 Tape Library	\$5,200.00	\$2,355.25
1	445-BBEP	ML3 LTO9 SAS-HH Tape Drive	\$14,056.00	\$6,366.44
1	440-BBJH	Cleaning Tape Cartridge for LTO with Barcode Labels ,1 pack	\$0.00	\$0.00
2	440-BBJQ	LTO-9 Tape Media, 5 Pack	\$4,946.00	\$2,240.20
1	389-ECGQ	LTO-9 Tape Labels, 1-200	\$176.00	\$79.73
1	450-AHDR	Redundant Power Supply for ML3/ML3E Expansion	\$1,599.00	\$724.24
1	470-ABNN	12Gb HD-Mini to HD-Mini SAS Cable, 2M	\$166.00	\$75.19
1	770-BFBR	ML3/ML3E Rack Rails	\$0.00	\$0.00
2	492-BBDG	Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)	\$70.00	\$31.70
2	492-BBDH	Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	\$40.00	\$18.10
2	492-BBDH	Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	\$40.00	\$18.10
1	340-CBRM	Dell EMC ML3 Shipping	\$0.00	\$0.00
1	900-9997	On-Site Installation Declined	\$0.00	\$0.00
1	817-6584	Dell Hardware Limited Warranty	\$770.00	\$348.76
1	817-6596	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	\$158.00	\$71.58
1	817-6602	ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	\$2,242.00	\$1,015.48
1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	\$0.00
1	847-5233	Keep Your Component For Enterprise 3 Years	\$600.00	\$271.76

Total: \$13,616.53

Dell HBA355e Adapter

Qty	Part #	Description	Total List	Total Price
1	405-AAZY	Dell HBA355e Adapter Low Profile/Full Height, ck	\$1,219.00	\$559.90
			Total:	\$559.90

Dell Tape Drive

Prepared by:

Eastern Computer Exchange, Inc.

John Lynch
845-596-4639
Fax 203-877-5335
JohnLynch@ECEI.com

Prepared for:

City of Porterville, CA

291 N Main St.
Porterville, CA 93257
Robert Campos
(559) 782-7499
rcampos@ci.porterville.ca.us

Quote Information:

Quote #: 13041, 8047

Version: 1
Proposal Date: 05/21/2024
Expiration Date: 06/19/2024

Quote Summary

Description	Amount
Dell EMC ML3 Tape Library	\$13,616.53
Dell HBA355e Adapter	\$559.90
Total:	\$14,176.43

Terms:

Payment Terms: 30 Days
Maintenance Support: 36 months
Late Payment: 1.5% per month
Shipping: Not included
Taxes: Not included

Accepted & Agreed

City of Porterville, CA

Eastern Computer Exchange, Inc.

Duly Authorized Signature

Duly Authorized Signature

Name Printed

Name Printed

Title

Title

Date

Date

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Pricing Proposal
Quotation #: 24423437
Created On: 1/26/2024
Valid Until: 5/24/2024

CA-City of Porterville

Robert Campos
291 N. Main Street
Porterville, CA 93257
United States
Phone: 559-782-7432
Fax:
Email: Rcampos@ci.porterville.ca.us

Endri Frasheri
Phone:
Fax:
Email: endri_frasheri@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 LENOVO DATA CENTER:CUSTOM TS4300 CITY OF PORTERVILLE MC98270420 05/24/2024 Lenovo - Part#: U0ESQP1 Contract Name: Open Market Contract #: Open Market	1	\$14,587.90	\$14,587.90
2 LENOVO DATA CENTER:WARRANTY Fdn Svc-3Y Lenovo - Part#: 5WS7A03766 Contract Name: Open Market Contract #: Open Market	1	\$676.65	\$676.65
Subtotal			\$15,264.55
*Tax			\$1,427.32
Total			\$16,691.87

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products. For these products, orders are non-cancellable and non-returnable from point of order.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

Quote # 1CF0F8F

Description: LENOVO QUOTE BUNDLE

Status: Open

Requested By: ROBERT CAMPOS

Customer Notes:

Created Date: 05/27/24

Last Edited Date: 05/27/24

Ship to:

CITY OF PORTERVILLE
ATTN:ROBERT CAMPOS
291 N MAIN ST
PORTERVILLE , CA 93257-3737

Billed to:

CITY OF PORTERVILLE
ATTN: PURCHASING DIV.
291 N MAIN ST
PORTERVILLE , CA 93257-3737
(559) 782-7451

Shipping method:

FEDEX Ground

Payment method:

Select payment method during checkout.

Quote Summary

Subtotal \$20,039.89

*US Tax \$1,853.70

Shipping \$0.00

Grand Total \$21,893.59

*Tax may change if this quote is amended by your account manager.

Checkout

Add to Cart

Product Details

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <u>Lenovo IBM TS4300 3U Tape Library Base Unit</u> MFG Part: U0ES1V1 CDW Part: 7789535 UNSPSC:	4-6+ Weeks Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.	\$18,995.54 Pricing Option Applied: Sourcewell 121923- CDWG Tech Catalog	1.0	\$18,995.54
 <u>FUJIFILM LTO Ultrium 9 - LTO Ultrium 9 x 1 - 18 TB - storage media</u> MFG Part: 16659047 CDW Part: 7183599 UNSPSC:	300 units In Stock Orders placed today ship the next business day by a CDW partner.	\$95.69 Pricing Option Applied: Sourcewell 121923- CDWG Tech Catalog	5.0	\$478.45
 <u>Dell - Customer Install - host bus adapter - PCIe</u> MFG Part: 405-AAZY CDW Part: 7024357 UNSPSC:	4-6+ Weeks Expected in-stock date for this item is between 4-6 weeks. Item will ship once it is in stock.	\$565.90 Pricing Option Applied: Sourcewell 121923- CDWG Tech Catalog	1.0	\$565.90



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Request for Approval to Purchase Sophos XGS 3100 Security Devices

SOURCE: Finance

COMMENT: The Information Technology (IT) Division is requesting authorization to purchase two (2) Sophos XGS 3100 firewall devices, to be located in the IT server room, to replace two (2) Sophos XG 330. The current devices are six years old and they need to be replaced before the end of their life cycle. The safest transition is to migrate to the current model, a Sophos XGS 3100. Sophos has been an established company since 1985, and they have provided reliable equipment and technical support since we have been using their hardware and software.

Staff received the following quotes for two (2) Sophos XGS 3100:

Vendor	Quote
SHI International Corporation	\$20,340.98
StrictlyTech	\$20,976.30
CDWG	\$27,117.10

Based on the quotes provided, staff is requesting to purchase two (2) Sophos XGS 3100 firewall devices from SHI International Corporation (SHI) for a total of \$20,340.98, plus applicable taxes and shipping. The quoted proposals also include a High Availability (HA) license for redundant purposes. When a failure occurs on the primary unit, services will fail over to the secondary unit with minimal interruption. This technique is considered best practice to ensure maximum up-time. The SHI proposal also includes three years of support and maintenance. Funds are available in the Equipment Replacement Fund.

RECOMMENDATION: That the City Council authorize the purchase of the Sophos XGS 3100 firewall appliances from SHI at a cost of \$20,340.98, plus applicable sales tax and shipping.

ATTACHMENTS:

1. CDWG - NWNC435
2. SHI Quote - 24706868
3. StrictlyTech - 26408

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

ROBERT CAMPOS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWNC435	5/7/2024	SOPHOS	0657199	\$27,117.10

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Sophos XGS 3100 - security appliance Mfg. Part#: XG3ATCHUS Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	6535229	\$4,669.63	\$9,339.26
Sophos Xstream Protection - subscription license (3 years) - 1 license Mfg. Part#: XS310036ZZNGAA Electronic distribution - NO MEDIA Contract: Sourcewell 121923-Software (121923)	1	7652451	\$13,184.38	\$13,184.38
NEW ITEM Mfg. Part#: NEW-ITEM Sophos XGS 3100 Webserver Protection - 36 Months - Government MFR #SS310036ZZNGAA Contract: Standard Pricing	1	NEW-ITEM	\$1,393.87	\$1,393.87
NEW ITEM Mfg. Part#: NEW-ITEM Sophos XGS 3100 Enhanced to Enhanced Plus Support Upgrade - 36 Months - Government MFR #UP310036ZZNGAA Contract: Standard Pricing	1	NEW-ITEM	\$1,978.41	\$1,978.41

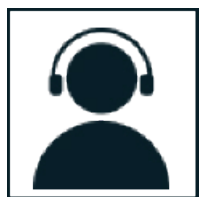
These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are

non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$25,895.92
SHIPPING	\$45.37
SALES TAX	\$1,175.81
GRAND TOTAL	\$27,117.10

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Shipping Method: FEDEX Ground
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Tommy Baxter | 800.808.4239 | tommy.baxter@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$25,941.29	\$749.70/Month	\$25,941.29	\$855.80/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Pricing Proposal
Quotation #: 24706868
Created On: 4/5/2024
Valid Until: 4/30/2024

CA-City of Porterville

Robert Campos

291 N. Main Street
Porterville, CA 93257
United States
Phone: 559-782-7432
Fax:
Email: Rcampos@ci.porterville.ca.us

Inside Account Executive

Greg Spoleti

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3083
Fax: 732-564-8224
Email: Greg_Spoleti@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Sophos XGS 3100 Security Appliance - US power cord Sophos - Part#: XG3ATCHUS Contract Name: Open Market Contract #: Open Market Coverage Term: 5/11/2024 – 6/10/2024	2	\$2,253.99	\$4,507.98
2 Sophos Xstream Protection for XGS 3100 - 36 Months - Government Sophos - Part#: XS310036ZZNGAA Contract Name: Open Market Contract #: Open Market Coverage Term: 5/11/2024 – 5/10/2027	1	\$10,966.51	\$10,966.51
3 Sophos XGS 3100 Enhanced to Enhanced Plus Support Upgrade - 36 Months - Government Sophos - Part#: UP310036ZZNGAA Contract Name: Open Market Contract #: Open Market Coverage Term: 5/11/2024 – 5/10/2027	1	\$1,482.04	\$1,482.04
4 Sophos XGS 3100 Webserver Protection - 36 Months - Government Sophos - Part#: SS310036ZZNGAA Contract Name: Open Market Contract #: Open Market Coverage Term: 5/11/2024 – 5/10/2027	1	\$1,662.22	\$1,662.22

*Tax	\$1,722.23
Total	\$20,340.98

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects

reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).

Bill To:
City of Porterville CA
Robert Campos
291 North Main Street
Porterville, CA 93257
Phone: (559)782-7432
Email: rcampos@ci.porterville.ca.us

Ship To:
City of Porterville CA
Robert Campos
291 North Main Street
Porterville, CA 93257

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	XG3ATCHUS		Sophos XGS 3100 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T, 10GBase-X - 10 Gigabit Ethernet - 8 x RJ-45 - 5 Total Expansion Slots - 1U - Rack-mountable, Rail-mountable - TAA Compliance Mfr: SOPHOS PLC UNSPSC : 43222501	\$ 45.66	1	\$ 45.66
*2	XS310036ZZNGAA		Sophos Xstream Protection - Subscription License - 1 License - 3 Year - Government - TAA Compliance Mfr: SOPHOS PLC UNSPSC : 43231512	\$ 12,714.55	1	\$ 12,714.55
*3	UP310036ZZNGAA		Sophos Enhanced Plus Support - Extended Service (Upgrade) - 3 Year - Service - Exchange Mfr: SOPHOS PLC UNSPSC : 81111812	\$ 1,420.93	1	\$ 1,420.93
*4	SS310036ZZNGAA		Sophos Webserver Protection - Subscription License - 1 License - 3 Year - Government - TAA Compliance Mfr: SOPHOS PLC UNSPSC : 43231512	\$ 2,016.81	1	\$ 2,016.81
*5	XG3ATCHUS		Sophos XGS 3100 Network Security/Firewall Appliance - 8 Port - 10/100/1000Base-T, 10GBase-X - 10 Gigabit Ethernet - 8 x RJ-45 - 5 Total Expansion Slots - 1U - Rack-mountable, Rail-mountable - TAA Compliance Mfr: SOPHOS PLC UNSPSC : 43222501	\$ 4,778.35	1	\$ 4,778.35
5 item(s)				Sub-Total		\$ 20,976.30
				Tax @ 0%		\$ 0.00
				Freight		\$ 0.00
				Total		\$ 20,976.30

(*) Tax exempted Part(s)

Quote Valid Until: 05/29/2024

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 541519, 334111
Unique Entity ID (SAM): DEGDRGZ32898





2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-606-5440 Fax: 954-606-5441

Sophos Quote

Number: **26408**

Date: **04/29/2024**

Quote prepared for: **Robert Campos**

Terms and Conditions

Prepared by: **Keith Nguyen**

Email: **keithn@strictlytech.com**

Phone: **954-606-5440**



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization to Purchase Security Monitoring System for the New Animal Shelter

SOURCE: Police

COMMENT: In preparation for occupancy of the new Animal Shelter, staff has been exploring options for a security monitoring system, in order to enhance security and safety measures for the shelter, shelter staff, and the public. In doing so, staff obtained three quotes for the installation of a security monitoring system from the following vendors: ITC, Stop Alarm, and Giotto's Alarm-Tech, Inc.

The quotes are as follows:

ITC: \$10,528.72

STOP Alarm: \$12,950

Giotto's Alarm-Tech, Inc.: \$30,708.48

After careful evaluation, staff recommends that this installation be initiated by Stop Alarm. Although the cost of installation is slightly elevated, compared to that of ITC, Stop Alarm currently provides related services to the Porterville Police Department, along with the Public Safety Building, and therefore, the selected vendor is knowledgeable about the current and associated security monitoring system and the Department's infrastructure.

Funds are currently available in the police department's 2023/2024 budget.

RECOMMENDATION: That the City Council authorize staff to enter into an agreement with STOP Alarm for the installation of a security monitoring system at the Animal Shelter.

ATTACHMENTS:

1. ITC Quote (1)
2. STOP Alarm Quote (1)
3. Giotto's Alarm-Tech, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



850 N Main St.
Porterville, CA 93257
559-784-8324
Lic# 986455
ACO#7985

Estimate

Date	Estimate #
3/20/2024	5813

Name / Address
City of Porterville Police Department 291 N Main Street Porterville, CA 93257

Project
Porterville Police Department

Description	Qty
Porterville Animal Shelter Cameras	
Video surveillance system with local recording.	
16 Channel 4K NVR	1
4TB Surveillance Hard Drive	1
8MP- 4K Full 24/7 Color Fixed Turret Network Camera	11
External Camera Junction Box	10
IP Camera Cable Kit	11
ITC Hardware	1
Installation Prevailing Wage Labor	1
Sales Tax	1

Terms and Conditions

- Pricing is in US Dollars and is valid for 30 days.
-The above pricing excludes sales tax and freight.
- All information shown on this quote is confidential. If this information is provided to any other parties, this quote will be considered null and void. The quoted amount is your cost and may change if quantities are adjusted.

Total

\$10,528.72

Signature

**SECURITY
TELECOMMUNICATIONS
OF
PORTERVILLE, INC.**

65 S. HOCKETT ST.
PORTERVILLE, CA 93257
TE: (559) 781-3310
1-800-994-3310
STOPALARM@OCSNET.NET
STOPALARM.COM
LIC: ACO-384 LIC: C-10-691523

Capt. Josh Maniss
Porterville Animal Shelter
185 North D Street
Poplar Ca. 93257
Phone 782-7562

EMAIL: jmaniss@ci.porterville.ca.us

05/15/2024

Josh,
Regarding our conversation about security cameras for the animal shelter, please consider the following proposal:

EXTENT OF PROTECTION

1. (1) 16-CHANNEL NETWORK VIDEO RECORDER WITH 10 TB OF MEMORY STORAGE
2. (14) HD IR VARIFOCAL CAMERAS –
 - A. N/W OUTSIDE CORNER FOCUSING ON FRONT ENTRENCE/PARKING AREA
 - B. N/W OUTSIDE CORNER FOCUSING ON FENCED YARD/DRIVEWAY AREA
 - C. N/W OUTSIDE CORNER FOCUSING ON GATE KEYPAD/GATE AREA
 - D. WEST ENTRENCE OUTSIDE AREA FOCUSING ON ENTRENCE/YARD GATE AREA
 - E. S/W OUTSIDE CORNER FOCUSING ON STAFF PARKING/FENCED AREA
 - F. S/W OUTSIDE CORNER FOCUSING ON S/W STAFF ENTRENCE/LOADING AREA
 - G. S/W ROLL UP DOOR AREA FOCUSING ON PARKING ENTRENCE/ROLL UP DOOR AREA
 - H. N/E PUBLIC ENTRENCE AREA FOCUSING ON ENTRENCE DOORS/WALKWAY AREA
 - I. WEST ENTRENCE AREA FOCUSING ON ENTRENCE DOORS/WALKWAY AREA
 - J. WEST ENTRENCE AREA FOCUSING SOUTH ON WALKWAY/S/E DRIVEWAY ENTRENCE AREA
 - K. N/E OUTSIDE AREA FOCUSING ON EAST SIDE OF BUILDING/YARD/SIDEWALK AREA
 - L. S/E OUTSIDE AREA FOCUSING ON EAST SIDE OF BUILDING/YARD/SIDEWALK AREA
 - M. (2) INSIDE LOBBY AREA FOCUSING ON ENTRENCE/DESK/LOBBY AREA
3. MISC. WIRE, MOUNTS, FITTINGS, POWER SUPPLIES, SECURITY CABINET, PROGRAMMING

INSTALLATION.....\$12,950.00

*** THIS PRICE DOES NOT INCLUDE MONITORS ***

**** YOU WOULD HAVE ROOM FOR (2) MORE CAMERAS IN THE FUTURE ****

***** THIS PRICE DOES INCLUDE PREVAILING WAGE *****

*** WE GUARANTEE WORK AND EQUIPMENT FOR (2) YEARS**

(OPTIONAL) INTERNET ACCESS IS REQUIRED FOR REMOTE VIEWING - CUSTOMER WILL PROVIDE INTERNET WITH HIGH-SPEED STATIC IP. WE WILL PROVIDE ALL CAMERA CONNECTIONS UP TO THE INTERNET *

Josh, thank you for this opportunity to earn your business. Please feel free to contact me anytime at 781-3310 or on my sales extension at 781-4456. We always have a live person that will answer the phones 24/7 and they can always reach me.
Sincerely,


James Buchanan
Security Consultant
S.T.O.P. ALARM INC.
james@stopalarm.com



INSTALLED, MONITORED AND SERVICED BY LOCAL PEOPLE.....

LOCAL PEOPLE WHO CARE

***We are pleased to submit the following HD Commercial Video
System Proposal for:***



Lt. Ortiz for :

Porterville Animal Shelter

165 North D Street • Porterville, CA 93257

559.784.1070 x7426 Lt. Ortiz

oortiz@ci.porterville.ca.us

Prepared by:

Giotto's Alarm-Tech, Inc.

Danny Giotto

Danny@giottosalarmtech.com

559.688.7618 office

559.331.2031 mobile

B42429

• New 14 Camera Commercial HD Video Surveillance System •

1	A-Series 6 TB IP 2U Rackmount recorder, exacqVision Pro & Win10 <i>ExacqVision IP04-06T-R2A</i>	<u>*See Note Below</u> \$4,911.99
1	A series - i7 CPU Upgrade <i>ExacqVision 500040387</i>	\$878.00
1	A series - 16GB RAM Upgrade <i>ExacqVision 500040388</i>	\$200.00
10	Pre-Installed IP Camera Licenses <i>ExacqVision EVIP-01</i>	\$2,220.00
1	24" Full HD LED Backlit Display <i>Viewsonic VA2447-MH</i>	\$165.00
1	19" Video Server Rack <i>Middle Atlantic 19" Video Server Rack</i>	\$1,076.00
1	APC BR700G Back-UPS Pro 700VA <i>APC BR700G</i>	\$221.00
11	8MP IR Varifocal Dome Network Cameras <i>ENS Security SIP48D4V/MZ</i>	\$4,741.00
11	Dome Camera Back Boxes <i>ENS Security ES1280ZJDM55</i>	\$264.00
2	8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras <i>ENS Security SIP48B6V/MZ</i>	\$862.00
2	Bullet Camera Back Boxes <i>ENS Security ES1260ZJ</i>	\$30.00
1	8 MP Panoramic Fixed Dual Turret IP Camera <i>ENS Security SIPSP8MASBR4</i>	\$470.00
1	Pano Camera Wall Mount Bracket <i>ENS Security ES1473ZJ155</i>	\$38.00
1	16-Port PoE+ Managed Smart Switch <i>Netgear GS418TPP</i>	\$630.00
32	CAT-5 Ice Cube RJ45 Connectors <i>LEVITON EZRJ45</i>	\$32.00

PROJECT SUMMARY

Equipment Total	\$16,738.99
Cable & Hardware	\$356.25
Installation Total	\$9,384.00
Programming, Design, and Project Management	\$2,647.93
Sales Tax 9.25%	\$1,581.31

TOTAL INSTALLED \$30,708.48

Price Valid until: April 25th, 2024

This Job has been bid at current Prevailing Wage

**** We also have available a "Used" Video Server that is 6TB at a cost of \$1,500.00 + Licensing Fees. This "Used" server comes with a 6-month warranty.***

Notice: We are currently 3-6 Weeks Out. Please take this into consideration when scheduling your Security System Install

This proposal assumes that the existing equipment and wiring is in good working condition. Any repairs to existing equipment and/or wiring will be billed on a time and material basis in addition to this proposal.

Please sign and return this proposal for acceptance & scheduling.

Sign: _____ Date: _____

Product Details



A-Series 6 TB IP 2U Rackmount recorder with 4 IP cameras licenses (64 max). exacqVision Professional and Win10

IP04-06T-R2A

IP 2U recorder with 4 IP cameras licenses (64 max). exacqVision Professional or Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win10 or Ubuntu Linux 16.04 on SSD. HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs. Keyboard and mouse included. [Click here](#)
Dimensions:



24" Full HD LED Backlit Display

VA2447-MH

ViewSonic VX2457-MHD 24" Full HD 1080P AMD FreeSync Gaming Monitor, 1000:1, 300cd/m2, HDMI, VGA, DisplayPort, Built-in Speaker, VESA Mountable [Click here](#)
Dimensions:



19" Video Server Rack

19" Video Server Rack

[Click here](#)

Dimensions:



APC BR700G Back-UPS Pro 700VA

BR700G

This product is part of the Back-UPS Pro range. This 700VA UPS has 6 total outlets, 3 outlets provide UPS power backup and surge protection, 3 outlets offer surge protection only. It features a built-in AVR and a LCD interface with audible alarms. Its dimensions are 7.48 x 3.58 x 12.2 inches and 15.76 lbs. The Back-UPS Pro family offers guaranteed power protection for high-performance computer systems, routers, external storage devices, game consoles, and other home and business electronics. [Click here](#)

Dimensions: 3.58"w 12.2"h 7.48"d



8MP IR Varifocal Dome Network Cameras

SIP48D4V/MZ

- High quality imaging with 8 MP resolution
- Motorized varifocal lens for easy installation and monitoring
- Efficient H.265+ compression technology
- Clear imaging against strong backlight due to 120 dB true WDR technology
- Focus on human and vehicle targets classification based on deep learning
- Audio and alarm interface available
- Water and dust resistant (IP67) and vandal-resistant (IK10) [Click here](#)

Dimensions:



Dome Camera Back Boxes

ES1280ZJDM55

Aluminum alloy material with surface spray treatment
Waterproof Design
Junction Box for Dome Camera
Appearance: White
Material: Aluminum Alloy
Dimension: 157×185×51.5mm
Weight: 621g [Click here](#)
Dimensions:



8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras

SIP48B6V/MZ

- High quality imaging with 8 MP resolution
- Motorized varifocal lens for easy installation and monitoring
- Efficient H.265+ compression technology
- Clear imaging against strong backlight due to 120 dB true WDR technology
- Focus on human and vehicle targets classification based on deep learning
- Audio and alarm interface available
- Water and dust resistant (IP67) and vandal-resistant (IK10) [Click here](#)

Dimensions:



Bullet Camera Back Boxes

ES1260ZJ

Aluminum alloy material with surface spray treatment
Waterproof Design
Junction Box for Bullet Camera
Appearance: White
Material: Aluminum Alloy
Dimension: 157×185×51.5mm
Weight: 621g [Click here](#)
Dimensions:



8 MP Panoramic Fixed Dual Turret IP Camera

SIPSP8MASBR4

- Housing: Panoramic
 - Resolution: 4K / 8MP
 - Lens: 4.0mm Fixed
 - Night Vision: Full Time Color, LED
 - WDR: True WDR
 - Water Resistance Rating : IP67
 - NDAA Compliant: No
 - VCA Features: Active Deterrence, Basic VCA, Human / Vehicle Classification
 - Hardware Features: Alarm In, Alarm Out, Audio In, Audio Out, POE, SD Card [Click here](#)
- Dimensions:



Dome / Pano Camera Wall Mount Bracket

ES1473ZJ155

Material: Aluminum alloy
Color: Hik white
Dimension: 155 mm × 183.5 mm × 240 mm (6.1" × 7.22" × 9.45")
Weight: 650 g (1.4 lb.) [Click here](#)
Dimensions:



16-Port PoE+ Managed Smart Switch

GS418TPP

Smart Managed switch with 240W PoE budget available across 16 Gigabit PoE+ ports (802.3at)
2 dedicated Gigabit SFP fiber ports for aggregation to your network core
Easy-Mount options for in-ceiling, wall, pole or rack quiet mounting with max. 33dB at 25 degree C (77-degree F)
Advanced Smart features include Layer 3 static routing with 32 routes (IPv4 and IPv6)
Easy-to-use Web browser-based management GUI, no need for an IT expert [Click here](#)
Dimensions:



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization for Specialized Services-Allmax Software Custom Report Work

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is seeking authorization for AllMax Software to provide custom septic and reclamation nitrogen reports. AllMax Software's Operator 10 Program is currently used to generate monthly, quarterly, and annual reports for the treatment facility. The WWTF would like to expand the current Operator 10 Program to include monthly septic billing and reclamation area nitrogen reports. AllMax Software would create the new reports and add them to the existing database.

AllMax Software submitted a quote of \$7,500 to generate the custom septic billing and reclamation area nitrogen reports. Funding for the project will be the 2023-2024 WWTF operating budget.

RECOMMENDATION: That the City Council;

1. Award the software custom report work to AllMax Software in the not to exceed amount of \$7,500;
2. Direct the Finance Director to initiate a Purchase Order to AllMax Software in the not to exceed amount of \$7,500; and
3. Direct the Finance Director to make payment to AllMax Software upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS: 1. AllMax Software Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



City of Porterville CA WWTF - Custom Reporting

City of Porterville CA WWTF
Porterville, California 93257

Daniel Harris
dharris@ci.porterville.ca.us
5597827501

Reference: 20240516-142104125
Quote created: May 16, 2024
Quote expires: July 15, 2024

AllMax Software
PO Box 121

Roundhead, OH 43346
United States

Prepared by: Daryll Dorman
Sales Manager
ddorman@allmaxsoftware.com
+18006701867

Total **\$7,500.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Customized Report	1	\$7,500.00
SUMMARY		
One-time subtotal		\$7,500.00

Total	\$7,500.00
Total contract value	\$7,500.00



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization to Award Annual Polymer Purchase Contract

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) is seeking an Annual Polymer Contract for its screw press dewatering process. The screw press uses polymer to facilitate the release of water from its anaerobically digested solids. The screw press and polymer treatment process increases the solids concentration from 1.5% to over 17%, thereby accelerating the drying process.

The WWTF contacted three polymer vendors for quotes. The quotes are as follows:

Aqua Ben Corporation	\$1.85/lb
Solenis	\$1.91/lb
Univar Solutions	\$2.86/lb

Aqua Ben Corporation has been identified as the lowest quote for securing the Annual Polymer Purchase Contract for the WWTF. The WWTF is also seeking the option to extend the contract for an additional one-year term, providing both parties mutually agree to any price adjustment after the first year. The annual expenditure is projected at \$250,000 for the polymer contract, which is to be funded from the Wastewater Operating Budget.

RECOMMENDATION: That the City Council:

1. Award the Wastewater Treatment Facility Annual Polymer Contract to Aqua Ben Corporation for a submitted quote of \$1.85/pound for polymer HF 714F; and
2. Authorize the Public Works Director to sign the Wastewater Treatment Facility Annual Polymer Contract with the option to extend the contract for an additional one-year term providing both parties mutually agree to any price adjustments after the first year.

ATTACHMENTS:

1. Aqua Ben Corp. Quote
2. Solenis Quote
3. Univar Solutions Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



1390 N Manzanita St.
Orange, CA 92867
Phone (714) 771-6040 Fax (714) 771-1465

Quotation

DATE 2/8/2024
Quotation # 2082024
Customer ID PortV

Quotation For:
Daniel Harris
Water Utilities Superintendent
City of Porterville
1333 W. Grand Ave
Porterville, CA 93257
(559)782-7501

Quotation valid until: Annual Contract
Prepared by: JSW

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
CLP			LTL	Destination	Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	HF 714F in 2300 lb. totes	\$ 4,255.00	T	\$ 4,255.00
	\$1.85 / lb. Delivered			
	Delivered one at a time			
	This price will be valid for annual			
	contract, with start date TBD			

SUBTOTAL	\$ 4,255.00
TAX RATE	9.25%
SALES TAX	393.59
OTHER	-
TOTAL	\$ 4,648.59

If you have any questions concerning this quotation, contact Carolyn Pecht, at 949-689-4907 or carpecht@sbcglobal.net

THANK YOU FOR YOUR BUSINESS!



solenis.com

Dane Marcelletti

Authorized Agent
Southwest and Hawaii Area
California Environmental

Mobile: (805)660-8345

Email: dane@ced.biz

February 12, 2024

City of Porterville

Dear Mr. Harris,

Solenis, LLC. Is pleased to quote The City of Porterville \$1.91 per pound for our Praestol K 290FLX cationic emulsion polymer. This is a delivered price, including freight.

This price will be held firm for the coming fiscal year.

Solenis, LLC. is excited to build a partnership with The City of Porterville as a valued customer.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a series of connected loops and a long horizontal stroke.

Dane Marcelletti

Hi Daniel,

Our delivered price for Praestol K 290 FLX is \$2.86/lb. 1 full tote is 2,290 lbs which is \$6,549.40. Are we comparable to your current supplier?

Thank you,

Danielle Pruett

Sales Account Manager – Water Treatment

Univar Solutions

Central/Northern California

M: 559-365-0273

danielle.pruett@UnivarSolutions.com

UnivarSolutions.com



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All transactions are subject to Univar Solutions' standard Terms & Conditions, available at <https://www.univarsolutions.com/sales-terms/> or upon request. Univar Solutions rejects all other terms and conditions unless otherwise agreed upon in writing by an authorized Univar Solutions representative. All pricing is subject to change based on the date the material is shipped.

UnivarSolutions.com



Order



Track



Documents



Quotes



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization to Award Ferric Chloride Purchase Contract

SOURCE: Public Works

COMMENT: The City of Porterville Wastewater Treatment Facility (WWTF) is seeking an Annual Ferric Chloride Purchase Contract. Ferric chloride is added to the treatment process to control the concentration of hydrogen sulfide in wastewater and digester gas. The addition of ferric chloride is also required by the Air Board to control hydrogen sulfide concentrations in digester gas, and helps in reducing odors and corrosion of equipment.

The WWTF contacted three ferric chloride vendors. The quotes are as follows:

California Water Tech.	\$0.265/wet Ib delivered
Kemira Water Solutions	\$0.270/wet Ib delivered
Brenntag Pacific	\$0.377/wet Ib plus \$433.50 delivery and \$25 insurance charge

California Water Technologies has been identified as the lowest quote, therefore securing the Annual Ferric Chloride Purchase Contract. The WWTF is also seeking the option to extend the contract for an additional one-year term, providing both parties mutually agree to any price adjustment after the first year. The annual expenditure is projected at \$100,000 for the ferric chloride contract, which is to be funded from the Wastewater Operating Budget.

RECOMMENDATION: That the City Council:

1. Award the Wastewater Treatment Facility Annual Ferric Chloride Contract to California Water Technologies for the submitted quote of \$0.265/wet Ib for ferric chloride; and
2. Authorize the Public Works Director to sign the Wastewater Treatment Facility Annual Ferric Chloride Contract with the option to extend the contract for an additional one-year term providing both parties mutually agree to any price adjustments after the first year.

ATTACHMENTS:

1. Calf. Water Tech. Quote
2. Kemira Water Quote
3. Brenntag Pacific Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



california water technologies LLC

8851 Dice Road Santa Fe Springs, CA 90670
Telephone: (866) 337-7427 Fax: (562) 698-6165

May 21, 2024

Daniel Harris
Wastewater Utilities Superintendent
City of Porterville, CA.

Dear James,

California Water Technologies appreciates the opportunity to provide the City of Porterville with a Ferric Chloride contract pricing proposal for the next fiscal year. We are pleased to offer assurance of contract supply to the City of Porterville with this proposal.

Product: Liquid Ferric Chloride, 41% Ferric Chloride Solution, NSF60
Certified, Drinking Water Grade

Price: \$0.265 per wet pound. Delivered in full tanker loads (~47k lbs.)

Effective Dates: 7/1/24-6/30/25

Thanks again for the opportunity to provide this proposal. We look forward to your response.

Jeremy Rosenfeld/ Regional Sales Manager



Price Quote

Customer: **City of Porterville, CA**

Date: **5/15/2024**

Contact: **Roberto C. ALVAREZ / Daniel HARRIS**

Sold-to: **174242**

Phone: **559-782-7505 / (559)333-6619**

Ship-to: **174243**

Email: ralvarez@ci.porterville.ca.us
dharris@ci.porterville.ca.us

Account manager: **Melanie Lefebvre**

Object: **Price quotation for the supply and delivery of :** **PIX-311**

Dear Mr. Roberto C. ALVAREZ / Daniel HARRIS

Kemira is pleased to provide you pricing for the following:

Material:	NSF FERRIC CHLORIDE 13.8%FE	SAP# 42768
Price:	\$0.270 / Wet LB	, Delivered (PPD)
Minimum Quantity:	47,000 Wet LB	, Full truckload
Validity: **	From 5/15/2024 to 2/28/2025	
Lead time:	Varies between 4 and 6 working days / Confirmed on order	
Payment term:	Net thirty / Taxes Extra	

* Pricing includes 2 hours for unloading upon arrival; additional demurrage (\$100/hr) may apply to accommodate customer situation beyond initial period.

* Additional freight and handling charges may apply for any returned or re-directed product.

* Up to an additional \$300 per order for split deliveries or special unloading requirements. Repackaging charge of \$250.00 when unloading tank truck to IBC totes.
The customer personnel must dispense the material into the IBC, the truck driver shall remain at the tank truck operating the tank.

For all inquiries and / or orders, please contact us at:

To place an order with our customer service department

Phone **1-800-927-3950**

For emergencies outside business hours.

Email IW-customerservice@kemira.com

Opening hours 8:00 am to 6:00 pm, Monday to Friday.

Thank you for working with Kemira.

MELANIE LEFEBVRE

Account manager

INDUSTRY & WATER, Water, NA

Phone +1 450 809 0183

Mobile +1 514 229 7936

melanie.lefebvre@kemira.com

***Although the noted pricing is valid as indicated above, based on current market situation, pricing may be subject to adjustment if market conditions unforeseeably change. However, we will make every effort to hold pricing for the period mentioned above.*

Good Morning Daniel,

I hope your weekend went well. Please find quote below and documentation attached for Ferric Chloride 38-40% NSF.

Brenntag Pacific Price Quotation – 5/21/2024 – Minimum Order Charge is \$600 Per Invoice

<u>Product</u>	<u>Manufacturer</u>	<u>Product Code</u>	<u>Package Size</u>	<u>Quantity</u>	<u>Price</u>
Ferric Chloride 38-42% NSF	BNA	475209	bulk	4000 gal / 47,000 lbs	0.3770/lb

Transportation Charge for Bulk Shipments is **\$433.50** per order (changes monthly)

Insurance Charge is **\$25.00** per order

Delivered to **Porterville, CA**

Unless otherwise noted or agreed to by us in writing, the above price(s) is/are subject to change upon written notice.

Terms & Conditions can be found at <http://bna.brenntag.com/Terms/Terms?req=OESWIIGPDRHSSISDIRT>

Much Appreciated, Daniel,

Rae Ruiz

Account Manager

Essential Products Business Unit



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization to Distribute Request for Qualifications (RFQ) for Professional Consulting Services - Development of an Active Transportation Plan

SOURCE: Community Development

COMMENT: The Active Transportation Program (ATP) was created by Senate Bill 99 to encourage increased use of active modes of transportation, such as walking and biking. The goals of this program include: increasing the proportion of trips made by walking and biking, increasing the safety and mobility of non-motorized users, advancing efforts to achieve greenhouse gas reduction, enhancing public health, and providing projects to benefit many types of active transportation users, including disadvantaged communities.

The City of Porterville was successful in securing awards for ATP grant funds in Cycles 5 and 6, for the Butterfield Stage Corridor and HAWK Pedestrian Crossing Projects. However, the program continues to be extremely competitive, even more so with the recent reduction of funding to the program.

In order to remain competitive for future ATP grant cycles and other grant opportunities that may arise, the City, in partnership with Tulare County Association of Governments (TCAG), is seeking to utilize experienced transportation planning consultants for the development of an active transportation plan.

An active transportation plan will identify and seek to address challenges to mobility, improve and establish connections between destinations, and prioritize improvements for pedestrians, bicyclists, and non-motorized transportation users. Due to the complexity of the task, staff is unable to perform the necessary technical studies and functions required for the plan. At this time, staff is requesting authorization to distribute a Request for Qualifications (RFQ) for a specialized consultant with expertise in this field.

The services to be rendered under this contract would consist of, but not be limited to, project administration, public engagement, existing conditions analysis, recommendation/prioritization of projects, and preparation of an active transportation plan.

TCAG has programmed funds in its Overall Work Plan (OWP) for the City of Porterville ATP Plan, and will reimburse the City for the costs to develop the plan.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Qualifications for Consulting Services for the development of an active transportation plan.

ATTACHMENTS: 1. Draft RFQ for AT Plan

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR QUALIFICATIONS

**Professional Consulting Services – Development of an Active
Transportation Plan
June 2024**

**PREPARED BY:
COMMUNITY DEVELOPMENT DEPARTMENT
23/24– SR____**

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) from qualified consultant firms, specializing in pedestrian/bicycle planning to provide professional and technical planning services for development of an Active Transportation Plan (ATP). The purpose of the ATP will be to identify opportunities to improve walking and biking use and help the City address regional goals to reduce vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions, and improve the physical health of Porterville residents.

This document identifies the general project scope and procedures for Consultant involvement in this process. Responding consultants must have relevant experience preparing bicycle and pedestrian transportation improvement plans of comparable scale and complexity for similar communities, with extensive community outreach, public engagement and plan facilitation experience.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFQ. Consultant shall not discriminate against any sub-consultant, employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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 Monday, July 8, 2024**. Three (3) copies of the proposal and one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for Active Transportation Plan" Cost proposals shall not be submitted until requested by the CITY. Proposals shall be addressed to:

Claudia Calderon, Acting Community Development Director
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:

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

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

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional

staff members familiar with the project requirements, will review all proposals and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled to occur the 3rd week of July, 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, August 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 OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR ACTIVE TRANSPORTATION PLAN

The City of Porterville seeks “Statement of Qualifications” (SOQ) from qualified engineering firms for the purpose of developing an Active Transportation Plan. Responding consultants must have relevant experience and the ability to provide the requisite professional services.

SCOPE OF SERVICES:

This document identifies the general project tasks and procedures for Consultant involvement in this process. The Consultant, under the supervision of, and in coordination with the City’s project manager, shall be responsible for the tasks and program/document requirements as per the following sections:

TASK 1: PROJECT ADMINISTRATION

Task 1.1 Project Initiation

Within two (2) weeks of receiving the Notice to Proceed, the Consultant will work with City staff to facilitate a project kickoff meeting. The Consultant will lead the meeting, establish clear direction and communication protocols, and refine the schedule with project scope.

The Consultant shall present a proposed project scope, budget, schedule, and introduce plans to establish and maintain regular communication with City staff. The Consultant shall describe how to conduct, coordinate, and share outreach activities, data collection and analysis tasks, mapping outputs, and associated deliverables and reports.

The Consultant shall be responsible for developing project templates for each category of project deliverables to ensure consistency of format, layout, and overall design within deliverable types (e.g., for reports, presentations, and Geographic Information Systems (GIS) layouts, displays, tables, figures, etc.).

The Consultant shall prepare and submit meeting minutes within five (5) business days of the kickoff meeting to document the discussion and outcomes. Minutes shall be submitted to the City for review and comment.

The Consultant shall develop a detailed project schedule and budget. All tasks and subtasks, meetings (including public outreach activities), and major milestones and deliverables shall be identified on the schedule and budget spreadsheet.

The schedule and budget will be employed to allocate resources, establish task sequencing, track project execution, and review project status throughout the length of the planning effort. The Consultant shall also be responsible for developing and

maintaining a simplified version of the schedule for presentation to a broader audience, including City's standing committees, members of the public, and City Council.

Deliverables: Kickoff meeting; agenda; presentation and handouts; minutes and action items. Project schedule and budget breakdown

Task 1.2: Project Management

The Consultant will facilitate monthly project management meetings with the City. The Consultant will prepare a meeting agenda; review project status; and document any issues or concerns, action items, and/or corrective steps, in the meeting minutes. The task leaders may need to participate as requested by the City. The Consultant may use video or audio-conferencing software to conduct these meetings as needed. On a monthly basis, the Consultant will provide a status report and invoice documenting progress towards each task.

Deliverables: Monthly Project Management Status Meetings; Meeting Agendas; Project Status Reports; Meeting Minutes and Action Items; Monthly Status Report and Invoice.

TASK 2: PUBLIC ENGAGEMENT

Task 2.1: Public Participation Plan

The Consultant shall develop a project Public Participation Plan (PPP) that identifies outreach methods, potential participants, event dates, times, formats, and goals for each outreach activity. The PPP will provide an approach that encourages open communication, generates meaningful dialogue across transportation related issues, proactively identifies issues and concerns throughout the planning process, and tailors information appropriately for its varied audiences. The Consultant shall develop the PPP plan and submit to the City for review and approval within three (3) weeks of the kickoff meeting.

The PPP will provide an approach to engage a diverse group of stakeholders, organize and conduct public workshops or similar outreach events, including walk and bike audits, and develop outreach collateral and exhibits for public engagement activities. Project promotional materials must be provided in both English and Spanish to maximize public participation, and meetings must have translation services available. The input collected from each public outreach task will be documented in the Appendix of the Active Transportation Plan. The Consultant may use video or audio-conferencing software to conduct these public meetings if in-person events are not feasible due to public health concerns.

Deliverables: Public Participation Plan (PPP)

Task 2.2: Public Input Survey

The Consultant shall prepare and administer at least one (1) survey or questionnaire regarding existing travel patterns, origins and destinations, existing conditions, recreational and commuter needs, and other issues (e.g. safety, network, accessibility, mobility, connectivity, barriers or other needs), route preferences, limitations in existing routes, routes needing maintenance or infrastructure improvements, wayfinding and signage issues, and perceived safety issues.

The survey shall be accessible on the City website as well as other analog formats identified in the Consultant's Project Public Participation Plan.

***Deliverables:** Survey/questionnaire; survey results report, mailing list*

Task 2.3: Public Engagement Activities

The Consultant shall engage the public to inform about project goals, potential projects, and benefits/impacts. The Consultant will also be responsible for collecting community feedback regarding need, issues and challenges for both existing and potential active transportation travel. Utilization of Berkeley SafeTREC - Street Story as a tool for community input collection or something similar is desired. The outreach events should consider in-person or virtual public meetings or workshops, attendance at significant regional events (e.g., Bike to Work Month events, parades, or other public events), and through other activities as identified in the project PPP.

The Consultant shall be responsible for developing, reproducing, presenting, and distributing outreach materials (e.g., agendas, displays, presentations, layouts/maps, graphics, fact sheets, flyers, meeting notices and/or other materials).

The Consultant shall be responsible for documenting outreach activities undertaken as part of the public involvement effort in a Public Participation Summary Report. The report will present the description of activities, attendees, dates, and locations and will include the invitations, agendas, presentations, and meeting minutes. Additionally, fact sheets/newsletters, comments and responses, notifications, and other materials developed in support of outreach will be compiled in the report. The report may be integrated as an appendix to the ATP.

***Deliverables:** Public participation summary report; collateral for outreach events, including agendas, displays, presentations, layouts/maps, graphics, fact sheets, flyers, meeting notices and/or other materials.*

TASK 3: EXISTING CONDITIONS ANALYSIS

Task 3.1: Plan and Policy Review

The Consultant shall gather and review relevant planning and policy documents from federal, state, and local agencies and summarize policies, goals, programs, and projects involving active transportation. The review shall identify planned regional and local routes and projects, determine the progress made on previous planning efforts and studies with a goal to ensure the proposed ATP complements existing and prior City efforts.

The City is in the process of developing an Americans with Disabilities Act (ADA) Transition Plan, with relevant data collection efforts complete for incorporation into the ATP. Specifically, the sidewalk inventory and assessment of ADA-compliant curb ramps are planned to be complete for use in developing the ATP. This data will assist in identifying critical gaps in the accessible pedestrian network.

Deliverables: Existing plans and policies summary (Technical Memorandum)

Task 3.2: Develop Goals, Objectives, and Performance Measures

The Consultant shall develop short, medium and long-range goals, objectives, and performance measures in accordance with local, state, and federal policies and guidelines. Performance measures may include biking and walking as a commuting mode share, bicycle and pedestrian counts as well as determining if there are ideal locations within the City where mechanisms could be installed to collect ongoing metrics, miles of new bike paths, bike lanes or sidewalks, and annual investments in active transportation infrastructure, among others.

Deliverable: Draft goals, objectives, and performance measures (Technical Memorandum)

Task 3.3: Existing Conditions Review

The Consultant shall develop a comprehensive baseline map using Geographic Information Systems (GIS) software and summary report that includes a geographic and demographic review of the City. The Consultant shall produce maps that identify collision locations involving injuries and fatalities, current and future land uses, and other relevant data that informs project development and prioritization.

The Consultant shall also inventory and assess existing on-off road active transportation facilities, such as sidewalks, bikeways, multi-use paths, and other enhancements supportive of active transportation, bike racks, and bicycle lockers. The Consultant shall develop tables, graphics, and GIS layouts to illustrate the conditions, including, but not limited to, level of cycling stress analyses, barrier analyses, and/or origin-destination analyses.

Deliverables: Existing conditions summary (Technical Memorandum)

Task 3.4: Needs Assessment

The Consultant shall identify needs on the City's active transportation network based on prior tasks analysis and public input. The needs assessment shall consider future growth, safety with respect to bicyclists and pedestrians, existing gaps in and deficiencies of the active transportation network, mobility and accessibility across all ages and abilities, and public and stakeholder feedback recorded during the outreach process.

Deliverable: Needs Assessment Summary (Technical Memorandum)

TASK 4: PROJECT RECOMMENDATIONS

Task 4.1: Develop Project Recommendations

The Consultant shall identify strategies and compile a prioritized list of infrastructure improvements that fill active transportation gaps, improve mobility and accessibility for all ages and abilities, address safety concerns, and promote bicycling and walking throughout the City as identified in the existing conditions and needs analysis.

Strategies shall also include non-infrastructure solutions and programs to help encourage, educate and enforce safe walking and biking practices consistent with the goals and objectives of the plan. This prioritized list shall also consider strategies to mitigate environmental impacts, including water quality, flooding considerations, fire hazards, etc. The Consultant, in coordination with City, shall develop strategies to address needs and develop a methodology for prioritizing investments and strategies, including grant opportunities, as part of this task.

Deliverable: Project recommendations summary (Technical Memorandum); Cost estimates

Task 4.2: 2D Elevation View and 3D Graphic Renderings

Following discussion with City staff regarding the prioritized improvements and project recommendations identified, the Consultant shall provide conceptual renderings of the proposed projects through 2D and 3D exhibits and renderings using Sketchup and Lumion software, and Adobe Photoshop (or similar City approved software). Renderings should provide several viewpoints to display conceptual schematic and landscape designs and be provided in electronic and hardcopy format to the City.

Deliverable: 2D and 3D conceptual renderings for project recommendations

Task 4.3: Financial Analysis

The Consultant shall provide a planning-level cost estimate for recommended strategies and infrastructure improvements. The cost estimates should include forecasts for capital, operations, and maintenance funding to ensure the long-term financial feasibility and sustainability of active transportation investments. The Consultant shall also identify available funding sources for active transportation projects, including Federal and State grants, private capital, and local funds by project or strategy. The financial analysis will group the strategies using different mechanisms or categories (e.g., by local agency and by project type, as needed).

Deliverables: Financial analysis (Technical Memorandum)

TASK 5: PREPARE ACTIVE TRANSPORTATION PLAN

Task 5.1: Develop Report

Based on the results and feedback derived from previous tasks, the Consultant shall develop a Draft, and Final ATP. The ATP will also include an executive summary and appendices to provide access to other key deliverables and work products developed over the planning process.

Task 5.2: Council Presentation

The Consultant will be available to develop a presentation and attend up to two public meetings to solicit input or project approval from City of Porterville City Council. The Consultant will work with City staff to identify the appropriate meetings to attend and present the project summary and recommendations.

Deliverable: Active Transportation Plan (draft and final); all project files, supporting technical data, reports, and documentation, and compilation of comments received and responses. Presentation slides and attendance at up to two Council meetings.

DESIRABLE QUALIFICATIONS OF THE CONSULTANT:

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

1. Experience in the preparation of an Active Transportation Plan for other agencies similar in size and need.
2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. The "design team" should be comprised of professionals with the technical competence and resources to perform the work specific to this RFQ.

4. The “design team” should include the proper mix of professionals capable of producing the desired outcome of CITY.

GENERAL CONDITIONS AND REQUIREMENTS:

1. The Consultant shall carry out the instructions as received from the City Project Manager and shall cooperate with City, State and any other agencies working on the project.
2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this contract. In those instances where the Consultant believes a better design or solution to the problem is possible, the Consultant shall promptly notify the City of these concerns, together with the reasons therefore.
3. The Consultant has total responsibility for the accuracy and completeness of all data, plans, and estimates prepared for this project and shall check all such material accordingly. While the City may review such data, plans, and details for quality, completeness and conformity with City Design Standards, Caltrans Design Standards, the California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA), the responsibility for accuracy and completeness of such items remains solely that of the Consultant. **The Consultant or the Consultant’s subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of the City or without using the statement “or approved equal”.**
4. The plans, designs, estimates, calculations, reports, and other documents furnished under this Scope of Work shall be of a quality acceptable to the City Project Manager. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked, and having the preparer and checker identified. The minimum standard of appearance, organization, and contents of the documents shall be that of similar types produced by Caltrans.
5. The Consultant shall provide the services for the Project in close liaison with the City.
6. To ensure understanding of contract objectives, meetings between City and the Consultant will be held monthly or as often as deemed necessary by the City Project Manager. All work objectives, the Consultant’s work schedule, the terms of the contract, and any other related issues will be discussed and any issues or problems resolved.
7. The Consultant may establish direct contact with governmental regulatory and resource agencies and others for the purpose of obtaining information, expertise, and assistance in developing baseline data and resource inventories. The Consultant shall maintain a record of all such contacts and shall transmit copies of those records to the City on a regular basis.
8. Where the Consultant is required to prepare and submit studies, reports, plans, etc., to the City as required by this Scope of Work, these shall be submitted in draft as scheduled and the opportunity provided for the City to direct revisions, prior to final submission.

LOCAL AGENCY RESPONSIBILITIES:

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

The CITY's Contract Administrator will directly handle the project management and monitoring of the CONSULTANT's work to ensure it is complete, accurate, and consistent with the terms and conditions of the CONSULTANT 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 CONSULTANT
- Monitor the CONSULTANT's progress and provide direction
- Review billings and determines whether costs billed are reasonable in relation to the work performed during billing period
- Approve the CONSULTANT's progress payments
- Identify other CITY personnel for CONSULTANT to contact, if needed
- Provide access to CITY facilities as required
- Provide available data pertinent to the Project
- Provide CONSULTANT with CITY documents including policies, procedures, regulations and standards pertinent to the Project
- Attend meetings with CONSULTANT, and conduct meetings where appropriate
- Provide a list of stakeholders and other agency personnel involved with the Project
- Examine documents submitted to CITY by CONSULTANT and render decisions pertaining thereto in a timely manner

ATTACHMENTS:

- A. Consultant Selection Rating Form**
- B. Sample Consultant Services Agreement**
- C. Current City Plans**
 - a. General Plan (applicable sections)**
 - b. Draft Parks Master Plan**
 - c. Circulation Element**

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

Highest Possible Score = 100

CITY OF PORTERVILLE AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of ____, 20__, between the City of Porterville, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.
2. **STATUS OF CONSULTANT.** Consultant is, and shall at all times, remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.
3. **CONSULTANT KNOWLEDGE OF APPLICABLE LAWS.** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.
4. **PERSONNEL.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement.

Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officers, officials, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.
5. **COMPENSATION AND METHOD OF PAYMENT.** Compensation and reimbursement to the Consultant shall be as set forth in Exhibit A attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses, shall not exceed \$_____ unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in (thirty) 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.
7. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City, or its designees, at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five years after receipt of final payment.
9. TERMINATION OF AGREEMENT. This Agreement will commence on _____, ____ and shall terminate on _____, _____, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.
10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.
11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.
12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property

located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87200.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section, unless otherwise required by law.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.
15. INDEMNIFICATION. *To the fullest extent permitted by law*, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONSULTANT's performance of its obligations under this agreement or out of the operations conducted by CONSULTANT, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONSULTANT's performance of this agreement, CONSULTANT shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonably legal counsels' fees, incurred in defense of such claims.

If pursuant to this agreement, CONSULTANT is providing design professional services, the above paragraph and any provisions, clauses, covenants, and agreements contained in, collateral to, or affecting this agreement, that purports to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, shall be unenforceable, except to the

extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. Contractual provisions, clauses, covenants, or agreements not expressly prohibited herein are reserved to the agreement of the parties.

For purposes of this section, "design professional" includes all of the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

The provisions of this section pertaining to the duty and cost to defend shall not apply to either of the following:

- A. Any contract for design professional services, or amendments thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.
- B. A design professional who is a party to a written design-build joint venture agreement.

16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:

- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
- B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
- C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
- D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence.
- E. Automobile liability insurance in the amount of Two Million Dollars (\$2,000,000) per accident for

bodily injury and property damage.

- F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- G. 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 and volunteers to be covered as 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, officials, employees 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 and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees 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 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 (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.
- H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.

17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition, marital status, or any other classification protected by law in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88- 352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

18. FEDERAL IMMIGRATION AND NATIONALITY ACT. To the extent required by all applicable laws,

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. Should Consultant so employ unauthorized persons for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized persons, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire, and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.
20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, the parties agree that it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:
 - A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - B. That each party has lawfully authorized the execution of this Agreement.
22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. This Agreement is entered into and is to be performed in Tulare County, California.
23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.
24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that they have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.
25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City
Attention:
City of Porterville
291 N Main St.
Porterville, CA 93257

To Consultant

Attention: Consultant Contact
Consultant Name
Consultant Mailing Address

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.
27. MEDIATION. In the event of a dispute between the parties, and prior to the commencement of any litigation, the parties agree to engage in good faith efforts to mediate the dispute, and to mutually agree on a mediator for that purpose.
28. ATTORNEYS' FEES. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Porterville

Consultant Name

Martha A. Flores, Mayor

Name, Title



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Approval of the 2024 Update to the Sanitary Sewer Management Plan

SOURCE: Public Works

COMMENT: The State of California's State Water Resources Control Board (SWRCB) adopted the statewide General Waste Discharge Requirement (GWDR) Order WQ 2022-0103-DWQ on December 6, 2022, which applies to all public collection system agencies in California that own or operate collection systems comprised of more than one mile of pipe or sewer lines which convey untreated wastewater to a publicly owned treatment facility.

The GWDR requires all agencies to develop and implement a Sanitary Sewer Management Plan (SSMP) in order to manage the wastewater collection system more effectively. The City's Sanitary Sewer Management Plan (SSMP) consists of eleven (11) updated individual components which need to be adopted by resolution.

The plan covers the City's legal authority to prevent illicit discharges into the sanitary sewer system. It also covers the operation and management of the system as well as a design and performance plan. The overflow emergency response plan details the actions and notifications the City must perform if a major sewer overflow event occurs.

One of the problems that sewer systems experience is the build-up in the lines of fats, oils, and grease (which is referred to as FOG). The Sanitary Sewer Management Plan (SSMP) addresses this issue with a FOG program that includes a public education component to inform residents of the problems associated with pouring fats, oils, and grease down their sink drain. Residents will be encouraged to scrape the oil and grease from cooking into a can and place it into the trash, or they can recycle it by bringing it to the City's household hazardous collection facility at the Corporation Yard. The Sanitary Sewer Management Plan (SSMP) also includes components to evaluate and monitor the system capacity and plan for its needs.

Staff recommends that City Council review the 2024 update to the Sanitary Sewer Management Plan, and adopt the draft resolution officially adopting the 2024 updated Sanitary Sewer Management Plan (SSMP).

RECOMMENDATION: That the City Council approve the draft resolution, adopting the 2024 Update to the City of Porterville's Sanitary Sewer Management Plan.

ATTACHMENTS:

1. Sanitary Sewer Management Plan Update 2024
2. Sanitary Sewer Management Plan Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE SANITARY SEWER MANAGEMENT PLAN

Prepared by:
Quad Knopf, Inc.
April 2010

Updated by:
City of Porterville
April 2024



City of Porterville
Public Works Department
2024

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City of Porterville SEWER SYSTEM MANAGEMENT PLAN

Management Plan Introduction

This management plan was prepared to meet the requirements of the State Water Resources Control Board (SWRCB) General Waste Discharge Requirement (GWDR) Order No. 2006-0003. On December 6, 2022 the SWRCB adopted Order 2022-0103-DWQ which supersedes the previous SWRCB Order 2006-0003-DWQ and amendments thereafter. The City of Porterville has updated its Sewer System Management Plan (SSMP) to conform with the requirements of the new General Order.

There are eleven (11) required SSMP elements to be included in the Plan:

- 1. GOALS**
- 2. ORGANIZATION**
- 3. LEGAL AUTHORITY**
- 4. OPERATIONS AND MAINTENANCE PROGRAM**
- 5. DESIGN AND PERFORMANCE PROVISIONS**
- 6. SPILL EMERGENCY RESPONSE PLAN**
- 7. SEWER PIPE BLOCKAGE CONTROL PROGRAM**
- 8. SYSTEM EVALUATION, CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS**
- 9. MONITORING, MEASUREMENT, AND PROGRAM MODIFICATION**
- 10. INTERNAL AUDITS**
- 11. COMMUNICATION PROGRAM**

Element 1: GOALS

1.1 Introduction

The Goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the City's sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur. These Goals are the first element of City's Sewer System Management Plan (SSMP).

1.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The GWDR requires at a minimum, that the City shall develop goals to accomplish the following:

- a) To properly manage, operate, and maintain all parts of the sanitary sewer collection system,
- b) To provide adequate capacity to convey peak flows,
- c) To minimize the frequency of sanitary sewer overflows (SSOs), and
- d) To mitigate the impact of SSOs.

1.3 SSMP Goals

The goals of the City of Porterville SSMP are to:

- a) Properly **manage, operate**, and **maintain** the sanitary sewer collection system;
- b) **Maintain** sanitary sewer design construction standards and specifications on new projects;
- c) **Verify** the sanitary sewer collection system has adequate capacity to convey sewage during peak flows;
- d) **Minimize** the frequency of sanitary sewer overflows;
- e) **Respond** to sanitary sewer overflows quickly and mitigate the impact of the overflow;
- f) **Provide** training on a regular basis for staff in collection, maintenance, and operations;
- g) **Encourage** and **support** participation in the California Water Environment Associations' voluntary Collection System Maintenance Program and on-going training programs;
- h) **Maintain** a Fats, Oil, and Grease (FOG) program to limit fats, oils, grease, and other debris that may cause blockages in the sewage collection system;
- i) **Identify** system blockages due to FOG and **develop** strategies to decrease backups;
- j) **Identify** and **prioritize** structural deficiencies and implement short-term and long-term maintenance and rehabilitation actions to address each deficiency;
- k) **Operate** all pump stations at peak efficiency and **perform** preventative maintenance on equipment at all sanitary sewer pump stations;
- l) **Refer** mainlines with repeat non-scheduled maintenance to engineering for evaluation;
- m) **Conduct** appropriate analysis/evaluation of SSOs utilizing historical maintenance and activity records to provide recommendations to reduce future risk;
- n) **Maintain** records of the sanitary sewer system and **respond** to inquiries;
- o) **Develop** a capital improvement program to maintain the current sewer assets, improve system reliability and provide adequate future capacity;
- p) **Meet** all applicable regulatory notification and reporting requirements; and
- q) **Provide** excellent customer service.

Element 2: ORGANIZATION

2.1 Introduction

This section identifies City staff responsible for implementing this SSMP, responding to an SSO event, and reporting of an SSO event.

2.2 Regulatory Requirements

As required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR) Order No. 2022-0103-DWQ the City's SSMP shall, at a minimum, identify the following:

- a) The name of the responsible or authorized representative;
- b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- c) The chain of communication for reporting SSO's, from receipt of a complaint or other information, including the person responsible for reporting SSO's to the State and Regional Water Board and other agencies is applicable (such as County Environmental Health Agency, Regional Water Board, and/or State Office of emergence Services (Cal OES)).

2.3 SSMP Responsibility Structure

The City's Department of Public Works is responsible for the City's Sanitary Sewer Collection System. This includes the daily operation and regular maintenance of the system. The primary contact for any sanitary sewer system problem or SSO event is the Water Utilities Superintendent.

The County Health Department is responsible for periodic inspection of commercial and industrial facilities that generate fats, oil and grease and discharge into the City's sanitary sewer collection system. The City's Department of Public Works coordinates as necessary with the County Health department to resolve any inspection issue. The primary contact for any construction inspection issue is the Building Official. The primary contact for any industrial waste issue is the Laboratory Superintendent.

2.4 Response Structure

Field Services Staff is the primary contact for the public to notify the City of any sanitary sewer system problem or SSO event. City staff is available to field calls during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.). During all other hours, calls are received by the City police department dispatch.

During normal business hours, phone calls regarding SSO events are directed to the Water Utilities Supervisor. The Supervisor then coordinates with available crews to address the situation as quickly as possible. Once the issue is resolved, an incident Summary will be created.

Outside of normal business hours, police dispatch will contact the emergency call-out person. The emergency call-out person will respond within an hour to the situation. Once at the site, the emergency call-out person will evaluate the situation and determine if additional help is necessary.

The emergency call-out person will notify the Water Utilities Supervisor if:

- More than one employee is called to assist;
- The SSO is over 1,000 gallons;
- The SSO enters surface water or a drainage channel;
- The SSO causes property damage or flooding in a building structure; or
- The SSO constitutes an imminent danger to the general public or environment.

The emergency call-out person will complete an incident Summary for all SSOs. The summary is then forwarded to the Water Utilities Supervisor for investigation and follow-up.

2.5 Reporting Structure

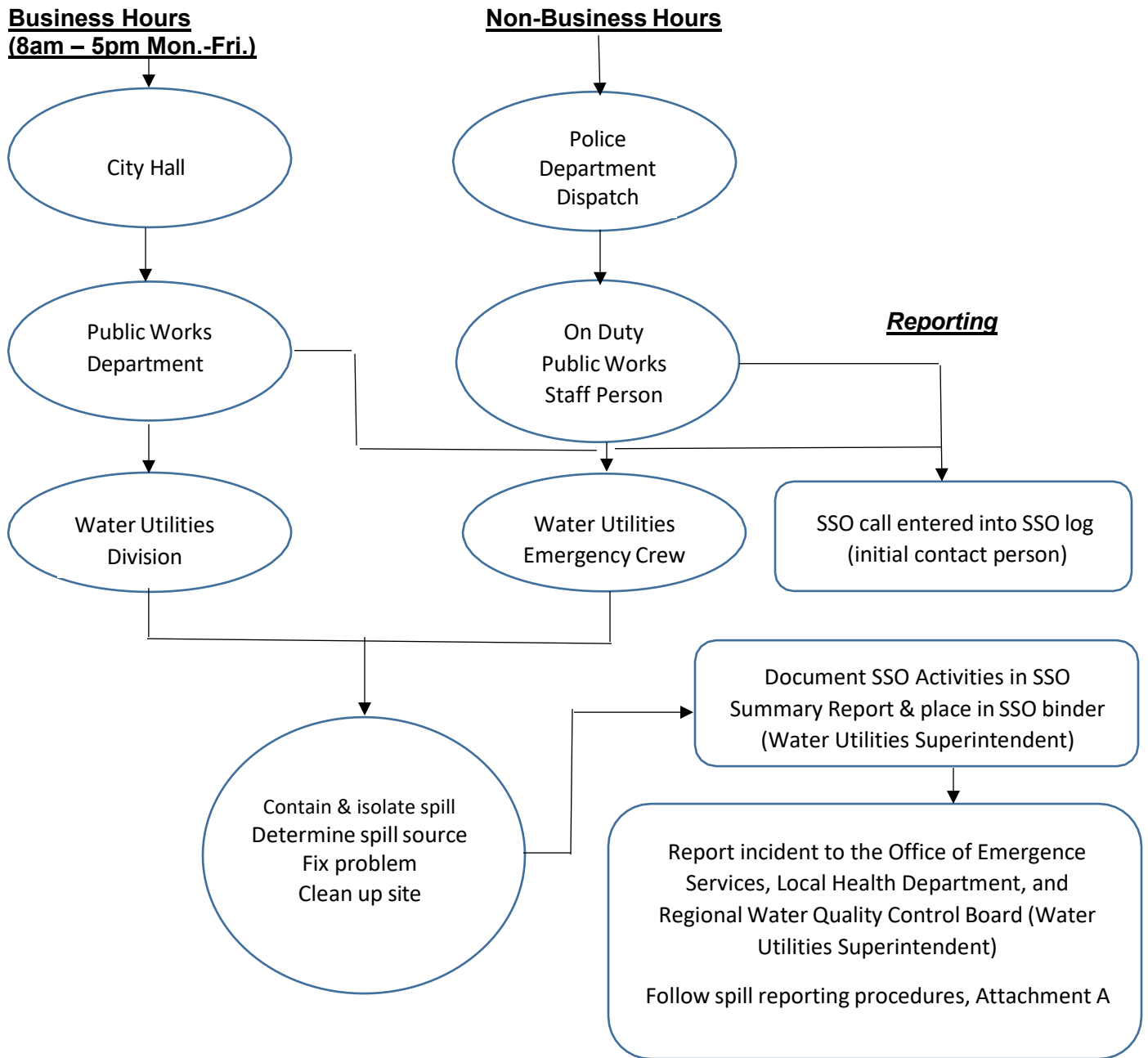
The Water Utilities Superintendent is responsible for ensuring that the following are completed for all SSO events.

- Creation of a reporting Log of initial notification of an SSO event
 - o The Log will include:
 - Time of event
 - Location of event
 - Callers name and contact info
- Preparation of an incident Summary
 - o The Summary will include:
 - Log information
 - Details of the issue
 - How the issue was resolved
 - What the suspected cause of the issue was
 - How prevention of similar issues can be effectively avoided
- Contact of any applicable state or local agency that should be notified of the SSO event
- Submission of an annual SSMP Report to SWQCB
 - o The Report will include:
 - A copy of the reporting Log
 - A copy of all incident Summaries
 - Any other board requirements

2.6 Response and Reporting Flow Chart

This following chart shows the response to an SSO event, and reporting of an SSO event. The Staff Responsibility Table identifies City staff responsible for implementing the elements of this SSMP.

CHAIN OF COMMUNICATION FOR REPORTING



Staff Responsibility Table

Name	Phone #	Title	Area of Responsibility
Michael Knight	559-782-7580	Assistant City Manager	Goals
Robert Alvarez	559-782-7505	Field Services Manager	Organization
Michael Knight	559-782-7580	Assistant City Manager	Legal Authority
David Payne	559-782-7516	Water Utilities Superintendent	Operations and Maintenance Program
Javier Sanchez	559-791-7879	Public Work Director - Engineering	Design and Performance Provisions
David Payne	559-782-7516	Water Utilities Superintendent	Spill Emergency Response Plan
David Payne	559-782-7516	Water Utilities Superintendent	Sewer Pipe Blockage Control Program
Javier Sanchez	559-791-7879	Public Work Director - Engineering	System Evaluation, and Capacity Assurance, and Capital Improvement Plan
David Payne	559-782-7516	Water Utilities Superintendent	Monitoring, Measurement, and Program Modifications
Michael Knight	559-782-7580	Assistant City Manager	Internal Audits
David Payne	559-782-7516	Water Utilities Superintendent	Communication Program

A general description of the SSMP positions associated with the wastewater collection system are listed here. The Public Works Director, Field Services Manager and Water Utilities Superintendent are designated as Legal Responsible Officers (LRO) for the City.

Assistant City Manager, Michael Knight– Establishes policy, plans strategy, leads staff, allocates resources, delegates responsibility, authorizes outside contractors to preform services, and may serve as public information officer.

Public Works Director - Engineering, Javier Sanchez - Prepares wastewater collection system planning documents; manages capital improvement delivery system; documents new and rehabilitated assets; and coordinates development and implementation of SSMP.

Field Services Manager, Robert Alvarez- Directs, manages, and administers all operational, engineering, and administrative activities of the City sewer collection system.

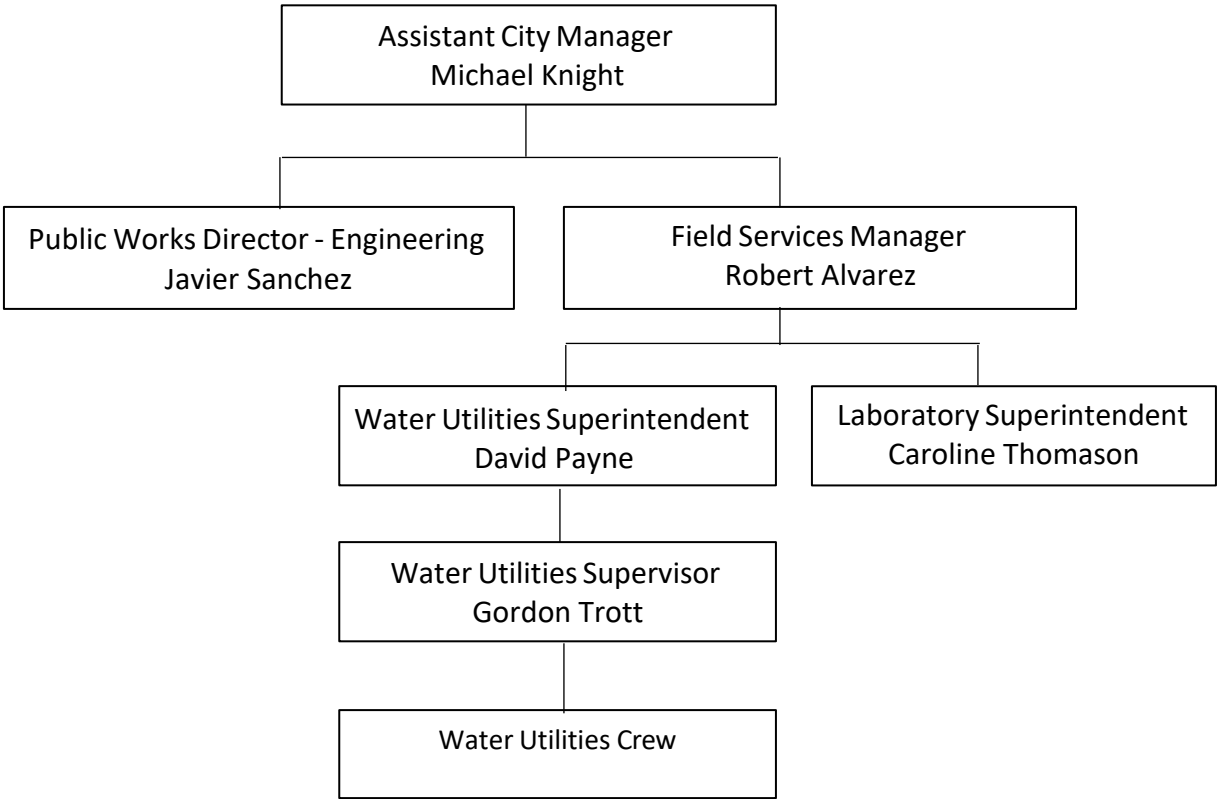
Water/Sewer Utilities Superintendent, David Payne - The authorized representative for reporting SSOs to the State and Regional Water Boards and other agencies as applicable. Manages field operations and maintenance activities, provides relevant information to City management, prepares and implements contingency plans, leads emergency response, investigates and reports SSOs, and trains field crews.

Water/Sewer Utilities Supervisor, Gordon Trott - Plans, organizes, directs, reviews, and reports on the work of field crews in the construction, repair, cleaning, locating and inspection of the sewer collection system.

Laboratory Superintendent, Caroline Thomason – Manages the Industrial Pretreatment Program which regulates industrial waste dischargers to the City sewer collection system.

Water Utilities Crew, Undertakes preventive maintenance activities, mobilizes and responds to notification of stoppages and SSOs, mobilizes sewer cleaning equipment, by-pass pumping equipment, and portable generators.

Organization Chart identifying lines of authority relative to the SSMP



Element 3: LEGAL AUTHORITY

3.1 Introduction

This section identifies City ordinances, and other regulations that allow the City to properly protect and maintain its sanitary sewer system.

3.2 Regulatory Requirements

As required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR) Order No. 2022-0103-DWQ, the City must demonstrate through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- a) Prevent illicit discharges into its sanitary sewer system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris, and cut roots, etc.);
- b) Require that sewers and connections be properly designed and constructed;
- c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and
- e) Enforce any violation of its sewer ordinances.

3.3 City Regulations

The following is a listing of the current Codes and Regulations that give the City the Authority to Implement the SSMP Program:

- a) Prevent Illicit Discharge
 - 1) Municipal Code Sections:
 - Chapter 25, Article IV, 25-60, "Permissible Sewage Discharges and Requirements."
 - Chapter 25, Article V, Division 2, "Regulations."
- b) Proper Sewer Design & Construction
 - 1) Municipal Code Sections:
 - Chapter 25, Article II, Division 2, 25-39&40, "Construction of Laterals and Trunk lines."
 - California Plumbing Code Requirements
 - City inspector approval
- c) Ensure Access
 - 1) Municipal Code Sections:
 - Chapter 25, Article II, Division 2, 25-43, "Ownership and Maintenance of Lines."
 - Chapter 25, Article V, Division 4, 25-105 & 106. "Monitoring Facilities, Inspection and Sampling."

d) Limit FOG Discharge

1) Municipal Code Sections:

- Chapter 25, Article IV, 25-61, "Prohibited Sewage Discharge."
- Chapter 25, Article V, Division 2, 25-85.1, "Grease, Oil, and Sand Traps."

e) Enforcement

1) Municipal Code Sections:

- Chapter 25, Article IV, 25-63, "Violation of Article."
- Chapter 25, Article V, Division 5, "Enforcement."

3.4 Other Agreements

The City has an agreement with the Porter Vista Public Utility District to receive and treat the districts wastewater. The District's wastewater is delivered to the City's treatment facility through the City's sanitary sewer system.

Element 4: OPERATION & MAINTENANCE PROGRAM

4.1 Introduction

This section of the Sewer System Management Plan (SSMP) is to describe the current operation of the City's wastewater collection system.

4.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The SSMP must include those elements listed below that are appropriate and applicable to the City's system:

- a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities;
- b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
- c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
- d) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and
- e) Provide equipment and replacement part inventories, including identification of critical replacement parts.

4.3 Collection System Maps

The City maintains an up-to-date Sanitary Sewer Atlas (Atlas), a physical booklet that maps the City's entire sanitary sewer collection system. Each page of the Atlas is referred to as a grid and covers a small portion of the City. The Atlas consists of a total of 121 grids. The Atlas is kept at the City corporation yard where it is kept up-to-date to reflect the latest sanitary sewer system installations and repairs.

The Atlas indicates the location of sanitary sewer manholes, lift stations, cleanouts, and all pipe segments with associated pipe sizes. The Atlas is used internally by the City staff for maintenance, planning, and design purposes.

Map updates typically occur whenever a new development project is completed. These updates occur within a month after project completion and acceptance by the City. Additional map updates and corrections occur when the Engineering department is notified by field personnel of any discrepancies found in the field.

4.4 Collection System Inventory

The City owns and operates an approximately 165 mile long wastewater collection system with 23 lift stations.

The City of Porterville's Lift Stations are listed below:

- | | |
|--------------------|--|
| • Lift Station #1 | East side Hwy 65 at Mulberry |
| • Lift Station #2 | Porter Rd. between Henderson and Grand |
| • Lift Station #3 | 1131 N. Newcomb |
| • Lift Station #4 | Newcomb and North Grand |
| • Lift Station #5 | Putnam & Mathew |
| • Lift Station #6 | South Jaye Street |
| • Lift Station #7 | 2515 West Scranton (Airport sludge beds) |
| • Lift Station #8 | Park & Success Dr. (PVPUD) |
| • Lift Station #9 | Morton and Westwood |
| • Lift Station #10 | Poplar Rd. & "G" St. |
| • Lift Station #11 | Mulberry & Mathew |
| • Lift Station #12 | By booster pump at O.H.V. Park |
| • Lift Station #13 | 459 N. Mathew |
| • Lift Station #14 | Newcomb & Date |
| • Lift Station #15 | Newcomb, 1150 ft. north of Hwy 190 |
| • Lift Station #16 | Mathew & Union |
| • Lift Station #17 | Scranton Ave. (West of Newcomb) |
| • Lift Station #18 | Westwood & Westfield |
| • Lift Station #19 | Lime St., North of Mulberry |
| • Lift Station #20 | Westwood & Roby |
| • Lift Station #21 | Newcomb & Riversprings |
| • Lift Station #22 | Forrest & Lombardi |
| • Lift Station #23 | West St. Industrial Park Lift Station |
| • Lift Station #24 | Mathew St. & Heritage |

4.5 Preventive Operations and Maintenance Activities

Preventive and scheduled maintenance is essential to maintain operational integrity of any sanitary sewer system. Regular inspections catch small areas of concern before they develop into large unmanageable problems. Well maintained equipment reduces service disruption caused by faulty elements and expenditures for emergency service. Overall, preventative maintenance practices reduce overall operational costs, ensure reduction of public health hazard risks, and extend the operational life of the sanitary sewer system.

The City uses the following preventative measures on the various components of the City's sanitary sewer system.

4.6 Routine Inspection and Maintenance Schedule

The City conducts routine inspections of its Sanitary Sewer System to monitor the health of its system. If items of concern are identified during inspection, then these items are addressed as needed to alleviate the issue, reported to the Water Utility Superintendent, and entered in the Maintenance Log along with a designated priority of repair or replacement.

The City keeps a map of their entire sanitary sewer system in a giant book called the Atlas. The Atlas divides the City over 121 pages and each page is considered a single grid. The City's maintenance frequency is based on addressing the sanitary sewer system one grid at a time. On average one grid of the sewer system is checked and inspected every three months. At this rate the entire system cleaned about three and a half years.

Sanitary Sewer Components	Inspection Frequency	Inspection Method	Items of concern
Grid Cleaning: (Manholes & Pipe Segments)	1 grid / 3 months	Visual	Damaged Lids System Backup High FOG Concentrations Irregular Flow Clogged Pipes
Lift Stations	Weekly	Visual	Damaged Lids System Backup High FOG Concentrations Irregular Flow Clogged Pumps Power Loss
Hot Spots	Monthly *	Visual	Clogged Pipes

*All items on the Hot Spot list are designated either a monthly, quarterly, or yearly maintenance frequency depending on the extent of the problem. If an area experiences three or more stoppages over a thirty-day period, then it becomes designated as a Hot Spot. Problem areas are inspected and maintained at greater frequency until the source of the stoppages is determined and resolved. The Hot Spot List is attached for further reference, Attachment C.

The primary inspection method is a visual evaluation. If there are consistent issues, a video inspection can be conducted to ensure a more thorough evaluation.

Overall, the City maintains all components of the municipal sanitary sewer system, including the sewer lift stations, manholes, and pipelines. Service laterals are not designated as part of the City's sewer system and therefore the responsibility of maintenance is on the owner.

4.7 Rehabilitation and Replacement Program

Regular inspections and record keeping allow the City sanitation department to better access and identify the City's sewer system's future needs. Based on the likelihood for component failure, these future needs are prioritized for long- and short-term rehabilitation actions. The identified needs are then used to develop the list of projects to be considered in the City's long term Capital Improvement Program (CIP).

4.8 Training

The City understands the importance of maintaining a regular training and development program as it increases employee productivity and effectiveness at the job site. This is especially important since the overall goal of the City sewer collections department is to maintain and protect employee and public safety.

The City currently uses a combination of in-house classes and on-the-job training to train staff. Additional education is encouraged through participation in the operator certification program, and conferences, seminars, and other opportunities to train its sewer collection staff.

The City provides the following training for the sewer collections staff:

Type	Training Frequency	Method
Safety	Weekly	On-the-job training (OJT)
Routine Line Maintenance	As appropriate	OJT
Confined Space Entry	Annually	Formal CWEA Program
Gas Monitoring	Annually	Formal CWEA Program
Operation of cleaning and maintenance equipment	Bi-annually	OJT – Formal Program
Traffic Control	Annually	OJT – Formal Program
Record Keeping	As appropriate	OJT
Device and Instrumentation	As appropriate	Offsite Vendor/specialty Training
Pipe Repair and Maintenance	As appropriate	OJT – Formal Training for Mechanical Joints
Emergency Response (SSO)	Annually	Yearly Staff Training
Emergency Response (Public Health)	Annually	CPR, First Aid
Emergency Response (Fire)	Annually	Fire Department Training
Pump Station Operation and Maintenance	As appropriate	OJT – Formal Vendor Training
CCTV	As appropriate	OJT – Formal Vendor Training
Trench and Shoring	As appropriate	OJT – Formal Vendor Training
Sewer Collections Maintenance Certification	Annually	CWEA Training

Furthermore, all employees who work on the sanitary sewer collection system receive training to recognize activities that may cause SSOs and how to respond when SSOs occur. Additionally, whenever an outside contractor is scheduled to work on the City's sanitary sewer collection system. The City will provide a training brochure that the contractor is required to read and sign prior to working on any sanitary sewer system projects. This brochure will cover how to contain, clean, and who to contact in the event of a sanitary sewer overflow event.

4.9 Replacement Parts

The City has a small inventory of replacement parts kept at the Field Services yard in the event small repairs are needed or maintenance equipment fails. The listing includes:

- Pumps:
 - o 1x - 20hp;
 - o 1x - 5hp;
 - o 2x - 7.5hp;
- Repair Couplings:
 - o 6x - 6" x 6";
 - o 2x - 6" x 6" (clay to plastic);
 - o 16x - 6" x 6" (clay to clay);
 - o 5x - 8" x 8";
 - o 4x - 8" x 8" (clay to clay);
 - o 2x - 4" x 4";
 - o 4x - 4" x 4" (clay to clay);
- 2x - 6" wyes;
- Main Plugs (6" through 24");
- Hoses:
 - o 600' new Vactor hose;
 - o 600' new Jetter hose;
- 21' of 4" SDR-35 PVC pipe;
- 21' of 6" SDR-35 PVC pipe;
- 21' of 8" SDR-35 PVC pipe; and
- Miscellaneous Manhole Covers and Rings.

The following are resources available to the City for use during large maintenance events and emergency services:

- Camera truck;
- Vactor truck;
- One ton service truck with crane;
- Jetter Trailer
- Flatbed truck; and
- Forklift.

Element 5: DESIGN AND PERFORMANCE PROVISIONS

5.1 Introduction

The intent of this section of the SSMP is to ensure consistent and quality design methods are available for sewer projects within the City. These methods include procedures for inspection, testing, rehabilitation and repair.

5.2 Regulatory Requirements

As required by the State Water Resource Control Board (SWRCB) to satisfy the GWDR Order No. 2022-0103-DWQ, the City must develop and implement the following:

- a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations, and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

5.3 Design and Construction Standards and Specifications

The City currently has existing sewer system design standards and specifications. Furthermore, these design standards and specifications are referred to, approved by, and enforced through the City Municipal Code.

5.3.1 Design Standards

Sewer system design standards include that following:

- S-1 Sanitary Sewer Manhole;
- S-1.1 Sanitary Drop Manhole;
- S-2 Manhole Frame & Cover;
- S-3 Manhole Frame & Cover Adjustments Details;
- S-3.1 Manhole Frame & Cover Adjustments Details (B);
- S-4 60" Manhole;
- S-5 Flow Channels, Standard Manholes;
- S-6 Manhole;
- S-7 House Lateral;
- S-8 (Intentionally blank);
- S-9.1 Industrial Flow Metering Station;
- S-9.2 Industrial Flow Metering Station;
- S-10.1 "Cipoletti Weir" Metering Station;
- S-10.2 "Cipoletti Weir" Metering Station;
- S-10.3 "Cipoletti Weir" Metering Station; and
- S-11 Temporary Clean-Out.

5.3.2 Construction Specifications

Sewer system construction standard specifications can be found in Sections S-12.1 & S-12.2 of the City's Standard Plans and Specifications.

5.3.3 Standards for Pump Stations and Other Appurtenances

Only minimal information on pump station plans and specifications are included in the City Standards. More detailed plans and specifications for the City's pump stations are being developed and are anticipated to be completed by the end of 2024. Design standards and construction specifications for pump stations have historically been developed on a case by case basis as needed for construction of specific pump station facilities or for improvements to existing pump station facilities.

Specifications for rehabilitation and repair of existing sewer systems will be developed as needed on a project specific basis for any new rehabilitation projects being implemented.

5.3.4 Standards for Rehabilitation and Repair of Existing Sewer Systems

Rehabilitation and repair of existing sewer lines are not included in the standards. Design standards and construction specifications for rehabilitation and repair of existing sewer lines have historically been developed on a case by case basis as needed for a specific project.

Specifications for rehabilitation and repair of existing sewer systems will be developed as needed on a project specific basis for any new rehabilitations projects being implemented.

5.4 Inspection and Testing Procedures and Standards

The City standards for inspecting and testing new and rehabilitated sewer and force mains are obtained from and detailed in the Sewers and Sanitation section of the Standard Plans for Public Works Construction, "The Green Book." Furthermore, these design standards are referred to, approved by, and enforced through the City Municipal Code.

Additionally, closed circuit television inspection is required for all newly constructed sewers.

Element 6: SPILL EMERGENCY RESPONSE PLAN

6.1 Introduction

This section of the SSMP summarizes the key elements of the City's Spill Emergency Response Plan, and includes response procedures and training plans for Sanitary Sewer Overflow Response Plan (SSORP) events.

6.2 Regulatory Requirements

As required by the State Water Resource Control Board (SWRCB) to satisfy the GWDR Order No. 2022-0103-DWQ, the City must develop and implement a spill emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- b) A program to ensure an appropriate response to all spills;
- c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSO spills that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs spills shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board Waste Discharge Requirements or National Pollutant Discharge Elimination System permit requirements. The SSMP should identify the officials who will receive immediate notification;
- d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Spill Emergency Response Plan and are appropriately trained;
- e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

6.3 City Procedures

The City has addressed the State requirements through the following procedures:

- 1) Proper Notification Procedures

Notification procedures are outlined under Element 2, Organization, of the SSMP. This element includes a detailed description for responding to and reporting of SSOs as well as the SSO Reporting Flow Chart.

2) Appropriate Response

As part of the SSMP, it is the responsibility of the first responder to the site of the suspected SSO to assess the situation and respond appropriately. This SSMP provides three categories as the baseline of site assessment.

- (a) No Significant Spill. The first responder reaches the site and finds no spill that fits the State definition for an SSO. No action needed.
- (b) Minor Spill. The first responder finds a site spill that requires clean up, but does not meet the classification of a major spill. Generally, the spill does not cause immediate danger or damage and is easy to remediate by one person.
- (c) Major Spill. The Water Utilities Supervisor must be notified when a major spill occurs. A spill that meets any of the following criteria is considered a major spill.
 - More than one employee is called to assist;
 - The SSO is over 1,000 gallons;
 - The SSO enters surface water or a drainage channel;
 - The SSO causes property damage or flooding in a building structure; or
 - The SSO constitutes an imminent danger to the general public or environment.

3) Notification Procedures

Element 2, Organization, of the SSMP outlines specific reporting procedures for notifying the appropriate agencies of an SSO event. For the City of Porterville, the appropriate contacts are as follows:

- Regional Water Quality Control Board – Walter Mobley, SSO Reduction Program Staff, (916) 323-0878;
- State SSO Database: http://www.waterboards.ca.gov/water_issues/programs/ciwqs/index.shtml; and
- Tulare County Office of Emergency Services – (559) 624-7495.

4) Staff Response Training

As outlined in Element 4, Operation and Maintenance Program, of the SSMP, the City will provide training to prepare the appropriate staff on how to respond, assess, and remediate SSO events.

5) Emergency Operation Procedures

Due to the small number of City staff, City personnel will coordinate directly with the Police and Fire department to address any emergency operations such as traffic and crowd control.

6) Response Program

A program that ensures all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment due to an SSO event is provided in Element 4, Operations and Maintenance Program, of the SSMP.

Element 7: SEWER BLOCKAGE CONTROL PROGRAM

7.1 Introduction

This section of the Sewer System Management Plan (SSMP) outlines the implementation of the Sewer Pipe Blockage Control Program, and includes a public education plan and the legal authority to inspect and enforce fats, oils, grease, rags, and debris generated and discharged to the sanitary sewer system service area.

7.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The GWDR requires the City to evaluate its service area and determine whether a Sewer Pipe Blockage Control Program is needed. If fats, oils, grease, rags, and debris is found to be a problem, the City must prepare and implement a fats, oils, grease, rags, and debris source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of fats, oils, grease, rags, and debris;
- b) A plan and schedule for the disposal of fats, oils, grease, rags, and debris generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of ~~FOG~~ fats, oils, grease, rags, and debris generated within a sanitary sewer system service area;
- c) The legal authority to prohibit discharges to the system and identify measures to prevent SSO's and blockages caused by fats, oils, grease, rags, and debris;
- d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the Sewer Pipe Blockage Control ordinance;
- f) An identification of sanitary sewer system sections subject to sewer pipe blockages and establish a cleaning and maintenance schedule for each section; and
- g) Develop and implement source control measures for all sources of fats, oils, grease, rags, and debris discharged to the sanitary sewer system for each section identified in (f) above.

7.3 Public Education

7.3.1 PLAN

According to the State records, a majority of Sanitary Sewer Overflow (SSO) events are caused by blockages in the sewer system. These blockages are caused by fats, oils, grease, rags, and debris. The City plans to reduce opportunities for SSO events by establishing annual public education campaigns that promote the proper disposal of fats, oils, grease, rags, and debris related items. Homeowners and fats, oils, grease, rags, and debris relevant businesses will be targeted. This includes a planned fats, oils, grease, rags, and debris flyer campaign, Attachment B.

The smaller proportion of SSO events are caused by storm water infiltration and failures in the sanitary sewer system. Since these areas have a smaller effect on the system, the City plans to address these items as part of their long term plans.

7.3.2 Schedule

- a) Short Term – (1-3 years)
 - 1. Over the first three years the City will focus on educating the public on effects of fats, oils, grease, rags, and debris has on the City's sanitary sewer system and how this affects them.
 - 2. In the same effort, the public will be informed on how and where they can properly dispose of fats, oils, grease, rags, and debris related items.
 - 3. Business owners that have a potential of releasing fats, oils, grease, rags, and debris into the City's sanitary sewer system will also be informed of the potential risks and existing fats, oils, grease, rags, and debris regulations as part of the City inspection program.
- b) Mid-Term Evaluation (year 3)
 - 1. An evaluation of the program's effectiveness will be conducted to help decide whether to change current strategies to better achieve initial goals or begin implementation of long term efforts.
 - 2. The evaluation will include the measurable goals of:
 - Number of incidents of SSO events
 - System cleaning frequency
 - Lift station pump maintenance
- c) Long Term – (3-5 years)
 - 1. Either continue original approach or develop new public education focus based on Mid-Term Evaluation.
 - 2. Develop a public education program focused on methods to address storm water infiltration by means of root invasions and illicit connections. This avoids education stagnation by changing the materials supplied to the public.
 - 3. Repeat fats, oils, grease, rags, and debris program with a scaled back version for continual education.

7.4 Fats, Oils, Grease, Rags, and Debris Disposal

7.4.1 Plan

The City is required to develop and implement source control measures for fats, oils, grease, rags, and debris control. Currently, the City enforces the installation of Grease, Oil, and Sand Interceptors through City Ordinance and building inspections as required by California Law.

The City does not implement fats, oils, grease, rags, and debris disposal operations themselves, but instead requires restaurants to have their own grease traps pumped and hauled away to an approved recycling or disposal facility. Currently the County Health Department inspects local restaurants and their grease traps. The City refers any fats, oils, grease, rags, and debris related concerns to the County Health Department who takes the lead on any needed related remediation.

As part of the City's Public Education program, the City plans to better inform the public on when, where, and how to properly dispose of fats, oils, grease, rags, and debris. The public outreach

program will utilize utility bill inserts to promote proper disposal of fats, oils, grease, rags, and debris. The implementation schedule is located in the public education section.

7.4.2 Disposal Program

The Sewer Pipe Blockage Control Program will inform the public on the following recommendations and services offered by the City:

- a. Identify how fats, oils, grease, rags, and debris collected by businesses and industry can be properly disposed of; and
- b. Identify which household items are commonly and improperly disposed of down the drain and provide tips for proper household item disposal.

For Example:

Every day, meals are prepared that contain fats, oils and grease. All too often the fats, oils and grease (FOG) are poured down the sink or garbage disposers which are not designed to properly handle these materials. Once FOG enters the drain, it begins to build up in the pipes and can eventually cause blockages and backups. Here are some quick tips for properly disposing of FOG:

- Before washing, scrape and dry wipe pots, pans and dishes with paper towels and dispose of materials in the trash;
- Pour fats, oils and grease into a container such as an empty jar or coffee can. Once the materials have cooled and solidified and the container is full, secure the lid and place it in the trash; and
- Use sink strainers to catch food items, and then empty the strainer into the trash; or
- Recycle fats, oils, and greases at the City's household hazardous waste facility, 555 N. Prospect, Porterville.

7.4.3 Schedule

Sewer pipe blockage education for households, businesses and industry is part of the short term public education plan to be executed within the first three years. This will include placing flyer inserts within the utility billings.

7.5 Legal Authority

Refer to Element 3 of the SSMP for all relevant ordinances and municipal requirements in place to support the inspection, implementation, and remediation of all specified efforts to minimize SSO incidents caused by fats, oils, grease, rags, and debris.

7.6 Requirements for sewer pipe blockage collection devices

An existing Municipal Code Section Chapter 25, Article V, Division 2, 25-85.1, "Grease, Oil, and Sand Traps", requires the installation and use of specified FOG collection devices.

7.7 Sewer Pipe Blockage Problem Areas

The City monitors and maintains the sewer system as outlined in Element 4, Operation and Maintenance, of the SSMP. The attached hot spot spreadsheet identifies sanitary sewer system

sections subject to fats, oils, grease, rags, and debris blockages and the associated maintenance efforts, Attachment C. This includes source control measures for problem areas that would be developed and implemented through the Replacement and Rehabilitation program.

Element 8: SYSTEM EVALUATION, CAPACITY ASSURANCE PLAN AND CAPITAL IMPROVEMENTS:

8.1 Introduction

The intent of this section of the Sewer System Management Plan (SSMP) is to document the City's planning efforts to assess the current capacity of the sanitary sewer collection system, determine if there are current or planned needs, develop a capital improvement plan (CIP) for identified capacity needs, and fund the CIP program so that the wastewater conveyance needs are met before the capacity of the system is exceeded.

8.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The GWDR requires that the City shall prepare and implement a Capital Improvement Plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

- a) **Evaluation:** Actions needed to evaluate those portions of the collection system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
- b) **Design Criteria:** Where design criteria does not exist or are deficient, undertake the evaluation identified in (i) above to establish appropriate design criteria;
- c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding; and
- d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a) – (c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14 of State Water Resources Control Board Order No. 2022-0103-DWQ.

8.3 Evaluation

The City has identified on the hot spot list a few portions of the collection system that are more susceptible to problems due to insufficient pipe design grades. As outlined on the hot spot list, measures to address these issues have been identified. Currently though, no portion of the sanitary sewer system has been identified as regularly contributing to an SSO discharge cause by hydraulic deficiencies. Portions of the overall system have been evaluated as part of regular maintenance operations and have found no areas with conditions that suggest overflow events are likely to occur. If an area of the collection system develops specific conditions that indicate a strong likelihood that an SSO event may occur, a specific comprehensive plan will be developed by the City to address the actual conditions found.

8.4 Design Criteria

All sanitary sewers shall be designed in accordance with the City's Improvement Standards and to accepted engineering principles. In all newly developed area and/or in all existing area where new sanitary sewers are required, the design shall include the provisions that the sewer system size and capacity can adequately accommodate the ultimate anticipated conditions. Any type or any form of storm drain system shall not be connected to any sanitary sewer system.

8.5 Capacity Enhancement Measures

Currently, no conditions exist that warrant the need to establish short and long term Capital Improvement Projects (CIP) in regards to possible SSO events. As part of this SSMP, we have noted areas of concern within the system (Hot Spots). Although none of these Hot Spots have been deemed significant enough to warrant a new CIP, the City will keep these areas in mind in the development of any future CIP and will follow the guidelines as provided in Section 8.2.

8.6 Schedule

Currently, no CIP has been developed and therefore no associated schedule of completion dates has been prepared. In the case a CIP is developed, the City will also provide a schedule as outlined in Section 8.2.

Element 9: MONITORING, MEASUREMENT, AND PROGRAM MODIFICATION:

9.1 Introduction

The intent of this section of the Sewer System Management Plan (SSMP) is to ensure the City adequately maintains and updates the municipal sewer system. Any necessary adjustments or modifications to the SSMP will be made based on the results from regular sewer system monitoring and measurement.

9.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The GWDR requires that the City shall:

- a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- c) Assess the success of the preventive maintenance program;
- d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
- e) Identify and illustrate SSO trends, including frequency, location, and volume.

9.3 Program Evaluation

Implementation of the SSMP will begin this year and therefore no evaluation can yet be made in regards to its effectiveness. The following sections outline methods that may be used in the future to help evaluate the program's effectiveness.

9.4 Program Records

In order to best evaluate and prioritize SSMP activities for effectiveness and appropriateness, relevant documentation and records are needed. Below is a list of documents and records organized by element that should be collected and reviewed to properly evaluate the SSMP program.

- 1. Goal
 - a. Review goals outlined in section 1.3
- 2. Organization
 - a. Update organizational chart and contact information as needed, Sect. 2-6.
- 3. Legal Authority
 - a. Update regulation references as needed, Sect. 3-3.

4. Operation and Maintenance Program
 - a. Update system maps as needed, Sect. 4-3
 - b. Update system inventory as needed, Sect. 4-4
 - c. Update maintenance schedule as needed, Sect. 4-6
 - d. Update training schedule as needed, Sect. 4-8
 - e. Update replacement part list as needed, Sect. 4-9
 - f. Review program based on the maintenance frequency and number of problem incidents
5. Design and Performance Provisions
 - a. Review program based on the number of problem incidents
6. Spill Emergency Response Plan
 - a. Review plan based on response effectiveness to any past SSO events
7. Sewer Pipe Blockage Control Program
 - a. Review program based on number of FOG related incidents
8. System Evaluation, Capacity Assurance and Capital Improvement Plan
 - a. Review program based on the number of problem incidents
9. Monitoring, Measurement, and Program Modifications
 - a. Revise program as necessary
10. Internal Audits
 - a. Revise program as necessary
11. Communication Program
 - a. Revise program as necessary

Element 10: INTERNAL AUDITS:

10.1 Introduction

This section of the Sewer System Management Plan (SSMP) outlines the necessity for the City to regularly perform internal audits to ensure that the municipal sewer system is adequately maintained as described in Element 9. The results of any internal audit and consequential adjustments or modifications to the SSMP will be reflected in this chapter.

10.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The GWDR requires that the City shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the City's compliance with the SSMP requirements identified in subsection D.13 of the GWDR, Order No. 2022-0103-DWQ, including identification of any deficiencies in the SSMP and steps to correct them.

10.3 Audit History

Implementation of the SSMP will begin this year and therefore no audits can yet be made in regards to the program's effectiveness. The following sections, 10.4-10.7, are left in sample form format to be filled out in future reporting.

10.4 Frequency

The State requires that audits, at minimum, occur every two years.

10.5 Program Effectiveness

This section will summarize how well the City has done in regards to achieving the SSMP goals.

10.6 Program Deficiencies

This section will summarize areas where the City might be able to improve its SSMP program.

10.7 Program Corrective Measures

This section will summarize the proposed steps the City will make to improve the SSMP program to better achieve the SSMP goals.

Element 11: COMMUNICATION PROGRAM:

11.1 Introduction

This section of the Sewer System Management Plan (SSMP) outlines the City's plan for ensuring open collaboration and communication with both the public and nearby effected agencies.

11.2 Regulatory Requirements

The SSMP is required by the State Water Resource Control Board (SWRCB) to satisfy the General Waste Discharge Requirement (GWDR), Order No. 2022-0103-DWQ. The GWDR requires:

The City shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the City as the program is developed and implemented.

The City shall also create a plan of communication with systems that are tributary and/or satellite to the City's sanitary sewer system.

11.3 Public Hearing

In order to provide an opportunity for public discussion and input on the development of the SSMP, the SSMP will be placed on the City Council agenda for public review and council approval. The SSMP work plan and intent were presented to and sequentially approved by the Council during the initial stages of the development. The City intends to again present the complete SSMP to City Council for public review and comment.

11.4 Public Notice and Review

The City intends to notify the public of the completion and approval of the SSMP through notices on utility bill inserts and the City website. Similar notices will be mailed to organizations that may also be affected by this program. These efforts may be combined with the public education component of the SSMP that is also required.

For Example:

As part of the City's Sewer System Management Plan, the City wants to remind you to avoid costly pipe repairs by placing your cooking grease in the trash and not down the drain.

11.4 Public Review

The City will post a digital copy of the SSMP on the website for public review. A hard copy can also be made available by the City upon request.

SANITARY SEWER OVERFLOW RESPONSE PLAN



City of Porterville
Public Works Department

2024

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SSORP REVISIONS

Rev#:	Revision Date:	By:	Notes:

PLAN HOLDERS LIST

Assistant City Manager
Public Works Director - FS
Field Services Manager
Water/Sewer Superintendent
Water/Sewer Supervisor
Water/Sewer Maintenance Workers

Field Services Corporation Yard
Field Services Corporation Yard
Field Services Corporation Yard
Field Services Corporation Yard
Field Services Corporation Yard
Field Services Corporation Yard

INTRODUCTION

The City of Porterville's Public Works Department is responsible for the operation and maintenance of the City's sewer and storm drain collection systems; sewer and storm drain manholes; and wastewater transmission lines. The purpose of this system is to collect and convey the City's wastewater to its wastewater treatment facility (WWTF). These transmission systems are well maintained and normally should not result in any sewage spills or overflows. However, the possibility exists that unforeseen accidents, unusual equipment failure or other events not controllable by the City could result in a sewage/spill overflow. This procedure provides a plan that when enacted in response to a sewer spill/overflow would reduce or eliminate public health hazards, spillage of raw sewage onto public or private property, unnecessary property damage, contamination of the environment, and the inconvenience of service interruptions.

This Sanitary Sewer Overflow Response Plan (SSORP) is designed to assist and train employees to comply with the responsibilities of the plan and to ensure that all citizens and employees health and safety are protected. It is also designed to ensure that all the appropriate entities are informed of all sewage spills.

DEFINITIONS

Blockage - Something that partially or fully blocks the wastewater from flowing through a sewer pipeline. The blockage can be caused by debris in the sewer, grease buildup, root intrusion, or a partial or full collapse of the pipeline. If not caught in time, the blockage may cause an overflow. This is also called a stoppage.

Category 1 SSO - All discharges of sewage of **ANY VOLUME** resulting from a failure in the Enrollee's sanitary sewer system or flow condition that reach surface water and/or a drainage channel tributary to a surface water; or reach a storm drainpipe that was not fully captured and returned to the sanitary sewer system.

Category 2 SSO - All discharges of sewage resulting from a failure in the Enrollee's sanitary sewer system or flow condition that **equals or exceeds 1,000 gallons** that does not reach surface water and/or a drainage channel and/or a storm drainpipe that is fully captured and returned to the sanitary sewer system.

Category 3 SSO - All other discharges of sewage, not included in Category 1 or 2, resulting from a failure in the Enrollee's sanitary sewer system or flow condition.

GPM - Gallons per Minute

OES - Office of Emergency Services

Private Lateral Sewage Discharges - Sewage discharges that are caused by blockages or other problems within a privately owned lateral or from other private sewer assets.

RWQCB -Regional Water Quality Control Board

REPORTING REQUIREMENTS

Category 1 SSO - All SSOs that meet the above criteria for Category 1 SSOs must be reported as soon as:

- The Enrollee has knowledge of the discharge,
- reporting is possible, and
- reporting can be provided without substantially impeding cleanup or other emergency measures.

Initial reporting of Category 1 SSOs must be reported to the Online SSO System as soon as possible but no later than 3 business days after the Enrollee is made aware of the SSO. A final certified report must be completed through the Online SSO System within 15 calendar days of the conclusion of SSO response and remediation.

*Also, Category 1 SSOs greater than or equal to 1,000 gallons must also be reported to the State Office of Emergency Services (OES) within **2 hours** of becoming aware of the SSO. All **Category 1** spills shall be reported verbally to State of California Office of Emergency Services at: **800-852-7550**.*

Also, Category 1 SSOs great than or equal to 50,000 gallons that reach surface waters must have a technical report submitted within 45 calendar days after then end date of the SSO.

Category 2 SSO - All SSOs that meet the above criteria for Category 2 SSOs must be reported to the Online SSO Database within 15 calendar days of the conclusion of SSO response and remediation.

Category 3 SSO - All SSOs that meet the above criteria for Category 3 SSOs must be reported to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs

All hazardous materials - contact the Porterville Fire Department **Immediately** at: **559-782-7526**

Private Lateral SSO - All sewage discharges that meet the above criteria for Private Lateral sewage discharges may be reported to the Online SSO Database based upon the Enrollee's discretion.

RESPONDING STAFF RESPONSIBILITIES

The first crew responding to a sewer backup has the immediate responsibility to protect people, property, and the environment from effects of a sewage spill/overflow. To meet these objectives in a rapid, effective and organized manner, staff will respond and fulfill the duties in the following categories as directed by this plan:

#1 CONTAIN spilling sewage from entering waterways

- Capture the sewage where it can be recovered and returned to the sewer system.
- Contain sewage in advantageous locations (i.e., flood control facilities, construction excavations locations, vacant lots etc.)
- Containment materials include sand, sand bags, poly sheeting, socks, etc.

#2 CONTROL the spill overflow and bypass area of failure

- Bypass the obstructed line by pumping the spillage into another non-restricted line or vacuum with vac truck
- Set up barricades to prevent public contact with spill

#3 CLEANUP the affected areas to ensure public health and safety

- Remove all visible debris
- Wash down and contain run-off being careful not to wash sewage into storm drain system
- Determine whether to disinfect or not to disinfect?
 - Consider requirements of other agencies
 - Consider beneficial use of receiving waters
 - Consider the uses and ownership of affected properties
- Clean all hard/soft surfaces

SPILL DEFINITIONS

Minor spill

A minor spill is a sewage spill that is contained and can be effectively and satisfactorily cleaned up by city personnel, and does not require regulatory notification.

A minor *inside* spill is one that:

1. Is confined to the affected drain area and does not enter other rooms.
2. Does not contaminate carpet, furniture or other homeowner belongings that require specialized cleaning and disinfection.
3. Does not pose a threat to public health.

A minor *outside* spill is one that:

1. Is less than 50 gallons: or
2. Is between 50 and 1000 gallons and does not occur within 50 feet of human habitation, does not contaminate public waters, does not pose a threat to public health and/or the environment, and can be cleaned up by city personnel.

Major Spill

A major spill is a sewage spill that contaminates the homeowner's property inside the home, cannot be effectively and satisfactorily cleaned up by city personnel, and requires regulatory notification.

A major *inside* spill is one that:

1. Spreads beyond the immediate drain area and into other living areas.
2. Contaminates wall-to-wall carpets, furniture or other homeowner's belongings that require specialized cleaning or disinfection.
3. Poses a threat to public health.

A major *outside* spill is one that:

1. Is greater than 1000 gallons.
2. Is more than 50 gallons but occurs within 50 feet of human habitation, contaminates public water and/or poses a threat to public health and/or the environment.

SAFETY

Whenever City personnel respond to a report of an overflow/spill, they may encounter an emergency situation that requires immediate action. The most critical aspect of resolving an incident of this nature is to **safely and competently** perform the actions necessary to return the damaged equipment or facility to operation as soon as possible.

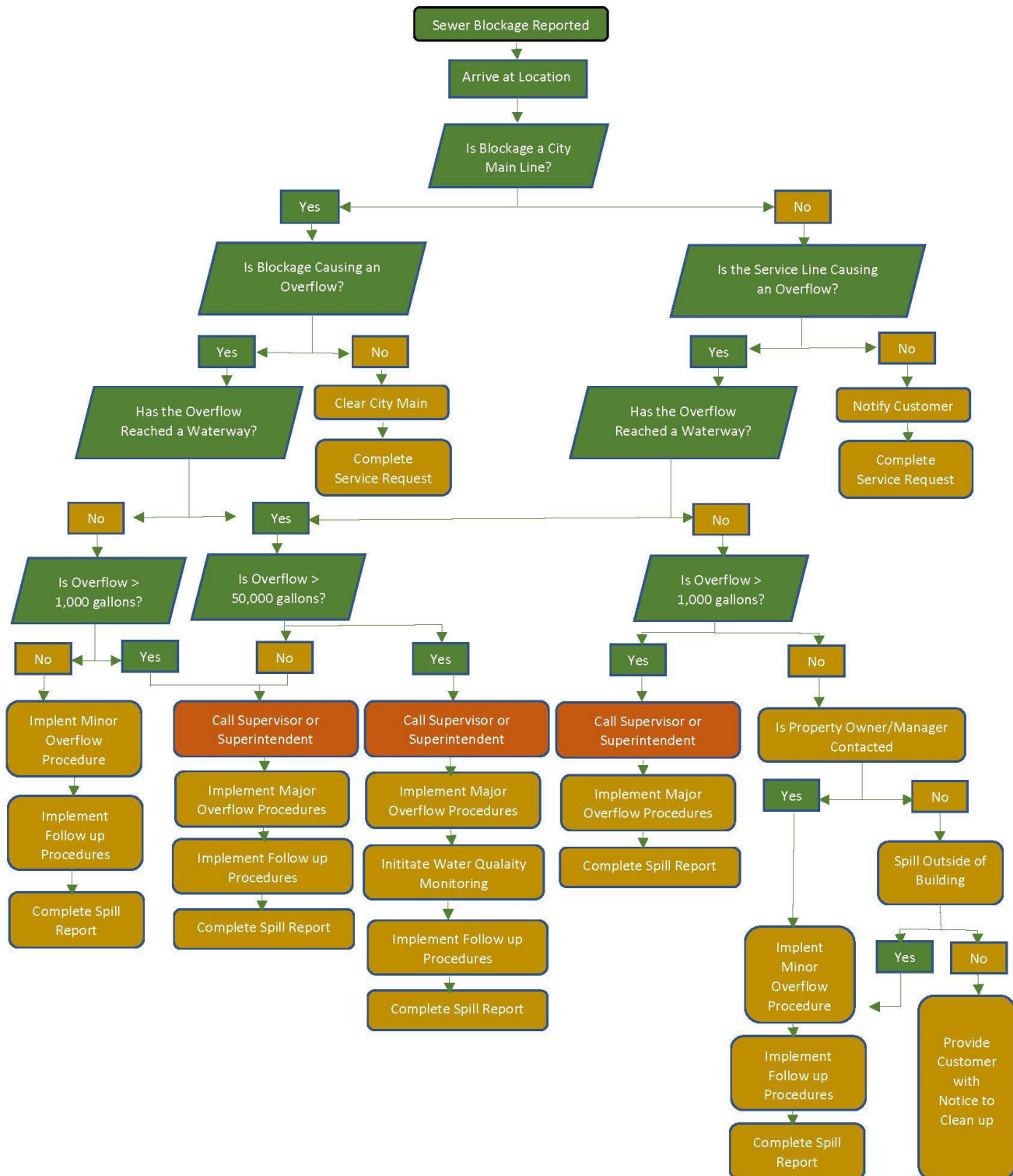
The most important item to remember during this type of incident is that safe operations, both to the employee and the public, always take precedence over expediency or short cuts.

Depending on the nature or cause of the overflow/spill, personnel may be performing mechanical or electrical repairs at a pump station, removing a mainline blockage with the vactor truck or repairing a damaged section of pipeline. At this point, it is essential that all applicable safety procedures are followed so that the response does not cause the situation to escalate.

Typical responses may require personnel to implement the following types of safety procedures:

- Lockout/tagout of equipment for repairs
- Confined space entry procedures
- Traffic control procedures at site
- Equipment and/or vehicle operation
- Use of personnel protective equipment

Another important aspect of responding to an overflow/spill is the ability to maintain adequate communication via two-way radio and/or cellular telephone. Responders may need to call for additional resources as the situation may warrant as well as to notify other personnel and supervisors of the situation.

SSO DECISION FLOW CHART

SPILL RESPONSE PLAN***(Public Right of Way)***

1. Upon Arrival assess the severity of the spill and determine the manpower and equipment needed. Contain spillage immediately if possible.
2. Locate and clear stoppage and restore unobstructed flow.
3. Prevent contact between public and spill, utilize barricades, cones, and for dangerous traffic areas contact police for assistance in traffic control.
4. Once the blockage has been relieved or problem corrected and the overflow has ceased, every effort shall be made to contain the sewage that has spilled
5. If there is flooding or property damage, notify supervisor immediately.
6. Take photographs or video of the affected area, before and after clean-up, for city records.
7. Solids and debris and/or blockage material should be raked up, bagged and disposed of at the WWTF and any excess liquid may be returned to an unobstructed sewer main. Wash down and sanitize affected areas.
8. Do not volunteer or disown City liability. Instead, neutral comments should be used by City personnel indicating that the liability issue cannot be addressed until all of the relevant information has been evaluated.
9. After clean-up is complete remove barricades to restore public access after area is safe.
10. Complete service request.
11. The responding employee shall complete the Sanitary Sewer Overflow Field Data Sheet and turn it in to the Water/Sewer Supervisor.

(Private Property)

1. Upon Arrival assess the severity of the spill and determine the manpower and equipment needed. Contain spillage immediately if possible. If it is determined that it is a customer problem and not a city main line blockage, notify the customer to clear their service line and clean up the spill. Try to contain the spill to the property, if you cannot contain the spill call for assistance.
2. If it is a city problem, Locate and clear stoppage and restore unobstructed flow.
3. Prevent contact between public and spill, utilize barricades, cones, and for dangerous traffic areas contact police for assistance in traffic control.
4. Once the blockage has been relieved or problem corrected and the overflow has ceased, every effort shall be made to contain the sewage that has spilled to public property.
5. Obtain customer/property owner information, including Name, Address Phone Number, and the date and time they were notified and record on Agency Notification sheet. Provide customer with a "Customer Information Sheet".
6. If there is flooding or property damage, notify supervisor immediately.
7. Take photographs or video of the affected area, before and after clean-up, for city records.
8. Solids and debris and/or blockage material on public property should be raked up, bagged and disposed of at the WWTF and any excess liquid may be returned to an unobstructed sewer main. Wash down and sanitize affected areas.
9. City personnel indicating that the liability issue cannot be addressed until all of the relevant information has been evaluated.
10. After clean up is complete remove barricades to restore public access after area is safe.
11. Supply the customer with the customer information sheet.
12. For major spills caused by the city, additional assistance may be required, including hotel/motel accommodations. Details and arrangements for Major spills shall be the responsibility of the Water/Wastewater Supervisor.
13. Complete service request.
14. The responding employee shall complete the Sanitary Sewer Overflow Field Data Sheet and turn it in to the Water/Wastewater Supervisor.

SPILL PROCEDURES

Major Spill – Public

1. Call Supervisor/ Superintendent
2. Assess spill location and prioritize and implement containment strategy
3. Clear stoppage & restore flow
4. Contain spill with earth berms, plugs for downstream storm drain pipe, and plastic sheets for drop inlets
5. Prevent contact between public and spill utilizing barricades, cones and traffic control (contact Police for dangerous traffic areas)
6. Investigate overflow inside structures and take photographs before and after clean-up for City records
7. Return spill to collection system with Vactor truck, pumps & hoses, or water truck
8. Remove all signs of gross pollution
9. Flush with water and disinfect area if needed
10. Complete service request
11. Implement Follow-up procedures

Minor Spill – Public

1. Assess spill location and prioritize and implement containment strategy
2. Clear stoppage & restore flow
3. Contain spill and return to system
4. Prevent contact between public and spill
5. Investigate overflow inside structures and take photographs before and after clean-up for City records
6. Remove all signs of gross pollution
7. Flush with water and disinfect area if needed
8. Complete service request
9. Implement Follow-up Procedures

Major Spill – Private

1. Request Assistance
2. Call Supervisor/ Superintendent
3. Clear blockage and clean up spill outside building
4. Take photographs or video of the affected area, before and after clean-up, for city records.
5. Fill-out report for billing the customer
6. Provide customer with Notice of Clean-up Responsibility for any spills inside building
7. Complete service request

Minor Spill – Private

1. Notify Customer of customer's responsibility to clear blockage and clean-up
2. Stay at location to verify customer takes care of blockage and clean-up
3. Complete service request
4. Check back at location during working hours to verify spill has stopped

Follow-up Procedures

1. Investigate cause of spill
2. Do CCTV Inspection
3. Add to Cleaning Schedule (if needed)
4. Repair or replace any broken line segments

INCIDENT STAFF RESPONSIBILITIES

The Water/Sewer Superintendent is responsible to ensure that all operations and Maintenance personnel are trained in and follow these procedures.

The responding Employee is responsible for filling out the Sanitary Sewer Overflow Field Data sheet. The Water/Sewer Supervisor is responsible for filling out the Overflow Report and signs off that is complete and accurate.

The Water/Sewer Superintendent or the Water/Sewer Supervisor is responsible for notifying regulatory agencies within the required time frames outlined on Page 2.

TRAINING PLAN

Training is the key to the success of this plan. Employees will participate in an orientation exercise every six months and one tabletop or functional full-scale exercise shall be conducted annually.

ORIENTATION EXERCISE - This exercise will consist of a lecture with handouts and overheads covering all aspects of the sewage spill response plan. Each employee will learn individual duties and responsibilities and learn how to effectively use this plan and work together as a team.

TABLETOP EXERCISE - In this exercise, equipment or deployment of resources will not be used. All activities will be simulated. Employees will learn through discussion and the use of a facilitator. The exercise will focus on the events leading to a potentially large spill and how to mitigate the effects.

FUNCTIONAL FULL SCALE EXERCISE - This exercise will simulate a large scale spill where employees will respond to a mock spill. Equipment will be deployed including sewer trucks, pumps, and containment equipment. Backup resources will be controlled and included in this exercise. A confined space entry exercise *will not be conducted and a manhole entry will not be done*. Following any of the above mentioned plans a critique will be conducted in order to refine or improve this plan.

SANITARY SEWER OVERFLOW (SSO) FIELD DATA SHEET**SPILL DATA SHEET***(Check all that apply)*

Initials: _____ Date: _____ State # _____

Pipe # _____ C G # _____

SEE PAGE 2 FOR ADDITIONAL INFORMATION

Date: _____ # Photos Taken: ☐ Before Cleanup _____ ☐ After Cleanup _____ ☐ Video _____Spill Category: ☐ SSO Category 1 ☐ SSO Category 2 ☐ SSO Category 3 ☐ Private
☐ Reached Surface Water ☐ 1,000 Gallons or Greater

Location (MH#, Nearest Address): _____ Cross Street: _____

Weather: ☐ Clear ☐ Overcast/Cloudy ☐ Rain (light/heavy) ☐ Fog ☐ Hot ☐ Cold ☐ Mild

Time O/F Reported: _____ am/pm Time O/F Started: _____ am/pm

Crew Arrival Time: _____ am/pm Time O/F Stopped: _____ am/pm

Crew Departure Time: _____ am/pm Total Time of O/F: _____

Est. Spill Rate: _____ gpm Est. Spill Volume: _____ Gallons Est. Spill Volume Recovered: _____ Gallons

Area: Width _____ Length _____ Depth _____

Gutter Flow: Width _____ Length _____ Depth _____

Est. Pick Hole Spout Height: _____ ☐ Cover in Place ☐ Cover Displaced ☐ Cover RemovedSpill appearance point: ☐ Manhole ☐ Main ☐ Force Main ☐ Gravity Sewer ☐ Pump Station
☐ Clean-out ☐ Other SS Structure ☐ Building/Structure ☐ Other _____Overflow to: ☐ Street/Curb & Gutter ☐ Other Paved Surface ☐ Storm Drain Inlet ☐ Alley
☐ Unpaved Surface ☐ Surface Water ☐ Drainage Channel ☐ Building/StructureCause of Overflow: ☐ Debris ☐ Root Intrusion ☐ Storm Event ☐ Flow Exceeded Capacity ☐ Vandalism
☐ FOG ☐ Pump Station Failure ☐ Pipe/Structure Failure ☐ Other (specify) _____Location of Failure: ☐ Main ☐ Upper Lateral ☐ Lower Lateral ☐ Other (specify) _____Response Activities: ☐ Cleaned-up/Mitigated effects ☐ Returned O/F Volume to SS System ☐ Restored Flow
☐ Contained All/Portion ☐ CCTV Inspected SS to Determine Cause ☐ Other (specify) _____Clean-up Methods Used: ☐ High Pressure Water ☐ Rodding ☐ Vacuum up Spill Fluid ☐ Other (specify) _____Corrective Action: ☐ Repair Failure ☐ Add to Cleaning Schedule ☐ Add to CCTV Schedule ☐ Notify Owner
☐ Monitor ☐ Distributed FOG Flyers ☐ Other (specify) _____

Calculations:

Report Completed by: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Name & Title: _____

Utilities Superintendent: _____ Date: _____ Compliance Engineer: _____ Date: _____

Spill Data Sheet
(Continued)

For any discharges of sewage that results in a *discharge of ANY VOLUME into surface water or drainage channel* the Discharger shall **IMMEDIATELY**, but no later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services (OES).

Surface Waters Reached: _____

Spill Volume to Surface Water: _____ Gallons ☐ Greater than 1,000 Gallons ☐ Greater than 50,000 Gallons

Signs Posted: ☐ Yes ☐ No Notified Public: ☐ Yes ☐ No Barricaded: ☐ Yes ☐ No

May affect Fish/Wildlife: ☐ Yes ☐ No Flyers Distributed: ☐ Yes ☐ No

WATER QUALITY MONITORING (SSOs greater than 50,000 Gallons):

Samples Taken: ☐ Yes ☐ No Sampling time: _____ am/pm Sampling Date: _____

CONTACTS MADE:

☐ Office of Emergency Services (SSOs greater than 1,000 Gallons that reach surface water): **(800) 852-7550** Hours: 24/7

Contact Name: _____ Time: _____ Control #: _____

☐ Private Overflow:

Contact Name: _____ Time: _____ ☐ Information Packet Distributed

Comments: _____

EQUIPMENT USED:

☐ Sand Bags ☐ Plastic Sheeting ☐ Hydrant # _____
☐ Shovels ☐ Brooms ☐ Drain Mats (sticky) _____
☐ Air Tank ☐ Compressor ☐ Generator _____
☐ Snake ☐ CCTV Van ☐ Mini Camera _____
☐ Plugs (Sizes) _____ ☐ Plugs (Sizes) _____
☐ Vac-con # _____ ☐ Vac-con # _____
☐ Truck # _____ ☐ Truck # _____
☐ Other (Specify) _____

NAMES OF ALL CREWS AT SSO SCENE:

REPORTING:

- Category 1: Draft Report within **3** business days and certify within **15** calendar days of SSO end date,
Technical Report (SSO greater than 50,000 Gallons) within **45** calendar days of SSO end date.
- Category 2: Draft Report within **3** business days and certify within **15** calendar days of SSO end date
- Category 3: Draft Report within 30 calendar days of end of month that SSO occurred

CUSTOMER INFORMATION SHEET

If you feel you have a claim against the city, contact the City Clerk's office located inside City Hall.

Phone number: (559) 782-7464

Fax Number: (559) 782-7452

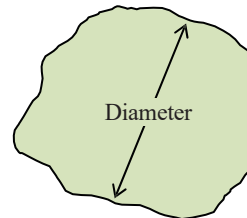
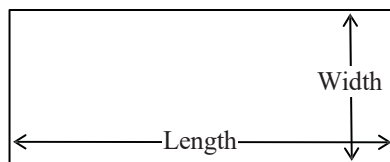
email address: cityclerk@ci.porterville.ca.us

FLOW CALCULATIONS

Contained Area

Estimate the volume of an overflow based on area calculations. Use the following steps to calculate volume:

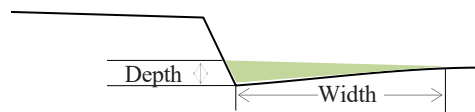
1. Sketch the shape of the spill
2. Measure the dimension of the spill
3. Measure the average depth of the spill
4. Convert all measurements to feet
5. Calculate the volume using the following formulas:
6. Rectangular (gallons) = length x width x depth x 7.48
7. Circular (gallons) = $0.785 * (\text{diameter})^2 * \text{depth}$



Contained in Street Gutter

Estimate the volume of an overflow contained along a street gutter. Use the following steps to calculate volume:

1. Measure the length and width of the spill
2. Measure the average depth of the spill
3. Convert all measurements to feet
4. Calculate the volume using the following formula:
5. Volume (gallons) = length x width x depth x 3.74



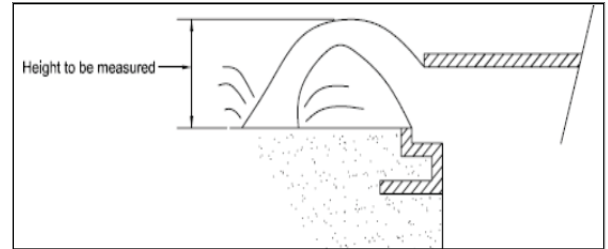
Un-contained Flow

The overflow volume can be estimated with the following formula:

$$\text{Volume (gallons)} = \text{Flow Rate (gpm)} \times \text{duration (minutes)}$$

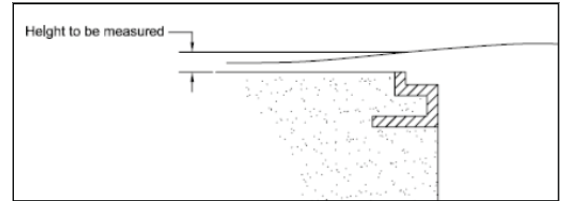
Manhole with Cover in Place

Height of spout above M/H Rim "H" in height	24" MH Cover in Place		36" MH Cover in Place	
	SSO flow "Q" in gpm	Min. Sewer size in which these flows are possible	SSO flow "Q" in gpm	Min. Sewer size in which these flows are possible
1/4	1		1	
1/2	3		4	
3/4	6		8	
1	9		13	
1 1/4	12		18	
1 1/2	16		24	
1 3/4	21		31	
2	25		37	
2 1/4	31		45	
2 1/2	38		55	
2 3/4	45		66	
3	54		78	
3 1/4	64		93	
3 1/2	75		109	
3 3/4	87		127	
4	100		147	
4 1/4	115		169	
4 1/2	131		192	
4 3/4	148		217	6"
5	166		243	
5 1/4	185		270	
5 1/2	204		299	
5 3/4	224	6"	327	
6	244		357	
6 1/4	265		387	8"
6 1/2	286		419	
6 3/4	308		451	
7	331		483	
7 1/4	354		547	
7 1/2	377		551	
7 3/4	401	8"	587	10"
8	426		622	
8 1/4	451		659	
8 1/2	476		697	
8 3/4	502		734	
9	529		773	



Manhole with Cover Removed

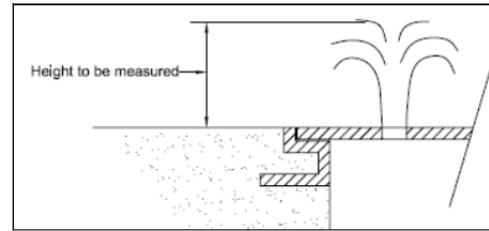
Height of spout above M/H Frame "H" in height	24" MH Cover Removed		36" MH Cover Removed	
	SSO flow "Q" in gpm	Min. Sewer size in which these flows are possible	SSO flow "Q" in gpm	Min. Sewer size in which these flows are possible
1/8	28		49	
1/4	62		111	
3/8	111		187	6"
1/2	160		271	
5/8	215	6"	361	8"
3/4	354	8"	458	
7/8	569	10"	556	10"
1	799	12"	660	12"
1 1/8	1,035		1,035	
1 1/4	1,340	15"	1,486	15"
1 3/8	1,660		1,951	
1 1/2	1,986		2,424	18"
1 5/8	2,396		2,903	
1 3/4	5,799		3,382	
1 7/8	3,132		3,917	24"
2	3,444	21"	4,458	
2 1/8	3,750		5,000	
2 1/4	3,986		5,556	
2 3/8	4,215		6,118	
2 1/2	4,437		6,764	
2 5/8	4,569	24"	7,403	
2 3/4	4,687		7,972	30"
2 7/8	4,799		8,521	
3	4,910		9,062	
3 1/8			9,604	
3 1/4			10,139	
3 3/8			10,625	36"
3 1/2			11,097	
3 5/8			11,569	
3 3/4			12,035	
3 7/8			12,486	
4			12,861	
4 1/8			13,076	
4 1/4			13,285	
4 3/8			13,486	



Manhole pick-hole with Cover in Place

Height of spout above M/H Cover "H"	SSO flow "Q" in gpm
1/8	1.0
1/4	1.4
3/8	1.7
1/2	1.9
5/8	2.2
3/4	2.4
7/8	2.6
1	2.7
1 1/8	2.9
1 1/4	3.1
1 3/8	3.2
1 1/2	3.4
1 5/8	3.5
1 3/4	3.6
1 7/8	3.7
2	3.9
2 1/8	4.0
2 1/4	4.1
2 3/8	4.2
2 1/2	4.3
2 5/8	4.4
2 3/4	4.5
2 7/8	4.6
3	4.7
3 1/8	4.8
3 1/4	4.9
3 3/8	5.0
3 1/2	5.1
3 5/8	5.2
3 3/4	5.3
3 7/8	5.4
4	5.5
4 1/8	5.6
4 1/4	5.6
4 3/8	5.7
4 1/2	5.8
4 5/8	5.9
4 3/4	6.0
4 7/8	6.0
5	6.1

Height of spout above M/H Cover "H"	SSO flow "Q" in gpm
5 1/8	6.2
5 1/4	6.3
5 3/8	6.3
5 1/2	6.4
5 5/8	6.5
5 3/4	6.6
5 7/8	6.6
6	6.7
6 1/8	6.8
6 1/4	6.8
6 3/8	6.9
6 1/2	7.0
6 5/8	7.0
6 3/4	7.1
6 7/8	7.2
7	7.2
7 1/8	7.3
7 1/4	7.4
7 3/8	7.4
7 1/2	7.5
7 5/8	7.6
7 3/4	7.6
7 7/8	7.7
8	7.7
8 1/8	7.8
8 1/4	7.9
8 3/8	7.9
8 1/2	8.0
8 5/8	8.0
8 3/4	8.1
8 7/8	8.1
9	8.2
9 1/8	8.3
9 1/4	8.3
9 3/8	8.4
9 1/2	8.4
9 5/8	8.5
9 3/4	8.5
9 7/8	8.6
10	8.7



Unrestricted
M/H cover
will start to
lift

Note: this chart is based on a 7.8 inch diameter pick hole.

Flow Estimation Pictures

**City of San Diego
Metropolitan Wastewater Department**



**Reference Sheet for Estimating Sewer Spills
from Overflowing Sewer Manholes**
All estimates are calculated in gallons per minute (gpm)

**Wastewater Collection Division
(619) 654-4160**



 5 gpm	 100 gpm	 225 gpm
 25 gpm	 150 gpm	 250 gpm
 50 gpm	 200 gpm	 275 gpm

rev. 4/99

All photos were taken during a demonstration using metered water from a hydrant in cooperation with the City of San Diego's Water Department.



City of Porterville
Public Works Department
Mailing Address: 291 N. Main Street Porterville, CA 93257
Physical Address: 555 N. Prospect Street Porterville, CA 93257

What Restaurant and Building Owners Need to Know About Grease Traps or Interceptors

Restaurants and large buildings, such as apartment complexes, and other commercial establishments may have grease traps or interceptors that keep grease out of the sewer system. For a grease trap or interceptor to work correctly it must be properly.

1. Designed (sized and manufactured to handle the amount that is expected;
2. Installed (level, vented, etc.); and
3. Maintained (cleaned and serviced on a frequent basis).

Solids should never be put into grease traps or interceptors. Routine, often daily, maintenance of grease traps and interceptors is needed to ensure that they properly reduce or prevent blockages.

Be cautious of chemicals and additives (including soaps and detergents) that claim to dissolve grease. Some of these additives simply pass grease down pipes where it can clog sewer lines in another area.



City of Porterville

Public Works Department

555 N. Prospect

Porterville, CA 93257

ci.porterville.ca.us

City of Porterville Public Works Department



FAT-FREE SEWERS

How to Prevent Fats,
Oils, and Grease from
Damaging Your Home,
Business, and the
Environment

Fats, Oils, and Grease aren't just bad for your arteries and your waistline; they are bad for sewers too!

Sewer overflows and backups can cause health hazards, damage home interiors, and threaten the environment. An increasingly common cause of overflows is sewer pipes blocked by grease. Grease gets into the sewer from household drains as well as from poorly maintained grease traps in restaurants and other businesses.



Where does the grease come from?

Most of us know grease as the byproduct of cooking.

Grease can be found in such things as:

- Meat Fats
- Food Scraps
- Lard
- Baking Goods
- Cooking Oil
- Sauces
- Shortening
- Dairy Products
- Butter and Margarine

Too often, grease is washed into the plumbing system, usually through the kitchen sink. Grease sticks to the insides of sewer pipes (both on your property and in the streets). Over time, the grease can build up and block the entire pipe.

Home garbage disposals do not keep grease out of the plumbing system. These units only shred solid material into smaller pieces and do not prevent grease from going down the drain.

Commercial additives, including detergents, that claim to solve grease may pass grease down the line and cause problems in other areas.



The results can be:

- Raw sewage overflowing in your home or your neighbor's home;
- An expensive and unpleasant cleanup that often must be paid for by you, the homeowners;
- Raw sewage overflowing into parks, yards, and streets;
- Potential contact with disease-causing organisms; and
- An increase in operation and maintenance costs for local sewer departments, which causes higher sewer bills for customers.



DON'T



DO

What we can do to help.

The easiest way to solve the grease problem and help prevent overflows of raw sewage is to keep this material out of the sewer system in the first place.

There are several ways to do this.

1. Never pour grease down sink drains or into toilets.
2. Scrape grease and food scraps from trays, plates, pots, pans, utensils, and grills and cooking surfaces into a can or the trash for disposal (or recycling where available).
3. Do not put grease down garbage disposals. Put baskets/strainers in sink drains to catch food scraps and other solids, and empty the drain baskets/strainers into the trash for disposal.
4. Speak with your friends and neighbors about the problem of grease in the sewer system and how to keep it out. Call your local sewer system authority if you have any questions.

Sewer Collection Hot Spot List-2024**MONTHLY**

1. M=OLIVE & CARMELITA E /425 S'
2. M=OLIVE & CARMELITA N/100'
3. M=OLIVE & OLIVE TERRACE N/100'
4. M=OLIVE @ KESSING & "H" ST, N/600'
5. M=LOCUST @ WALLACE & CORNELL S/350'
6. M=PORTERVILLE RECORDER S/600'
7. M=UNDER DR. LORD'S HOUSE N/1200'
8. M=GIBSON @ 3rd & 4th H ST. N to LAMP WELL/430'
9. M=M/H ON LIME @HENDERSON N/600'
10. M=HENDERSON @ LIME & DIVISION N/600'
11. M=HIGHLAND & MARSHALLN/100'
12. M= HIGHLAND & MARSHALL S/120'
13. M""BELLEVIEW @ R.R.TRACKS S /425'
14. M""BELLEVIEW @R.R.TRACKS N/450'
15. M=IN FRONT OF 376

HENRAHAN ST 300'

16. M=196 W. KANAI S/200'
17. M=EL GRANITO & MORTON N /530'
18. M""MIH ON MAIN & ORANGE E/350'
19. M= ESTHER @ PUTNAM & MILL E/600
20. M=CLEVELAND & PLANO (in dirt driveway) E/250
21. M= FOURTH ST. SOUTH OF MORTON E/575
- QUARTERLY**
22. Q=M/H ON PUTNAM WEST OF INDIANA TO E /425'
23. Q=WILLOW & G" & "H" ST. N /1260'
24. Q=ORANGE @ EL TAPATIO N/450'
25. Q=M/H IN FIELD BEHIND 171-173 K OAK S/450'
26. Q=CLEVELAND @ 2nd & 3rd ST. S/600'
27. Q=HENRAHAN UNDER SANTA FE DEPOT W /180'
28. Q=CLEVELAND & PLANO S/120'
29. Q= M/H IN ALLEY BEHIND DR. LORDS E / 600'

30. Q=M/H IN ALLEY BEHIND P.B.W. S / 380'
31. Q= M/H IN ALLEY BEHIND ELKS LODGE N / 330
32. Q= HENDERSON & G St. N / 100'
33. Q= M/H ON LIHU N. OF SCHOOL E / 580'
34. Q=M/H IN FRONT OF 559 N. PALM W / 140'
35. Q= STATE HOSPITAL LINE ON VANDALIA RD. 600'
36. Q= FLUSH M/H ON LIME @ RICHARD BARTLETTS
37. Q= FLUSH M/H ON YOWLUME IN FRONT OF EMC
38. Q= FLUSH M/H @ SPORTS COMPLEX SHOP
- YEARLY**
39. JET ALL LONE OAK ESTATES (MAY) / 3310'

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING THE SANITARY SEWER MANAGEMENT PLAN FOR
THE CITY OF PORTERVILLE

WHEREAS, the State of California's State Water Resources Control Board (SWRCB) adopted the Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (General Order) Order WQ 2022-0103-DWQ on December 6, 2022; and

WHEREAS, said General Order applies to all public collection system agencies in California that own or operate collection systems comprised of more than one mile of pipe or sewer lines which convey untreated wastewater to a publicly owned treatment facility; and

WHEREAS, said General Order requires said agencies to develop and implement a Sanitary Sewer Management Plan (SSMP) in order to manage the wastewater collection system more effectively; and

WHEREAS, the required SSMP consisting of eleven (11) individual components in which the General Order requires the governing board of the public collection system to adopt the individual elements; and

WHEREAS, the Public Works Staff has presented information outlining the necessary components to the SSMP; and

WHEREAS, it is in the best interest of the City of Porterville to maintain orderly control of its Sanitary Sewer Collection System and associated infrastructure, and being consistent with regulations adopted by the General Order.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the attached 2024 Sanitary Sewer Management Plan.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

Martha A.Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Annual Emulsion Program for Fiscal Year 2024/2025

SOURCE: Public Works

COMMENT: Staff is seeking the City Council's authorization for the expenditure of funds to contract with an emulsion distributor for annual services. Such a contract would secure pricing for services and would greatly improve the efficiency and quality of efforts for the 2024/2025 Overlay Season. An emulsion is a bonding agent for cold and hot mix operations. Staff sought quotes from two local emulsion distributors for services for the Fiscal Year 2024-2025.

Emulsion Distributor	Quoted Price Per Gallon
Standard Emulsion Inc.	\$3.22 Per Gallon
Cain Trucking Inc.	\$3.25 Per Gallon

After receiving two service quotes, staff recommends awarding to Standard Emulsion Inc. as they were the lowest bidder for the proposed scope of services. In the event of operational challenges, staff also seeks authority from the Council to utilize the additional contractor for the same services should scheduling conflicts occur. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Surface Transportation Program Funds, Measure R Local Funds, and Measure I are the sources of funding for this program.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize emulsion distributor Standard Emulsion Inc. for the Fiscal Year 2024/2025;
2. Allow staff to substitute emulsion distributors pending schedule conflicts as ranked by the quote for services; and
3. Allow for fund expenditures as defined by the operation of services from the Self-Performed Street Maintenance Program.

ATTACHMENTS:

1. STANDARD EMULSION TAC QUOTE (2)
2. CAIN TRUCKING TAC QUOTE

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

**Standard Emulsions Inc**

PO BOX 8115
Santa Maria
CA 93456

Estimate

Date	Estimate No.
5/17/2024	50

Phone #	Fax #	E-mail	Web Site
805-332-3650	805-435-3748	scott@standardemulsions.com	www.standardemulsions.com

Customer

CITY OF PORTERVILLE
291 N. Main Street
Poterville, CA 93257

Project

Description	Qty	U/M	Rate	Total
Tack oil in gallons	1	gal	2.99	2.99T
The price is valid from 06/01/2024 to 05/31/2025 The price is FOB Visalia Sales Tax			7.75%	0.23

ALL ORDERS REQUIRE 24 HOUR NOTICE**Total \$3.22**

The terms, provisions and activities undertaken pursuant to this Agreement shall be subject to all applicable laws, orders, rules and regulations of all governmental authorities having jurisdiction, including without limitation the ordinances, rules and regulations of Tulare County, California. Seller shall provide the applicable SDS prior to delivery of a material. The SDS shall describe in detail all risks and hazards in handling and using the material and any special requirements, laws, orders, rules or regulations applicable to the handling or storage of the materials. Seller shall not be liable for any matters not described, or inadequately described, in the SDS. Except for payment due hereunder, either party hereto shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes, and other labor or industrial disturbances, acts of God or the elements, governmental laws, rules, regulations, orders or requests, disruption or breakdown of shipping or transportation facilities, delays of carrier in receiving and delivering material tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Failure to perform due to events of Force Majeure shall not extend the term of this Agreement, except to the extent necessary to complete the transactions contemplated hereby. This Agreement and any disputes arising under it shall be governed by the laws of the State of California. The parties hereby consent to the exclusive jurisdiction of the courts located in the Central District of the Superior Court Santa Barbara, Santa Maria Branch for any disputes arising out of this Agreement. Customer shall be responsible for and shall remit to appropriate taxing jurisdictions all existing or new taxes (including all applicable interest and penalties) imposed with respect to materials delivered to the Facility.

This proposal is valid for five (5) days from the date shown above. Please return one fully executed original of this Agreement either by FAX (805) 435-3748 or email to Flavio (flavio@standardemulsions.com). Upon receipt of signed agreement (preferred) and/or at time of shipment of first load, this proposal will become the binding agreement between the parties.

Purchaser: _____
By: _____
Title: _____
Date: _____

Seller: Standard Emulsions Co.
By: _____
Title: _____
Date: _____



CAIN TRUCKING, INC.

23004 ROAD 140
TULARE, CALIFORNIA, 93274

Tac Oil Quote

Time Period: Starting on July 1st, 2024 & Ending on June 30th, 2025

Material: SS1H – Concentrate

Total Amount +/- 75 tons (240 gallons per ton)

Total Price: \$3.25 per gallon – sales tax included

Pickup at:

Cain Trucking, Inc.

23004 Road 140

Tulare, Ca. 93274

Please call 24 hours prior to needing material if possible.

Thank you



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Request for Approval of the Self-Performed Street Maintenance Program for Fiscal Year 2024-2025

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$2,000,000 in Fiscal Year 2024-2025 for the Self-Performed Street Maintenance Program. In addition to work performed in support of Annexation Projects, staff has prepared a list of street sections that qualify for this fiscal year's Self-Performed Street Maintenance Program; qualification is based on the pavement condition index and the potential that this repair work will prolong the need for reconstruction and improve existing conditions. The proposed treatment is a typical grind out and pave back using an asphalt paver with Asphalt Concrete Hot Mix and/or a traditional cold mix curb-to-curb overlay. The street sections identified are as follows:

STREET	FROM	TO
Westside St.	Morton Ave	Putnam Ave
Newcomb St.	Morton Ave	Olive Ave
Wisconsin St.	Olive Ave	Putnam Ave
Kimberly Pl.	Chelsea Way	South End
Justin Ct.	Chelsea Way	North End
Chris Ct.	Chelsea Way	South End
Prospect St.	North Grand Ave	Pioneer Ave
Lotas Way	Pioneer Ave	Brian Ln.
Villa St.	Union Ave	Vine Ave
E St.	Olive Ave	Vine Ave

Springville Ave	Jaye St.	Oak View St.
Ohio St.	Melinda Ave	Stacie Ave
Chess Terrace St.	Melinda Ave	Gibbons Ave
Cottage Circle	Stacie Ave	North End
Mathew St.	Castle Ave	Brian Ave
Monache Ln.	Red Oak St.	Wellington St.
Silver Maple St.	Monache Ln.	San Lucia Ct.
San Lucia Ct.	Silver Maple St.	East End
Red Oak St.	Luisa Ave	Monache Ln.
Dexter Ave	Villa St.	Village Green St.
Dexter Ave	Villa St.	Carmelita St.
E St.	Olive Ave	Willow Ave
Plano St.	Westfield Ave	1090 N. Plano St.
Casa Del Rio	Date Ave	Presidio Ave
Presidio Ave	Rio Bonito	Carmella St.
Carmella St.	Presidio Ave	Rio Vista Ave
Rio Bonito St.	Presidio Ave	Rio Vista Ave
Olive Ave	Conner St.	Hillcrest St.
Chelsea Way	Newcomb St.	Chris Ct.
Plano St.	Mulberry Ave	Henderson Ave
Westwood St.	Olive Ave	Tule River Bridge

Henderson Avenue (w/b)	State Route 65	1265 W. Henderson Ave
Olive Avenue (e/b)	G Street	F Street
Olive Avenue (e/b)	E Street	Railroad Tracks
Olive Avenue	D Street	Hockett Street

Surface Transportation Program funds, Measure I, and Measure R Local funds are the sources of funding for this program.

RECOMMENDATION: That the City Council:

1. Approve the Fiscal Year 2024-2025 Self-Performed Street Maintenance Program; and
2. Authorize the expenditure of \$2,000,000 in Fiscal Year 2024-2025 for the Self-Performed Street Maintenance Program.

ATTACHMENTS:

1. Proposed Arterial/Collector Overlay Projects Map
2. Proposed Local Streets Overlay Projects Map

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Arterial/Collector Project Map



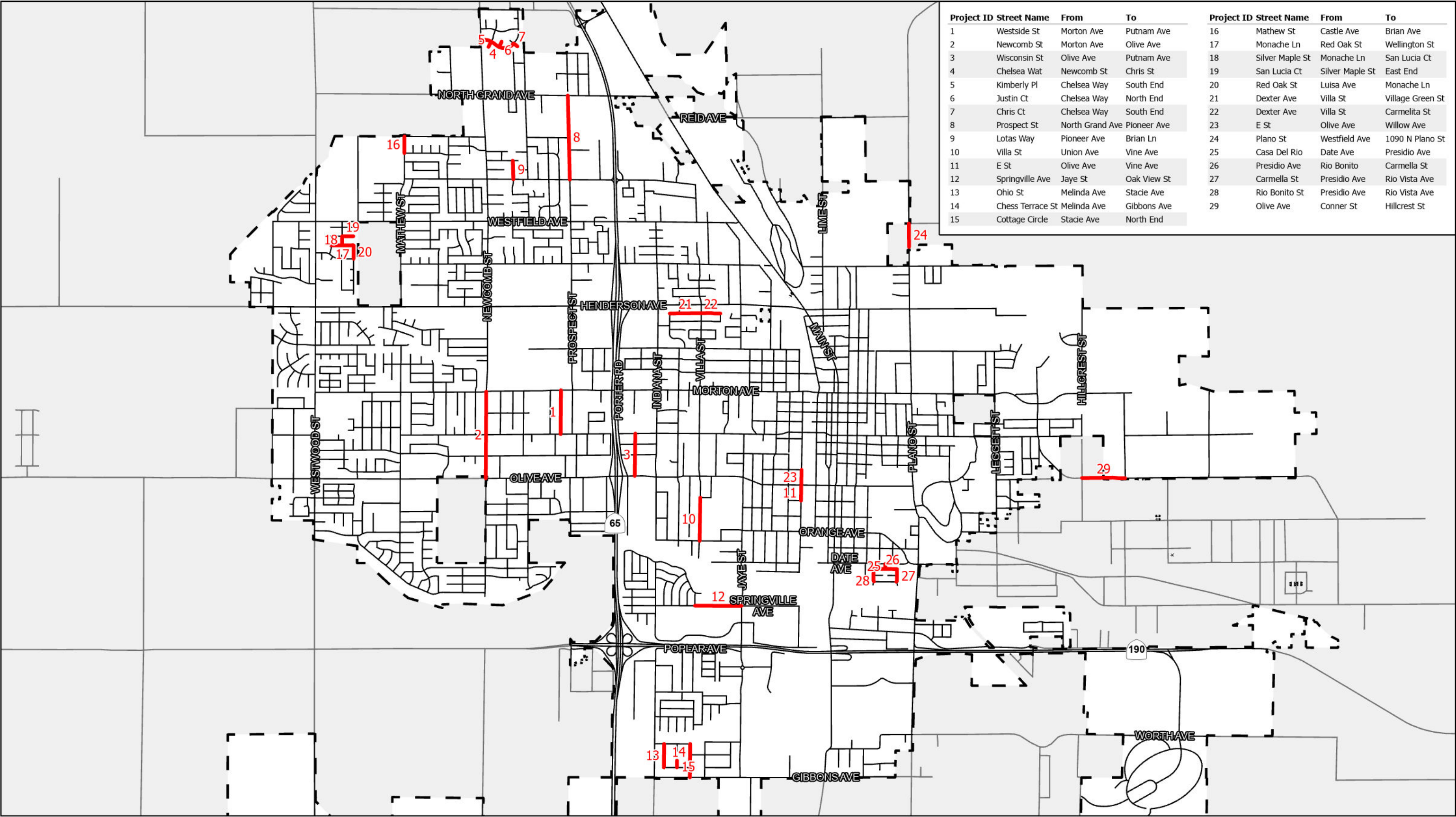
Legend

- Proposed Projects
- City Limits

0 0.5 1 Miles

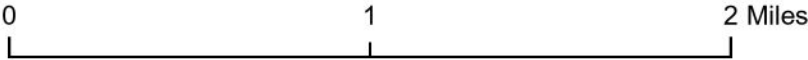


Arterial and Local Streets Project Map



Legend

- Proposed Projects
- City Limits





CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Annual Hauling Services for Asphalt Maintenance Program year 2024/2025

SOURCE: Public Works

COMMENT: The City's Public Works Department - Streets Maintenance Division is asking for approval for the expenditure of funds for Annual Asphalt Hauling Services. Secured pricing and services for asphalt hauling will facilitate efforts for the 2024-2025 overlay season. Historically, staff has had to secure the transport of asphalt on a project-by-project basis, presenting challenges for project scheduling. As the City continues to develop a robust asphalt maintenance program, staff is continuing to look for opportunities to increase efficiency. These efforts enable the Department to maintain staffing levels, reduce equipment operations costs, and complete a higher volume of overlays throughout the city, improving the quality of transportation. With the volume of asphalt material that needs to be delivered during the overlay session and overlay preparations, staff sought quotes for services from local trucking companies for hauling services during the Fiscal Year 2024-2025.

Hauling Services Contractor

Mike Clark Trucking
W.T.B., Inc.

Quoted Cost of Service

@ \$128.00 /hr.
@ \$160.00 /hr.

After reviewing the quotes received, staff recommends awarding Mike Clark Trucking as the lowest quote for the proposed scope of services. In the event of operational challenges, staff seeks authority from the City Council to utilize the additional contractor for the same service should scheduling conflicts occur. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for services will be made available from the Capital Improvement Projects Overlay Program funded by the Surface Transportation Program and Measure R Local funds.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize an annual hauling services contractor, Mike Clark Trucking, for the Fiscal Year 2024-2025;
2. Allow staff to substitute annual hauling contractor pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation of services from the Capital Improvement Project List and Self-performed Street Maintenance Overlay Program; and
4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. MIKE CLARK HAULING QUOTE 24-25 FISCAL YEAR
2. WTB TRUCKING ANNUAL QUOTE 24-25 FISCAL YEAR

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Mike Clark Trucking
19385 Ave. 144, Porterville Ca.
Fax (559)784-8832 Office (559)784-5486 Cell (559)359-9918
C. S. B. #1770985 CA. #304331

Date: April 25, 2024
To : City of Porterville
Attn: Joe Baeza

Trucking for
July 1, 2024- June 30, 2025
Fiscal Year

Aggregates out of Jaxson Baker or Delano Rock to City Yard
Distribution and or Various sites throughout the city in
Super 10, Transfers, Semi Bottoms and Double Bottoms
\$128.00 per hour with 6 Hour Minimum

All other trucking transfers, double bottoms, Demo or Super 10 at \$128.00 per hour. 6 Hour minimums. Billing will be sent out weekly, pay at net thirty days. B & P Code Section 7108.6, penalty by the Debtor to the Carrier of 1.5 percent of the amount due per month for every month payment is outstanding.

QUOTE GOOD FOR (3) THREE MONTHS FROM THIS DATE

Fax Cover Sheet

W.T.B., INC.

7093 W. BELMONT FRESNO, CALIFORNIA 93722

Ofc. (559) 275-1998 Fax (559) 275-1995

Caltrans

DBE CERTIFIED

51618

Supplier Clearinghouse

WBE CERTIFIED

VON: 19001483

DIR

1000512385

Send to:	From: Nick Young
Attention:	Date: May 16, 2024
Office Location:	Office Location: FRESNO, CA.
Fax Number:	Phone Number: (559) 275-1998

☐ Please Sign and Return

_____ Agent or Representative

_____ Date

Total pages, including cover: 2

General Conditions: Unless otherwise specified a 6-hour day, and an 8-hour night/weekend minimum will be incurred on any trucking day, as well as an 8% increase on all rates for nights and weekends. On all night work there will be a 24-hour cancellation policy or an 8-hour minimum will be applied. There will also be a 10% increase for all rubberized asphalt in transfers. **All tonnage quotes are per U.S. ton, based on full loads and direct routes to and from the jobsite and never will any averaging of standby be allowed. Standby will be assessed at the first point of arrival or delay due to the construction site (i.e., traffic control, detours, etc.) and will end when the truck is free and clear to return to the plant or point of origin without delay. If for any reason, there is a dispute over standby all tonnage prices will be reversed to hourly rates. If two or more trucks are sent back on standby and don't receive a load there will be a return charge applied for each truck that does not receive a load.** A fuel increase will be applied to all rates at 1% for every \$0.10 increase once fuel goes over \$6.50 per gallon. For a current rate on fuel please refer to www.eia.gov on-highway retail diesel prices. All quotes including material subject to change without notice depending on material availability. Also, please note that material prices do not include material environmental fees. All individual quotes will be void if this quote is not used in its entirety. It will be the customer's responsibility for any citations written for load showing or overloads from job site off hauls. **Also, it is the customer's responsibility to make WTB aware of any prevailing wage costs associated with the project. All trucking rates shown are "non-prevailing" unless specified. WTB will pass on the extra costs associated with prevailing wage to the customer.** To ensure truck availability WTB requires a weekly estimate of trucks needed, with a minimum of 24-hour notice of confirmation for the scheduling of trucks. With the major shortage of trucks due to the new EPA state mandates, WTB will not be held liable for any shortages of trucks on any project. Please be advised WTB Inc. is a Vendor not a Sub Contractor.

Life of Quote: Unless otherwise specified herein this quote will be VOID 30 days after the noted bid date of WTB Inc. Due to material availability and price fluctuations all material prices will be VOID after 30 days.

Payment: All invoices shall be paid by the 20th of the following month. WTB Inc. is a Vendor-Supplier not a Sub Contractor, late payments will be assessed carrying charges at 1.5% compounded monthly on the outstanding balance. If a dispute arises between the parties, the prevailing party shall be entitled to recover attorney fees in addition to any other relief to which the party may be entitled.

Acceptance: Buyer shall SIGN and RETURN this quote sheet confirming "Special Conditions", price and estimated delivery date, via fax or return mail. **Failure to return a signed copy within 5 days after the start of quoted project constitutes complete and full acceptance.**

Trucking Prices Only:

Day Hourly Rates:

Double Bottoms \$160.00

Transfers \$160.00

Super Dumps \$160.00

End dumps \$165.00

Demo 10's: \$165.00

10 Wheelers \$155.00

Please Note:

~ Please let WTB know within 24 hours of bid time if you will be using our quote.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Asphalt Grinding Program for Fiscal Year 2024-2025

SOURCE: Public Works

COMMENT: Staff is seeking City Council authorization for the expenditure of funds to contract with a grinding contractor for annual services. Such a contract would secure pricing for services and would greatly improve the efficiency and quality of efforts for the Fiscal Year 2024-2025 overlay season. It is proposed that the grinding services consist of the milling of city streets, gutters edge, and the blending of existing asphalt during dig-outs and transitions through the project areas. The proposed services would help maintain or replace the asphalt with the proper thickness, which is critical for the longevity and durability of overlay projects.

With the utilization of a grinding contractor, City staff are capable of overlaying streets that have a lower than normal Pavement Condition Index (PCI) rating in lieu of complete reconstruction, resulting in a quality finished product. Maintenance actions combined with this process would add years to the life of a street, and the cost savings could be used to further the City's Street Maintenance Program. It would further assist the Public Works Department in maintaining minimum staffing levels, reducing equipment operations/maintenance costs, and improving the quality of the finished overlay product.

Staff requested quotes for service from local contractors for service for the Fiscal Year 2024-2025:

Grinding Contractor	Quoted Cost of Service	Mobilization Fee
J. Mack Enterprises, Inc	\$4,000 @ 8hr Rental	No Mobilization Fee
Pavement Recycling Systems, Inc.	\$4,000 @ 8hr Rental	\$360 per day

After receiving quotes, staff's recommendation is to award J. Mack Enterprises Inc., as they were the lowest bidder for the proposed scope of services. In the event of operational challenges, staff also seeks authority from the Council to utilize the additional contractor for the same service should scheduling conflicts occur. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for an Annual Grinding Contractor has been programmed in the Capital Improvement Budget 2024-2025 in the amount of \$75,000 from the Special Gas Tax Fund.

RECOMMENDATION:

That the City Council:

1. Authorize staff to utilize annual grinding contractor J. Mack Enterprises, Inc. for Fiscal Year 2024-2025; and
2. Allow staff to substitute annual grinding contractor pending schedule conflicts as ranked by the quote for services.

ATTACHMENTS:

1. JMACK GRINDER QUOTE 2024-2025
2. PAVEMENT RECYCLING GRINDER QUOTE 2024-2025

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

J. MACK
ENTERPRISES, INC.
ASPHALT MILLING

P.O. Box 7600
Visalia CA 93290

Certified Small Business
#1731864
License #877657

Phone (559) 622-9911
Fax (559) 622-9939

DIR #1000004036

Job Location
Grinding Rates
July 1, 2024 - July 1, 2025

Date 4/24/2024

Price Quotation

City of Porterville
291 N. Main Street
Porterville, Ca. 93257

Phone (559) 782-7593
Fax

Attention: Joe
Bid # 5743
Bid Date 4/24/2024

Item	Description
NOTE	WE HAVE AVAILABLE A 4' MILLING MACHINE FOR A DAILY RENTAL RATE OF (0-8 HOURS) \$4,000.00 PER REGULAR SHIFT
INCLUDES	Cut & load into your trucks, Grind A/C as directed
EXCLUDES -	Milling any concrete, Hauling, Sweeping, Traffic Control, Supplying water by truck, Layout, Handwork (Mini Grinder and/or Jack Hammer), Trimming trees/shrubs that may interfere w/milling process, Areas not accessible to our machine, Any specific gradation, Sawcutting

It is our goal to offer quality work, with quality people, at competitive pricing. We THANK YOU for the opportunity to prove it.

1. This bid is not divisible. All items in this quotation must be accepted for the prices set forth above to be effective. This quotation will be incorporated into the subcontract between the parties.
2. All areas to be ground shall be clearly marked by the General Contractor or Agency Representative prior to commencement of grinding.
3. The above stated price does not include permits, bonds, state or local taxes.
4. USA notification is to be done by the General Contractor prior to commencement of work.
5. Costs of repairs to damaged machinery due to hitting unmarked obstacles (i.e. water valves, manholes, buried steel or iron) will NOT be the responsibility of the General Contractor.
6. All teeth over one complete set will be charged to the contractor. This applies to daily rental only.
7. Back charges to J. Mack on unit price projects must be communicated by the contractor in written form within 48 hours from the time of the occurrence. Back charges are limited to the daily rental rate of our machine. No back charges will be accepted on daily rate rental projects.
8. Unless agreed otherwise, payment is due and payable within 30 days of billing. California Prompt Payment laws shall also apply. Code Section 7108.5 - Prime contractor or subcontractor shall pay to any subcontractor, not later than 10 days after receipt of payment for that portion of work.
9. Items not specifically included within the quotation are considered excluded (Permits, Testing, Bonds).
10. If an Insurance Certificate requires a Waiver of Subrogation, an additional charge of \$250.00 will be applied.
11. NO RETENTION to be withheld on rental rate work.
12. Retention on unit price work performed by J. Mack longer than 60 days after completion or acceptance of J. Mack's work.
13. Customer acknowledges the scope of J. Mack's work includes changing the elevation of the existing roadway. J. Mack will have no obligation of defense or indemnity arising of claims which are the result of J. Mack's normal construction activity.
14. J. Mack shall not be held liable for damage of property caused by unraveling of the milled surface after the contractor has reopened the milled roadway to public traffic.
15. Unless listed at bid time, price quotation is good for 30 days from date of bid.
16. If a job is cancelled by a customer after J. Mack's equipment and crew has been dispatched, regardless of conditions, customer will assume responsibility for all mobilization charges.
If a job is cancelled by a customer after J. Mack has been on jobsite, regardless of conditions, customer will assume responsibility for time incurred. (minimum 2 hour show-up)
17. The unit prices are quoted are for the estimated quantities set forth herein. The prices are subject to adjustment if the quantity of an item increases or decreases twenty percent (20%) or more from the estimate. Proposal is for Monday through Friday (Non Holiday) normal daytime hours.

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352
OR License # 185556

DIR # 1000003363
UT License # 6982390-5501
ID License # 015231-AA-2

NV License # 0036228
AZ License # 183900
WA License # 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 Fax: (951) 682-1094

From: Abraham Perez

Email: APerez@pavementrecycling.com

To: Joe Baeza
City Of Porterville
555 N. Prospect
Porterville, CA 93257
jbaeza@ci.porterville.ca.us

Quote No: 24-06360
Phone:
Fax:
Bid Date: 5/9/2024

City Of Porterville Quote

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	7' Milling Machine Rental First 4 Hours	1.00	LS	\$4,100.00	\$4,100.00
2	7' Milling Machine Rental Day Rate	1.00	DY	\$5,100.00	\$5,100.00
3	4' Milling Machine Rental First 4 Hours	1.00	LS	\$3,400.00	\$3,400.00
4	4' Milling Machine Rental Day Rate	1.00	LS	\$4,000.00	\$4,000.00
5	2' - 3' Milling Machine Rental First 4 Hours	1.00	LS	\$4,300.00	\$4,300.00
6	2' - 3' Milling Machine Rental Day Rate	1.00	DY	\$4,900.00	\$4,900.00
7	Skid Steer/Mini Milling Machine Rental First 4 Hours	1.00	LS	\$2,800.00	\$2,800.00
8	Skid Steer/Mini Milling Machine Rental Day Rate	1.00	DY	\$3,200.00	\$3,200.00
9	Mobilization Of Rental Equipment	1.00	EACH	\$360.00	\$360.00
10	Pulverizer Rental First 4 Hours	1.00	LS	\$4,100.00	\$4,100.00
11	Pulverizer Rental Day Rate	1.00	DY	\$5,100.00	\$5,100.00

Terms and Conditions

• COLD MILLING RENTAL – STANDARD CONDITIONS

- Item #1 includes: Provide One (1) 7' Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$500/hr. will apply.
- Item #2 includes: Provide One (1) 7' Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$700/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- Item #3 includes: Provide One (1) 4' Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$300/hr. will apply.
- Item #4 includes: Provide One (1) 4' Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$500/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- Item #5 includes: Provide One (1) 2' - 3' Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$300/hr. will apply.
- Item #6 includes: Provide One (1) 2' - 3' Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$500/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- Item #7 includes: Provide One (1) Skid Steer/Mini Milling Machine operated and maintained for up to 4 hours per day or night shift. After the first 4 hours for each shift worked, the hourly rate of \$200/hr. will apply.
- Item #8 includes: Provide One (1) Skid Steer/Mini Milling Machine operated and maintained for up to 8 hours per day or night shift. After 8 hours for each shift worked, the hourly rate of \$400/hr. will apply. After 10 hours for each shift worked premium rates will apply.
- Item #9 includes: One (1) Mobilization for the move on and off the project.
- Excludes: Saturday or Sunday work, Traffic control, water/water truck, hauling, sweeping, detailing/handwork, removal of pcc, survey/project layout, maintenance of the project.
- All work is to be performed under the direct supervision and control of the customer. Customer accepts all liability for any claims arising from work performed as directed.
- Price is good through December 31, 2024.

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352
OR License # 185556

DIR # 1000003363
UT License # 6982390-5501
ID License # 015231-AA-2

NV License # 0036228
AZ License # 183900
WA License # 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752
Phone: (951) 682-1091 Fax: (951) 682-1094

From: Abraham Perez

Email: APerez@pavementrecycling.com

To: Joe Baeza
City Of Porterville
555 N. Prospect
Porterville, CA 93257
jbazea@ci.porterville.ca.us

Quote No: 24-06360
Phone:
Fax:
Bid Date: 5/9/2024

• **PULVERIZATION RENTAL- STANDARD CONDITIONS**

- 1) Item #10 includes: One (1) pulverizer, operated and maintained at a lump sum price, based on a Four (4) hour shift. Additional hours after 4 to be billed \$500/hour. Material to be left in place. The minimum width of cut is 8'.
- 2) Item #11 includes: One (1) pulverizer, operated and maintained at a lump sum price, based on an Eight (8) hour shift. Additional hours after 8 to be billed at \$800/hour. More than 10 hours a day, or weekends, premium rates will apply. Material to be left in place. The minimum width of cut is 8'.
- 3) Item #9 includes: One (1) Mobilization for the move on and off the project.
- 4) All pulverizing equipment rental rate work is customers work and will be performed as directed and under supervision of customer.
- 5) Customer accepts all liability for claims arising from work performed as directed. GRADATION GUARANTEE IS SPECIFICALLY EXCLUDED.
- 6) Contractor to locate and mark any utilities/obstructions in and under the mixing area and remove as necessary. PRS is not responsible for damage to underground utilities in or under mixing area. Damage to our equipment to be billed at time and materials.
- 7) Excludes: Pulverizing AC pavement on PCC, CTB, rock larger than 3" or any asphalt thicker than 12" depth. Pavement to be ground must be scraped clean of all debris by the contractor. Traffic loops are to be sawcut in 2-foot intervals prior to pulverization.
- 8) Excludes: Barricades, traffic control, flagging, loading/hauling of material, cleanup, handwork, dust control, layout of work, pulling out areas inaccessible to equipment, SWPP, USA notification, marking or location of utilities - see "GENERAL CONDITIONS"
- 9) Price is good through December 31, 2024.

• **GENERAL CONTRACT TERMS & CONDITIONS**

- GC.01 ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms.
 - GC.02 PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor.
 - GC.03 California prompt pay statutes shall be enforced.
 - GC.04 Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRS excludes from the services quoted herein: MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS.
 - GC.05 Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work.
 - GC.06 All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRS's work. PRS excludes any damage to unmarked or improperly located obstructions in the zone of work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid, the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code.
 - GC.07 Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages.
 - GC.08 Insurance included in this Bid: Commercial Liability \$2MM per occurrence / \$4MM aggregate; \$4MM Products and Completed Operations Aggregate; \$2MM Personal and Advertising Injury; \$2MM Commercial Auto; Worker's Compensation coverage per statute.
 - GC.09 Work performed under the terms of "Rental Agreements" are due 100% in-full on a Net 30 Day basis and are not subject to Retention or other withholds, unless otherwise agreed upon in writing.
 - GC.10 "Rental Agreements" are not subject to warranty, guarantees, backcharge, performance, claims, indemnification of Customer shall accept all liability for any claims arising from work being performed as directed. PRS shall not be obligated to indemnify or defend Contractor with respect to the sole or active negligence, or willful misconduct, of Contractor, Owner, its agents, servants, or other indemnified parties. Subcontractor's indemnity and defense obligation shall be proportional to the extent Subcontractor's acts, omission, fault, or negligence contribute to any claims or damages.
- All WRAP projects are NOT included in our insurance program and it is your responsibility to give us PRIOR to doing the work the enrollment and manual for any WRAP program that applies to the project.

Proposal and Contract

Pavement Recycling Systems, Inc.



CA License # 569352
OR License # 185556

DIR # 1000003363
UT License # 6982390-5501
ID License # 015231-AA-2

NV License # 0036228
AZ License # 183900
WA License # 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 Fax: (951) 682-1094

From: Abraham Perez

Email: APerez@pavementrecycling.com

To: Joe Baeza
City Of Porterville
555 N. Prospect
Porterville, CA 93257
jbazea@ci.porterville.ca.us

Quote No: 24-06360
Phone:
Fax:
Bid Date: 5/9/2024

Payment Terms

95% Monthly Progress Estimate and Retention Withhold as permitted by Contract and State Law.

Notice "Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181 et seq.), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid."

Date:

Accepted By:

Page 3 of 3

From: Abraham Perez



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Street Striping Program for Fiscal Year 2024-2025

SOURCE: Public Works

COMMENT: The Public Works Department-Streets Maintenance Division is seeking authorization for the expenditure of funds for Annual Striping Services. Striping Services will consist of re-striping lane lines for arterial and collector streets throughout the city limits, in addition to the replacement of existing street markings after asphalt maintenance projects. City staff currently re-paint stop bars, stop legends, crosswalks, turn arrows, school legends, and school crosswalks. The City does not possess the equipment needed to maintain the existing travel lane lines; current efforts have been on an as-needed basis, dictated by overlay and street reconstruction projects, with a primary focus on implementing an aggressive road maintenance program.

The City's Street Maintenance Program, coupled with the re-striping of lane lines, is necessary for the visibility and safety of the traveling public and a requirement to keep traveling lane lines up to code with the Manual on Uniform Traffic Control Devices. Staff requested per linear feet quotes and services and received three quotes from surrounding area contractors for the Fiscal Year 2024-2025.

Striping Contractor	Average Quote Per Linear Feet	Mobilization
T&T Pavement Markings	\$0.27 Per Ft.	\$17,500
California Striping Inc.	\$0.35 Per Ft.	\$19,800
Womack Striping Inc.	\$0.37 Per Ft.	\$19,000

Services evaluated and included under the annual agreement are Mobilization, 4" edge line, 4" broken line, 8" single solid line, 4" two-way left turn, linear foot double yellow, linear foot bike lane, linear foot crosswalk removal, crosswalk thermoplastic, removal school xing legend, school xing thermoplastic, traffic control, and layout newly paved roads.

After reviewing the three quotes, staff's recommendation is to award T&T Pavement Markings as the lowest quote for the proposed scope of services. In light of operational challenges, staff would also request the City Council to authorize the ability to use all three striping contractors should scheduling conflicts occur based on the order of quoted services (listed above). Funding for an Annual Striping Program will be determined by the areas of disturbance and performance. Funding will be made available from the following sources;

Surface Transportation Program funds, Measure I funds, and Measure R Local funds for the Fiscal Year 2024-2025 in accordance with Street Maintenance Operations, Capital Improvement Projects, and a Self-Performed Street Maintenance Program.

- RECOMMENDATION: That the City Council:
1. Authorize staff to utilize annual striping contractor T&T Pavement Markings and Products Inc. for Fiscal Year 2024-2025;
 2. Allow staff to substitute striping contractors pending schedule conflicts as ranked by the quote for services;
 3. Allow for fund expenditures as defined by the operation of services from the Self-Performed Street Maintenance program; and
 4. Authorize payment of services upon satisfactory completion.
- ATTACHMENTS:
1. T&T_Pavement_Markings 2024-2025 ANNUAL STRIPING
 2. CALIFORNIA 2024-2025 ANNAUL STRIPING QUOTE
 3. WOMACK 2024-2025 Annual Striping

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



"We are a non-union Contractor"

3276 W. Sussex Way
Fresno, CA 93722
Phone: 559-275-2879
Fax: 559-229-2527
TIN #81-4165560
License #687921
tandtpavemark@gmail.com
DIR Registration #1000046338
SB #2004666

PROPOSAL

DATE: 5/20/2024
PROPOSAL #: 24-258
PREVAILING:

CUSTOMER:

City of Porterville
291 N. Main St.
Porterville, CA 93257

PROJECT:

2024-2025 Annual Striping

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

Qty	Description	Total
	ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & 11	
	LINE ITEM #1 - \$17,500.00 Mobilization, Insurance	
	LINE ITEM #2 - \$.27 per foot Linear feet of 4" edge line (detail 27b)	
	LINE ITEM #3 - \$.23 per foot Linear feet of 4" broken line (detail 8), white or yellow	
	LINE ITEM #4 - \$.31 per foot Linear feet of 8" single solid line (detail 38a)	
	LINE ITEM #5 - \$.44 per foot Linear feet of 4" two way left turn (detail 31)	
	LINE ITEM #6 - \$.52 per foot Linear feet of double yellow center line (detail 21) includes black highlight in middle	
	LINE ITEM #7 - \$.26 per foot Linear feet of bike lane (detail 39)	
	LINE ITEM #8 - \$2.25 per foot Linear feet of yellow crosswalk removal	

- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.
- Upon acceptance of this proposal, please sign and email to our office.
- Proposal is not valid after 30 days without a signature.

Total:

Signature

Date

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

THIS QUOTE INCLUDES ALL STIPULATIONS FOUND ON SEPARATE ATTACHMENT. IF NOT ATTACHED, PLEASE CONTACT OUR OFFICE.



"We are a non-union Contractor"

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SB #2004666

PROPOSAL

DATE: 5/20/2024
PROPOSAL #: 24-258
PREVAILING:

CUSTOMER:

City of Porterville
291 N. Main St.
Porterville, CA 93257

PROJECT:

2024-2025 Annual Striping

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

Qty	Description	Total
	LINE ITEM #9 - \$2.35 per foot Install yellow crosswalk in thermoplastic (lf) LINE ITEM #10 - \$525.00 each Removal of existing Slow School Xing legend LINE ITEM #11 - \$495.00 each Installation of Slow School Xing legend in thermoplastic LINE ITEM #12 - \$15,250.00 Traffic Control LINE ITEM #13 - \$.30 per foot Layout and cat track newly paved roads prior to applying pavement stripes	

- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.
- Upon acceptance of this proposal, please sign and email to our office.
- Proposal is not valid after 30 days without a signature.

Total: \$0.00

Signature

Date

THIS QUOTE INCLUDES ALL STIPULATIONS FOUND ON SEPARATE ATTACHMENT. IF NOT ATTACHED, PLEASE CONTACT OUR OFFICE.

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

CALIFORNIA STRIPING SERVICE, INC
6062 N. BETHEL CLOVIS, CA. 93619
559-325-2986/ FAX 559-325-6409
CELL 559-289-5133

DATE: 5-20-24

TO: CITY OF PORTERVILLE

ATTN: JOE

RE: 2024-2025 ANNUAL STRIPING PROJECT

Scope of Work: One coat of paint for all items, except items 10&11

Item #1	MOBILIZATION	=\$19800.00
Item #2	Detail 27b	=\$.35lf.
Item #3	Detail 8	=\$.30lf.
Item #4	Detail 38a	=\$.38lf.
Item #5	Detail 31	=\$.52lf.
Item #6	Detail 21	=\$.59lf.
Item #7	Detail 39	=\$.34lf.
Item #8	Remove yellow x-walk	=\$2.50lf.
Item #9	Install yellow x-walk	=\$2.42lf.
Item #10	Remove Slow School Xing	=\$550.00ea.
Item #11	Install Slow School Xing	=\$510.00ea.
Item #12	Traffic Control	=\$15700.00
Item #13	Layout New A/C roads	=\$.38lf.

If you have any questions please give me a call.

***Thank You,
Mark Sharer***



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization to Negotiate a Consultant Contract - Transit Management, Operations, and Maintenance of Porterville Transit

SOURCE: Engineering and Project Management

COMMENT: At the City Council Meeting of April 16, 2024, the City Council authorized staff to advertise a Request for Proposals (RFP) for Transit Management, Operations, and Maintenance of Porterville Transit. In addition to managing, operating, and maintaining the Porterville Transit System (PT), the scope of services also includes managing, operating, and maintaining the facility, fleet vehicles, and buses provided by the City. The initial contract will be a five (5) year term.

On April 23, 2024, staff advertised the RFP on Public Purchase, the California Association for Coordinated Transportation (CALACT), and Transit Talent. Public Purchase maintains one of the largest and most complete databases of government bid opportunities in the nation and is used by many cities in California. CALACT is a statewide, non-profit organization that has represented the interests of small, rural, and specialized transportation providers and has over 300 members comprised of transit operators and commercial vendors. The Transit Talent website is one of the most comprehensive career and procurement resource for the transit industry, making it a valuable resource for both transit agencies and industry vendors.

On April 30, 2024, an informational conference and facility tour was held at the City of Porterville Corporation Yard to allow interested vendors an opportunity to ask questions regarding the project and the RFP. SM Transit was the only vendor to attend the informational conference and facility tour.

Interested vendors were encouraged to submit any questions or items for clarification in writing through the Public Purchase website by May 14, 2024. On May 16, 2024, Addendum #1 was issued to provide answers to clarifying questions and information related to the City's transit fleet. SM Transit was the only vendor to submit any questions or items for clarification. As of May 20, 2024, a total of 16 parties had downloaded a copy of the RFP, which included six (6) qualified transit contractors (four (4) nationally recognized). Proposals were due by 4:00 p.m. on May 21, 2024, and the City received a single proposal from Tree's Sierra Management, Inc. of Porterville (dba SM Transit).

According to the FTA Procurement Circular 4220.1F, Chapter VI 3.i, if the City advertises a procurement and receives a single bid, the City is required to determine why the vendors that were solicited failed to respond. The City must contact them and document in the file as to the reasons they give for not bidding.

If the reasons given are within the City's control; for example, a restrictive specification or other restrictions in the solicitation such as unreasonable delivery time, then the City has a sole source (non-competitive) situation that must be processed as a sole source, with the appropriate documentation and City approvals.

If the City finds that the specification was restrictive, then the City should revise the solicitation if possible to allow for competitive bids. If the City finds that the specification must remain as it is (restrictive of competition) then the City must explain why this is necessary.

However, if the reasons given by the non-bid vendors are beyond the City's control; for example, they had other business priorities and chose not to bid for business reasons, then the City may conclude that the procurement is competitive, and the City does not have to process the award as a sole source. It is recommended that the City get the non-bid vendors to send the City an email or letter as to their reasons for not bidding so that the procurement file documents their reasons.

The evening of May 21, 2024, staff emailed each of the six (6) qualified transit contractors asking for a reason(s) they did not submit a proposal. As of May 28, 2024, staff received two (2) responses. The first contractor shared that they were actively working on SOQ's for other RFP's and did not have the staff available to complete one for the City of Porterville. The second firm felt that the ten (10) years of experience required in the RFP was too restrictive for their firm at this time, but they would continue to watch for opportunities with Porterville in the future; it is important to note that the RFP only required five (5) years of experience and not the ten (10) years the second firm stated in their email response.

Staff has determined that the City's specifications and other terms and conditions were not restrictive, and factors other than the City's solicitation were responsible for other vendors not bidding, the competition was adequate, and it is recommended the proposed award is a competitive award. As part of the contract negotiations, staff will be ensuring that a price analysis is completed that determines that the price is fair and reasonable based on the FTA Circular 4220.1F.

The selection of a contract operator for the City was based on a competitively negotiated method of procurement. Guidance from the Federal Transit Administration (FTA) defines this type of procurement as the most appropriate procurement method when: (1) price alone is not the determinant factor in selection, and (3) discussions are expected with prospective offers after proposal submission.

The base term of the contract resulting from this procurement will be a firm-fixed-price for five years, commencing on July 1, 2024, and ending on June 30, 2029. The City, at its sole discretion, may exercise five additional periods of one year each. Price increases, if any, will be calculated by the California Consumer

Price Index (CPI) and executed through an amendment to the contract.

In addition, it is worth noting that the general terms and conditions of the RFP required proposers to disclose any financial, business, or other relationship with the City that may have an impact on the outcome of the project and list all current clients who may have a financial interest in the outcome of the project.

As required by the RFP and FTA procurement requirements, SM Transit provided a disclosure that while SM Transit is owned and operated by family members related to the City's Director of Transportation, and stating that the Director of Transportation has no financial interest in SM Transit. They also provided their organizational chart as further evidence of such.

Per State and Federal conflicts of interest regulations, certain local agency officers and employees are restricted from participating in the decisions making or administering a contract, with individuals/companies/vendors, if the officer or employee has a financial interest or relationship with the vendor. Under California law specifically, city officers and employees are considered presumptively to have a financial interest with regard to their spouses' interests and dependent children's interests, but not in their parents' interests unless the officers and employees are themselves still dependents.

The City Director of Transportation has gone on record that SM Transit is owned and operated by a parent and a sibling, and has also provided that he does not have any financial interest in the contract and receives no financial benefit based on SM Transit's operations, or its provision of services to the City. The Director did not participate in the development of the RFP, the review of the response received, or any recommendations related to selection or award, and the Director will not participate in contract negotiations with SM Transit.

To further protect the City from any potential or appearance of a conflict of interest should SM Transit be selected as the City's vendor, the City's organizational structure prevents the Director of Transportation from approving SM Transit's invoices, or participating in any potential amendments to the contract. These authorizations and/or approvals are designated to the Assistant City Manager, Finance Director, and the City Council. Additionally, the City Attorney is requesting an opinion from the California Fair Political Practices Commission concerning any other required restrictions. The City has previously adopted conflict of interest policies (standards of conduct) related to Federally assisted programs and will be reviewing and updating said policies, if necessary, for City Council approval at its next meeting to ensure that said policies continue to meet requirements per the Code of Federal Regulations for governing the actions of employees engaged in the selection, award, and administration of contracts.

Staff finds that the qualifications and experience of SM Transit meets the requirements outlined in the RFP and recommends the City Council authorize the noted staff to commence negotiating a Service Agreement with them. Staff will seek Council approval of that Agreement at a later meeting.

RECOMMENDATION: That the City Council authorize staff to negotiate a scope of services contract with Tree's Sierra Managment, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Designation of Authority and Assigned Roles to the FTA TrAMS and ECHO Systems

SOURCE: Public Works

COMMENT: The Federal Transit Administration (FTA) as part of the U.S. Department of Transportation (DOT) provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems. Financial assistance to states and local transit providers (referred to as recipients) is provided through federal grants and cooperative agreements. Recipients of these federal funds are responsible for managing their programs in accordance with federal requirements, and the FTA is responsible for ensuring that the recipients of these funds follow federal mandates along with statutory and administrative requirements.

The Transit Award Management System (TrAMS) is a web-based tool that was developed to allow recipients to apply for federal funds, manage their programs in accordance with federal requirements, and provide the FTA with a method to review, approve, control, and oversee the distribution of funds. The Electronic Clearing House Operation (ECHO)-Web is a web-based tool that was developed to allow recipients to request payments from their grant awards.

For TrAMS, each recipient organization must designate at least one User Manager who is responsible for assigning roles to each user within their organization. Recipient users will be assigned one or multiple roles. The following table lists the available user roles that may be assigned to recipient users and the system actions that these roles provide access to.

TrAMS User Role	Available Actions
Read Only	• Search Applications/Awards • Search Recipient Organizations • Search FFR and MPR for Review • Search DBE Reports • Search Budget Reports
User Manager	• FACES actions to create and manage users

Submitter	• Create Application • Submit and Transmit Application • Re-Submit Application
Developer	• Create Application
Official	• Executes grant/cooperative agreements • Certifies the annual Certifications & Assurances
Attorney	• Prepares and submits/uploads recipient legal documents • Certifies the annual Certification & Assurances
Civil Rights	• Updates Civil Rights program compliance and documents • Completes and submits DBE reports.
FFR Reporter	• Prepares and submits Federal Financial Reports
MPR Reporter	• Prepares and submits Milestone Progress Reports

For ECHO-web, each recipient organization must assign roles to each user within their organization. Recipient users will be assigned one or multiple roles. The following table lists the available user roles that may be assigned to recipient users and the system actions that these roles provide access to.

ECHO User Role	Available Actions
Grantees	• The Grantee can request payments and view payment history. • Each organization may have up to two Grantee users.

Approving Official (AO)

- AOs receive email notifications of payment requests from their organization
- Each organization must have at least one AO assigned to allow grantees to submit payment requests.

Read Only

- View payment history

It is staff's recommendation to designate the following authority and assigned roles for the FTA TrAMS and ECHO systems:

Name (Position)	Role	Task
Patrice Hildreth, City Manager	Official	• Executes grant/cooperative agreements • Certifies annual Certifications & Assurances
Julia Lew, Attorney	Attorney	• Prepares and submits recipient legal documents • Certifies annual Certifications & Assurances
Jason Ridenour, Deputy City Manager	User Manager 1	• Adds, edits, or removes roles and privileges for the organization's users • Edits agency point of contact and profile information • Deactivates and reactivates users
Michael Knight, Assistant City Manager	User Manager 2	• Adds, edits, or removes roles and privileges for the

organization's
users

- Edits agency point of contact and profile information
- Deactivates and reactivates users

Janie Rodriguez, Finance Approving Official
Director

- Read Only
- Receives email notifications of Payment Requests

Richard Tree, Submitter
Transportation Director Civil Rights
FFR Reporter
MPR Reporter

- Creates Applications
- Updates civil rights program compliance and submits DBE reports
- Prepares and submits Federal Financial Reports
- Prepares and submits Milestone Progress Reports

Trisha Whitely, Grantee
Accountant II

- Request payments and view payment history

RECOMMENDATION: That the City Council adopt the draft resolution designating authority and assignment of roles to the FTA's TrAMS and ECHO-web systems.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. _____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DESIGNATION OF AUTHORITY AND ASSIGNMENT OF ROLES TO THE FEDERAL
TRANSIT ADMINISTRATION's TRAMS AND ECHO-WEB SYSTEMS**

The City Council of the City of Porterville, an FTA recipient hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the Federal Transit Administration (FTA) as part of the U.S. Department of Transportation (DOT) provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems;

WHEREAS, financial assistance to states and local transit providers (from here on referred to as recipients) is provided through federal grants and cooperative agreements;

WHEREAS, the City of Porterville is a recipient of federal funding and is responsible for managing their programs in accordance with federal requirements, and the FTA is responsible for ensuring that the recipient of these funds follow federal mandates along with statutory and administrative requirements;

WHEREAS, the Transit Award Management System (TrAMS) is a web-based tool that was developed to allow recipients to apply for federal funds, manage their programs in accordance with federal requirements, and provide the FTA with a method to review, approve, control, and oversee the distribution of funds;

WHEREAS, the Electronic Clearing House Operation (ECHO)-Web is a web-based tool that was developed to allow recipients to request payments from their grant awards;

WHEREAS, the City of Porterville must designate authority and assign roles to users within its organization;

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and adopt the designation of authority to the following:

1. Patrice Hildreth, City Manager, is designated as the Official and is authorized to execute grant and cooperative agreements; certifies the annual Certifications & Assurances.
2. Julia Lew, Attorney, is designated as the Attorney and is authorized to prepare and submit recipient legal documents; certifies the annual Certifications & Assurances.
3. Jason Ridenour, Deputy City Manager, is designated as a User Manager and is authorized to add, edit, or remove roles and privileges for recipient users.

4. Michael Knight, Assistant City Manager, is designated as a User Manager and is authorized to add, edit, or remove roles and privileges for recipient users.
5. Janie Rodriguez, Finance Director, is designated as Approving Official and is authorized to view all payment request and payment reports.
6. Richard Tree, Transportation Director, is designated as Submitter, Civil Rights, FFR Reporter, and MPR Reporter and is authorized to create and submit applications; update civil rights program compliance and submits DBE reports; prepares and submits FFR and MPR reports.
7. Trisha Whitely, Accountant II, is designated as Grantee and is authorized to request payments and view payment history.

PASSED, APPROVED AND ADOPTED this 4th day of June 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Certify Federal Fiscal Year 2024 Certifications and Assurances for FTA Assistance Programs

SOURCE: Public Works

COMMENT: The Federal Transit Administration (FTA), as part of receiving federal financial assistance, requires the City to certify that it will comply with the federal requirements outlined in the attached Federal Fiscal Year 2024 FTA Annual Certifications and Assurances.

Awards of FTA funding are subject to certain mandatory certifications on the part of the recipient. These certifications are required by statutes, regulations, and/or FTA or U.S. DOT policies. For the convenience of FTA's recipients, FTA consolidates all required certifications into a single document called the Certifications and Assurances that each applicant must submit once annually in any fiscal year in which it will apply for a new award or an amendment to an existing award.

The Certifications and Assurances are grouped into several categories that broadly correspond with FTA's funding programs or the activities to be undertaken in an award. For the applicant's convenience, FTA's Certifications and Assurances provide an option for the applicant to make all certifications at once, instead of selecting specific certifications. Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

RECOMMENDATION: That the City Council authorize the City Manager and Attorney to sign and certify the Federal Fiscal Year 2024 FTA Annual Certifications and Assurance.

ATTACHMENTS: 1. FFY 2024 FTA Annual Certifications and Assurances

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no 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
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Porterville

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	
02 Public Transportation Agency Safety Plans	
03 Tax Liability and Felony Convictions	
04 Lobbying	
05 Private Sector Protections	
06 Transit Asset Management Plan	
07 Rolling Stock Buy America Reviews and Bus Testing	
08 Urbanized Area Formula Grants Program	
09 Formula Grants for Rural Areas	
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Porterville

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Patrice Hildreth, City Manager Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Porterville

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Julia Lew, Attorney Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization for City of Porterville Fire Department to Host Chief Fire Officer Series of Classes

SOURCE: Fire

COMMENT: The Fire Department has recently remodeled its training facility to align with the master plan to provide quality training to Department personnel and cooperating area providers. The Department has identified succession planning for its personnel as a priority, and we have determined the immediate need is for Chief Fire Officer training.

Mike Kraus is a recognized leader and instructor of State Fire Training Classes, with whom the department has contracted department programs previously. Kraus regularly instructs Chief Fire Officer classes throughout the state and is recognized as an industry expert. Kraus is well-known and trusted in the fire industry and has trained several of Porterville Fire Department's current Chief Officers. Kraus led the Serious Accident Review Team (SART) investigation of the Library Fire and was also contracted for the department's Community Risk Reduction Survey/Standards of Coverage and Strategic Plan

The Fire Department requests the authorization to contract Mike Kraus Leadership to present to the City of Porterville Fire Department the Chief Fire Officer series of classes 3A, 3B, 3C, and 3D from the State Fire Training Curriculum. The total cost of the class is not to exceed \$35,000 including certificate costs for each class, with a maximum of 25 students per class. The initial cost of the class is \$35,000; however, the Fire Department will make the class available to non-Porterville Fire Department personnel in addition to internal personnel. The tuition of non-Porterville Fire Department personnel is expected to recover a large portion of the cost. To continue to promote succession training, Porterville Fire Department personnel who meet the qualifications to attend the class will not be charged tuition. All other students will be charged tuition as part of the cost recovery to reduce the cost of providing our personnel with the much-needed training.

Funds for this class are available in the Fire Department's training expense budget.

RECOMMENDATION: That City Council authorize the City of Porterville Fire Department to contract with Mike Kraus Leadership to present the Chief Fire Officer series consisting of classes 3A, 3B, 3C, and 3D certified by

California State Fire Training in an amount not to exceed
\$35,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization for Out of State Travel

SOURCE: Police

COMMENT: An Illicit Hazardous Environment State and Local Basic Technician (SLT) Course, presented by the Federal Drug Enforcement Administration (DEA), holds the finest Clandestine Laboratory training. This is a unique and specialized training that occurs only in Quantico, Virginia.

On average, the DEA allocates only about 30 spots for this training, which is attended by state and local law enforcement officers and DEA task force officers only, including numerous from out-of-state. The fight against narcotics and clandestine laboratories in our region is important, ongoing, and complex. This one-of-a-kind, five-day training course, offers several specified classes for narcotics and task force officers to be certified in clandestine laboratory detection, investigation, clean up, and removal.

In addition to receiving the invaluable training, attendees will learn from peers and industry experts, network with other officers from their state and region, and see the latest methods to assist with clandestine laboratory investigations and removal.

Porterville Police Department currently has a detective who is a narcotics expert, assigned to the High Intensity Drug Trafficking Area (HIDTA) multi-agency task force, which covers Tulare and Kings Counties. All but one HIDTA task force detective has attended this specialized training, and this task force is regularly called upon to investigate clandestine laboratories in Porterville and surrounding county areas. Although the Porterville Police Department must pay for travel expenses, the flight, per-diem for all meals, and hotel accommodations, these expenses are fully reimbursed by the DEA. Currently, Quantico, Virginia, is the only location that offers this specialized training.

Pursuant to City policy, out-of-state travel by staff requires City Council approval. The police department is seeking approval to send a Porterville Police detective to the DEA training session, which is scheduled to take place from June 24-28, 2024.

RECOMMENDATION: That the City Council approve the out-of-state travel for a Porterville Police Detective to attend the Drug Enforcement Agency Illicit Hazardous Environment State and Local Basic Technician (SLT) Course in Quantico, Virginia.

ATTACHMENTS: 1. DEA Clan Lab training agenda

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



**DEA Illicit Hazardous Environment
S&L Basic Technician Training Course
SLT # 419
June 24-28, 2024
Class Coordinator: SA Glenn Morales**

MONDAY, JUNE 24, 2024

8:30 AM – 9:00 AM	Welcoming Remarks & Administrative Matters	DEA Staff
9:00 AM – 9:45 AM	Introduction to IHEs (Roles & Responsibilities)	Hazard3
9:45 AM – 10:45 AM	Toxicology	Hazard3
10:45 AM – 12:00 PM	Chemical Hazards	Hazard3
12:00 PM – 1:00 PM	Lunch	
1:00 PM – 2:00 PM	Physical Hazards	Hazard3
2:00 PM – 5:00 PM	Drug Manufacturing Methods & Hazards	Hazard3

TUESDAY, JUNE 25, 2024

8:00 AM – 9:00 AM	Personal Protective Equipment (PPE)	Hazard3
9:00 AM – 12:45 PM	Air Monitoring and Practical Exercise	Hazard3
12:45 PM – 1:45 PM	Lunch	
1:45 PM – 2:45 PM	Identifying Unknowns with a TruNarc	Hazard3
2:45 PM – 3:45 PM	Chemical Handling	Hazard3
3:45 PM – 5:00 PM	Chemical Characterization Exercise	Hazard3

WEDNESDAY, JUNE 26, 2024

8:00 AM – 9:30AM	First on-scene, Hazard Controls, Hazard Assessment & Field References	Hazard3
9:30 AM – 10:45AM	IHE Phases & Site Control	Hazard3
10:45 AM – 12:00 PM	Respiratory Protection & Odor Threshold	Hazard3
12:00 PM – 1:00 PM	Lunch	
1:00 PM – 2:00 PM	SCBA / APR Donning and Doffing	Hazard3

2:00 PM – 2:30 PM	Fit Test MSA Facepiece	Hazard3 (2)
2:30 PM – 3:30 PM	Decontamination	Hazard3
3:30 PM – 5:00 PM	Donning / Doffing Level B with Decontamination	Hazard3 (2)

THURSDAY, JUNE 27, 2024

8:00 AM – 12:45 PM	Practical Exercises (3 Rotations) A) Assessments and Evidence B) Assessment Exercise C) Level A PPE & Decontamination	Hazard3 TROI Staff Hazard3
12:45 PM – 1:45 PM	Lunch	
1:45 PM – 3:30 PM	<u>Group A</u> ERG, SDS, and Sampling Liquids: Tools/Methods	Hazard3
1:45 PM – 3:30 PM	<u>Group B</u> Field Operations Exercise	Hazard3
3:30 PM – 5:00 PM	<u>Group A</u> Field Operations Exercise	Hazard3
3:30 PM – 5:00 PM	<u>Group B</u> ERG, SDS, and Sampling Liquids: Tools/Methods	NES

FRIDAY, JUNE 28, 2024

8:00 AM – 8:30 AM	One Pot & FR Burn	TROI Staff
8:30 AM – 9:15 AM	Don & Doff FR PPE	TROI Staff
9:15 AM – 10:15 AM	PPE Sizing	TROI Staff
10:15 AM – 11:00 AM	DEA Hazardous Waste Program	DEA, EMS HQ
11:00 AM – 12:00 PM	Homemade Explosives (HME)	FBI Explosives Unit
12:00 PM – 1:00 PM	Lunch	
1:00 PM – 2:30 PM	Test	TROI Staff
2:30 PM – 4:00 PM	Grading and Test Review	TROI Staff
4:00 PM – 5:00 PM	Evaluations Turn-in & Graduation	TROI Staff

Return Student Badges to the Security Desk prior to your departure.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Cooperative Agreement with California Highway Patrol for Use of the Police Firing Range

SOURCE: Police

COMMENT: The Porterville Police Department weapons range became operational in May 2011 for live fire training. Currently, the California Highway Patrol is under an agreement to utilize the range for training and qualifications of their personnel. This agreement expires June 30, 2024. The Porterville Police Department and the California Highway Patrol would like to renew the agreement.

California Highway Patrol has agreed to pay a sum of \$4,500 to the City of Porterville in compensation for facility usage, upkeep, and maintenance over the next three (3) years. This amount is based on their estimated use per year. This agreement will be re-evaluated at the end of the agreement period.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of 07/01/24, thru 06/30/27; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS: 1. CHP Range Agreement

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

SCO ID: 2720-24C481000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24C481000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Porterville

2. The term of this Agreement is:

START DATE

07/01/2024

THROUGH END DATE

06/30/2027

3. The maximum amount of this Agreement is:

\$4,500.00 (Four Thousand Five Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions - Modified	4
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Porterville

CONTRACTOR BUSINESS ADDRESS

350 North D Street

CITY

Porterville

STATE

CA

ZIP

93257

PRINTED NAME OF PERSON SIGNING

JAKE CASTELLO

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Porterville Area office, the services described herein:

Furnish use of Contractor's weapons firing range facilities including restroom facilities if available; pay all taxes, insurance, bonds, license and permit fees, maintenance fees and all other costs required to provide use of the weapons firing range facility in accordance with this Agreement.

2. The services shall be performed at service location:

City of Porterville, Porterville Police Department
12261 Road 216
Porterville, CA 93257

3. The services shall be provided during:

Such times that is mutually agreeable to both parties.

4. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville	
NAME		NAME	
Jason Hunt, Lieutenant		Jake Castellow, Chief of Police	
TELEPHONE NUMBER	EMAIL ADDRESS	TELEPHONE NUMBER	EMAIL ADDRESS
(559) 784-7444	JHunt@chp.ca.gov	(559) 782-7402	jcastellow@ci.porterville.ca.us

Direct all inquiries to:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville	
SECTION/UNIT		SECTION/UNIT	
Business Services Section, Contract Services Unit		Porterville Police Department	
ATTENTION		ATTENTION	
Dornetta Williams, Contract Analyst		Jake Castellow, Chief of Police	
ADDRESS		ADDRESS	
P.O. Box 942898 Sacramento, CA 94298-0001		350 North D Street Porterville, CA 93257	
TELEPHONE NUMBER	EMAIL ADDRESS	TELEPHONE NUMBER	EMAIL ADDRESS
(916) 843-3641	dwilliams@chp.ca.gov	(559) 782-7402	Jcastellow@ci.porterville.ca.us

SCOPE OF WORK

5. Detailed description of work to be performed:

- A. The weapons firing range use shall be limited to CHP personnel assigned to the Porterville Area office.**
- B. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.**
- C. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. The weapons firing range must be available at least 3 times a month, between the hours of 0600 and 2200 hours, for day and night shoots. (Actual hours of use will vary based upon current training needs). Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.**
- D. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.**
- E. Brass will be retained by Contractor.**
- F. Facility must have 50-yard rifle range and move and shoot capability.**
- G. The weapons firing range must be able to accommodate the following:**
 - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G).**
 - a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.**
 - b. Two (2) qualification shoots which must be performed at the following distances: 2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.**
 - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.**
 - d. Use for make-up shoots at times mutually agreeable to both parties.**
 - 2) Tactical rifle (.223 caliber).**
 - a. Four (4) shoots per year (quarterly).**
 - b. One (1) night shoot is required.**
 - c. Maximum distance of 50 yards.**
 - 3) Shotgun (00 buckshot).**
 - a. Eight (8) shoots per year (two (2) quarterly).**
 - b. Two (2) night shoots required.**
 - c. Distance 15 yards maximum.**
- H. Inspection and test firing of weapons:**
 - 1) All weapons are to be test fired after each required inspection by the Porterville Weapons Range Officer.**
 - 2) Use of facility to test fire weapons will be coordinated between the Porterville Weapons Range Officer and the Contractor.**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Jason Hunt, Lieutenant, or Designee
Office: Porterville Area office
Address: 861 W. Morton Ave.
Porterville, CA 93257

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rate Schedule

CHP agrees to pay Contractor One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), annually in arrears for actual services rendered, for use of the weapons firing range facility by uniformed personnel assigned to the CHP Porterville Area office.

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EXHIBIT C - MODIFIED

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Superseded by Exhibit D, Paragraph 6.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical

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EXHIBIT C - MODIFIED

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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EXHIBIT C - MODIFIED

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE

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EXHIBIT C - MODIFIED

participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP or Contractor reserves the right to cancel this Agreement with thirty (30) days advance written notice to either party.
2. Agreement may be amended by mutual written consent of the parties hereto.
3. In the event of an unforeseen emergency, CHP may cancel this Agreement without prior notice and without compensation to Contractor.
4. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
5. Contractor agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of Contractor.
6. The parties hereto agree that the following supersedes and substitutes for paragraph 5 of Exhibit C:

CHP shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnities"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of CHP's performance of its obligations under this Agreement or out of the operations conducted by CHP at Contractor's weapons firing range, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from CHP's performance of this Agreement, CHP shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> PORTERVILLE POLICE DEPARTMENT		<i>Federal ID Number</i> 94-6000398
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> JAKE CASTELLON, CHIEF OF POLICE		
<i>Date Executed</i> 5-24-24	<i>Executed in the County of</i> TULARE	

A. CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Joint Funding Agreement with Porterville Unified School District for School Resource Officers

SOURCE: Police

COMMENT: The Porterville Police Department currently has three (3) Police Officers assigned as School Resource Officers for the Porterville Unified School District. During school hours, these officers respond to reports of criminal activity at all school sites within the City of Porterville. In addition, these officers provide requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. Porterville Unified School District has shared in the funding of three (3) School Resource Officers and has agreed to renew the Joint Funding Agreement in which they share costs.

The estimated salary and benefits cost for School Resource Officers during the term of the 2024-2025 school year is \$115,000 per officer. Porterville Unified School District has agreed to pay 65% of the salary and benefits of three (3) School Resource Officers. Based on the formula above, for this term, the City shall contribute an estimated \$153,500 for three (3) School Resource Officer positions assigned to the Porterville Unified School District. This represents 35% of the estimated salary and benefits costs for three (3) School Resource Officers, as well as an additional \$40,000 in estimated ancillary costs. Porterville Unified School District will contribute up to \$214,500 for the three (3) School Resource Officers, which represents 65% of salary and benefits costs for the School Resource Officers.

Three School Resource Officers will generally be assigned to the Porterville Unified School District, with each officer generally responsible for each of the three major high schools and their respective feeder schools. These assignments will not preclude the ability of each Officer to respond to other areas as needed. Department staff is requesting Council approval to enter into an agreement to continue the School Resource Officer program with Porterville Unified School District.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for Joint Funding for School Resource Officers with Porterville Unified School District for the period of July 1, 2024, through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreements on behalf of the City of Porterville.

ATTACHMENTS: 1. Joint Funding Agreement PUSD

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2024, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2024, and ending on June 30, 2025.
2. The CITY shall provide three "School Resource Officers" effective at the beginning of the school year, August 2024, and concluding at the end of the school year, June 2025. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
3. The Department will be responsible for selecting which Department employees will serve as SRO's, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$115,000. This does not include any ancillary costs or overtime costs.
5. Three SROs shall be assigned to the PUSD District and the salary and benefit costs for the three SROs shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$153,500 for three SRO positions. This represents 35% of maximum estimated costs of salary and benefits for each position, plus approximately \$40,000 in ancillary costs.
7. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$214,500 for three SRO positions. This represents 65% of the maximum estimated salary and benefits costs (\$368,000).
8. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2025).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall

therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257

Phone: 559-793-2455

Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.

- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- e. 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.
- f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- g. 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 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.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

PORTERVILLE UNIFIED SCHOOL DISTRICT:

Brad Rohrbach, Ed.D., Assistant Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department and the Porterville Unified School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can

take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Joint Funding Agreement Burton School District for a School Resource Officer

SOURCE: Police

COMMENT: The Porterville Police Department currently has one (1) Police Officer assigned as School Resource Officer for the Burton School District. During school hours, the officer responds to reports of criminal activity at all school sites within the City of Porterville. In addition, the officer provides requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. Burton School District has shared in the funding of the School Resource Officer and has agreed to renew the Joint Funding Agreement in which they share costs.

The estimated salary and benefit cost for the School Resource Officer during the term of the 2024-2025 school year is \$115,000 per officer. Burton School District has agreed to pay 65% of the salary and benefits for one (1) School Resource Officer. Based on the formula above, for this term, the City shall contribute an estimated \$52,000 for one (1) School Resource Officer position assigned to the Burton School District. This represents 35% of the estimated salary and benefits costs for one (1) School Resource Officer, as well as an additional \$13,000 in estimated ancillary costs. Burton School District will contribute up to \$75,000 for one (1) School Resource Officer, which represents 65% of salary and benefits costs for the School Resource Officers.

One School Resource Officer will generally be assigned to the Burton School District, with the officer generally responsible for all their respective schools. This assignment will not preclude the ability of the Officer to respond to other areas as needed. Department staff is requesting Council approval to enter into an agreement to continue the School Resource Officer program with Burton School District.

RECOMMENDATION: That the City Council:

1. Approve the Agreement with Burton School District for Joint Funding for a School Resource Officer for the period of July 1, 2024, through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreements on behalf of the City of Porterville.

ATTACHMENTS: 1. Joint Funding Agreement Burton School District

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2024, between the CITY OF PORTERVILLE ("CITY" or "DEPARTMENT"), and the BURTON SCHOOL DISTRICT ("BSD" or "DISTRICT") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the City of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying a "School Resource Officer" ("SRO") to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2024, and ending on June 30, 2025.
2. The CITY shall provide one sworn police officer to act as a "School Resource Officer" effective at the beginning of the school year, August 2024, and concluding at the end of the school year, June 2025. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy and Lombardi Elementary School. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high priority needs of the DEPARTMENT as determined by the on-duty supervisor.

3. The DEPARTMENT will be responsible for selecting which DEPARTMENT employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.
4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$115,000. This does not include any ancillary costs or overtime costs.
5. One SRO shall be assigned to the BSD and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute up to \$52,000 to the SRO position. This represents 35% of the maximum estimated costs of salary and benefits for the position, plus approximately \$13,000 in ancillary costs.
7. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$75,000 for one SRO position. This represents 65% of the maximum estimated salary and benefits costs (\$115,000).
8. The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2025).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The CITY will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the DISTRICT.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. The parties agree that the SRO shall be deemed to be a “school official” for the performance on SRO’s duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a “legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO’s service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the DISTRICT nor the CITY shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the SRO’s performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the CITY or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

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

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257

Phone: 559-781-8020

Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination, with at least sixty (60) days advance written notice.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party

may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- e. 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.
- f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- g. 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 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.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Jake Castellow, Chief of Police

BURTON SCHOOL DISTRICT:

David Shimer, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Acceptance of Grant Deed by Donation for Real Property APN 259-040-047 from Smee Homes, Inc.

SOURCE: Community Development

COMMENT: City Council previously authorized staff to proceed with the negotiation of a donation of real property located at Assessor Parcel Number 259-040-047 from SMEE HOMES, INC. The property consists of approximately 18.76 acres of land north of the Tule River and south of River Springs Avenue, between Belmont and S. Fir Streets. The terms of the donation are outlined in the draft Agreement for Charitable Contribution of Real Property, which is provided herein, as is the draft Resolution for Council.

RECOMMENDATION: That the City Council adopt the draft resolution for the acceptance of the donation of APN 259-040-047, approve the Agreement for Charitable Contribution of Real Property, and authorize the Mayor and City Manager to sign all necessary documents to complete the acceptance of the donation of the property.

ATTACHMENTS:

1. Locator Map APN 259-040-047
2. Draft Resolution
3. Agreement for Charitable Contribution

Appropriated/Funded:

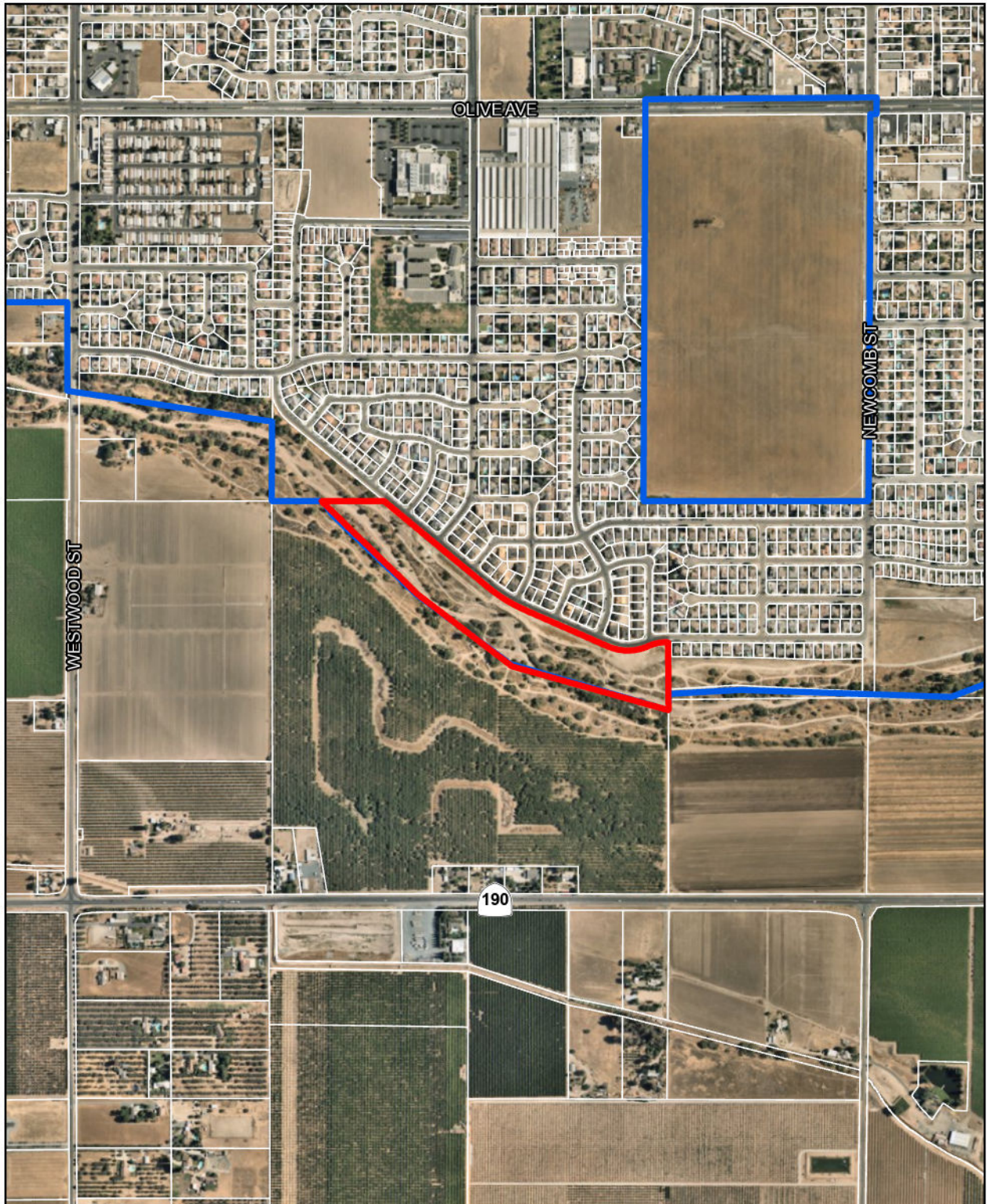
Review By:

Department Director:
Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

Locator Map

APN 259-040-047



-  Project Location
-  City Limits

1 in = 1,000 feet



Date Printed: 4/3/2024 by the Community Development Department

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED BY DONATION FOR
REAL PROPERTY APN 259-040-047 FROM SMEE HOMES, INC.

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed by donation from Smee Homes, Inc., for real property, in the County of Tulare, State of California, to-wit:

See Exhibit "A" attached hereto and made a part thereof.

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

PASSED, APPROVED AND ADOPTED this 21st day of May, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

EXHIBIT "A"

Legal Description

Real property in the City of Porterville, County of Tulare, State of California, described as follows:

THE REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE TWO, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 44, PAGE 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 259-040-047-000 AND 259-370-058-000

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for the real property located at **Assessor's Parcel Number (APN) 259-040-047** ("Property"), dated and effective as of this ____ day of _____, 2024, between **CITY OF PORTERVILLE**, a municipal corporation ("Donee") and **SMEE HOMES, INC.** ("Donor").

RECITALS

This Donation Agreement is made and entered into with reference to the following:

- A. Donor is the owner of the above-referenced property, more particularly described in Exhibit A, attached hereto and fully incorporated and made a part of this Agreement.
- B. Donee desires to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis, but subject to the satisfaction of the conditions set forth in this Agreement.
- C. Donor desires to transfer the property to Donee for the purposes of the operation by Donee of a well site and storm drain basin (known as the Summit Estates Retention Basin), for the benefit of both parties. This transfer will satisfy and resolve any requirements of the Donor to enter into a purchase agreement to sell any portion of this property to the Donee in accordance with the conditions of approval of the applicable subdivision map.

AGREEMENT

1. DONATION.

- 1.1 **Transfer.** In consideration of the mutual benefits and obligations of the parties under this agreement, Donor agrees to donate the Property in fee simple to Donee, and Donee agrees to accept the Property from Donor under the terms and conditions of this agreement. Prior to completion of the transfer of the property, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement. The parties acknowledge that the Donor is required to complete a revegetation plan and associated improvements in order to fully meet the California Department of Fish and Wildlife's (CDFW) storm drainage basin permit requirements, and completion of this work and approval of the work by Donee will occur and be approved by Donee, prior to acceptance by Donee of the property donation/transfer from Donor.

- 1.2 **Closing Costs.** The parties shall bear their own costs associated with the transfer of the Property, including but not limited to attorney's fees, agents' fees and recording costs ("Closing Costs").
- 1.3 **Title.** Subject to the conditions set forth in this Agreement, Donor shall convey full and marketable fee simple Title of the Property to Donee, via a grant deed or its equivalent, and with the property being free and clear of any and all encumbrances and liens. Evidence of delivery of marketable fee simple title shall be the issuance of a CLTA Standard Coverage Policy of Title Insurance (1973) (the "Owner's Policy"), at Donee's cost and expense, insuring fee simple title to the Property in Donee, subject only to the exceptions set forth in the report of title. Donee, for its benefit and at its election, may elect to require Title Insurer to provide an ALTA policy of title insurance. Donor shall cause all monetary liens and mortgages recorded against the Property to be removed as a lien against the Property as of the Closing Date.
- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** Except for the conditions and requirements set forth in this Agreement, Donee acknowledges that donee is accepting the property solely in reliance on Donee's own investigation, and the property is in "as is, where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the agreement of Donor herein, and except as otherwise specified in this Agreement, Donor makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to any property or any matter related thereto, or (without limitation) to any of the following matters:
- (a) **Soils, Etc.** Soils, seismic, hydrological, geological and topographical conditions and configurations.
 - (b) **Artifacts.** Archeological, prehistoric and historic artifacts, remains and relics.
 - (c) **Endangered Species.** Endangered plant, animal and insect species.

- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on the Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of the Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

2.2 **RELEASE AND INDEMNITY.**

- (a) RELEASE. To the fullest extent permitted by law, Donee fully releases and discharges Donor from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor which arise out of or are in any way connected with the condition of the property, including without limitation (a) any matter set forth in section 2.1 above, (b) the presence of hazardous materials on, under or about any property (including but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future.
- (b) Notwithstanding subsection (a) above, and to the fullest extent permitted by law, Donor releases and discharges Donee from and liability and losses arising out of the sole negligence, recklessness and/or willful misconduct of Donor.
- (b) MEANING. For purposes of this section 2.2, all references to “Donor” and “Donee” shall include: their officers, employees,

agents, and contractors; and the heirs, successors, personal representatives and assigns of their officers, employees and agents.

- (c) **EFFECTIVENESS.** The provisions of this section 2.2 shall be effective as of the closing date and shall survive the closing date or termination of this donation agreement.

3. GENERAL PROVISIONS.

- 3.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 3.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and transfer of the Property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 3.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.
- 3.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.
- 3.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 3.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 3.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

- 3.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 3.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 3.10 **No Presumption.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.
- 3.11 **Venue.** This Agreement is entered into and to be performed in Tulare County, California, and to the fullest extent permitted by the law the parties waive the right of removal provisions set forth in California Code of Civil Procedure Section 394.
- 3.12 **Notice.** 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:

Donee:
City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone No.: _____
Fax No.: _____

With A Copy To:

Phone No.: _____
Fax No.: _____

Donor:
Smee Homes, Inc.

Phone No.: _____
Fax No.: _____

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth day after the date of mailing. Either party may change the above address or phone or fax number by giving written notice pursuant to this paragraph.

- 3.13 **Exhibits and Recitals**: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

[Signatures on the next page]

DONEE:

CITY OF PORTERVILLE

Signature: _____

Print Name: _____

Title: _____

Approved as to Form
City Attorney

DONOR:

SMEE HOMES, INC.

Signature: _____

Print Name: _____

Title: _____

Approved as to Form
Counsel for Smee Homes, Inc.

EXHIBIT "A"

PROPERTY ADDRESS

LEGAL DESCRIPTION

APN: 259-040-047



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Authorization of License Agreement for Porterville Armory

SOURCE: City Manager's Office

COMMENT: At its meeting on May 16, 2023, the City Council approved a license agreement with the California Military Department for the use of the Porterville Armory, located at 29 N. Plano Street through May 4, 2024. Staff has been working with the California Military Department to enter into a new license agreement with a multiyear term. The California Military Department recently provided a new license agreement (attached) for the City of Porterville's use of the Porterville Armory with a two (2) year term, ending May 4, 2026. The provisions of the new agreement are the same as the previously approved agreement, except for the length of the agreement and an automatic month-to-month provision after April 30, 2026.

RECOMMENDATION: That the City Council approve the license agreement with the California Military Department for the use of the Porterville Armory, and authorize the Mayor and City Manager to sign all necessary documents.

ATTACHMENTS:

1. Porterville Armory License Agreement
2. Locator Map Porterville Armory

Appropriated/Funded:

Review By:

Department Director:
Jason Ridenour, Deputy City Manager

Final Approver: Patrice Hildreth, City Manager



LICENSE NUMBER	24-06E05
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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 6th day of May 2024, 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
Facilities and Infrastructure Box 18
10601 Bear Hollow Dr
Rancho Cordova, CA 95670
(916) 854-4320

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 "A"** 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 1, 2024 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2026.

VIII. AMENDMENT AND TERMINATION

AGEEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGEEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and may be renewed annually not to exceed three years and subject to any renegotiation required to protect the parties. If LICENSEE elects to renew, LICENSEE shall request LICENSE renewal prior to the termination date then in effect. In the event the LICENSEE remains in possession after the initial termination of April 30, 2026, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, however the total license term may not exceed three years total, or April 30, 2027.

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

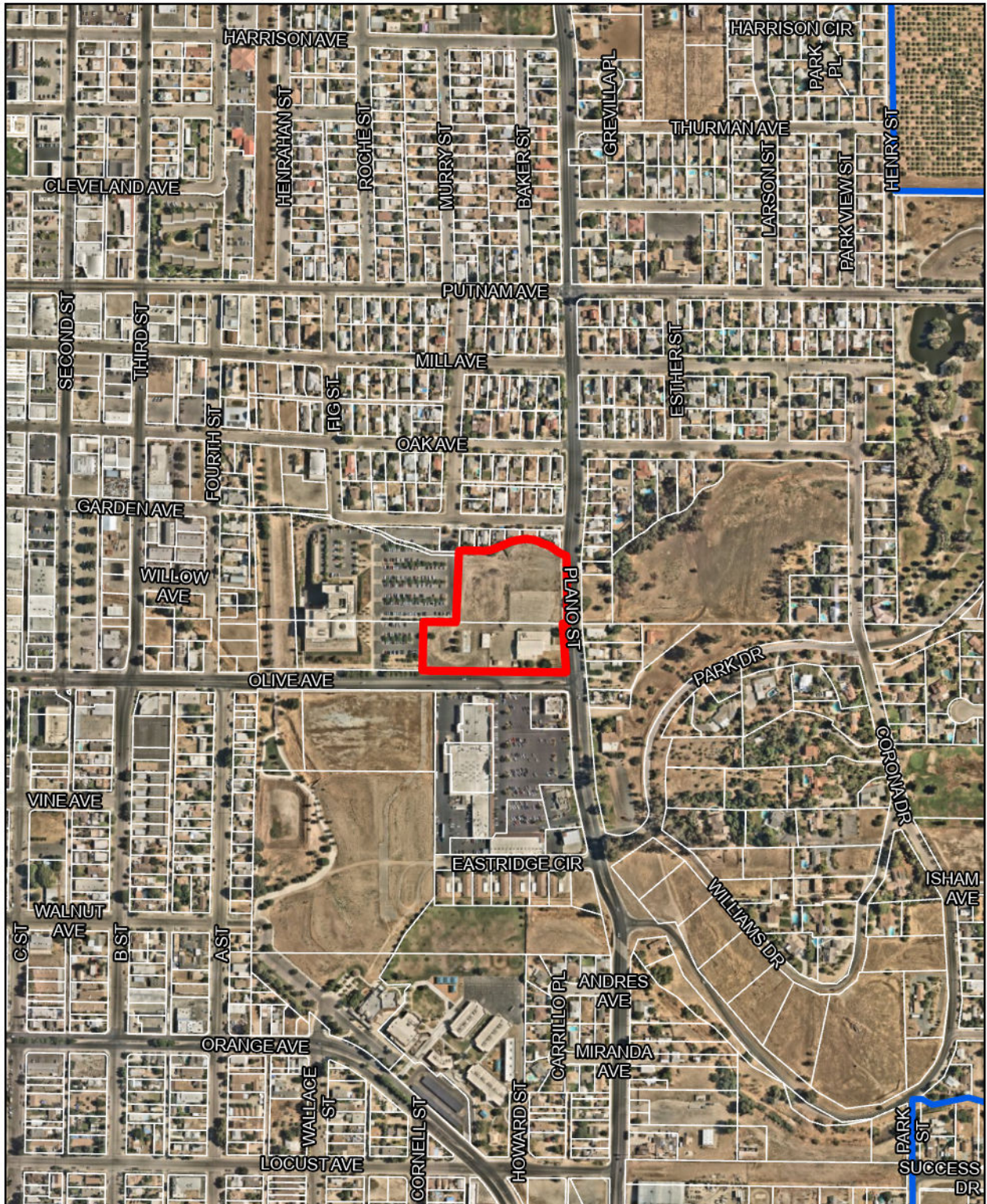
FOR THE ADJUTANT GENERAL

CITY OF PORTERVILLE

DATE:

DATE:

Locator Map Porterville Armory



29 N Plano St

 Project Location

 City Limits

1 in = 600 feet

Date Printed: 5/28/2024 by the Community Development Department





CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Approval of Community Civic Event - St. Anne's Parish - Corpus Christi Eucharistic Procession - June 8, 2024

SOURCE: Finance

COMMENT: The St. Anne's Parish is requesting approval to hold the Corpus Christi Eucharistic Procession on Saturday, June 8, 2024, from 8:00 AM to 11:00 AM. This event is a procession around the neighborhood of St. Anne's Catholic Church, stopping at houses belonging to the church congregation, to pray in celebration of Corpus Christi.

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. The requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application submitted by the St. Anne's Parish to hold the Eucharistic Procession on June 8, 2024, within St. Anne's Catholic Church neighborhood subject to restrictions and requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS: 1. CCE Application and Agreement, Map, Exhibit A, Exhibit B, and Certificate of Coverage

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? ☒ E-mail address? ☒ Website? ☒
Application date: 5/14/2024 Event date: 6/8/2024
Event time: 8:00 AM - 11:00 AM

Name of Event: Eucharist Procession

Sponsoring organization: St. Anne's Parish Phone # (559) 784-2800

Address: 378 North F street, Porterville, CA 93257

Authorized representative: Deacon Jose Ureño Phone # (559) 310-8390

Address: 420 West Garden Ave, Porterville, CA 93257

Event chairperson: Father Daniel Avila Phone # (559) (209) 710-7320

Location of event St. Anne's church neighborhood

(Location map must be attached)

Description of event: A Eucharist Procession around the neighborhood
stopping at certain homes (houses of church congregation) to pray and return
Purpose of event: Celebrate Corpus Christi to church.

Non-profit organization status: Catholic Church

(IRS Determination)

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

(if required) Barricades (quantity): 0 Street sweeping Yes ☐ No ☒
Police protection Yes ☐ No ☐ Refuse pickup Yes ☐ No ☒
Other: _____

Parks facility application required: Yes ☐ No ☒ Attached ☐

Assembly permit required: Yes ☐ No ☐ Attached ☐

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Risk Manager	_____

Joseal Fredo ureno@gmail.com

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

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

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.

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.

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

St Anne's Church

(Name of Organization)

(Signature)

5/20/24

(Date)

CITY OF PORTERVILLE

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

Name of event: Eucharistic Procession

Sponsoring organization: St. Anne's Church

Location: 378 N. F. St. Porterville, CA Event date: 6/8/24 Event time: 8:00 AM
All vendors are required to complete the business license application. 93257

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

CITY OF PORTERVILLE

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

Name of event: Corpus Christi Eucharistic Procession

Sponsoring organization: St. Anne Catholic Church

Event date: Saturday, June 8, 2024 Hours: 8:00 AM - 11:00 AM

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From which Street	To which Street	Activity
<u>W. Harrison Ave</u>	<u>F St</u>	<u>E St.</u>	<u>Walks/Procession</u>
<u>N. E St.</u>	<u>W. Harrison Ave.</u>	<u>W. Cleveland Ave.</u>	<u>in Right Lane</u>
<u>W. Cleveland Ave</u>	<u>N. E St.</u>	<u>N. G St</u>	
<u>N. G St.</u>	<u>W. Cleveland Ave</u>	<u>W. Harrison Ave.</u>	
<u>W. Harrison Ave</u>	<u>N. G St.</u>	<u>N. F St.</u>	



Sidewalks

From which sidewalk

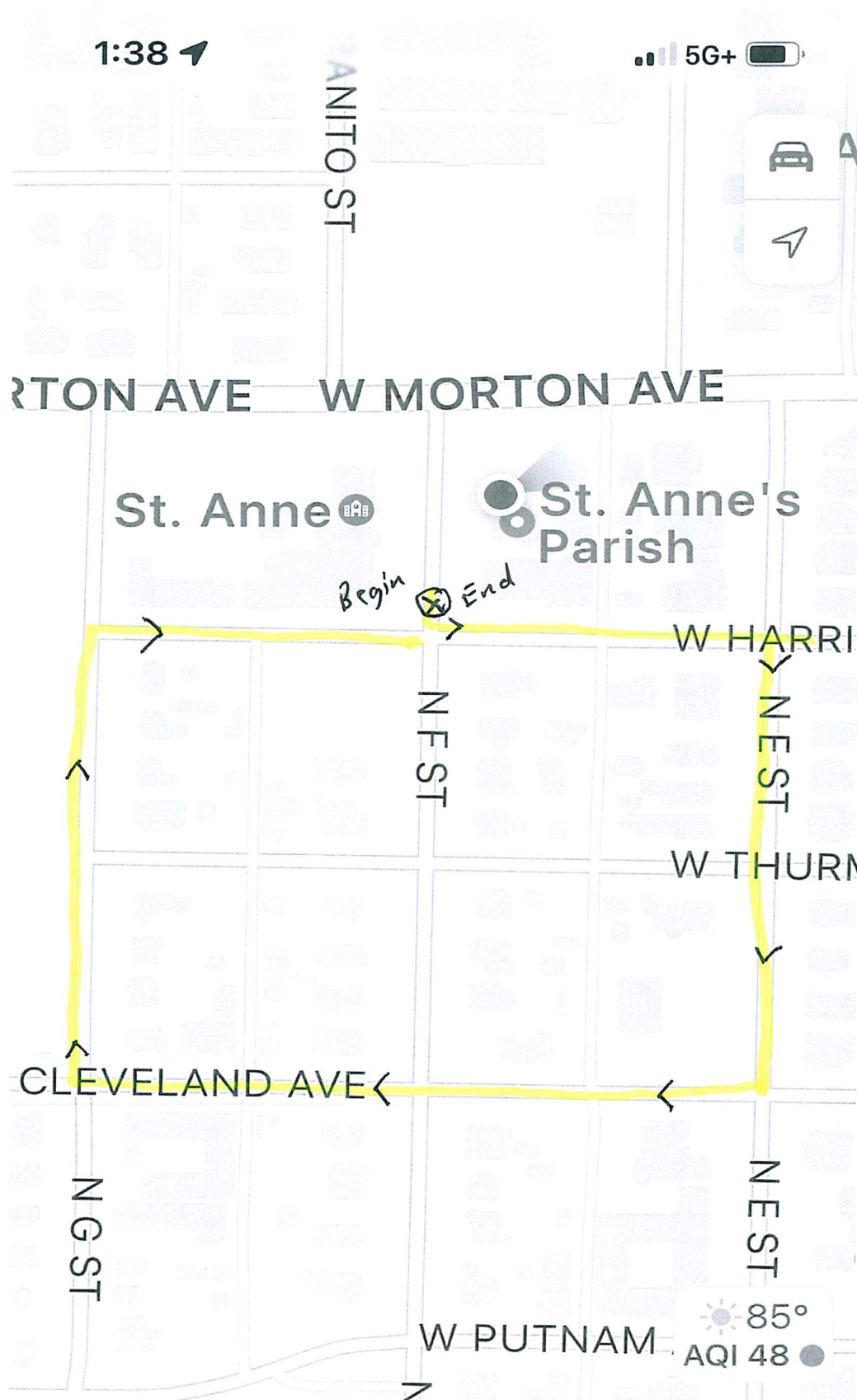
To which sidewalk

Activity

Parking lots and spaces

Location

Activity



St. Anne
Eucharistic
Procession
Route
6/8/24
8am - 11am

Requirements for Community Civic Event
St. Anne's Church
Eucharistic Procession
June 8, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	No comments.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate and endorsement page are sufficient.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: St. Anne's Church
Event: Eucharistic Procession
Event Chairman: Jose Ureno
Location: St. Anne's Church, Porterville Ca
Date of Event: June 8, 2024 (8:00 a.m.-11:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

That the St. Anne's Church 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**

**Corpus Christi Eucharistic Procession
June 8, 2024 / 8:00 AM—11:00 AM
Area of 378 North F Street**

Proposed Conditions/Requirements:

- All street, alley, and/or sidewalk closures require City Council approval.
- If a sidewalk closure is approved, a safe, posted, alternate pedestrian route should be made available for all pedestrian traffic.
- Participants in any procession on city roadways or sidewalks must comply with all traffic laws and rules of the road. Additionally, they shall not impede traffic or interfere with the normal flow of vehicle or pedestrian traffic, and also shall not block or park on sidewalks.
- At the conclusion of the event, event organizers shall ensure all streets, alleys, and sidewalks are promptly cleared of any equipment, barricades, or anything that could present a hazard to pedestrians or vehicles traveling through this area.
- Event organizers shall contact Traffic Sergeant Jay Starling to address any potential policing or traffic needs. He can be reached at 559-782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

Certificate of Coverage

Date: 5/14/2024

Certificate Holder
 Roman Catholic Bishop of Fresno, A Corporation
 Sole
 Ryan Pastoral Center
 1550 North Fresno Street
 Fresno, CA 93703

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Covered Location
 St. Anne Parish
 378 North F Street
 Porterville, CA 93257

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	9092	7/1/2023	7/1/2024	Each Occurrence	2,000,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of St. Anne Parish's Eucharistic Procession on June 8, 2024.

Holder of Certificate

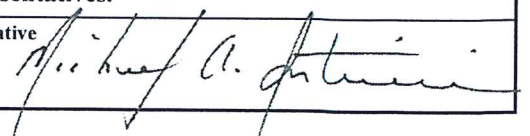
Cancellation

Additional Protected Person(s)

City of Porterville & Successor Agency to the Porterville
 Redevelopment Agency; Attn: City Council
 291 N Main Street
 Porterville, CA 93257

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0797003586

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement	6/8/2024	Charge	Credit
Cancellation Date of Endorsement	6/9/2024		
Certificate Holder	Roman Catholic Bishop of Fresno, A Corporation Sole Ryan Pastoral Center 1550 North Fresno Street Fresno, CA 93703		
Location	St. Anne Parish 378 North F Street Porterville, CA 93257		
Certificate No.	9092	of The Catholic Mutual Relief Society of America is amended as follows:	

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an **Additional Protected Person(s)** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Porterville & Successor Agency to the Porterville Redevelopment Agency; Attn: City Council
291 N Main Street
Porterville, CA 93257

Remarks:

Coverage only extends for claims arising out of St. Anne Parish's Eucharistic Procession on June 8, 2024.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the **Additional Protected Person(s)** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the **Protected Person(s)**. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the **Additional Protected Person(s)** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the **Additional Protected Person(s)** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any **Occurrence** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the **Additional Protected Person(s)** for **Occurrences** which cannot be attributed to primary acts or omissions of the **Protected Person(s)**.
5. Provided that a premises is utilized by the **Protected Person(s)** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the **Additional Protected Person(s)** for premises defects or other **Occurrences** which could not be discovered by the **Protected Person(s)** with reasonable diligence.
6. The limited coverage afforded to the **Additional Protected Person(s)** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the **Certificate Holder** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this endorsement or extend beyond the cancellation date.

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 6/8/2024 Charge Credit
Cancellation Date of Endorsement 6/9/2024
Certificate Holder Roman Catholic Bishop of Fresno, A Corporation Sole Ryan Pastoral Center 1550 North Fr
Location St. Anne Parish 378 North F Street Porterville, CA 93257
Certificate No. 9092 of The Catholic Mutual Relief Society of America is amended as follows:

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE or COVERAGE CONDITION

This endorsement modifies coverage provided under the following:

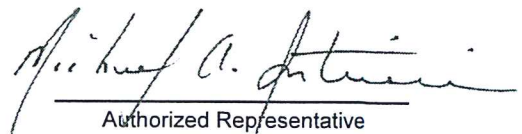
PKS-100 SECTION II - LIABILITY CONDITIONS

The following is added to the **Other Insurance or Coverage** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance or Coverage

This protection is primary to and will not seek contribution from any other insurance or coverage available to an **Additional Protected Person(s)** under your certificate provided that:

- (1) The **Additional Protected Person(s)** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this protection would be primary and would not seek contribution from any other insurance available to the **Additional Protected Person(s)**.


Authorized Representative

EUCCHARISTIC PROCESSION

at St. Anne's

SATURDAY, JUNE 8TH, 2024 AT 8:00AM

THERE WILL BE MASS AT 8:00AM AND EUCCHARISTIC PROCESSION TO FOLLOW. PROCESSION WILL TAKE PLACE AROUND THE NEIGHBORHOOD, FOLLOWED BY AN ALL DAY/NIGHT EXPOSITION OF THE BLESSED SACRAMENT. BENEDICTION ON SUNDAY, JUNE 9TH, 2024 AT 7:00AM AND 7:30AM SUNDAY MASS TO FOLLOW.



PROCESIÓN EUCARÍSTICA

en St. Ana

SABADO, 8 DE JUNIO 2024 A LAS 8:00AM

HABRÁ MISA A LAS 8:00 AM Y A CONTINUACIÓN PROCESIÓN EUCARÍSTICA. SE LLEVARÁ A CABO UNA PROCESIÓN POR EL VECINDARIO, SEGUIDA DE UNA EXPOSICIÓN DEL SANTÍSIMO SACRAMENTO EL RESTO DEL DÍA Y NOCHE. BENDICIÓN EL DOMINGO 9 DE JUNIO, 2024 A LAS 7:00 AM Y A CONTINUACIÓN LA MISA DOMINICAL A LAS 7:30AM.



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Approval of Community Civic Event - Porterville Chamber of Commerce - Flag Day Ceremony - June 14, 2024

SOURCE: Finance

COMMENT: The Porterville Chamber of Commerce is requesting approval to hold the Flag Day Ceremony on Friday, June 14, 2024, from 7:00 PM to 8:00 PM, at the Grocery Outlet parking lot, located at 50 W. Olive Avenue. The purpose of this event is to honor the American flag. The Flag Day Ceremony will consist of guest speakers, the lowering of the old flag, the raising of a new flag, entertainment, skydivers, and free food.

With regard to the Flag Day Ceremony, Porterville Chamber is requesting barricades and the closure of the following streets:

- Olive Avenue (lowering/raising of the flag) - from D Street to Hockett Street.
- D Street (skydiver's landing site) - from Olive Avenue to Oak Avenue, just south of the Transit Center.

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 contained on the attached copy of the Application and Agreement, Exhibit A, and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Porterville Chamber of Commerce to hold the Flag Day Ceremony on Friday, June 14, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit C.

ATTACHMENTS: 1. Application and Agreement, Map, Exhibit A, Exhibit B, and Outside Amplifier Permit

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

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

DO YOU HAVE? *Event Flyer?* yes *E-mail address?* *Website?* portervillechamber.org

Application date: 5/22/24 Event date: 6/14/24

Event time: 7:00pm - 8:00pm

Name of Event: Flag Day Celebration

Sponsoring organization: Porterville Chamber Phone # 559-784-7502

Address: 93 N. Main St. Suite A

Authorized representative: Kristy Martin Phone # 559-784-7502

Address: 93 N. Main St. Suite A

Event chairperson: Robert Lassotovitch Phone # 559-313-8418

Location of event: Grocery Outlet Parking Lot - 50 W. Olive Ave.

(Location map must be attached)

Description of event: Community event - guest speakers, lowering of old flag, raising of new flag,
entertainment, free food

Purpose of event: Community event to honor the American flag

Non-profit organization status: 501(c) 6

(IRS Determination)

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

Barricades (quantity): 6 Street sweeping Yes No ☒

Police protection Yes No ☒ Refuse pickup Yes No ☒

Other:

Parks facility application required: Yes No ☒ Attached

Assembly permit required: Yes No ☒ Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	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. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

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

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)

KM

Authorized Representative Initial

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

KM

Authorized Representative Initials

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

KM

Authorized Representative Initials

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

KM

Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

KM

Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Porterville Chamber of Commerce

(Name of Organization)

KM

(Signature)

05/22/2024

(Date)

CITY OF PORTERVILLE

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

Name of event: Flag Day Celebration

Sponsoring organization: Porterville Chamber of Commerce

Location: 50 W. Olive - Grocery Outlet Parking Lot Event date: 6/14/24 Event time: 7:00pm- 8:00pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

[illegible]

***Municipal Code 15-20(E) Community Civic Events (16): Business License Fees:** Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

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

Sponsoring organization: Porterville Chamber of Commerce

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

4 of 4

SKYDIVER LANDING SITE

W Oak Ave

N Hockett St

N

N Main St

N Main St

N Main St

Staffordt

The Vault Bar & Grill

Porterville Public Library

Grocery Outlet

Flashing lights
at traffic light

FLAG LOWERING/
RAISING

Flashing lights
at traffic light

Olive Ave

Google

Requirements for Community Civic Event
Porterville Chamber of Commerce
Flag Day Celebration
June 14, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	No comments.
Parks and Leisure Services Director: <i>D. Moore</i>	No comments.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Risk management requires general commercial liability coverage in the amount of \$1M with the City named as an additional insured. The certificate of insurance must include the endorsement page reflecting the additional insured.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Porterville Chamber of Commerce
Event: Flag Day Celebration
Event Chairman: Robert Lassotovitch
Location: 50 W. Olive Parking lot and surrounding area, Porterville CA
Date of Event: June 14, 2024 (8:00 a.m.-:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That the Porterville Chamber of Commerce provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

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

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Flag Day Celebration
June 14, 2024 / 5:00 PM—8:00 PM
50 West Olive Avenue and Surrounding Area, Porterville**

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Ensure adequate barricades/barriers are used to warn motorists and pedestrians of non-access areas and prevent access to those designated areas.
- Event staff will need to be in place to ensure the skydiving landing area is safe for event attendees and the skydivers.
- At conclusion of the event, organizers shall ensure the area is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or vehicles.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- Event organizers shall contact Porterville Police Watch Commanders well in advance of the event for informational purposes and to identify any additional policing concerns/requirements. Contact may be made, Lieutenant Gurule, Lieutenant Ortiz, or Lieutenant Hatch at (559) 782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

Exhibit B

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



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

- 1 Name and home address of the applicant: Porterville Chamber of Commerce
93 N. Main St. Suite A
- 2 Address where amplification equipment is to be used: 50 W. Olive - Grocery Outlet Parking Lot
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Porterville Chamber - 93 N. Main St. Suite A
- 4 Type of event for which amplification equipment will be used: Flag Day Ceremony
- 5 Dates and hours of operation of amplification equipment: 6/14/24 - 6:00pm to 8:00pm
- 6 A general description of the sound amplifying equipment to be used: PA system

Section 18-9

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

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

Section 18-14

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

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

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


Signature of Applicant

05/22/2024
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.

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

05/23/2024
Date

THE PORTERVILLE FLAG DAY COMMITTEE INVITES YOU TO

PORTERVILLE'S 43RD ANNUAL **FLAG DAY CELEBRATION** **"LET IT WAVE"**

GUEST SPEAKER: DENNIS TOWNSEND

FRIDAY, JUNE 14TH, 2024
GROCERY OUTLET

50 W. OLIVE AVENUE PORTERVILLE, CA
Ceremony to begin at 7:00 PM

Porterville Flag Day Committee

AMERICAN LEGION AUXILIARY UNIT 20
AMERICAN LEGION, POST 20
CITY OF PORTERVILLE
PORTERVILLE ELKS LODGE BPOE 1342
PORTERVILLE EXCHANGE CLUB
PORTERVILLE AREA COORDINATING
COUNCIL
PORTERVILLE EMBLEM CLUB #82
OLD GLORY CLUB
SAVE MART
PORTERVILLE FIRE DEPARTMENT

GROCERYOUTLET
COMMUNITY MARKET



Limited Seating - Bring A Chair

Flag disposal drop-off sites:

Citizen's Business Bank
Porterville Elks Lodge
Grocery Outlet
Porterville Chamber of Commerce
Veteran's Memorial Building
Porterville Area Coordinating
Council



The Old Glory Club will
distribute order forms for flags
flown over our Nation's Capitol



CITY COUNCIL AGENDA – MAY 7, 2024

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 April 16, 2024, the Council reviewed and acted to renew the emergency declaration. Staff continues to work with FEMA for resolution of the City's claims and will continue to work to identify a timeline and critical path forward.

Chronology:

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.

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 on May 5th. The significant threat of local emergency continued to exist with

the estimated over three hundred percent (300%) of normal snow pack in the Sierra Nevada mountains and the potential for a warm storm or heat wave this Spring to again inundate the Tule River, described as a "loaded locomotive at the top of the hill." Given the forecasts of potential widespread flooding damage to west Tulare County and significant portions of Kings County later this Spring and early Summer, Red Cross representatives strongly believe they will be returning to the Armory TEP and other Tulare County locations (e.g. Porterville Developmental Center) to assist those displaced from homes due to flooding. Until such time that Cal OES makes the determination that emergency conditions again exist in Tulare County, the Council was left to determine if local emergency conditions existed to continue operating the Armory TEP, which expenditures would not be reimbursable given the lack of approval by Cal OES.

Given the continued mandatory evacuation order along the Tule River in city limits and the legal implications of the *Martin v. Boise* federal 9th Circuit Court of Appeals decision (2018), and the announced departure of the American Red Cross and County support at noon on May 5, 2023, City staff developed an operational plan for the Armory TEP, cognizant of the lack of federal and State reimbursement of costs. As of April 27, 2023, eighteen (18) individuals were receiving shelter services at the Armory TEP, with most individuals only at the facility in the evening. Given the limited daytime TEP population, and daily meal services provided at the nearby Porterville Welcome Center, staff recommended to limit the Armory TEP hours from 7:00 P.M. to 7:00 A.M. daily, providing temporary staffing of two individuals (including a security guard). Temporary staffing had been quoted at \$25 per hour, for a daily expense of \$600 (or \$18,000 per month). At its meeting on May 2, 2023, the Council authorized the continued operation of the Armory TEP for a 12-hour operational period over the evenings, and also directed that the Armory restrooms and shower facilities be used by the individuals at the TEP, which although not ADA-compliant, are not required for non-reimbursable shelter activities while under a Declaration of Local Emergency. The contract for the on-site mobile shower and portable restroom facilities that are ADA-compliant expired on May 11, 2023, which the rental cost was approximately \$18,000 per month. However, the City Attorney recommended maintaining a single ADA-portable restroom at the facility. Beginning at noon on May 5, 2023, the City assumed administrative and financial responsibility for the Armory, which has established operational hours of 8:00 P.M. to 8:00 A.M. and averaged twenty (20) individuals each evening (please see attached daily census).

On May 4, 2023, the City received an updated draft License agreement for the use of the Armory, proposing a 1-year lease for exclusive use by the City effective May 5, 2023, through May 4, 2024. The draft agreement proposes no fee for the use of the facility, but that the City assume responsibility for the facility's utilities. On Monday, May 8th, the last remaining Army personnel left the facility, with the City now having complete exclusive use of the facility. At its meeting on May 16, 2023, the Council approved the updated draft License agreement for the 1-year exclusive use of the Armory.

On March 31, 2023, Governor Newsom issued Executive Order N-6-23 to support Tulare Lake Basin flood response, which streamlines State preparation, response and recovery actions and supports local flood response efforts and assist in preparing communities for the impacts of snowmelt runoff in the months ahead.

On April 3, 2023, President Biden granted a Major Disaster Declaration for the State of California, triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides and Mudslides that occurred February 21, 2023, and continuing. Monterey and Tulare counties were designated in the Major Disaster Declaration for both Individual and Public Assistance, as well as Hazard Mitigation. On 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. 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. Resolution No. 15-2023
15. Rescue Source & Rescue 3 Invoice: Water Rescue Equipment
16. Royal Restrooms Invoice: Mobile Shower-Restroom Units
17. Rain for Rent Pump Invoice
18. Mike Clark Trucking Invoice
19. TopKnotch Security, Inc. Agreement
20. Good Guard Security, Inc. Agreement
21. Municipal Code Chapter 9 - Civil Defense and Disaster
22. California Government Code 8558
23. Armory Daily Census

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, 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:

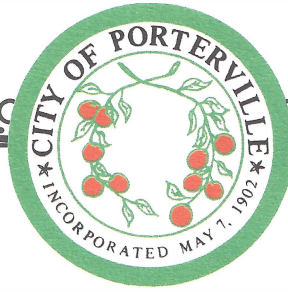
Fernando Gabriel-Moraga, Deputy City Clerk

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.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

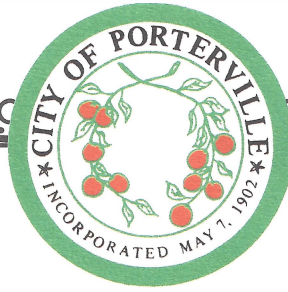
Jake Castellow
Chief of Police

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.

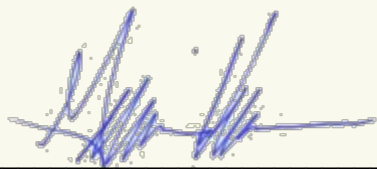
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

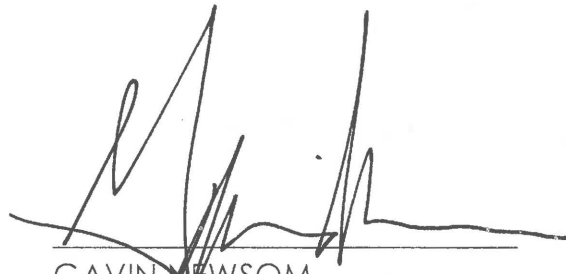
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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", with a stylized flourish 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**

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.

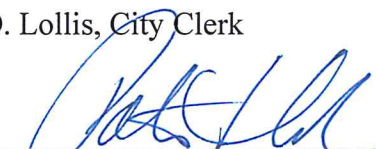
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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

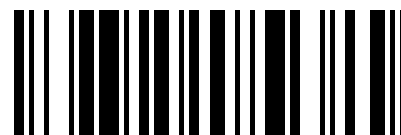
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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: PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	Ship To: PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Contact: JANIE RODRIGUEZ PO Number: 23-22733
Customer: PORTERVILLE FIRE DEPARTMENT	

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

1452 N. Vasco Road #101
Livermore, Ca 94551
Phone: 877.922.9980
Fax:(925) 337-8878

Cage Code 5HJ93

DATE:
INVOICE # 04-12-2023
FOR:
BILL TO: Portable Restrooms
Donnie Moore
dmoore@ci.porterville.ca.us
(559) 782-7539

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied.If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomsca.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

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.)

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
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
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
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

Sunday, November 19, 2023	29	0	3
Monday, November 20, 2023	29	0	3
Tuesday, November 21, 2023	29	0	3
Wednesday, November 22, 2023	29	0	3
Thursday, November 23, 2023	21	0	3
Friday, November 24, 2023	29	0	3
Saturday, November 25, 2023	27	0	3
Sunday, November 26, 2023	27	0	3
Monday, November 27, 2023	26	0	3
Tuesday, November 28, 2023	27	0	3
Wednesday, November 29, 2023	29	0	3
Thursday, November 30, 2023	27	0	3
Friday, December 1, 2023	22	0	3
Saturday, December 2, 2023	25	0	3
Sunday, December 3, 2023	25	0	3
Monday, December 4, 2023	20	0	3
Tuesday, December 5, 2023	25	0	3
Wednesday, December 6, 2023	30	0	3
Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
Monday, December 11, 2023	30	0	3
Tuesday, December 12, 2023	32	0	3
Wednesday, December 13, 2023	32	0	3
Thursday, December 14, 2023	35	0	3
Friday, December 15, 2023	30	0	3
Saturday, December 16, 2023	31	0	3
Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
Monday, December 25, 2023	28	0	3
Tuesday, December 26, 2023	23	0	3
Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
Friday, January 5, 2025	22	0	3
Saturday, January 6, 2024	32	0	3
Sunday, January 7, 2024	29	0	3
Monday, January 8, 2024	26	0	3
Tuesday, January 9, 2024	27	0	3
Wednesday, January 10, 2024	34	0	3
Thursday, January 11, 2024	33	0	3
Friday, January 12, 2025	36	0	3
Saturday, January 13, 2024	35	0	3
Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
Sunday, January 28, 2024	36	1	4
Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
Wednesday, January 31, 2024	36	1	5
Thursday, February 1, 2024	36	1	5
Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
Tuesday, February 6, 2024	33	1	5
Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
Monday, February 19, 2024	41	0	5
Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
Thursday, February 22, 2024	39	0	5
Friday, February 23, 2024	36	0	5
Saturday, February 24, 2024	36	0	5
Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
Wednesday, February 28, 2024	41	0	9
Thursday, February 29, 2024	33	0	9
Friday, March 1, 2024	34	0	9
Saturday, March 2, 2024	33	0	9
Sunday, March 3, 2024	33	0	9
Monday, March 4, 2024	35	0	9
Tuesday, March 5, 2024	38	0	9
Wednesday, March 6, 2024	35	0	9
Thursday, March 7, 2024	36	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
Sunday, March 17, 2024	39	0	9
Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
Saturday, March 30, 2024	46	0	9
Sunday, March 31, 2024	34	0	9
Monday, April 1, 2024	46	0	9
Tuesday, April 2 2024	34	0	9
Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
Saturday, April 20, 2024	28	0	9
Sunday, April 21, 2024	29	0	9
Monday, April 22, 2024	28	0	9
Tuesday, April 23, 2024	28	0	9
Wednesday, April 24, 2024	28	0	9
Thursday, April 25, 2024	29	0	9
Friday, April 26, 2024	32	0	9
Saturday, April 27, 2024	30	0	9
Sunday, April 28, 2024	34	0	9
Monday, April 29, 2024	29	0	9
Tuesday, April 30, 2024	28	0	8
Wednesday, May 1, 2024	27	0	9
Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
Sunday, May 5, 2024	34	0	9
Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
Wednesday, May 8, 2024	30	0	9
Thursday, May 9, 2024	35	0	9
Friday, May 10, 2024	32	0	9

Saturday, May 11, 2024	30	0	9
Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
Tuesday, May 14, 2024	32	0	9
Wednesday, May 15, 2024	32	0	9
Thursday, May 16, 2024	33	0	9
Friday, May 17, 2024	36	0	9
Saturday, May 18, 2024	33	0	9
Sunday, May 19, 2024	38	0	9
Monday, May 20, 2024	34	0	8
Tuesday, May 21, 2024	30	0	9
Wednesday, May 22, 2024	30	0	9
Thursday, May 23, 2024	29	0	7
Friday, May 24, 2024	34	0	8
Saturday, May 25, 2024	35	0	9
Sunday, May 26, 2024	38	1	9
Monday, May 27, 2024	36	0	9
Tuesday, May 28, 2024	35	0	8



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Consideration of Proposed Fiscal Year 2024-2025 Budget and Setting of Date for Public Hearing

SOURCE: City Manager's Office

COMMENT: Consistent with the City Charter, the City Manager must submit for the City Council's consideration a proposed Budget for the 2024-2025 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year. The budget message presented with the draft document is attached, which emphasizes the significant projects and factors involved with the Budget's development and composition, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary). Generally, any overall reduction in Fund balances proposed will result from the use of accumulated monies for capital expenditures in the implementation of projects. The City Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted." All spending authority from the 2023-2024 Fiscal Year budget will expire after June 30, 2024. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2024. The Charter is not specific as to the duration of the adoption, thus accordingly, consistent with past Council discussions, the Council may authorize a budget adoption period less than the full fiscal year.

At its Special Meeting on May 14, 2024, in review and determination of its Priority Projects for the 2024-2025 Fiscal Year, the Council affirmed its Priority Projects as presented. The Council also provided additional direction to continue to pursue the installation of pedestrian crossings, water projects, and turn lane improvements at Main Street and North Grand Avenue.

RECOMMENDATION: That the City Council:

1. Consider the proposed 2024-2025 Fiscal Year Budget, providing any direction on modifications; and
2. Schedule a Public Hearing on the proposed Budget for

Tuesday, June 18, 2024.

ATTACHMENTS:

1. Preliminary Budget Message
2. Draft 2024-2025 Annual Budget - Fund Summaries
3. Draft FY 2024-2025 Capital Improvement Program
4. Draft FY 2024-2025 Annual Budget - Fund Details
5. Draft FY 2024-2025 Equipment Replacement Schedule

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

Fiscal Year 2024-2025 Preliminary Budget
June 4, 2024

Honorable Mayor, Vice Mayor and Members of Council:

More than a decade now removed from the "Great Recession," the City endured extraordinary budgetary challenges through diligent fiscal stewardship and strategic planning, and has continued to make steady progress toward improving services to the community and overall quality of life for its residents, and at the same time preparing for future opportunities and fiscal challenges. The catastrophic Library Fire on February 18, 2020, combined with the COVID-19 pandemic presented tremendous financial and service challenges, yet the City has strived to endure and strategize for the community's recovery from both and to stimulate growth and improvement. The current uncertain economic conditions and inflation with the flattening of revenues along with rising construction and material costs impacting the City's aggressive capital project development plans, present the greatest challenges in the current fiscal year.

In regard to the continued recovery from the Library Fire, the City Council has previously taken action to restrict any insurance proceeds received for the express purpose of reimbursement of expenditures related to the loss of the library and the establishment of the new library, with a current estimated restricted fund reserve received of \$8.6 million. The City entered into up to a 6-year lease agreement beginning effective in February 2021 of an approximate 8,000-square foot commercial space in the Downtown area next to Grocery Outlet on D Street/Olive Avenue to serve as an interim temporary library facility while a new library is being developed. The temporary library facility opened for service to the public on July 1, 2022. The current 2024-2025 Fiscal Year Budget proposes the expenditure of \$2.46 million in insurance proceeds, including the temporary facility lease (\$12,175 per month), and books (\$50,000).

The City's Library Facility Planning Committee, with the assistance of a planning consultant, prepared a Needs Assessment for a new 40,000-square foot community library that was presented to and accepted by the Council in August 2021. The Committee subsequently undertook a site location analysis, which recommended the construction of the new facility in the vicinity of Olive Avenue adjacent to vacant City land near the Heritage Community Center. Staff completed acquisition of the approximate 3.91-acre property in October 2022, with the current estimated construction estimate of \$40 million, based on the proposed 40,000-square foot facility. In August 2023, the Council awarded the design consultant contract for the proposed new facility and planned adjacent mini-pitch sports complex for \$2.04 million.

Staff applied for a \$10 million State Library "Building Forward" grant in 2022, and was successful in being awarded \$7.26 million toward the new facility. Staff submitted a second State grant application in 2023 for \$2.74 million (the difference of the maximum \$10 million award), however, the State has delayed any further library grant awards due to State budget challenges. Assemblyman Mathis introduced a State budget appropriation of \$15 million for the new library in the current 2023-2024 fiscal year,

however, the requested appropriation was not contained in the State Budget. Staff remains in communication with its adjustor and third-party consultant in regard to insurance proceeds, and is also pursuing other funding opportunities and potential financing toward the development of the new facility.

One of the investigations into the Library Fire, requested by then Fire Chief Dave LaPere, was the Serious Accident Review Team (SART). The SART Report was released in the 2021 calendar year, which one of the more than ninety (90) Report recommendations was to increase fire personnel staffing and the creation of a Deputy Fire Chief position. Consistent with the recommendations, the City applied and was selected for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant that will provide full-funding for six new Firefighters for three fiscal years, with the City becoming financially responsible for the personnel in the fourth year (proposed to be funded by Measure I). The Council also approved the creation of the Deputy Fire Chief position, funded by Measure I. The Police Department, in compliance with the SART recommendations, is requesting the addition of two (2) new Dispatcher positions, resulting in an increase of one (1) Dispatcher per shift for Fire Department personnel and critical incidents. The positions are proposed to be funded by Measure H. Given the facility needs to house the new Fire Department personnel and the corresponding apparatus, each of the City's three fire stations are currently under design for expansion and modification at an estimated construction cost of \$11.5 million, funded by Measure I. The Fire Training Facility Prop will soon be under construction, with an estimated construction cost of \$2 million, funded by Measure I. Design has also begun on the new Regional Emergency Operations Center and Public Safety Headquarters, with the Centennial Plaza facility being evaluated to be the location. State Senator Hurtado authored a State Budget appropriation of \$10 million for the project, with a total estimated construction cost of \$20 million.

Effective April 1, 2022, the United States Treasury Department made its Final Rule for the American Rescue Plan Act (ARPA) funds, which allocated \$19,984,717 in federal funds to assist the City and its residents in economic recovery. Consistent with Treasury's guidelines, Council has directed the funds be prioritized toward water and sewer infrastructure projects, provision of services addressing homelessness, local business assistance (in particular the restaurant industry), local vaccination efforts and recovering City revenue losses and funding ongoing public safety services. Given the requirement that funds must be obligated by December 31, 2024 and expended by December 31, 2026, City staff has continued to coordinate with the Council in the use and expenditure of funds consistent with its direction. As part of the Final Rule, the Treasury determined that a recipient jurisdiction may spend up to \$10 million in support of "unrestricted" general government activities, including capital improvements. The City is currently finalizing a draft agreement with the County of Tulare to receive \$1 million of ARPA funds from the County to be utilized for the provision of services to address homelessness.

Of the approximate \$20 million in ARPA funds received, the City has expended approximately \$11.36 million in funds in targeted activities, including approximately \$2.3 million in retaining and supporting public sector employees, \$1.8 million in support of the vaccine local business incentive program, \$761,000 for employee testing and quarantine, \$435,000 in public safety premium pay, \$273,000 in support of the navigation center, and

\$250,000 in support of the Finca Serena affordable and permanent supportive housing project. The Police Department established a full-time limited-term social worker position to assist Officers in critical incidents involving behavioral health, funded by ARPA (\$250,000) through December 31, 2024. The Council directed staff to utilize available ARPA funds toward the expansion of the Navigation Center through the development of a restroom and shower facility for use by local individuals experiencing homelessness. Staff with working with the County of Tulare on an agreement for the use of \$1 million in ARPA funds issued to the County for purpose of homeless services in Porterville.

The Council previously allocated ARPA funds to support its priority capital projects, and provided additional direction on May 14, 2024, including the new indoor recreation facility (\$4 million), the design of the lighted baseball field (\$167,150), Hayes Field lighting replacement (\$750,000), and the replacement of poles supporting the netting at the golf course driving range (\$300,000). The animal shelter (\$5 million) is anticipated to be finalized this month. The facility is scheduled to begin operations in Summer 2024.

Eagle Mountain Casino relocated from the Tule River Reservation to the Tule River Tribe's trust property by the Airport, opening in May 2023. Consistent with the Memorandum of Understanding between the City and the Tribe to mitigate relocation impacts, the Tribe has made its one (1) quarterly payment (\$156,513) toward the \$676,084 annual payment. The funds received will mitigate primarily public safety impacts, which included the hiring of three (3) additional Firefighters (\$375,000), two (2) Police Officers (\$275,000) and two (2) Dispatchers (\$200,000).

On December 5, 2023, The City Council authorized the withdrawal effective June 30, 2024, from the Tulare County Regional Transit Agency (TCRTA). This effort to withdrawal from the TCRTA has taken extensive staff time and resources. The City Council will consider proposals derived from a request for proposals that was authorized by the City Council on April 16, 2024. Staff has utilized regional market data to develop a conservative budget to fund the operation and capital expenditures for the Transit Division, due to the complexity of the withdrawal from the TCRTA and City relaunching an in-house managed transit operation. It is anticipated, that through the contracting process that the budget will be able to be refined. Transit is funded with federal, state, and local Measure R transportation funds.

On April 16, 2024, the City Council adopted Ordinance 1905, which regulates unsafe and unauthorized camping and storage of personal property, protection of critical infrastructure, and mitigation of harm to the public's health, safety, and welfare. The enforcement of the ordinance will require additional personnel to be added to the Police Department and Parks and Leisure Department. The Special Methods and Resources Team (SMART) has been effective in providing resources and responding to calls regarding unhoused individuals. To be effective in providing these services and enforcing Ordinance 1905, the Police Department has requested the addition of a new Patrol Lieutenant (\$188,000), Police Sergeant (\$115,000), Police Officer (\$96,000), and Community Service Officer (\$82,000) funded with Measure I. To complete the cleanup effort associated with Ordinance 1905, the Parks and Leisure Department has requested the creation of a new full-time Encampment Maintenance Worker (\$92,000) and four (4)

part-time Encampment Maintenance Aides (\$17.00/hour) funded through the General Fund.

Although uncertain economic conditions with increased interest rates and construction costs have significantly impacted the retail industry, there continues to be strong interest by national-brand commercial retailers to locate in Porterville, primarily either on Henderson Avenue or State Route 190 commercial corridors. Although the decision by Walmart not to construct the long-planned Super Walmart at Riverwalk Phase II has significantly hampered retailer recruitment efforts within the commercial center, the developer of Riverwalk Phase I continues to pursue major retailers, with Dutch Bros recently opening. The development of a new hotel (Hampton Inn & Suites) is also proposed in the area on property adjacent to the existing Holiday Inn Express & Suites.

In regards to new residential housing, Smee Homes, Inc. has completed significant construction of Villas at Sierra Meadows (106-unit single family). LeOra, LLC has also completed significant construction of Royal Oaks (191-unit single family), with Phase 3 currently being constructed. San Joaquin Valley Homes Brookside Subdivision (229-unit single family) is currently under construction. Smee Homes Inc. received approval and is in final design on the Villas at Sierra Meadows 4 & 5 (99-unit single family). Mass Investment Group, LLC recently received approval for the Crestview Park Residential Development Project (46-unit single family). Several other proposed single-family residential development projects are currently being considered. In regard to multi-family housing, the Finca Serena 80-unit affordable housing development (including 40 permanent supportive housing units and 40 general public units) opened in 2023 and is fully tenanted, and the Carolita affordable housing development (68-units) also opened in 2023. The Westwood Paradise 58-unit multifamily housing development is currently under construction, and there are several other proposed projects currently being considered.

Sales tax revenue forecasts for the next couple of years are expected to increase slightly, the current fiscal year is forecasted to decrease moderately due to current uncertain economic conditions. Over the past five years, the City's General Fund revenues have increased approximately 17.72%, from approximately \$28.67 million in FY 2019-2020 to an estimated \$33.75 million in the recent FY 2023-2024. As tax revenues have been moderately improving, staff has conservatively estimated General Fund revenues for the current 2024-2025 fiscal year at approximately \$35.27 million, which represents a 4.5% increase over the prior fiscal year estimate.

Over the past five years, General Fund expenditures have increased approximately 2.9%, from approximately \$28.80 million in FY 2019-2020 to an estimated \$29.64 million in FY 2023-2024 fiscal year. Expenditures for the current 2024-2025 fiscal year are currently budgeted at \$35.08 million, which represents an approximate 18.37% increase over the prior fiscal year, resulting in an estimated \$1,274,661 budget surplus after considering transfers and debt service.

General Fund Summary: 2019 – 2024

<u>Fiscal Year:</u>	<u>Revenue:</u>	<u>Expenditures:</u>	<u>Transfers:</u>	<u>Balance:</u>
2019-2020	\$28,667,785	\$28,801,011	\$1,028,253)	(\$1,161,479)
2020-2021	\$32,230,698	\$30,294,257	\$1,579,125	\$3,515,566
2021-2022	\$31,984,562	\$28,125,079	\$ 422,478	\$4,281,961
2022-2023	\$35,383,943	\$31,434,493	\$ 511,639	\$4,461,089
2023-2024*	\$33,747,931	\$29,636,416	(\$ 113,967)	\$3,997,548
2024-2025**	\$35,267,477	\$35,079,746	\$1,086,930	\$1,274,661

* Estimate

** Proposed

Based on estimates for the fiscal year 2023-2024 ending, both the City's "Budget Stabilization" Reserve Fund (15% of annual budgeted operating expenditures; \$5.2 million) and the "Catastrophic/Emergency" Reserve Fund (10% of annual budgeted operating expenditures; \$3.5 million) are fully-funded, with current funding levels in the "Infrastructure Deferred Maintenance/Improvement" Designated Fund of \$3.1 million, the "Capital Construction/Improvement" Designated Fund of \$2.8 million, the "Facility Deferred Maintenance/Equipment Replacement" Designated Fund of \$3.1 million and "Special Purposes" Reserve Fund of \$95,000.

The City has been making an annual additional discretionary payment (ADP) to California Public Employees Retirement System (CalPERS) to address the City's pension unfunded actuarial liability (UAL), the payment prorated to the City's funds based upon payroll allocation. An ADP of \$665,000 was made in the 2022-2023 fiscal year, \$1.8 million in the 2023-2024 Fiscal Year budget, and \$300,000 is planned for 2024-2025 Fiscal Year Budget.

Staff recommends the appropriation of several new positions to be paid from the General Fund this current fiscal year including one (1) full-time Encampment Maintenance Worker (\$92,000) and four (4) part-time Encampment Maintenance Aides (\$17.00/hour) for the Parks and Leisure Department to complete the cleanup effort associated with Ordinance 1905 at an estimated expense of \$305,000.

MEASURE H

The Measure H Expenditure Plan has been fully-implemented and is essentially in maintenance mode, with the exception that Library & Literacy expenditures have been limited in the current and past fiscal years due to the Library fire. An estimated Fund Reserve balance of \$5,334,314 exceeds the recommended fifteen percent (15%) of annual budgeted operating expenditures which is \$813,554. The Police Department, in compliance with the SART recommendations, is requesting the addition of two (2) new Dispatcher positions, resulting in an increase of one (1) Dispatcher per shift for Fire Department personnel and critical incidents at an estimated annual expense of \$156,000. An appropriation of \$65,000 for emergency response vehicle preemption is included in this years budget.

The Transactions and Use Tax Oversight Committee (TUTOC) recently met and had no issue with the proposed Measure H budget as presented.

MEASURE I

The Measure I Expenditure Plan continues to be implemented, with proposed total appropriation of \$24,096,830, including the Police Department (\$5.21 million), Fire Department (\$2.89 million) and local street improvements (\$11.64 million). To accommodate the additional personnel and supporting apparatus, the expansion and modernization of the City's three fire stations are under design, with an estimated construction cost of \$11.5 million to be completed in future years. Also consistent with the SART recommendations for improved training, the development of a commercial fire training prop and other improvements at the Fire Training Facility is recommended for appropriation (\$2 million). The Special Methods and Resources Team (SMART) has been effective in providing resources and responding to calls regarding unhoused individuals. To be effective in providing these services and enforcing Ordinance 1905, the Police Department has requested the addition of a new Patrol Lieutenant, Police Sergeant, Police Officer, and Community Service Officer at an estimated annual expense of \$481,000. The revenue performance of Measure I has been better than expected, with an estimated Fund Reserve balance of approximately \$4.99 million, largely dedicated to public safety and street improvement projects currently under design.

TUTOC recently met and had no issue with the proposed Measure I budget as presented.

LOCAL STREET IMPROVEMENT PROJECTS

Approximately \$26.75 million in previously appropriated street projects are anticipated to progress to construction or continue to be constructed this fiscal year, including: 1) Villa Street Reconstruction – Olive Avenue to Westfield Avenue (\$13.18 million); 2) Main Street Reconstruction – Putnam Avenue to Olive Avenue (\$1.6 million); 3) Grand Avenue Reconstruction – Fourth Street to Plano Street (\$3.85 million); 4) Montgomery Avenue Reconstruction – Jaye Street to H Street (\$1.65 million); and 5) Fourth Street Reconstruction – Grand Avenue to Henderson Avenue (\$1.7 million). An estimated \$3.33 million are also planned in resurfacing projects.

Approximately \$49.19 million in previously appropriated street projects that will continue design next fiscal year include: 1) Scranton Avenue Realignment – West Street to Westwood Street (\$14.30 million); 2) Morton Avenue Reconstruction – Westwood Street to Plano Street (\$18.17 million); 3) Westwood Street Reconstruction – Henderson Avenue to Westfield Avenue (\$4.40 million); 4) Date Avenue Reconstruction – Jaye Street to H Street and Kessing Street (\$3.30 million); 5) Union Avenue Reconstruction – Indiana Street to Jaye Street (\$2.97 million); 6) Castle Avenue Construction – Lombardi Street to Castle Avenue (\$4.75 million); and 7) Henry Street Reconstruction – Putnam Avenue to Cleveland Avenue (\$1.30 million).

Significant staff time will be spent in continued facilitation with Caltrans on the implementation of the Highway 190 Corridor Study and the immediate term interchange

and intersection improvements, with TCAG Measure R "Regional" source funds. In support of the Mighty 190 local tourism promotion effort, the City is collaborating with Caltrans and TCAG on artwork at the SR190 and Westwood Street roundabout, as well as partnering on the new local highway cleanup effort.

WATER ENTERPRISE

In the 2021 calendar year, the City issued approximately \$36 million in certificates of participation in support of the following projects. The Eagle Mountain Casino relocation project and projected overall economic development growth in the Airport area, the City is funding significant water projects, including the development of a tertiary wastewater treatment facility on City property (\$15 million), the plant is nearing completion and anticipated to be fully commissioned in July of 2024. With the relocation and development of a new 200-acre foot storm drain/recharge basin on City property (\$14 million), completed in 2023, the City will be focused on future partnerships for recharge opportunities.

Significant staff time will continue to be devoted to the completion of the East Porterville Water Supply Project and the development of supporting City facilities in collaboration with State representatives, including the equipping of the Akin Well (\$3.00 million), as well as the equipping of the City's Well 37 (\$3.49 million). The City continues to work closely with the State Water Boards on two water system consolidations (Del Oro and Hope School), ensuring safe drinking water that meets state standards. Technological upgrades to the City's Supervisory Control and Data Acquisition (SCADA) system (\$1.0 million) and transition to a water meter fixed network data collection system (\$4.9 million) were installed in the current fiscal year, with meter infrastructure to be installed over the next two subsequent years. In continued efforts toward meeting Sustainable Groundwater Management Act (SGMA) regulations, significant staff time will also be spent on the development of several surface water recharge basins and securing surface water purchases.

SEWER ENTERPRISE

A sewer rate study has been completed and was presented to Council in the 2023-2024 fiscal year. City Council conducted a Prop 218 Public Hearing in November of 2023, which provided a five-year rate schedule addressing the cost of service and future capital project expenditures. Sewer infrastructure and capital improvement projects will incur, which are a majority of the costs early in the rate schedule. In contrast, maintenance, future lift station upgrades, and digester improvements are expected to drive annual expenses.

REFUSE ENTERPRISE

A solid waste rate study and financial plan have been completed and presented to and direction was provided from the Council during the 2023-2024 fiscal year. City Council conducted a Prop 218 Public Hearing in November of 2023, providing a five-year rate schedule addressing prior year deficits and forecasted increased expenditures. The study identified the city's rates as the lowest in the region and as not sufficient to support the

division's current operation as a budget shortfall. Additional revenues were needed to fund equipment replacement, capital improvement projects, administration, maintenance facilities, and improvement of the Division's operations with supporting resources in line with industry standards and legislative mandates.

"OTHER" MAJOR CAPITAL PROJECTS

Significant capital projects anticipated for construction in current 2024-2025 fiscal year include: 1) Fourth Street Community Recreation Center estimated at \$21.2 million, with \$12.75 million allocated for construction and design this year; 2) Butterfield Stage Corridor Improvements (\$21.2 million); 3) Tule River Parkway – Phase III Construction (\$3.54 million); 4) Veterans Park Trail – Phase II Construction (\$1.8 million); 5) Mini-Pitch Multi-Use Sports Complex (\$2.06 million); 6) City Hall Roof Replacement (\$700,000); 7) Murry Park Pool improvements (\$924,000) ; 7) Rails-To-Trails Corridor Improvements (\$5.1 million and 7) City Hall Americans with Disability Act (ADA) Improvements (\$350,000).

In summary, the Preliminary Budget proposed for the current 2024-2025 fiscal year represents the significant activities planned to continue to improve our community, even during a challenging economic environment. Toward ensuring that the City's planned revenues and spending remain in balance, it is recommended that the Council continue its regular quarterly budget review.

Sincerely,

Patrice Hildreth
City Manager



**ANNUAL BUDGET
FISCAL YEAR
2024-2025**

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 – 2025**

GENERAL FUND

The General Fund was established by the original Charter of the City. Activities financed from this fund include legislative, administrative, legal and fiscal functions; police and fire protection services; planning and community promotion, engineering and construction safety, inspection, and regulation services; street and storm drain maintenance and traffic safety services; and parks, recreational, and library services. The primary sources of revenue for this fund include property tax, sales tax, utility users tax, and charges for services.

The projects proposed for fiscal year 2024-2025 total \$18,177,484 and include the following:

	<u>Appropriation</u>
ADA improvements - city facilities	\$ 100,000
Animal shelter (donations)	160,000
City hall roof replacement	700,000
Development ordinance update	19,158
Downtown Banners	5,000
Fourth St community center/park (Prop 68 grant)	7,800,000
Five-year Consolidated Plan	150,000
General Plan - safety & environmental justice elements	59,048
Hayes Field lights	196,055
Murry Park pool improvements	924,000
New Library – design (CSL Grant/Insurance proceeds)	3,208,000
OHV Park - design	500,000
Permitting & Asset Management Software	125,000
Public Safety EOC Headquarters – design (Cal OES Grant)	1,250,000
Santa Fe byway improvements (Clean CA Grant)	2,919,402
Sports complex lighting (CEQA Mitigation)	61,821
Total	\$ <u><u>18,177,484</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025
GENERAL FUND SUMMARY**

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Revenues from:				
Property Taxes	\$ 8,833,023	\$ 8,970,000	\$ 9,361,061	\$ 9,395,000
Sales and Use Taxes	8,452,098	8,390,000	8,151,785	8,301,435
Utility Users Taxes	5,726,829	5,700,000	5,377,031	5,250,000
Other Taxes	3,951,237	4,802,218	4,439,761	4,852,218
Permits	703,745	710,000	714,466	721,000
Other agencies	449,494	262,360	287,888	1,678,905
Invested assets	778,832	622,920	1,111,962	850,065
Fines	24,535	24,500	17,679	22,000
Charges for services	5,998,813	3,584,475	4,116,801	4,032,854
Other revenues	219,586	153,000	169,497	164,000
Total operating revenues	35,138,192	33,219,473	33,747,931	35,267,477
Appropriations for:				
Legislation	1,648,191	1,041,883	940,690	1,169,802
Administration	1,363,207	1,274,184	1,310,690	1,594,971
City Attorney	124,675	200,000	123,024	200,000
Finance	1,904,675	2,396,008	2,103,314	2,616,232
Police Services	10,306,342	12,166,426	10,819,103	12,721,613
Fire Services	4,653,107	5,035,134	4,876,604	5,826,797
Community/Economic Development	1,139,677	1,336,270	1,105,436	1,431,570
Engineering & Project Management	1,819,342	1,985,770	1,935,150	2,089,961
Public Works	1,767,591	1,877,140	1,702,602	1,850,148
Parks and Leisure Services	6,738,739	5,116,898	4,692,691	5,523,082
Parks and Leisure Services - grant prog	28,689	37,955	27,112	55,570
Total departmental expenditures	31,494,235	32,467,668	29,636,416	35,079,746
Revenue over (under) expenditures	3,643,957	751,805	4,111,515	187,731
Other financing sources (uses):				
Transfers:				
Special Gas Tax	1,235,350	1,303,053	1,300,460	1,344,148
Community Development Block Grant	120,638	-	-	-
Traffic Safety Fund	155,171	101,000	96,260	80,800
Transportation Development	150,000	150,000	150,000	150,000
Park Development	41,308	43,300	41,048	43,000
Building Construction Fund	4,030	2,000	2,752	2,500
Zalud Estate support	(10,000)	(10,000)	(10,000)	(10,000)
Golf Support	(69,000)	(69,000)	(69,000)	(69,000)
Other Transfers	(11,318)	-	-	(121,000)
Net transfers	1,616,179	1,520,353	1,511,520	1,420,448
Capital grants / donations / sale of land	59,763	15,129,951	314,916	14,730,902
GF reserve / designated funds	1,886,713	4,087,600	1,741,157	4,580,900
Restricted Fund Balance	-	61,821	-	61,821
Special Purpose Reserve	59,986	100,000	5,000	100,000
Capital Outlay	(1,427,557)	(19,084,033)	(1,059,938)	(18,177,484)
Debt Service	(1,596,469)	(1,626,622)	(1,626,622)	(1,629,657)
CalPERS UAL discretionary payment	-	(1,000,000)	(1,000,000)	-
Total other financing sources (uses)	598,615	(810,930)	(113,967)	1,086,930
Net Resources / (Appropriations)	\$ 4,242,572	\$ (59,125)	\$ 3,997,548	\$ 1,274,661

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND REVENUE ESTIMATES

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Property taxes				
Current Secured	\$ 3,553,436	\$ 3,650,000	\$ 3,724,892	\$ 3,750,000
Current Unsecured	230,371	230,000	257,231	260,000
Prior Secured/Unsecured	70,140	70,000	85,015	85,000
In lieu of VLF	4,979,076	5,020,000	5,293,923	5,300,000
Total	8,833,023	8,970,000	9,361,061	9,395,000
Other taxes				
Sales & use tax	8,452,098	8,390,000	8,151,785	8,301,435
Utility Users tax	5,726,829	5,700,000	5,377,031	5,250,000
Transient occupancy tax	785,849	785,000	778,526	800,000
Property transfer tax	104,249	100,000	96,457	100,000
Franchises	833,303	840,000	857,220	860,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	421,769	400,000	401,112	400,000
Payments in-lieu of taxes	-	676,084	292,500	676,084
Business license tax	804,933	1,000,000	1,012,812	1,015,000
Total	18,130,164	18,892,218	17,968,577	18,403,653
Permits				
Building permits	252,116	250,000	298,300	300,000
Plumbing permits	153,966	155,000	163,780	165,000
Electrical permits	257,590	250,000	181,613	200,000
Other permits	40,073	55,000	70,773	56,000
Total	703,745	710,000	714,466	721,000
Revenue from Other Agencies				
Vehicle license fees in excess	64,219	65,000	77,388	77,000
Homeowners tax exemption	20,838	21,000	20,838	21,000
State & Federal operating grants	291,925	136,360	116,490	1,510,905
State Reimbursements	72,512	40,000	73,172	70,000
Total	449,494	262,360	287,888	1,678,905
Use of money & property				
Investment income	661,004	500,000	1,036,768	800,000
Rental income	117,828	122,920	75,194	50,065
Total	778,832	622,920	1,111,962	850,065

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND REVENUE ESTIMATES

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Fines & forfeitures				
Parking fines	13,499	13,500	5,988	10,000
Vehicle code fines	2,459	2,500	2,338	2,500
Other fines	8,577	8,500	9,353	9,500
Total	24,535	24,500	17,679	22,000
Charges for services				
Planning & zoning fees	42,054	40,000	38,984	40,000
Engineering & inspection fees	94,314	83,000	74,865	82,000
Police services	507,083	505,000	510,064	578,500
Fire services	151,804	66,500	164,187	117,000
Library services	12,906	12,000	19,238	18,000
Recreation facility rentals	72,844	51,000	64,845	60,000
Recreation program revenues	2,407,382	164,101	281,631	155,000
Senior program revenues	12,043	12,000	14,386	15,000
Swimming fees	76,861	73,420	87,851	87,900
Passport services	70,658	70,000	68,490	70,000
Interfund services	2,538,093	2,500,000	2,782,681	2,800,000
Other service charges	12,771	7,454	9,579	9,454
Total	5,998,813	3,584,475	4,116,801	4,032,854
Other revenues	219,586	153,000	169,497	164,000
TOTAL GENERAL FUND	35,138,192	33,219,473	33,747,931	35,267,477

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND EXPENDITURE ESTIMATES

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
LEGISLATIVE				
City Council	\$ 146,095	\$ 161,000	\$ 138,246	\$ 153,700
- Reserves / Designated Funds	84,130	127,950	35,855	111,000
Community Promotion	251,392	344,333	272,947	385,202
Emergency Operations - Temporary Library	291,636	272,900	180,479	208,900
Emergency Operations - March Storms	874,938	135,700	313,163	311,000
Total	1,648,191	1,041,883	940,690	1,169,802
ADMINISTRATIVE				
City Manager	460,370	487,770	489,054	634,447
City Clerk	334,241	328,130	330,658	372,377
Human Resources	568,596	458,284	490,978	588,147
Total	1,363,207	1,274,184	1,310,690	1,594,971
CITY ATTORNEY	124,675	200,000	123,024	200,000
FINANCE				
General Accounting	663,234	889,763	760,964	1,007,827
Information Technology Services	514,315	678,928	541,739	737,476
General Services	316,482	376,694	345,899	378,608
Utility Billing	410,644	450,623	454,712	492,321
Total	1,904,675	2,396,008	2,103,314	2,616,232
POLICE SERVICES	10,306,342	12,166,426	10,819,103	12,721,613
FIRE SERVICE	4,653,107	5,035,134	4,876,604	5,826,797

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND EXPENDITURE ESTIMATES

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
COMMUNITY DEVELOPMENT				
Planning	688,960	808,063	671,208	893,020
Economic Development	450,717	528,207	434,228	538,550
Total	1,139,677	1,336,270	1,105,436	1,431,570
ENGINEERING & PROJECT MANAGEMENT	1,819,342	1,985,770	1,935,150	2,089,961
PUBLIC WORKS				
Street Maintenance	604,465	665,102	599,886	681,093
Traffic Control	366,120	391,661	279,977	417,045
Street Lighting	630,885	637,951	700,574	663,055
Storm Drain Maintenance	80,263	95,475	41,341	-
Parking Lot Maintenance	85,858	86,951	80,824	88,955
Total	1,767,591	1,877,140	1,702,602	1,850,148
PARKS & LEISURE SERVICES				
Parks Maintenance	3,050,908	3,094,348	2,835,890	3,161,036
Leisure Services	2,813,875	890,273	934,061	915,288
Swimming Pool	253,107	258,832	263,819	264,132
Library	620,849	873,445	658,921	877,962
Homeless Encampments	-	-	-	304,664
Subtotal	6,738,739	5,116,898	4,692,691	5,523,082
Grant-funded Parks programs	28,689	37,955	27,112	55,570
Total	6,767,428	5,154,853	4,719,803	5,578,652
TOTAL GENERAL FUND	\$ 31,494,235	\$ 32,467,668	\$ 29,636,416	\$ 35,079,746

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GENERAL FUND EQUIPMENT REPLACEMENT

This fund was established to build up funds for the acquisition and replacement of vehicles and equipment for general fund activities including administrative, police and fire protection, planning and community development, public works, and parks and recreational services. Funds are deposited from the General Fund, Measure H Fund and Measure I Fund.

For the fiscal year 2024-2025, the following capital projects in the amount of \$240,000 are proposed:

	<u>Appropriation</u>
Corporation yard fuel island	\$ 240,000
Total	\$ <u>240,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL FUND EQUIPMENT REPLACEMENT

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 5,900,258	\$ 7,209,485	\$ 7,166,408	\$ 7,361,044
Add:				
Revenues from:				
Federal and state grants	120,253	100,000	8,498	50,000
Interest income	113,869	150,000	153,161	150,000
Interdepartmental service charges	1,905,133	1,920,000	2,079,083	2,070,000
Other revenues	27,349	20,000	24,265	25,000
Total	2,166,604	2,190,000	2,265,007	2,295,000
Less:				
Appropriations for:				
Equipment replacement	900,454	2,053,000	2,070,371	1,079,400
Capital projects	-	-	-	240,000
Total	900,454	2,053,000	2,070,371	1,319,400
Available balance, end of year	\$ 7,166,408	\$ 7,346,485	\$ 7,361,044	\$ 8,336,644

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

This fund was established as a result of the voters’ approval of a one-half cent increase in sales tax on the November 8, 2005 Special Consolidated Election ballot. This fund is used to account for revenues received from this district tax, which are restricted for police and fire protection services and for literacy programs.

For the fiscal year 2024-2025, \$65,000 is appropriated for the following project:

	<u>Appropriation</u>
Emergency response vehicle preemption	\$ 65,000
Total	\$ <u>65,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 3,750,654	\$ 4,851,417	\$ 4,729,038	\$ 5,197,321
Add:				
Revenues from:				
Sales tax - Measure H	5,489,744	5,350,000	5,513,352	5,481,683
State grants	6,374	-	-	-
Interest income	87,201	60,000	78,941	80,000
Police services	5,618	73,000	70,390	64,000
Contributions	2,400	2,500	-	-
Total	5,591,337	5,485,500	5,662,683	5,625,683
Less:				
Appropriations for:				
Police services	1,870,210	1,973,495	1,865,017	2,236,661
Fire services	2,074,757	2,127,523	2,010,492	2,267,390
Public Safety Station	199,539	208,500	244,971	254,180
Library & literacy	426,742	662,646	526,513	665,459
Total	4,571,248	4,972,164	4,646,993	5,423,690
Capital projects				
Animal shelter	41,705	-	-	-
Emergency response vehicle preemptior	-	65,000	-	65,000
FD Training Facility classroom remodel	-	475,000	547,407	-
Total	41,705	540,000	547,407	65,000
Available balance, end of year	\$ 4,729,038	\$ 4,824,753	\$ 5,197,321	\$ 5,334,314

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

MEASURE I SALES TAX FUND

This fund was established as a result of the voters' approval of a one cent transactions and use tax on the November 6, 2018 Special Municipal Election ballot. This fund is used to account for revenues received from this district tax, to provide funds for the maintenance of essential local city services including police, fire, 9-1-1 emergency and medical aid response, street maintenance, and other services.

For the fiscal year 2024-2025, the following projects, totaling \$15,001,018 are proposed for funding:

	<u>Appropriation</u>
Hockett & Cleveland parking lot	\$ 100,000
FD engine replacement (2) and ladder truck	996,000
Fire Stations remodel (design)	363,454
FS #72 training facility prop enhancements	2,000,000
Grand Ave reconstruction - 4th to Plano	841,977
Main Street parking lot	1,150,000
Montgomery Ave reconstruction - Jaye to H	1,650,000
Morton Ave reconstruction - design/environmental	550,000
Newcomb Ave reconstruction - Olive to Porter Slough	880,000
Pavement management program	130,000
Pavement repair and overlay program	500,000
Sidewalk and ADA improvements	400,000
Street median rehabilitation	50,000
Union Ave reconstruction - Indiana to Jaye	840,967
Villa St reconstruction - Olive to Henderson	4,548,620
Total	<u>\$ 15,001,018</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

MEASURE I SALES TAX FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 15,019,260	\$ 19,631,293	\$ 19,421,838	\$ 17,700,062
Add:				
Revenues from:				
Sales tax - Measure I	10,950,554	10,700,000	11,026,233	10,963,913
Sales tax - Measure R	-	42,000	62,389	42,000
State grants	69,413	30,000	85,401	80,000
Interest income	399,286	200,000	356,712	300,000
Police services	2,316	2,000	1,586	2,000
Total	11,421,569	10,974,000	11,532,321	11,387,913
Less:				
Appropriations for:				
Police services	3,823,633	4,196,238	4,493,694	5,214,803
- Evidence storage facility	35,260	-	-	-
- Security upgrades	-	10,000	-	-
- SMART vehicles	-	-	-	225,000
- Police interceptors	-	-	-	238,500
Fire services	2,078,755	2,505,107	2,224,293	2,890,323
- Fire Stations remodel - design	434,893	363,454	131,601	363,454
- FS 72 construction	-	4,500,000	-	-
- Training facility improvements	29,687	2,000,000	414,530	2,000,000
- FS 74 type 1 engine	-	1,200,000	928,845	270,000
- Engine 2194 replacement	-	700,000	428,845	270,000
- Ladder truck 71 replacement	-	1,300,000	843,952	456,000
Streets maintenance	91,179	329,901	104,583	355,186
Litter abatement program	138,785	122,000	180,638	172,000
Total	6,632,192	17,226,700	9,750,981	12,455,266
Appropriations for streets program:				
Pavement repair and overlay program	274,131	500,000	217,461	500,000
Butterfield Corridor - W N Grand to PC (CGSS)	-	200,000	-	-
Grand Ave reconstruction - 4th to Plano	10,901	148,143	-	841,977
Hockett & Cleveland Parking Lot	-	-	-	100,000
Main Street Parking Lot	-	-	-	1,150,000
Montgomery Ave reconstruction - Jaye to H	1,721	1,650,000	-	1,650,000
Morton Ave reconstruction - design	13,544	500,000	107,173	550,000
Newcomb - Olive to Porter Slough reconstruction	-	-	-	880,000
Pavement management program	4,018	130,000	-	130,000
Sidewalk and ADA improvements	-	400,000	-	400,000
Street median rehabilitation	1,574	50,000	-	50,000
Union Ave reconstruction - environmental/row acqui	-	500,000	-	840,967
Villa Street reconstruction - Olive to Henderson	80,910	4,698,620	3,178,482	4,548,620
Total	386,799	9,731,763	3,503,116	11,641,564
Available balance, end of year	\$ 19,421,838	\$ 3,646,830	\$ 17,700,062	\$ 4,991,145

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

AMERICAN RESCUE PLAN ACT FUND

This fund was created to account for monies received from the United States Department of the Treasury from the Coronavirus Local Fiscal Recovery Funds (CLFRF) established by the American Rescue Plan Act to provide support in responding to impacts of COVID-19. The City was allocated a total of \$19,984,717 of CLFRF relief funds which may be used:

- To respond to the COVID-19 public health emergency or its negative economic impacts.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency.
- To make necessary investments in water, sewer or broadband infrastructure.

The projects proposed for fiscal year 2024-2025 total \$7,620,000 and include the following:

	<u>Appropriation</u>
Fourth St community center/park	\$ 4,057,850
Golf course driving range improvements	300,000
Hayes Field lights	555,000
Navigation Center Expansion	2,000,000
SCADA system upgrade	500,000
Sports complex lighted baseball fields	167,150
Technology infrastructure updates	40,000
Total	\$ <u><u>7,620,000</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

AMERICAN RESCUE PLAN ACT

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ (149,822)	\$ 48,380	\$ (11,710)	\$ 163,290
Add:				
Revenues from:				
Federal grant - ARPA	6,090,051	8,308,913	2,452,485	8,357,167
Interest income	138,112	-	175,000	100,000
Total	6,228,163	8,308,913	2,627,485	8,457,167
Less:				
Appropriations for:				
Public health	137,449	100,000	39,563	1,000
- Crisis intervention specialist	-	90,137	115,702	60,268
- Homeless outreach vehicle	-	70,000	-	70,000
- PD dispatch computer consoles	154,737	204,659	-	204,659
- Technology infrastructure upgrades	-	1,140,000	-	40,000
Premium pay	-	-	-	-
Assistance to nonprofits	250,000	420,000	273,429	400,000
Administrative expenses	25,181	25,000	975	1,240
Supporting & retaining employees	2,216,882	86,658	86,658	-
Revenue replacement				
- Animal shelter	3,269,271	1,535,324	1,580,729	-
- Main St trash receptacles	22,417	-	-	-
- Parks master plan	13,907	135,515	132,892	-
- Sports complex lighted baseball fields	-	1,000,000	27,127	167,150
- Hayes Field lights	207	750,000	195,201	555,000
- Golf course driving range improvements	-	300,000	209	300,000
- Navigation Center	-	-	-	2,000,000
- Community Center/Park	-	-	-	4,057,850
Water infrastructure				
- SCADA system upgrade	-	2,500,000	-	500,000
Total	6,090,051	8,357,293	2,452,485	8,357,167
Available balance, end of year	\$ (11,710)	\$ -	\$ 163,290	\$ 263,290

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SPECIAL GAS TAX FUND

This fund was established in 1935 by Resolution No. 229. It is a restricted fund required by the State to account for monies received from gasoline taxes. Beginning in fiscal year 2017-2018, this fund is also used to account for funds received from the State's newly established Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1. The majority of this money must be expended for constructing or improving major city streets.

The projects and equipment proposed for fiscal year 2024-2025 total \$7,529,553 and include the following:

	<u>Appropriation</u>
Castle Avenue extension (design)	\$ 750,000
Cold mix overlay program	800,000
Cold milling machine rental	75,000
GHHS streets record of survey	75,000
Grand Ave reconstruction – Fourth to Plano	1,856,166
Main Street:	
Phase IIA – Garden and Putnam Ave reconstruction	1,457,645
Phase IIB – Olive and Garden Ave reconstruction	145,742
Miscellaneous alleys	75,000
Miscellaneous city-owned curb, gutter & sidewalk	200,000
Newcomb – Olive to Porter Slough reconstruction	400,000
Rock crushing and screening	70,000
Signs and signals upgrade (countdown timers)	150,000
Street intersection safety evaluation	25,000
Upgrade of signals to ITS technology	150,000
Villa St reconstruction – Olive to Henderson	1,300,000
Total	\$ <u>7,529,553</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SPECIAL GAS TAX FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 3,553,356	\$ 5,070,865	\$ 5,038,829	\$ 7,145,402
Add:				
Revenues from:				
State Gas Tax, Section 2105	356,636	393,057	376,524	388,482
State Gas Tax, Section 2107	486,035	471,452	502,422	526,044
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	205,067	216,514	215,935	215,946
State Gas Tax, Section 2103	510,613	580,403	566,241	585,831
RMRA - SB1	1,398,214	1,518,132	1,586,131	1,519,731
Grants	908,512	1,467,280	807,280	1,995,000
Interest income	16,947	50,000	45,000	60,000
Total	3,889,524	4,704,338	4,107,033	5,298,534
Less:				
Appropriations for:				
Capital projects	1,168,701	6,744,738	700,000	7,529,553
Total	1,168,701	6,744,738	700,000	7,529,553
Transfers to General Fund for:				
Street Maintenance	604,465	665,102	599,886	681,093
Street Lighting	630,885	637,951	700,574	663,055
Total	1,235,350	1,303,053	1,300,460	1,344,148
Available balance, end of year	\$ 5,038,829	\$ 1,727,412	\$ 7,145,402	\$ 3,570,235

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

This fund is used to account for monies received from the County of Tulare for public transportation purposes. Revenues to each county's local transportation fund are derived from one-quarter cent of the sales tax collected in that county. Starting with fiscal year 2007-2008, additional revenues are included in the budget from the one-half cent sales tax measure (Measure R), which the voters of Tulare County approved in the November 2006 election. These funds are to be used for road and transportation improvements.

The projects proposed for fiscal year 2024-2025 total \$55,980,718 and include the following:

	<u>Appropriation</u>
Active Transportation Plan	\$ 225,000
Butterfield corridor improvements	15,750,000
Cold mix overlay program	700,000
Entry "Welcome" signs	180,000
Fourth St community center/park	900,000
Fourth St improvements (Grand to Henderson)	300,000
Indiana St culvert extension and sidewalk	95,000
Lighted Crosswalks – Collector & Arterial	
North Grand at Prospect St	150,000
Main St intersection improvements	1,710,000
Main St – Left Turn Safety project at North Grand/Reid	2,000,000
Microsurfacing – various streets	3,075,000
Multi-sports field improvements – restroom & storage	300,000
Olive Ave Gateway improvements	500,000
Olive Ave bridge widening	500,000
Olive Ave median island safety project	225,000
Parking lot – Henderson (Butterfield Corridor)	1,000,000
Plano St intersection - Plano & SR 190	2,636,000
Plano St intersection – College Ave	2,636,000
Putnam Ave @ Elderwood curb, gutter, sidewalk	1,104,000
Rapid flashing beacons – various locations	560,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

	<u>Appropriation</u>
Reid Realignment - Design/Environmental	\$ 900,000
Santa Fe byway improvements	2,170,887
Scranton / Westwood / West / Worth realignment	1,400,000
Skateboard Park improvements	30,000
SOTU specific plan connectivity:	
Newcomb Bridge – Tule River to Hwy 190 connection	275,000
Prospect pedestrian bridge	275,000
Frontage road between Tule River & SR190	25,000
SR 65 Interchange – Construct auxiliary	3,300,000
Traffic signals – Newcomb and Mulberry	950,000
Tule River Parkway – Phase III	3,544,064
Tule River Tribe complete streets and two pedestrian bridges	178,000
Update Circulation Element (State mandated)	225,000
Vandalia median island	100,000
Veteran’s Park trail amenities	150,000
Veteran’s Park trail – Phase II	1,800,000
Villa Street reconstruction – Olive to Henderson (design)	2,081,767
Westwood St – Henderson to Westfield	800,000
Westwood St intersection	3,700,000
Total	\$ <u>56,450,718</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

LOCAL TRANSPORTATION FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>11,484,406</u>	\$ <u>13,648,554</u>	\$ <u>13,016,522</u>	\$ <u>10,018,415</u>
Add:				
Revenues from:				
State Gas Tax, Section 325	2,761,211	2,700,000	-	-
Sales Tax - Measure R - Local	1,625,663	1,625,000	1,642,903	1,643,000
Sales Tax - Measure R - Regional	-	6,270,000	-	14,490,000
Sales Tax - Measure R - Alternative	-	5,454,500	-	18,539,951
Grants	10,328	11,141,000	-	14,869,000
Interest income	<u>264,632</u>	<u>100,000</u>	<u>267,480</u>	<u>100,000</u>
Total	<u>4,661,834</u>	<u>27,290,500</u>	<u>1,910,383</u>	<u>49,641,951</u>
Less:				
Appropriations for:				
Capital projects - LTF	905,422	5,860,784	3,162,315	-
Capital projects - grants	-	11,141,000	-	14,869,000
Capital projects - Measure R - Local	1,128,693	6,008,767	285,648	8,551,767
Capital projects - Measure R - Regional	33,255	6,270,000	7,996	14,490,000
Capital projects - Measure R - Alternative	<u>1,062,348</u>	<u>5,454,500</u>	<u>1,452,531</u>	<u>18,539,951</u>
Total	<u>3,129,718</u>	<u>34,735,051</u>	<u>4,908,490</u>	<u>56,450,718</u>
Available balance, end of year	\$ <u><u>13,016,522</u></u>	\$ <u><u>6,204,003</u></u>	\$ <u><u>10,018,415</u></u>	\$ <u><u>3,209,648</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

TRAFFIC SAFETY FUND

This fund was established based on Section 1463 of the Penal Code which states that all fines and forfeitures collected from any person charged with a misdemeanor under this code shall be deposited into a special fund known as the “Traffic Safety Fund.” These funds are to be used exclusively for official traffic control devices and the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city, but not for the compensation of traffic or other police officers. Prior to 1999, this revenue was recorded in the General Fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

TRAFFIC SAFETY FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 142,718	\$ -	\$ 15,975	\$ -
Add:				
Revenues from:				
Interest Income	2,291	1,000	786	800
Vehicle Code Fines	26,137	100,000	79,499	80,000
Total	28,428	101,000	80,285	80,800
Less:				
Transfers to General Fund for:				
Street Maintenance	155,171	101,000	96,260	80,800
Total	155,171	101,000	96,260	80,800
Available balance, end of year	\$ 15,975	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

ZALUD ESTATE FUND

This fund was established to account for the original gift of money and assets from the Pearle Zalud Estate. It is now used to account for the operations of the Zalud House Museum and to record other financial transactions, such as the investment income derived from the endowment.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

This fund was created to account for all financial transactions having to do with the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) which includes the First-time Homebuyers Program, the Owner-Occupied Housing Rehabilitation and Public Utility Program and the Business Assistance Program. CDBG funds also provide for the Park Improvement Program, the Neighborhood Improvement Program and the Community Youth Program.

In fiscal year 2024-2025, construction of the interim multi-use sports fields is proposed to be funded from CDBG funds in the amount of \$1,737,654 and \$18,000 is programmed for the new library facility sports plex master plan.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 947,189	\$ 989,672	\$ 1,347,818	\$ 1,054,795
Add:				
Revenues from:				
State grants	725,101	400,000	350,000	793,840
Federal grants	530,614	800,000	500,000	800,000
Interest income	83,378	70,000	62,500	65,000
Program Income/Other	402,587	1,900,500	427,887	1,900,300
Total	1,741,680	3,170,500	1,340,387	3,559,140
Less:				
Appropriations for:				
Operations	217,059	171,600	144,096	171,600
Loans	163,125	500,000	212,822	500,000
Programs/Capital	832,501	1,800,000	996,628	2,200,000
Subtotal	1,212,685	2,471,600	1,353,546	2,871,600
Debt service	7,728	279,864	279,864	-
Total	1,220,413	2,751,464	1,633,410	2,871,600
Transfer to:				
General Fund	120,638	-	-	-
Total Appropriations and Transfers	1,341,051	2,751,464	1,633,410	2,871,600
Available balance, end of year	\$ 1,347,818	\$ 1,408,708	\$ 1,054,795	\$ 1,742,335

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

TRANSIT FUND

The Transit Fund was established in fiscal year 1982-83 to account for the income and expenses of the Demand Response and Fixed Route transit programs which are operated by a private contractor. Prior to 1982-83, this fund was combined with the Special Gas Tax Fund.

Revenue sources include Local Transportation Fund (LTF) derived from the ¼-cent general sales tax and the State Transit Assistance Fund (STAF) derived from sales tax on diesel fuel. Other revenue sources include fare box revenues and federal and state grants.

The capital expenditures proposed for fiscal year 2024-2025 include the following:

	<u>Appropriation</u>
Bus maintenance facility (Prospect St)	
Facility improvements	\$ 300,000
Renewable energy – solar improvements	1,000,000
Security improvements	325,000
Fleet Replacement	3,488,000
Multi-modal corridor rail ROW improvements	60,000
New bus maintenance facility	1,500,000
Transit Center improvements – exterior and lobby	75,000
Transit shelters	100,000
Transit shelter signage	100,000
Transit signal preemption	250,000
Total	\$ <u>7,198,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

TRANSIT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>(312,320)</u>	\$ <u>-</u>	\$ <u>1,073,716</u>	\$ <u>1,020,248</u>
Add:				
Revenues from:				
LTF	346,500	1,458,000	-	1,497,284
STAF	1,312,074	-	-	1,000,000
Sales tax, Measure R	14,167	-	-	170,000
TCRTA Reimbursements	1,076,783	-	1,272,876	-
Farebox	190,253	-	-	400,000
Grants	1,297,031	5,740,000	-	9,458,400
Other income	8,929	-	19,385	12,500
Reimbursements	<u>4,474</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>4,250,211</u>	<u>7,198,000</u>	<u>1,292,261</u>	<u>12,538,184</u>
Less:				
Appropriations for:				
Capital outlay	1,781,499	7,198,000	-	7,198,000
Operations	<u>1,082,676</u>	<u>-</u>	<u>1,345,729</u>	<u>6,360,432</u>
Total	<u>2,864,175</u>	<u>7,198,000</u>	<u>1,345,729</u>	<u>13,558,432</u>
Available balance, end of year	\$ <u><u>1,073,716</u></u>	\$ <u><u>-</u></u>	\$ <u><u>1,020,248</u></u>	\$ <u><u>-</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SPECIAL SAFETY GRANTS

This fund was established in fiscal year 1996-97 as a result of Assembly Bill 3229, Chapter 134, Statutes of 1996, which formulated the Citizen's Option for Public Safety Program. The plan allows proportionate shares of the State's appropriated funds to be allocated to qualifying local agencies for the purpose of financing front-line police services. This fund is also used to account for other public safety activities that have restricted funding requirements.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SPECIAL SAFETY GRANTS

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 51,834	\$ 161,043	\$ 109,569	\$ 43,669
Add:				
Revenues from:				
State grants	211,609	210,475	186,159	197,619
Federal grants	450,511	689,896	593,786	696,319
Other grants	50,000	-	81,561	-
Interest income	760	200	193	200
Other income	497	5,500	5,000	12,000
Total	713,377	906,071	866,699	906,138
Less:				
Appropriations for:				
Police services	282,507	393,905	364,723	511,540
Fire services	372,638	554,028	567,876	428,878
Children Zone (HCZ model)	497	-	-	-
Total	655,642	947,933	932,599	940,418
Available balance, end of year	\$ 109,569	\$ 119,181	\$ 43,669	\$ 9,389

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SEWER OPERATING FUND

This fund is used to account for the expenses of maintaining the sewer collection system and the Wastewater Treatment Plant. A sewer service charge is made to each person using the sewer system, and a sewer connection fee is charged for each new service to help defray maintenance costs.

This fund is established as a self-supporting enterprise fund, wherein revenues should be sufficient to cover the costs of maintaining and managing the collection and treatment systems.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SEWER OPERATING FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 1,171,939	\$ 1,105,582	\$ 813,396	\$ 1,448,168
Add:				
Revenues from:				
Property assessments	245,375	245,000	248,481	245,000
Interest income	32,094	18,000	18,382	30,000
Rental income	152,415	152,500	101,830	120,000
Sewer user fees	6,454,416	6,500,000	7,302,782	7,500,000
Tank dumping charges	70,233	68,000	162,009	150,000
Laboratory fees	355,835	355,000	329,530	280,000
Other revenues	197,572	106,400	120,980	122,800
Total Revenues	7,507,940	7,444,900	8,283,994	8,447,800
Less:				
Appropriations for:				
Collection system expenses	2,277,885	2,127,305	2,138,597	1,948,511
Treatment plant expense	3,579,755	3,555,300	3,555,547	4,027,400
Industrial monitoring	67,745	83,642	95,010	94,992
Laboratory	523,355	533,582	532,925	563,682
Subtotal	6,448,740	6,299,829	6,322,079	6,634,585
Debt service principal	1,328,178	1,327,143	1,327,143	1,423,286
Total Appropriations	7,776,918	7,626,972	7,649,222	8,057,871
Less:				
Transfers to:				
Sewer revolving fund	-	-	-	500,000
Wastewater Treatment Capital Reserve	89,565	-	-	-
Total Transfers	89,565	-	-	500,000
Available balance, end of year	\$ 813,396	\$ 923,510	\$ 1,448,168	\$ 1,338,097

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SEWER REVOLVING FUND

This fund was established to account for all money collected from sewer connection charges and sewer acreage fees. These resources are to be used for construction and replacement of trunk sewers, lateral sewers and to reimburse others who have advanced the cost of construction of sewer lines. This fund also receives payments from the Sewer Operating Fund for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2024-2025, the following projects, totaling \$5,107,067 are proposed for funding:

	<u>Appropriation</u>
Corporation yard parking lots rehabilitation	\$ 60,000
Grand Ave – Fourth to Plano – storm drain line	350,000
Lift station upgrade	100,000
Master plan payback	333,507
MS4 discharge improvements	200,000
MS4 permit and compliance program	80,975
Utility cover adjustments	300,000
Villa reconstruction (Olive to Henderson)	1,207,585
Westfield Ave Master Plan Utilities – sewer/force main	1,500,000
Westfield storm drain – Main St to SR 65 (incl. Hayes Field)	
Onsite Hayes Field	175,000
Mulberry storm drain	800,000
Total	\$ <u><u>5,107,067</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SEWER REVOLVING FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>7,746,524</u>	\$ <u>6,985,431</u>	\$ <u>6,599,502</u>	\$ <u>6,700,733</u>
Add:				
Revenues from:				
Interest income	100,301	75,000	192,760	220,000
Service fees	22,752	25,000	16,978	15,000
Development fees	105,916	105,000	120,037	120,000
Interdepartmental service charges	182,646	183,000	184,352	184,000
Depreciation reserve	45,000	45,000	45,000	45,000
COP financing	13,420,955	-	-	-
Other revenue	<u>65,905</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>13,943,475</u>	<u>433,000</u>	<u>559,127</u>	<u>584,000</u>
Add:				
Transfer from:				
Sewer operating fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000</u>
Less:				
Appropriations for:				
Equipment replacement	103,750	907,370	13,500	807,600
Capital projects	<u>14,986,747</u>	<u>3,710,594</u>	<u>444,396</u>	<u>5,107,067</u>
Total	<u>15,090,497</u>	<u>4,617,964</u>	<u>457,896</u>	<u>5,914,667</u>
Available balance, end of year	6,599,502	2,800,467	6,700,733	1,870,066
Less:				
Equipment replacement fund	<u>1,406,272</u>	<u>1,650,000</u>	<u>1,541,958</u>	<u>1,350,000</u>
Available for capital projects	\$ <u><u>5,193,230</u></u>	\$ <u><u>1,150,467</u></u>	\$ <u><u>5,158,775</u></u>	\$ <u><u>520,066</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

This fund was established to accumulate funds from plant acreage fees and plant depreciation charges for future expansion of the Wastewater Treatment Plant. The depreciation charges are paid from the Sewer Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

The following capital projects and equipment, totaling \$7,223,575 are proposed for the fiscal year 2024-2025:

	<u>Appropriation</u>
Biosolids hauling	\$ 180,000
Blower parts and control replacement	250,000
Clarifier Center Drive Replacement	200,000
Compliance and operation oversight	500,000
Digesters #1 and #4 repairs	1,825,000
Digester #4 control replacement	200,000
Digester cleaning, coating and piping replacement	113,575
Effluent outfall pump maintenance	120,000
Emergency generator (200KW)	185,000
Headworks grinder replacement	400,000
Manhole 10A inspection / repair	100,000
Nitrification / de-nitrification project	1,000,000
Office building replacement (design)	200,000
Plant #1 evaluation and repairs (incl re-asphalt)	150,000
Plant #2 evaluation and repairs	150,000
Reclamation area pipeline installation	150,000
Safe drinking water supply deliveries	80,000
SCADA Upgrade	300,000
Screwpress repairs	120,000
Septic station retrofit	70,000
Sludge / grit staging area (design)	150,000
Sludge line – Westwood Bridge over Tule River	30,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

	<u>Appropriation</u>
Sludge Transfer Pump Replacement	\$ 300,000
Treatment water filling station	150,000
WAS pump replacement	300,000
Total	\$ <u>7,223,575</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 7,642,049	\$ 8,465,593	\$ 8,479,599	\$ 9,090,548
Add:				
Revenues from:				
Interest income	94,006	80,000	241,966	150,000
Development fees	692,327	700,000	568,358	600,000
Interdepartmental service charges	97,923	105,870	106,848	105,000
Depreciation reserve	125,000	125,000	125,000	125,000
Other revenue	46,742	-	-	-
Total	1,055,998	1,010,870	1,042,172	980,000
Add:				
Transfer from:				
Sewer operating fund	89,564	-	-	-
Total	89,564	-	-	-
Less:				
Appropriations for:				
Equipment replacement	-	342,000	309,556	325,000
Capital projects	308,012	6,245,000	121,667	7,223,575
Total	308,012	6,587,000	431,223	7,548,575
Available balance, end of year	8,479,599	2,889,463	9,090,548	2,521,973
Less:				
Equipment replacement fund	654,477	921,779	743,930	921,779
Available for capital projects	\$ 7,825,122	\$ 1,967,684	\$ 8,346,618	\$ 1,600,194

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SOLID WASTE FUND

This fund was established to account for revenues and expenditures incurred in the collection and disposal of solid waste, street sweeping, graffiti removal, household hazardous waste, and recycling.

This fund is a self-supporting enterprise fund, wherein revenues should be sufficient to cover all costs.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SOLID WASTE FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 710,194	\$ 563,346	\$ 586,061	\$ 947,961
Add:				
Revenues from:				
State grants	22,180	36,800	31,985	32,000
Residential charges	3,347,541	3,350,000	4,091,041	4,150,448
Commercial charges	2,777,398	2,800,000	3,488,645	4,215,000
Roll-Off charges	716,551	710,000	725,499	778,000
Recycling charges	2,041	2,000	3,277	3,500
Other revenues	93,509	92,800	113,892	117,500
Total	6,959,220	6,991,600	8,454,339	9,296,448
Less:				
Appropriations for:				
Refuse collection	5,177,907	5,110,419	5,640,165	5,599,557
Green waste program	1,028,733	1,042,811	1,148,221	1,066,461
Street sweeping	275,664	275,600	291,672	294,832
Curbside recycling	515,713	542,980	523,781	539,293
Waste recycling	332,755	350,700	378,887	373,754
Graffiti removal	102,581	104,760	109,713	106,920
Total	7,433,353	7,427,270	8,092,439	7,980,817
Add:				
Transfers from:				
Solid Waste Capital Reserve Fund	350,000	-	-	-
Total Transfers	350,000	-	-	-
Available balance, end of year	\$ 586,061	\$ 127,676	\$ 947,961	\$ 2,263,592

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

SOLID WASTE CAPITAL RESERVE FUND

This fund was established in fiscal year 2001/2002 as a reserve for capital expansion. Federal grant funds are received in this fund for the acquisition of alternative fuel equipment. Additional funds are deposited into this fund from the Solid Waste Operating Fund for equipment replacement.

Funds in the amount of \$760,000 are proposed for the following projects in fiscal year 2024-2025:

	<u>Appropriation</u>
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
Total	\$ <u>760,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

SOLID WASTE CAPITAL RESERVE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 6,536,154	\$ 6,896,012	\$ 6,848,557	\$ 6,537,202
Add:				
Revenues				
Federal/State grants	52,814	17,168	17,168	-
Interest income	61,157	110,000	159,565	125,000
Interdepartmental service charges	833,993	834,000	854,795	860,000
Total	947,964	961,168	1,031,528	985,000
Less:				
Appropriations for:				
Equipment	285,561	2,291,000	1,342,883	505,000
Capital projects	-	760,000	-	760,000
Total	285,561	3,051,000	1,342,883	1,265,000
Less:				
Transfer to:				
Solid Waste Fund	350,000	-	-	-
Total	350,000	-	-	-
Available balance, end of year	\$ 6,848,557	\$ 4,806,180	\$ 6,537,202	\$ 6,257,202

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

AIRPORT OPERATING FUND

This fund was established to account for all revenues and expenses connected with the operation of the Porterville Municipal Airport. The principal sources of revenue for this fund are hangar rentals, land leases and aircraft fueling operations.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

AIRPORT OPERATING FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 4,098,370	\$ 4,044,834	\$ 4,266,860	\$ 4,172,123
Add:				
Revenues from:				
Interest income	93,745	50,000	110,000	120,000
State grants	10,000	10,000	10,000	10,000
Federal grants	32,000	-	-	-
Rental income	299,191	293,630	298,426	299,294
Concessions	15,987	16,420	16,664	16,700
Fueling operations	1,232,769	1,300,000	1,258,851	1,260,000
Service fees	31,030	33,480	30,480	33,480
Other revenues	5,801	5,280	7,680	7,700
Total	1,720,523	1,708,810	1,732,101	1,747,174
Less:				
Appropriations for:				
Operations	1,472,744	1,604,969	1,569,428	1,744,414
Capital	32,095	-	-	-
Total	1,504,839	1,604,969	1,569,428	1,744,414
Less:				
Transfers to:				
Airport Development Fund	47,194	755,000	257,410	675,000
Total Transfers	47,194	755,000	257,410	675,000
Available balance, end of year	\$ 4,266,860	\$ 3,393,675	\$ 4,172,123	\$ 3,499,883

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

This fund was developed from the sale of released property at the Airport and is used to match federal grants awarded for the development of the Airport. It is also used to accumulate funds deposited by the Airport Operating Fund for the replacement of equipment.

For the fiscal year 2024-2025, the following capital projects in the amount of \$3,149,312 are proposed:

	<u>Appropriation</u>
Parallel and connecting taxiways rehabilitation	\$ 2,099,312
Relocate perimeter fence	850,000
Restaurant painting – interior and exterior	100,000
Restaurant restrooms renovation/hazard abatement	100,000
Total	\$ <u><u>3,149,312</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 308,730	\$ 229,408	\$ 50,840	\$ 208,429
Add:				
Revenues from:				
Interest income	(41,440)	4,000	6,390	4,000
State grants	-	150,000	-	150,000
Federal grants	749,130	4,764,600	2,433,680	2,331,000
Interdepartmental service charges	84,400	96,400	84,642	96,000
Other revenues	-	-	-	-
Total	792,090	5,015,000	2,524,712	2,581,000
Add:				
Transfer from:				
Airport operating fund	47,194	755,000	513,055	675,000
Less:				-
Appropriations for:				
Equipment	259,987	60,000	-	60,000
Capital projects	837,187	5,669,600	2,880,178	3,149,312
Total	1,097,174	5,729,600	2,880,178	3,209,312
Available balance, end of year	50,840	269,808	208,429	255,117
Less:				
Equipment replacement fund	230,666	269,808	208,429	255,117
Available for capital projects	\$ (179,826)	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GOLF COURSE FUND

This fund was established by Resolution to account for all revenue and expenses incurred in the operation of the Porterville Municipal Golf Course. The principal source of revenue for this fund is green fees.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GOLF COURSE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>(2,072,378)</u>	\$ <u>(2,312,524)</u>	\$ <u>(2,308,225)</u>	\$ <u>(2,469,863)</u>
Add:				
Revenues from:				
Daily green fees	126,355	125,000	145,059	145,000
Membership Fees	28,605	30,000	42,455	40,000
Cart rentals	94,688	95,000	122,261	110,000
Other revenues	<u>3,931</u>	<u>600</u>	<u>5,423</u>	<u>600</u>
Total	<u>253,579</u>	<u>250,600</u>	<u>315,198</u>	<u>295,600</u>
Transfers from:				
General Fund	69,000	69,000	69,000	69,000
Replacement Fund	<u>-</u>	<u>29,000</u>	<u>29,000</u>	<u>29,000</u>
Total	<u>69,000</u>	<u>98,000</u>	<u>98,000</u>	<u>98,000</u>
Less:				
Appropriations for:				
Operations	<u>558,426</u>	<u>562,003</u>	<u>574,836</u>	<u>579,801</u>
Total	<u>558,426</u>	<u>562,003</u>	<u>574,836</u>	<u>579,801</u>
Available balance, end of year	\$ <u><u>(2,308,225)</u></u>	\$ <u><u>(2,525,927)</u></u>	\$ <u><u>(2,469,863)</u></u>	\$ <u><u>(2,656,064)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GOLF COURSE REPLACEMENT FUND

This fund was established to build up funds for the replacement of equipment used at the Golf Course. Funds are deposited from the Golf Course Operating Fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GOLF COURSE REPLACEMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 293,099	\$ 309,412	\$ 312,735	\$ 329,502
Add:				
Revenues from:				
Interest income	9,593	2,500	7,824	5,000
Interdepartmental service charges	54,292	60,672	50,625	51,000
Other revenues	7,466	-	225	-
Total	71,351	63,172	58,674	56,000
Less:				
Appropriations for:				
Equipment replacement	51,715	22,000	12,907	-
Total	51,715	22,000	12,907	-
Less:				
Transfer to:				
Golf Course Fund	-	29,000	29,000	29,000
Total	-	29,000	29,000	29,000
Available balance, end of year	\$ 312,735	\$ 321,584	\$ 329,502	\$ 356,502

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

WATER OPERATING FUND

This fund was established to account for all income and expenses having to do with the City's water pumping storage and distribution system. The Water Fund is established as a self-supporting enterprise fund with water sales being the principal source of income.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

WATER OPERATING FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 3,104,971	\$ 2,160,200	\$ 1,773,104	\$ (213,499)
Add:				
Revenues from:				
Interest income	71,371	50,000	41,438	45,000
Water sales	12,094,936	13,265,000	12,951,564	13,125,000
Service fees	125,878	120,000	138,350	140,000
Code enforcement fees	11,900	10,000	8,800	9,500
Other revenues	223,934	200,000	219,956	220,000
Total	12,528,019	13,645,000	13,360,108	13,539,500
Less:				
Appropriations for:				
Operations	8,988,725	10,471,599	9,281,348	9,391,241
Meter Reading	381,328	392,062	429,247	429,251
Water Quality Assurance	555,096	580,122	519,642	588,421
Hydrant Testing	256,710	584,758	278,233	582,458
Recycled Water	569	256,200	37,950	244,500
Subtotal	10,182,428	12,284,741	10,546,420	11,235,871
Debt service principal	677,458	800,291	800,291	834,684
Total	10,859,886	13,085,032	11,346,711	12,070,555
Less:				
Transfers to:				
Water Replacement Fund	3,000,000	4,000,000	4,000,000	1,200,000
Total Transfers	3,000,000	4,000,000	4,000,000	1,200,000
Available balance, end of year	\$ 1,773,104	\$ (1,279,832)	\$ (213,499)	\$ 55,446

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

WATER REPLACEMENT FUND

This fund was established in 1931 to reserve funds for the extension and replacement of lines in the City's water system. Funds are provided by acreage fees and service connection fees on new services, development fees and by depreciation payments from the Water Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. Projects proposed for fiscal year 2024-2025 total \$29,341,913 and includes the following:

	<u>Appropriation</u>
Corporation yard parking lot rehabilitation	\$ 60,000
East Porterville water infrastructure – phase 2:	
Booster pumps 1 & 2 upgrade – property acquisition	550,000
Hillcrest water main replacement	300,000
Well #34 (Akin/Central Mutual) (SWRCB Grant)	3,000,000
Electrical upgrades for water facilities	150,000
Fourth St – Henderson to Morton water main replacement	400,000
Grand Ave Reconstruction - 4th to Henrahan water line	800,000
Henderson to North Grand - water line	600,000
Integrated Regional Water Management Plan & implementation	25,000
Martin Hill 3MG tank booster pump upgrade (VFD)	350,000
Master plan payback	413,000
Master plan update	40,000
Rehabilitate wells	150,000
SCADA system	800,000
SGMA compliance:	
Alternative water capacity sources	1,500,000
Eastern Tule GSA/JPA local governance	230,000
Monitoring wells – construction	500,000
Monitoring wells – water quality testing	15,000
SGMA recharge program:	
DR#23 – Center Basin	451,823
DR#28 – S Jaye St	1,635,000
DR#30 – Airport system	100,000
North recharge basin – NW of FKC, W of Westwood	1,692,000
Stormwater capture and recharge	680,000
Tule River/Jaye St dual-recharge basin	175,000
Storage reservoir rehabilitation program:	
Airport 300k water tank cathodic protection	80,000
East Porterville 3MG tank cathodic protection	90,000
Highland 305k tank cathodic protection	80,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

	<u>Appropriation</u>
Scenic Heights tank overflow	\$ 250,000
Success Reservoir enlargement project	175,000
Tertiary treatment plant – corporation yard	1,300,000
Tule River cleanup	150,000
Tule River JPA administration	15,991
Tule River / Porter slough clearing	37,312
Urban Water Management Plan – 2025 Update	40,000
Utility cover adjustments	50,000
Villa St reconstruction – Olive to Henderson (water and storm line)	4,045,094
Well #37 – includes piping (Tule River)	3,491,693
Water meter radio read replacement project:	
Citywide meter replacement	100,000
Water meter fixed network data collector	120,000
Westfield Ave master plan utilities – recycled water	700,000
Yates to North Grand – recycled water	4,000,000
Total	\$ <u>29,341,913</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

WATER REPLACEMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 13,056,365	\$ 11,246,164	\$ 12,995,719	\$ 19,948,093
Add:				
Revenues from:				
Federal & State grants	81,200	3,000,000	524,106	3,000,000
Interest income	225,658	250,000	446,646	400,000
Service fees	7,389	7,000	17,488	20,000
Development fees	157,440	150,000	218,416	220,000
Interdepartmental service charges	429,106	449,838	605,188	605,000
Depreciation reserve	155,162	155,162	155,162	155,162
COP financing	10,997,200	9,091,693	6,656,016	8,000,000
Other revenue	-	-	-	-
Total	12,053,155	13,103,693	8,623,022	12,400,162
Add:				
Transfer from:				
Water Operating Fund	3,000,000	4,000,000	4,000,000	1,200,000
Total	3,000,000	4,000,000	4,000,000	1,200,000
Less:				
Appropriations for:				
Equipment replacement	625,180	680,000	669,243	500,000
Capital projects	3,768,568	12,356,963	1,429,426	21,450,220
Capital projects - bond proceeds	10,720,053	9,091,693	3,047,873	4,891,693
Capital projects - grants	-	3,000,000	524,106	3,000,000
Total	15,113,801	25,128,656	5,670,648	29,841,913
Available balance, end of year	12,995,719	3,221,201	19,948,093	3,706,342
Less:				
Equipment replacement fund	3,241,809	3,119,000	2,852,514	3,110,000
Available for capital projects	\$ 9,753,910	\$ 102,201	\$ 17,095,579	\$ 596,342

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

GENERAL GOVERNMENT DEBT SERVICE FUND

This fund is used to account for the payment of principal and interest on general government debt including the 2021 Refinancing Project Certificates of Participation.

Debt service requirements for the fiscal year 2024-2025 include \$1,629,657 for the 2021 Refinancing Project Certificates of Participation.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

GENERAL GOVERNMENT - DEBT SERVICE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 1,076,551	\$ 1,064,029	\$ 48,420	\$ 581,151
Add:				
Revenues from:				
Interest income	3,329	3,000	1,815	2,500
Other revenues	-	-	-	-
Total	3,329	3,000	1,815	2,500
Less:				
Appropriations for:				
Administrative expense	1,500	1,700	1,500	1,700
Debt redemption	1,610,566	1,626,622	2,094,206	1,629,657
Total	1,612,066	1,628,322	2,095,706	1,631,357
Other financing sources (uses):				
Transfers from General Fund	1,596,469	1,626,622	2,626,622	1,629,657
Total	1,596,469	1,626,622	2,626,622	1,629,657
Less:				
Transfer to:				
General Fund	1,015,863	-	-	-
Available balance, end of year	\$ 48,420	\$ 1,065,329	\$ 581,151	\$ 581,951

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

RISK MANAGEMENT FUND

This fund was created during fiscal year 1977-78 for the purpose of identifying, controlling, preventing, and transferring risk and to manage the City's insurance programs.

Since the City is self-insured, all reserves for potential liabilities and losses are accumulated in this fund. Revenues are derived from charges to departments and interest income.

For fiscal year 2024-2025, \$360,000 is appropriated for the following capital projects:

	<u>Appropriation</u>
City Hall ADA improvements	350,000
Website Update - Accessibility	10,000
Total	<u>\$ 360,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

RISK MANAGEMENT FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ (894,517)	\$ (1,869,053)	\$ (1,853,187)	\$ (3,377,229)
Add:				
Revenues from:				
Interest income	16,290	-	-	-
Liability Program	621,116	870,000	870,000	870,000
Health and Life	5,186,895	5,900,000	5,992,274	6,200,000
Unemployment	145,651	125,000	133,874	140,000
Worker's Comp	1,663,952	1,700,000	1,656,181	1,700,000
Automobile/Property	191,930	564,000	518,276	540,000
Other revenues	56	250	100	200
Total Revenues	7,825,890	9,159,250	9,170,705	9,450,200
Less:				
Appropriations for:				
Liability Program	1,093,847	1,212,500	1,584,027	1,642,500
Health and Life	4,832,748	5,300,000	5,486,597	5,500,000
Unemployment	60,813	50,000	48,587	50,000
Worker's Comp	1,239,393	1,355,000	1,269,296	1,355,000
Automobile/Property	1,002,844	1,100,000	1,291,571	1,460,000
Employment Practices	290,810	350,000	297,590	360,000
Administration	252,397	297,730	320,893	294,384
Subtotal	8,772,852	9,665,230	10,298,561	10,661,884
Capital Projects	11,708	405,000	396,186	360,000
Total Expenditures	8,784,560	10,070,230	10,694,747	11,021,884
Available balance, end of year	\$ (1,853,187)	\$ (2,780,033)	\$ (3,377,229)	\$ (4,948,913)

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

EQUIPMENT MAINTENANCE FUND

This fund is used as a revolving fund to accumulate the costs of maintaining the City's equipment and charging the appropriate fund and department for their proper expenses. Equipment owned by the County and Burton School District is also maintained in this fund, providing a substantial savings to the County and the District while giving the City more operating flexibility.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT MAINTENANCE FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>(83,231)</u>	\$ <u>(402,667)</u>	\$ <u>(445,382)</u>	\$ <u>(49,260)</u>
Add:				
Revenues from:				
Interest income	7,055	200	-	-
Rental income	18,810	18,500	25,000	25,000
Fuel sales	1,896,484	1,984,500	1,928,068	1,950,000
Interdepartmental service charges	596,043	800,000	704,706	730,000
Other service charges	<u>1,941,856</u>	<u>1,936,000</u>	<u>2,049,204</u>	<u>2,060,000</u>
Total	<u>4,460,248</u>	<u>4,739,200</u>	<u>4,706,978</u>	<u>4,765,000</u>
Less:				
Appropriations for:				
Equipment maintenance	<u>4,822,399</u>	<u>4,751,272</u>	<u>4,310,856</u>	<u>4,825,030</u>
Total	<u>4,822,399</u>	<u>4,751,272</u>	<u>4,310,856</u>	<u>4,825,030</u>
Available balance, end of year	\$ <u><u>(445,382)</u></u>	\$ <u><u>(414,739)</u></u>	\$ <u><u>(49,260)</u></u>	\$ <u><u>(109,290)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

This fund is used to accumulate funds from the Equipment Maintenance Operating Fund to pay for the replacement of equipment used by the Field Services Shop operations.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 1,297,106	\$ 948,418	\$ 892,487	\$ 1,051,393
Add:				
Revenues from:				
Interest income	14,070	20,000	20,794	20,000
Interdepartmental service charges	153,082	161,582	167,642	168,000
Other revenue	-	-	-	-
Total	167,152	181,582	188,436	188,000
Less:				
Appropriations for:				
Equipment replacement	571,771	99,000	29,530	-
Total	571,771	99,000	29,530	-
Available balance, end of year	\$ 892,487	\$ 1,031,000	\$ 1,051,393	\$ 1,239,393

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

LANDSCAPE MAINTENANCE DISTRICTS FUND

The fund was established in 1990 to pay for the public landscaping at Westwood Estates. In 1991, the fund expanded to include the Industrial Park at the Airport and in 1992, the public-landscaped area of the Jasmine development on Hillcrest Street was added. Five more annexations were made to the district in 1993 and 1994, and six more in 1995. Currently, District 1 accounts for eighteen active project areas. Beginning with the 1998-99 fiscal year, additional Districts have been established to account for new neighborhoods.

The costs recorded in this fund are paid for by assessments to the benefited properties.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

LANDSCAPE MAINTENANCE DISTRICTS FUND

		2023-2024		
	2022-2023	Original	Revised	2024-2025
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 155,015	\$ 88,668	\$ 88,673	\$ 52,550
Add:				
Revenues from:				
Property assessments	134,938	177,000	175,587	186,000
Total	134,938	177,000	175,587	186,000
Less:				
Appropriations for:				
Maintenance and repair	201,280	239,670	211,710	235,903
Total	201,280	239,670	211,710	235,903
Available balance, end of year	\$ 88,673	\$ 25,998	\$ 52,550	\$ 2,647

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

TRANSPORTATION DEVELOPMENT FUND

This fund was established by Council action on May 5, 1998, to account for the collection and distribution of the newly-adopted Traffic Impact Fee, which is assessed on new developments. These funds are to be used for the implementation of the Circulation Element.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2024-2025, the following projects, totaling \$95,875 are proposed for funding:

	<u>Appropriation</u>
Traffic signals – intersection of Westwood and Westfield	\$ 45,875
Traffic Study – Lombardi Parkway	50,000
Total	\$ <u>95,875</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

TRANSPORTATION DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>2,205,128</u>	\$ <u>2,279,942</u>	\$ <u>2,256,279</u>	\$ <u>2,272,822</u>
Add:				
Revenues from:				
Interest income	21,337	30,000	22,607	25,000
Development fees	<u>179,814</u>	<u>180,000</u>	<u>143,936</u>	<u>145,000</u>
Total	<u>201,151</u>	<u>210,000</u>	<u>166,543</u>	<u>170,000</u>
Less:				
Appropriations for:				
Capital projects	<u>-</u>	<u>-</u>	<u>-</u>	<u>95,875</u>
Less:				
Transfers to:				
General Fund	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>
Available balance, end of year	\$ <u><u>2,256,279</u></u>	\$ <u><u>2,339,942</u></u>	\$ <u><u>2,272,822</u></u>	\$ <u><u>2,196,947</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

PARK DEVELOPMENT FUND

This fund was established in 1988 to account for receipts of federal and state grants for the construction, improvement, maintenance, and acquisition of parks within the City. The current revenue stream consists of developer impact fees and interest income. These funds help pay for debt service on the Infrastructure Refinancing Bonds for that portion spent on the construction of the sports complex.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

PARK DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
Interest income	196	100	126	100
Development fees	48,182	50,000	47,992	50,000
Total	48,378	50,100	48,118	50,100
Less:				
Transfers to General Fund:				
Debt Service	41,308	43,300	41,048	43,000
Transfers to Airport Fund:				
Sports Complex Lease	7,070	6,800	7,070	7,100
Total	48,378	50,100	48,118	50,100
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

STORM DRAIN DEVELOPMENT FUND

This fund was established by the City Council in 1977 to account for storm drainage acreage fees from subdivisions and developers. The funds are used to finance storm drainage facilities.

Funds in the amount of \$1,749,000 are proposed in fiscal year 2024-2025 for the following projects:

	<u>Appropriation</u>
Drainage reservoir #18 (SR 65 & W North Grand)	\$ 500,000
Master plan payback	149,000
Westfield Avenue master plan utilities – storm drain	500,000
Zalud Park to Westfield storm drain	600,000
Total	\$ <u><u>1,749,000</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

STORM DRAIN DEVELOPMENT FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ <u>2,561,168</u>	\$ <u>2,803,730</u>	\$ <u>2,770,781</u>	\$ <u>3,023,888</u>
Add:				
Revenues from:				
Interest income	22,051	30,000	65,000	40,000
Development fees	<u>206,926</u>	<u>200,000</u>	<u>196,895</u>	<u>200,000</u>
Total	<u>228,977</u>	<u>230,000</u>	<u>261,895</u>	<u>240,000</u>
Add:				
Transfer from:				
General fund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Less:				
Appropriations for:				
Capital projects	<u>19,364</u>	<u>2,089,924</u>	<u>8,788</u>	<u>1,749,000</u>
Total	<u>19,364</u>	<u>2,089,924</u>	<u>8,788</u>	<u>1,749,000</u>
Available balance, end of year	\$ <u><u>2,770,781</u></u>	\$ <u><u>943,806</u></u>	\$ <u><u>3,023,888</u></u>	\$ <u><u>1,514,888</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

BUILDING CONSTRUCTION FUND

This fund was established in 1977 to accumulate monies for building new facilities to house the Police Department and to remodel and update the City Hall. The amounts in this fund have been derived from an accumulation of general reserves, sale of surplus real property and interest earnings.

Interest income from this fund is used for debt service of the 2021 Refinancing Certificates of Participation.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

BUILDING CONSTRUCTION FUND

		2023-2024		
	2022-2023 Actual	Original Estimate	Revised Estimate	2024-2025 Estimate
Available balance, beginning of year	\$ 168,348	\$ 168,248	\$ 166,248	\$ 166,248
Add:				
Revenues from:				
Interest income	1,930	2,000	2,752	2,500
Total	1,930	2,000	2,752	2,500
Less:				
Appropriations for:				
Transfers to General Fund	4,030	2,000	2,752	2,500
Total	4,030	2,000	2,752	2,500
Available balance, end of year	\$ 166,248	\$ 168,248	\$ 166,248	\$ 166,248

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024– 2025**

CAPITAL PROJECTS FUND

This fund was established in 1982-83 and is used to account for all capital projects expenses. As expenses are incurred in this fund, a reimbursement is made from the appropriate fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>GENERAL GOVERNMENT</u>			
Active Transportation Plan		\$ 225,000	Measure R - Alt
Animal shelter (incl equipment)	89-9015	160,000	Donations
Update Circulation Element, incl fee structure, State mandated		225,000	Measure R - Local
Development ordinance update	89-9033	19,158	General Fund
FD emergency response vehicle preemption retrofit		65,000	Measure H
FD engine replacement 2194	05-2101-72	270,000	Measure I / Equip Repl Fund
FD ladder truck 71 replacement	05-2101-72	456,000	Measure I / Equip Repl Fund
Fire Stations remodel (design)	89-9032	363,454	Measure I
Five year Consolidated Plan		150,000	General Fund
FS #72 training facility:			
Prop enhancements	89-9056	2,000,000	Measure I
FS #74 - type 1 engine	05-2101-72	270,000	Measure I
General Plan - safety and environmental elements	89-9078	59,048	General Fund
Public Safety Headquarters / EOC - design	89-9054	1,250,000	Cal OES sub-award grant
Technology upgrades:			
Conference rooms equipment		30,000	American Rescue Plan Act grant
Council chambers infrastructure		10,000	American Rescue Plan Act grant
TOTAL		<u>\$ 5,552,660</u>	
<u>STREETS & SIGNALS</u>			
Castle Avenue extension		\$ 750,000	STP
Downtown parking lots:			
Main Street parking lot	89-9007	1,150,000	Measure I
Hockett & Cleveland parking lot		100,000	Measure I
Fourth Street improvements (Grand to Henderson)		300,000	Measure R - Local
Grand Ave reconstruction - 4th to Plano	89-91106	2,698,143	Measure I / SB1 - RMRA
Granite Hills High School streets record of survey	89-9145	75,000	STP
Indiana St culvert extension and sidewalk		95,000	Measure R - Local
Lighted Crosswalks - Collector & Arterial			
North Grand at Prospect St		150,000	Measure R - Alt
Main Street			
Phase IIA - Garden and Putnam Ave reconstruction	89-91101	1,457,645	SB1 - RMRA
Phase IIB - Olive and Garden Ave reconstruction		145,742	SB1 - RMRA
Left turn safety project at North Grand/Reid		2,000,000	Measure R - Regional
Microsurfacing:	89-9167		
Design		150,000	Measure R - Local
Dave Avenue - Plano to Park		75,000	Measure R - Local
Date Avenue - Main to Plano		300,000	Measure R - Local
Henderson Avenue - Jaye to Second		750,000	Measure R - Local
Lime Street - Henderson to Mulberry		500,000	Measure R - Local
Orange Avenue - Main to Date		300,000	Measure R - Local
W North Grand Avenue - Rose to Main		1,000,000	Measure R - Local

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Miscellaneous alleys	89-9103	75,000	STP
Miscellaneous curb, gutter and sidewalk	89-9155	200,000	STP
Montgomery Ave reconstruction - Jaye to H	89-91105	1,650,000	Measure I
Morton Ave rehabilitation / reconstruction - design/environmental	89-91113	550,000	Measure I
Newcomb - Olive to Porter Slough reconstruction	89-91104	1,280,000	SB 1 - RMRA / Measure I
Olive Ave Gateway Improvements - Design/Environmental		500,000	Measure R - Regional
Olive Ave bridge widening project (City/County)		500,000	Measure R - Regional
Olive Ave median island safety project (Beverly to Maston)		225,000	Measure R - Local
Pavement mgt program citywide evaluation	89-9127	130,000	Measure I
Putnam Ave @ Elderwood curb, gutter, sidewalk		1,104,000	ATP / Measure R - Alt
Rapid flashing beacons:			
Elderwood @ BMS, incl curb ramps		80,000	Measure R - Alt
Mulberry and Verdugo, incl curb ramps		80,000	Measure R - Alt
Mulberry and Belmont, incl curb ramps		80,000	Measure R - Alt
Orange and G, incl curb ramps		80,000	Measure R - Alt
Pioneer and Milo		40,000	Measure R - Alt
Putnam @ Putnam School, incl curb ramps		80,000	Measure R - Alt
Westfield and Linda Way, incl curb ramps		80,000	Measure R - Alt
Westfield and Villa		40,000	Measure R - Alt
Reid Realignment - Design/Environmental		900,000	Measure R - Regional
Rock crushing and screening		70,000	STP
Scranton/Westwood/West/Worth realignment	89-91112	1,400,000	Measure R - Reg
Self performance streets program:			
Cold mix & AC pavement overlay program	89-9101	2,000,000	STP / Measure R - Local / Measure I
Cold milling machine rental	89-9191	75,000	Special gas tax
Sidewalk and ADA improvements		400,000	Measure I
Signs and signals upgrade (countdown timers)	89-9111	150,000	Special gas tax
SOTU specific plan connectivity:			
Newcomb Bridge - Tule River to Hwy 190 connection	89-9178	275,000	Measure R - Regional
Prospect Bridge - Tule River to northerly frontage road		275,000	Measure R - Alt
Frontage road between Tule River & SR190 (northerly frontage)		25,000	Measure R - Regional
SR 190 corridor improvements between Westwood and Plano:			
Main St Intersection Improvements		1,710,000	Measure R - Regional
Plano St intersection - Plano & SR 190		2,636,000	CMAQ
Plano St intersection @ College Ave		2,636,000	CMAQ
SR 65 Interchange: Construct auxillary		3,300,000	Measure R - Regional
Westwood St intersection		3,700,000	Measure R - Regional
Traffic safety evaluation	89-9105	25,000	STP
Traffic Study - Lombardi Parkway		50,000	Transportation impact fees
Traffic signals:			
Newcomb @ Mulberry		950,000	Measure R - Local
Westwood @ Westfield		45,875	Transportation impact fees
Tule River Tribe complete streets and two pedestrian bridges		178,000	ATP
Union Ave reconstruction - Indiana to Jaye	89-91107	840,967	Measure I
Upgrade of signals to ITS technology		150,000	Special gas tax
Vandalia median island	89-9141	100,000	Measure R - Local
Villa St reconstruction - Olive to Henderson	89-91102	7,930,387	Measure I/SB 1 - RMRA/Meas R-local
Westwood St - partial reconstruction - Henderson Ave		800,000	Measure R - Local
TOTAL		\$ 49,392,759	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>STORM DRAIN</u>			
Drainage reservoir #18 (SR65 & W North Grand)	89-9270	\$ 500,000	Developer Fees
Grand Ave - 4th & Plano storm drain line		350,000	Sewer Revolving Fund
MS4 permit and compliance program	89-9274	80,975	Sewer Revolving Fund
MS4 - discharge improvements	89-9274	200,000	Sewer Revolving Fund
Master plan payback	89-9208	149,000	Developer Fees
Villa reconstruction - Olive to Henderson (Storm line inst)		851,871	Sewer Revolving Fund
Westfield Avenue Master Plan Utilities			
Storm Drain design & construction		500,000	Developer Fees
Westfield Storm Drain - Main St to SR65			
Onsite Hayes Field		175,000	Sewer Revolving Fund
Mulberry Storm Drain		800,000	Sewer Revolving Fund
Zalud Park to Westfield storm drain		600,000	Developer Fees
TOTAL		\$ 4,206,846	
<u>PARKS AND LEISURE SERVICES</u>			
ADA improvements - city facilities		\$ 100,000	GF Deferred Maintenance Reserve
Butterfield Stage Corridor Improvements:			
W North Grand to Yates (incl CGSS)	89-91110	15,000,000	ATP / Measure R - Alt
Tule River Bridge - design and environmental		750,000	Measure R - Alt
City hall ADA improvements	89-9453	350,000	Risk Management Fund
City hall roof replacement	89-9486	700,000	GF Deferred Maintenance Reserve
Downtown Banners		5,000	General Fund
Fieldhouse / Community Center / Park (4th St)	89-9411	12,757,850	Prop 68/ARPA/Measure R - Alt
Golf course driving range netting & poles	89-9466	300,000	ARPA
Hayes Field lights	89-9412	751,055	ARPA/GF Capital Improvements Reserve
Library - new facility - design & construction support	89-9483	3,208,000	CSL Grant/Insurance proceeds
Multi-Sport field improvements (Santa Fe Sportsflex):			
Design	89-9812	18,000	CDBG
Interim multi-use fields	89-9812	1,737,654	CDBG
Restroom facilities and storage		300,000	Measure R - Alt
Murry Park pool diving board		24,000	GF Deferred Maintenance Reserve
Murry Park pool gutter replacement		125,000	GF Deferred Maintenance Reserve
Murry Park pool tiles and replaster		415,000	GF Deferred Maintenance Reserve
Murry Park pool interior & exterior lighting		75,000	GF Deferred Maintenance Reserve
Murry Park pool restroom renovation		100,000	GF Deferred Maintenance Reserve
			GF Deferred Maintenance Reserve/GF Capital Improvement Reserve
Murry Park pool restroom roof & snackbar roof		185,000	
Navigation Center Expansion		2,000,000	ARPA
OHV Park - design		500,000	OHV Grant
Parking lot at Henderson Ave (Butterfield Corridor)		1,000,000	Measure R - Alt
Santa Fe byway improvements	89-9405	5,090,289	Clean CA grant / Measure R - Alt
Skateboard park improvements	89-9469	30,000	Measure R - Alt
Sports complex lighting	89-9452	61,821	CEQA Mitigation
Sports complex baseball field	89-9406	167,150	ARPA
Street median rehabilitation	89-9456	50,000	Measure I
Tule River Parkway, Phase III	89-9439	3,544,064	CMAQ / Measure R - Alt
Veteran's Park Trail - paving and lighting (phase 2)	89-9446	1,800,000	Measure R - Alt
Veteran's Park Trail amenities (design)		150,000	Measure R - Alt
TOTAL		\$ 51,294,883	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>SEWER</u>			
Lift station upgrade	89-9645	\$ 100,000	Sewer revolving fund
Master plan payback	89-9604	333,507	Developer Fees
Villa reconstruction - Olive to Henderson		355,714	Sewer revolving fund
Westfield Avenue Master Plan Utilities			
Sewer Main design & construction		1,000,000	Sewer revolving fund
Force Main construction		500,000	Sewer revolving fund
TOTAL		\$ <u>2,289,221</u>	
<u>WATER</u>			
East Porterville water infrastructure - Phase 2:			
Booster pumps 1 & 2 upgrade - acquisition/design	89-9745	\$ 550,000	Water replacement Fund
Hillcrest water main replacement - EP to Morton		150,000	Water replacement Fund
Hillcrest water main replacement - Morton to Olive		150,000	Water replacement Fund
Well #34 (Akin/Central Mutual)	89-9749	3,000,000	SWRCB grant
Electrical upgrades for water facilities		150,000	Water replacement fund
Fourth St - Henderson to Morton water main replacement		400,000	Water replacement Fund
Grand Ave Reconstruction - 4th to Henrahan water line		800,000	Water replacement Fund
Henderson to North Grand - water line		600,000	Water replacement Fund
Integrated Regional Water Mgt Plan & implementation		25,000	Water replacement Fund
Martin Hill 3MG tank booster pump upgrade (VFD)		350,000	Water replacement Fund
Master plan payback	89-9768	413,000	Developer fees
Master plan update	89-9703	40,000	Developer fees
Rehabilitate wells	89-9736	150,000	Water replacement Fund
SCADA (Supervisory Control and Data Acquisition) sytem		1,300,000	ARPA / Water replacement Fund
SGMA compliance:			
Alternative water capacity sources		1,500,000	Water replacement Fund
Eastern Tule GSA/JPA local governance	89-9748	230,000	Water replacement Fund
Monitoring wells - construction		500,000	Water replacement Fund
Monitoring wells - water quality testing		15,000	Water replacement Fund
SGMA Recharge program:			
DR#23 - Center Basin	89-9733	451,823	Water replacement Fund
DR#28 - S Jaye St	89-97101	1,635,000	Water replacement Fund
DR#30 - Airport system	75-7502	100,000	Bond proceeds
North recharge basin - NW of FKC, W of Westwood	89-9734	1,692,000	Water replacement Fund
Stormwater capture and recharge		680,000	Water replacement Fund
Tule River/Jaye St dual-recharge basin and infras impr		175,000	Water replacement Fund
Storage reservoir rehabilitation program:			
Airport 300k water tank cathodic protection		80,000	Water replacement fund
East Porterville 3MG tank cathodic protection	89-9791	90,000	Water replacement fund
Highland 305K tank cathodic protection		80,000	Water replacement Fund
Scenic Heights tank overflow	89-9790	250,000	Water replacement fund
Success Reservoir enlargement project	89-9048	175,000	Water replacement fund
Tertiary treatment plant - corporation yard		1,300,000	Bond proceeds
Tule River cleanup		150,000	Water replacement fund
Tule River JPA administration	89-9046	15,991	Water replacement fund
Tule River/Porter Slough clearing	89-9038	37,312	Water replacement fund

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Urban Water Management Plan - 2025 Update	89-9769	40,000	Water replacement fund
Villa reconstruction - Olive to Henderson (incl storm line)		4,045,094	Water replacement fund
Water capacity program:			
Well #37 - includes piping (Tule River)	89-9735	3,491,693	Bond proceeds
Water meter radio read replacement project:			
Citywide meter replacement	89-9760	100,000	Water replacement Fund
Water meter fixed network data collector	89-9760	120,000	Water replacement Fund
Westfield Avenue Master Plan Utilities			
Recycled Water design & construction		700,000	Water replacement fund
Yates to North Grand - recycled water		4,000,000	Water replacement fund
TOTAL		\$ 29,731,913	

WASTEWATER TREATMENT FACILITY

Biosolids hauling	89-9691	\$ 180,000	WWTF reserve fund
Blower parts and control replacement		250,000	WWTF reserve fund
Clarifier Center Drive Replacement		200,000	WWTF reserve fund
Compliance & operation oversight		500,000	WWTF reserve fund
Digesters #1 and #4 repairs	89-9635	1,825,000	WWTF reserve fund
Digester #4 control replacement	89-96109	200,000	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	113,575	WWTF reserve fund
Effluent outfall pump maintenance	89-9668	120,000	WWTF reserve fund
Emergency generator (200kw)	89-9612	185,000	WWTF reserve fund
Headworks grinder replacement	89-9666	400,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	100,000	WWTF reserve fund
Nitrification / De-nitrification project		1,000,000	WWTF reserve fund
Office building replacement (design)	89-9678	200,000	WWTF reserve fund
Plant #1 evaluation and repairs (incl re-asphalt)		150,000	WWTF reserve fund
Plant #2 evaluation and repairs	89-9638	150,000	WWTF reserve fund
Reclamation area pipeline installation	89-9630	150,000	WWTF reserve fund
Safe drinking water supply deliveries		80,000	WWTF reserve fund
SCADA Upgrade		300,000	WWTF reserve fund
Screwpress repairs		120,000	WWTF reserve fund
Septic station retrofit	89-9648	70,000	WWTF reserve fund
Sludge / grit staging area (design)	89-9692	150,000	WWTF reserve fund
Sludge line - Westwood Bridge over Tule River	89-9693	30,000	WWTF reserve fund
Sludge Transfer Pump Replacement		300,000	WWTF reserve fund
Treatment water filling station		150,000	WWTF reserve fund
WAS / RAS pump replacement	89-9646	300,000	WWTF reserve fund
TOTAL		\$ 7,223,575	

TRANSIT

Bus maintenance facility (Prospect St)			
Fuel management system		\$ 300,000	FTA grant / LTF
Renewable energy infrastructure		1,000,000	FTA grant / LTF
Security improvements	89-9317	325,000	FTA grant / LTF
Fleet replacement		3,488,000	FTA grant / LTF
Multi-modal corridor rail ROW improvements	89-9319	60,000	FTA grant / LTF
New bus maintenance facility	89-9316	1,500,000	FTA grant / LTF
Transit center improvements - exterior and lobby		75,000	FTA grant / LTF
Transit shelters	89-9309	100,000	FTA grant / LTF
Transit signage at transit shelters	89-9303	100,000	FTA grant / LTF
Transit signal preemption	89-9305	250,000	FTA grant / LTF
TOTAL		\$ 7,198,000	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024 - 2025**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>AIRPORT</u>			
Rehab parallel and connecting taxiways	89-9968	\$ 2,099,312	FAA / State / Airport Fund
Relocate perimeter fence		850,000	FAA / State / Airport Fund
Restaurant painting - interior and exterior	89-9960	100,000	Airport Operating Fund
Restaurant restrooms renovation/hazard abatement	89-9962	100,000	Airport Operating Fund
		<u>\$ 3,149,312</u>	
<u>MISCELLANEOUS</u>			
Corporation yard fuel island		\$ 240,000	Equipment Replacement Fund
Corporation yard parking lots rehabilitation		180,000	WRF / SRF / SW Reserve
Entry "Welcome" signs		180,000	Measure R - Regional
Permitting & Asset Management Software		125,000	General Fund
Transfer station concrete pad (green waste)		250,000	Solid Waste reserve fund
Transfer station cover		150,000	Solid Waste reserve fund
Transfer stations scales		300,000	Solid Waste reserve fund
Utility cover adjustments		350,000	Water Replacement / Sewer Revolving
Website Update - Accessibility		10,000	Risk Management
		<u>\$ 1,785,000</u>	
TOTAL PROJECTS		<u>\$ 161,824,169</u>	

CAPITAL IMPROVEMENT STRATEGIES - FUNDING SUMMARY FISCAL YEAR 2024/2025

FUNDING SOURCE	24/25
General Fund (GF)	\$358,206
General Fund Reserve Capital Improvement (GFRCI)	\$321,055
General Fund Reserve Deferred Maintenance (GFRDM)	\$1,599,000
General Fund Carryover (GF CO)	\$0
General Fund - Donations (GF Donations)	\$160,000
Air District	\$0
Air Resources Board (CARB)	\$0
Airport Operating Fund (AOF)	\$786,750
Active Transportation Program Grant (ATP)	\$7,772,000
American Rescue Plan Act (ARPA)	\$7,620,000
Asset Forfeitures (AF)	\$0
Building Construction Fund (BCF)	\$0
Cal State Library Grant (CSLG)	\$746,000
California Division of Aeronautics (CA Div of Aero)	\$188,250
California Governor's Office of Emergency Services Grant (OES)	\$1,250,000
CEQA Mitigation	\$61,821
Certificates of Participation (COP)	\$4,891,693
Clean California (Clean CA)	\$2,919,402
Community Development Block Grant (CDBG)	\$1,755,654
Congestion Mitigation and Air Quality Grant (CMAQ)	\$7,097,000
Department of Water Resources (DWR)	\$0
Equipment Replacement Fund (ERF)	\$240,000
Equipment Replacement - Measure H Funds (ERF(H))	\$0
Federal Aviation Admin. Airport Improvement Program Grant (FAA/AIP)	\$2,174,312
Federal Transit Authority (FTA 5307)	\$5,050,000
Federal Transit Authority (FTA 5339)	\$690,000
Highway Bridge Program (HBP)	\$0
Highway Safety Improvement Program (HSIP)	\$0
Insurance Proceeds	\$2,462,000
Land Sale Revenue (Land Sale)	\$0
Local Transportation Funds (LTF)	\$0
Local Transportation Funds - Transit (LTF Transit)	\$1,458,000
Measure H (MH)	\$65,000
Measure I (MI)	\$15,001,018
Measure R - Alternative Transportation (Measure R AT)	\$18,539,951
Measure R - Local (Measure R Local)	\$8,551,767
Measure R - Regional (Measure R Reg)	\$14,490,000
Measure R - Transit	\$0
Off Highway Vehicle Grant (OHV)	\$500,000
Proposition 68 (Prop 68)	\$7,800,000
Regional Early Action Planning Grant (REAP)	\$0
Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	\$0
Risk Management (RM)	\$360,000
Road Repair and Accountability Act (SB1)	\$5,159,553
Sewer Bond Refinance (Sewer Bond Refi)	\$0
Sewer Developer Fees (Sewer DF)	\$333,507
Sewer Revolving Fund (SRF)	\$4,773,560
Solid Waste Reserve (SW Reserve)	\$760,000
Special Gas Tax (SGT)	\$375,000
Storm Drain - Developer Fees (Storm Dr DF)	\$1,749,000
Surface Transportation Program (STP)	\$1,995,000
State Water Resources Control Board (SWRCB)	\$3,000,000
Traffic Impact Fees (TIF)	\$95,875
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$7,223,575
Water - Developer Fees (Water DF)	\$453,000
Water Replacement Fund (WRF)	\$20,997,220
Unfunded Projects	\$0
TOTALS	\$161,824,169

Council Priority Projects: (Current FY allocations)

Street Improvement Projects-	
Grand Avenue Construction (4th to Plano)	\$3,848,143
Henderson Rehabilitation (Westwood to Patsy)	\$0
Main Street Reconstruction (Olive to Morton Avenue)	\$1,457,645
Morton Avenue Rehab/Reconstruction (Westwood to Plano)	\$550,000
Newcomb Street Improvements (Olive to Porter Slough)	\$1,280,000
Union Avenue Improvements (Indiana to Jaye Street)	\$840,967
Villa Street Improvements (Olive to Henderson Avenue)	\$13,183,066
Scranton/Westwood/West/Worth Realignment	\$1,400,000
Animal Shelter - 185 N. D Street	\$160,000
Community Recreation Center	\$12,757,850
Council Chambers Infrastructure	\$10,000
Golf Course Driving Range Poles/Netting	\$300,000
Henry Street Park Improvements	\$0
Library - New Facility	\$3,208,000
Main Street Parking Lot	\$1,150,000
Navigation Center Expansion	\$2,000,000
Skate Board Park Lighting & Shade Structure	\$30,000
Sports Complex Completion/Adult Baseball Field	\$167,150
SOTU Conceptual Plan, including circulation planning	\$575,000
Tertiary Treatment	\$1,300,000
Welcome Signage	\$180,000
	\$44,397,821

General Fund Projects:

Digitization of Records & Records Management	\$0
Consolidated Plan	\$150,000
Development Ordinance Update	\$19,158
Downtown Banners	\$5,000
General Plan: Safety Element and Environmental Justice Element	\$59,048
	\$233,206

Casino Relocation Partnership Efforts:

DR #30 (near Casino) dual recharge basin	\$100,000
Casino JPA Tertiary Project	\$0
	\$100,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STREET PROGRAMS:											
Annual Sidewalk and ADA Improvements	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	MI
Alleys	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	STP
Curb, Gutter and Sidewalk Maintenance	\$200,000										STP
Utility Cover Adjustments	\$300,000										SRF
	\$50,000										WRF
Corporation Yard Parking lots Rehab	\$60,000										WRF
	\$60,000										SRF
	\$60,000										SW Reserve
GHHS Streets Record of Survey	\$75,000										STP
Rock Crushing and Screening	\$70,000				\$70,000						STP
PAVEMENT PRESERVATION											
Design	\$150,000										Measure R Local
Date Avenue											
Plano to Park Street (1080')	\$75,000										Measure R Local
Main to Plano	\$300,000										Measure R Local
Henderson Avenue											
Indiana to Jaye				\$300,000							Measure R Local
Jaye to Second Street (1440')	\$750,000										Measure R Local
Second to Plano				\$300,000							Measure R Local
Indiana Street											
Vandalia Ave to Springville Ave (1080')		\$67,000									Measure R Local
Lime Street											
Henderson Ave to Mulberry	\$500,000										Measure R Local
Main Street											
Date Ave to 1/4 mile South of College Ave (5280')		\$500,000									Measure R Local
Mathew Street											
Westfield Ave to Castle Ave (2800')		\$230,000									Measure R Local
Newcomb Street											
Westfield Ave to Castle Ave (2640')		\$430,000									Unfunded
Scranton Ave to 600 feet North of Scranton Ave (1320')		\$35,000									Measure R Local
Orange Avenue											
Main to Date	\$300,000										Measure R Local
W North Grand Avenue											
Rose St to N Main St	\$1,000,000										Measure R Local
Scranton Avenue											
Indiana St to SR 65			\$40,000								Unfunded
Springville Avenue											
Jaye Street to E Street (1700')			\$110,000								Unfunded
Vandalia Avenue											
Indiana Street to Jaye Street (1400')		\$1,000,000									Unfunded
Villa Street											
Theta Avenue to Mulberry Avenue (750')			\$70,000								Unfunded
Westfield Avenue											
SR 65 to Indiana Street (1080')			\$75,000								Unfunded
Total	\$2,925,000	\$2,262,000	\$295,000								
SELF PERFORMANCE STREETS PROGRAM											
Cold-mix &B AC Pavement Overlay Program	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	\$800,000	STP
	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	MI
	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	Measure R Local
Cold Milling Machine Rental	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	SGT
Public Parking Lot		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	LTF
Street Median Rehabilitation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	MI

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Pavement Management Program											
Citywide Evaluation	\$100,000			\$100,000			\$100,000				MI
Implementation & Maintenance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	MI
CITY PARKING LOTS:											
DOWNTOWN PARKING LOTS											
Main Street Parking Lot	\$1,150,000										MI
Hockett St - Willow Alignment to Porter Slough											
Hockett & Cleveland Parking Lot	\$100,000	\$500,000									MI
BRIDGES:											
Jaye Street Bridge Project											
Revegetation Plan & Monitoring		\$10,000	\$10,000								LTF
Olive Ave Bridge Widening Project - City/County Partnership											
Preliminary Design and Scoping (Federal funds)	\$500,000										Measure R Reg
City Participation			\$5,000,000								Measure R Reg
Plano Bridge Project											
Revegetation Plan & Monitoring		\$10,000	\$10,000								LTF
SOTU Specific Plan Connectivity											
Newcomb Bridge - Tule River to Hwy 190 Connection											
Alignment Plan	\$25,000	\$25,000									Measure R Reg
Preliminary Design and Environmental	\$250,000	\$250,000									Measure R Reg
Design & Land Acquisition							\$500,000	\$600,000	\$300,000		Measure R Reg
Newcomb - Tule River/SR 190 (4 lanes)									\$1,220,000		Measure R Reg
Bridge Construction									\$10,000,000		Measure R Reg
Prospect Pedestrian Bridge - Tule River to northerly frontage road											
Alignment Plan	\$25,000										Measure R AT
Preliminary Design and Environmental	\$250,000										Measure R AT
Design & Land Acquisition		\$200,000									Measure R AT
Bridge and Trail Construction			\$3,000,000								Measure R AT
Frontage road btwn Tule River and SR 190 (northerly frontage)											
Alignment Plan	\$25,000										Measure R Reg
Preliminary Design and Environmental					\$250,000						Measure R Reg
Design & Land Acquisition						\$500,000	\$600,000	\$300,000			Measure R Reg
Construction									\$10,000,000		Unfunded
Westwood Bridge											
Design, Environmental & Land Acquisition									\$1,100,000		Unfunded
Bridge Construction Cross Tule River									\$10,000,000		Unfunded
STREETS:											
Castle Avenue Extension											
Design	\$250,000										STP
ROW Acquisition	\$500,000										STP
Construction		\$4,000,000									STP
Date Avenue Widening - "H" to Jaye & Kessing Extension (Date to River)											
ROW Acquisition		\$300,000									LTF
Construction			\$3,000,000								Unfunded
Fourth Street Improvements											
Design & Environmental (Grand to Henderson)	\$300,000										Measure R Local
Construction		\$1,000,000									Unfunded
Water Main Replacement - Fourth St: Henderson to Morton	\$400,000										WRF

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Gibbons Avenue Street Reconstruction											
Phase 1 - Indiana to Jaye											
Gibbons - Indiana to Jaye (Right of Way)		\$100,000									Unfunded
Gibbons - Design and Construction			\$1,000,000								Unfunded
Gibbons - Storm Drain - Indiana to Jaye			\$200,000								Unfunded
Phase 2 - Jaye to Main											
Gibbons - Storm Drain - Jaye to Main					\$200,000						Unfunded
Gibbons - Jaye to Main					\$1,000,000						Unfunded
Grand Avenue Reconstruction - 4th to Plano											
Design connection between 4th & Plano (includes lighted crosswalk @ Rails to Trails)	\$148,143										MI
Storm Drain Line	\$350,000										SRF
6" line from 4th Street to 380' east of Henrahan	\$800,000										WRF
Grand Avenue - Construction 4th to Plano Street	\$1,856,166										SB1
	\$543,834										MI
Construction Management	\$150,000										MI
Grand Avenue Improvements											
Grand - E St (Zalud Park) to Porter Road		\$427,000	\$441,000								Unfunded
Grand - E St (Zalud Park) to Porter Road		\$454,000	\$469,000								Unfunded
Grand - G St to Porter Road		\$443,000	\$458,000								Unfunded
Grand Ave. Line - Water (Villa to Zalud Park)		\$221,000									Unfunded
Grand Ave. ext. - W/o Prospect to Prospect - Pipe				\$201,000							Unfunded
Grand Ave. - Treatment Plant to W/o Prospect - Pipe				\$141,000							Unfunded
Grand Ave. - Prospect St. to SR 65 - Pipe			\$341,000								Unfunded
Northwest Street Improvements											
Henderson Ave. Rehabilitation (Westwood to Patsy)											
Design Improvements			\$50,000								Measure R Local
Construction			\$482,000								SB1
			\$2,500,000								Measure R Local
Henderson @ Mathew (signal)			\$600,000								LTF
Recycled Water line			\$1,200,000								WRF
Potential Lift Station #11 Remediation			\$150,000								SRF
Relocation of PRV Station			\$35,000								WRF
Mathew Street Reconstruction Project											
Henderson to Monache Avenue Recons. (ROW)		\$300,000									Unfunded
Henderson to Monache Avenue Recons. (Design)		\$100,000									Unfunded
Henderson to Monache Avenue Recons. (Recon)			\$3,000,000								Unfunded
Storm Drain Analysis (Mulberry, Mathew to Newcomb)		\$50,000									SRF
Storm Drain Construction			\$500,000								Storm Dr DF
Sewer Main Construction			\$700,000								SRF
Henderson to Monache Recycled Water			\$700,000								WRF
Henderson to Monache Water Main			\$700,000								WRF
Henderson to Monache - Pipe Porter Slough ditch			\$700,000								WRF
Westfield Avenue Master Plan Utilities											
Storm Drain Design & Construction	\$500,000										Storm Dr DF
Sewer Main Design & Construction	\$1,000,000										SRF
Recyled Water Design & Construction	\$700,000										WRF
Force Main Construction	\$500,000										SRF

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Westwood St. - Partial Reconstruction Project - Henderson Ave. to Westfield Including Porter Slough Crossing											
Environmental	\$100,000										Measure R Local
Design	\$400,000										Measure R Local
ROW Acquisition & Easements	\$300,000										Measure R Local
Construction		\$1,500,000									Unfunded
Construction of bridge		\$900,000									Unfunded
Westwood @ Westfield (signal)	\$45,875										TIF
City Share (Construction)		\$554,125									Unfunded
Construction		\$150,000									SRF
Construction		\$150,000									WRF
Construction		\$50,000									Storm Dr DF
Construction Management		\$250,000									Unfunded
Henry Street Improvements (Putnam to Cleveland, and Cleveland east to Sierra Vista)											
Design		\$150,000									Unfunded
6" Water main (Henry from Putnam to Thurman, and Cleveland from Henry to Sierra Vista) Includes PRV			\$100,000								WRF
6" Sewer main (Sierra Vista midblock to Putnam)			\$50,000								SRF
Street widening, CGS (Henry from Putnam to Cleveland, and Cleveland from Henry to Sierra Vista)			\$1,000,000								Unfunded
Hillcrest - Morton, north 1/2 mile						\$1,980,000					MI
Indiana Street - Culvert Extension and Sidewalk											
Design	\$75,000										Measure R Local
ROW Acquisition	\$20,000										Measure R Local
Construction		\$400,000									Measure R Local
Leggett Street											
Grand to Henderson Avenue						\$1,690,000					Unfunded
Morton to Putnam Avenue				\$2,000,000							Unfunded
Lime Street											
RR to Reid (Construction)							\$1,400,000				Unfunded
Lombardi Parkway											
Traffic Study	\$50,000										TIF
Main Street											
Downtown Reconstruction											
Phase IIA - Garden and Putnam Ave	\$1,457,645										SB1
Phase IIB - Olive and Garden Ave	\$145,742										SB1
Design (Intersection Art & Design)		\$100,000									Unfunded
Phase III - Intersection Improvements		\$300,000									Measure R Local
Left Turn Safety Project at North Grand/Reid	\$2,000,000										Measure R Reg
Main - Henderson to Linda Vista Widening incl. roundabout at North Grand/Reid w/Reid realignment							\$25,000,000				Unfunded
Montgomery Avenue Reconstruction Project - Jaye to "H"											
Construction	\$1,500,000										MI
Construction Management	\$150,000										MI

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Morton Avenue Rehabilitation/Reconstruction Project:											
Design	\$500,000										MI
Environmental	\$50,000										MI
D to Plano		\$1,750,000									Unfunded
Water line replacement		\$325,000									WRF
Sewer line replacement		\$250,000									SRF
Recycled Water line		\$325,000									WRF
Conley to D			\$1,600,000								Unfunded
Water line replacement			\$383,000								WRF
Sewer line replacement			\$294,000								SRF
Recycled Water line			\$383,000								WRF
Indiana to Conley				\$1,450,000							Unfunded
Water line replacement				\$346,000							WRF
Sewer line replacement				\$266,000							SRF
Recycled Water line				\$346,000							WRF
Prospect to Indiana					\$1,450,000						Unfunded
Water line replacement					\$346,000						WRF
Sewer line replacement					\$266,000						SRF
Recycled Water line					\$346,000						WRF
Mathew to Prospect						\$2,900,000					Unfunded
Water line replacement (Newcomb to Prospect)						\$350,000					WRF
Sewer line replacement (Newcomb to Prospect)						\$270,000					SRF
Recycled Water line						\$350,000					WRF
Westwood to Mathew		\$1,470,000									Unfunded
Lift Station #9 Upgrade and forced main		\$800,000									SRF
Recycled Water line		\$350,000									WRF
Mulberry - Lime/Williford Rehabilitation				\$1,000,000							Unfunded
Newcomb St Rehabilitation Project											
Newcomb - Porter Slough to Henderson		\$4,000,000									Unfunded
Newcomb - Henderson to North Grand				\$3,625,000							Unfunded
Newcomb - Henderson to Westfield - Pipe			\$1,000,000								WRF
Recycled Water Line			\$1,000,000								WRF
Newcomb - Lift Station No. 4 (W North Grand) Pump Upgrade			\$80,000								Sewer DF
Newcomb - Lift Station No. 3 (N of Mulberry) - Pump Upgrade			\$100,000								Sewer DF
Newcomb - Olive to Porter Slough Reconstruction Project											
Street Reconstruction				\$9,600,000							Unfunded
Street Surface Improvements (Olive to Henderson)	\$400,000										SB1
Construction Management				\$250,000							Unfunded
Concrete Improvements to Waukesha Street along Putnam and Tomah Avenues	\$880,000										MI
Water line replacement				\$800,000							WRF
Storm line installation				\$2,750,000							Storm Dr DF
Replace 30" Sewer line				\$2,000,000							SRF
Recycled Water line				\$1,400,000							WRF
Total	\$1,280,000										
Olive Avenue Gateway Improvements											
Design and Environmental	\$500,000										Measure R Reg
Rehabilitation between city limit and Westwood, incl new monument sign and landscaped medians			\$15,000,000								Measure R Reg
Olive Avenue Median Island Safety Project (Beverly to Maston)											
Design	\$75,000										Measure R Local
Construction	\$150,000										Measure R Local
Plano Street Rehabilitation Project											
Plano - Henderson to Mulberry						\$750,000					Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Prospect Street Rehabilitation Project											
Prospect - Olive to Morton Reconstruction						\$1,300,000					Unfunded
Property acquisition					\$500,000						Unfunded
Prospect - Olive to Morton Water line						\$225,000					Unfunded
Putnam Avenue Slough Crossing - East of Jaye Street at Putnam and Kessing, across from SVMC parking lot											
Construction of culvert and TBD					\$3,000,000						LTF
Putnam Avenue at Elderwood Curb/Gutter/Sidewalk for pedestrian connectivity to Westwood @ Thurman											
Property acquisition	\$150,000										Measure R AT
Design	\$80,000										Measure R AT
Environmental	\$80,000										Measure R AT
Construction	\$494,000										ATP
	\$300,000										Measure R AT
Reid Realignment											
Design & Environmental	\$300,000										Measure R Reg
Acquisition	\$600,000										Measure R Reg
Construction		\$5,000,000									Measure R Reg
SR 65 Corridor Improvements											
SR 65 Frontage Road - West North Grand to Linda Vista								\$1,000,000			Unfunded
SR 65 Frontage Road - Pioneer to West North Grand								\$750,000			Unfunded
SR 190 Corridor Improvements											
*Riverwalk Marketplace Commercial Center Mitigation Projects - Phase II											
SR 65 Interchange: Construct westbound auxillary lane from Jaye Street to SR65 onramp*											
Construction	\$3,300,000										Measure R Reg
Main Street Intersection Improvements: Construct intersection improvements at Main St off-ramp terminal*											
Construction	\$1,710,000										Measure R Reg
Newcomb Street Intersection: New SR 190 access @ Newcomb Street alignment. Construct single lane hybrid roundabout											
Design				\$2,000,000							Unfunded
Construction							\$25,300,000				Measure R Reg
Newcomb Street Rehabilitation: Teapot Dome to SR 190 (4 lanes)											
Design				\$500,000							Unfunded
Construction							\$6,800,000				Measure R Reg
Plano Street Intersection: Reconstruct Plano St/SR 190 Intersection to accommodate a dual lane roundabout with bypass lanes and bike/ped trail to east											
Design	\$1,518,000										CMAQ
Property Acquisition	\$1,118,000										CMAQ
Construction			\$5,750,000								CMAQ
Plano Street Intersection @ College Ave: Reconstruct intersection to accommodate a single lane roundabout											
Design	\$1,518,000										CMAQ
Property Acquisition	\$1,118,000										CMAQ
Construction			\$5,750,000								CMAQ
Westwood Street Intersection: Construct single lane hybrid roundabout @ Westwood Street											
Construction	\$3,700,000										Measure R Reg
Westwood St. Rehabilitation: Worth to SR 190											
Design			\$500,000								Unfunded
Environmental & ROW acquisition			\$500,000								Measure R Reg
Construction				\$1,900,000							Measure R Reg
Conversion to Expressway btwn Westwood and SR 65											
Design				\$1,000,000							Unfunded
Construction							\$8,700,000				Measure R Reg

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Frontage Streets and local connectivity between Westwood and SR 65											
Prospect St - Poplar to Worth Avenue, incl. Poplar Ditch crossing											
Design				\$350,000							Measure R Reg
Environmental & ROW acquisition				\$500,000							Measure R Reg
Construction					\$1,250,000						Measure R Reg
Worth Avenue - Prospect to Newcomb											
Design					\$350,000						Measure R Reg
Environmental & ROW acquisition					\$500,000						Measure R Reg
Construction						\$1,400,000					Measure R Reg
Worth Avenue - Newcomb to Westwood											
Design							\$500,000				Measure R Reg
Environmental & ROW acquisition							\$750,000				Measure R Reg
Construction								\$2,650,000			Measure R Reg
Total	\$13,982,000	\$0	\$12,500,000	\$6,250,000	\$2,100,000	\$1,400,000	\$42,050,000	\$2,650,000	\$0		
Scranton Avenue - SR 65 to Westwood (2 lanes)											
								\$5,300,000			Unfunded
Scranton/Westwood/West/Worth Realignment to accommodate Airport Runway Shift											
Environmental & Design	\$900,000										Measure R Reg
Land Acquisition	\$500,000	\$900,000									Measure R Reg
Construction		\$12,000,000									Measure R Reg
Teapot Dome Airport Gateway Reconstruction Project											
Environmental & Design			\$1,000,000								Measure R Reg
Land Acquisition				\$1,000,000							Measure R Reg
Teapot Dome - West St to SR 65							\$6,560,000				Measure R Reg
West Roundabout							\$3,000,000				Measure R Reg
Newcomb Roundabout							\$3,000,000				Measure R Reg
Tule River Tribe Complete Streets and Two Pedestrian Bridges Project											
PA&ED	\$178,000										ATP
PS&ED		\$408,000									ATP
R/W		\$350,000									ATP
Construction			\$6,284,000								ATP
Union Avenue Reconstruction Indiana Street to Jaye Street											
Design	\$90,967										MI
ROW Acquisition	\$750,000										MI
Utility Relocation		\$300,000									Unfunded
Construction		\$1,500,000									Unfunded
Cottage Street and Union Ave. Meter Project		\$100,000									WRF
Construction Management		\$225,000									Unfunded
Vandalia Median Island Project (Jaye St.)	\$100,000										Measure R Local
Villa Olive to Henderson - Reconstruction (including Porter Slough Crossing)											
Utility Relocation	\$100,000										MI
Water line replacement - Construction	\$2,259,270										WRF
Construction Management - Water	\$205,388										WRF
Sewer line replacement - Construction	\$326,071										SRF
Construction Management - Sewer	\$29,643										SRF
Storm line installation - Construction	\$780,882										SRF
Construction Management - Storm	\$70,989										SRF
Recycled Water line - Construction	\$1,448,733										WRF
Construction Management - Recycled	\$131,703										WRF
Street Reconstruction - Construction	\$2,900,046										MI
	\$1,300,000										SB1
	\$2,081,767										Measure R Local
Construction Management - Street	\$571,074										MI
Slough Crossing - Construction	\$850,000										MI
Construction Management - Slough	\$127,500										MI
Total	\$13,183,066										

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Villa from Westfield to 650" South - Construction											
Environmental		\$75,000									MI
Design		\$130,000									MI
ROW Acquisition & Easements		\$350,000									MI
Water line			\$250,000								WRF
Sewer line			\$250,000								SRF
Storm line			\$250,000								SRF
Recycled Water line			\$250,000								WRF
Construction			\$1,000,000								MI
Construction Management			\$100,000								MI
Total	\$0	\$555,000	\$2,100,000								
BRIDGES AND STREETS FY 24/25 TOTAL \$57,490,438											

Street Projects
Storm Drain Projects
Sewer Projects
Water Projects

SUMMARY OF BRIDGES AND STREETS FUNDING			
Active Transportation Program (ATP)	\$672,000	Road Repair & Accountability Act Funds (SB1)	\$5,159,553
Certificate of Participation (COP)	\$0	Sewer Bond Refinance (Sewer Bond Refi)	\$0
Congestion Mitigation and Air Quality (CMAQ)	\$5,272,000	Sewer Developer Fees (Sewer DF)	\$0
General Fund (GF)	\$0	Sewer Revolving Fund (SRF)	\$3,417,585
General Fund Carryover (GF CO)	\$0	Solid Waste Reserve (SW Reserve)	\$60,000
Highway Bridge Program (HBP)	\$0	Special Gas Tax (SGT)	\$75,000
Highway Safety Improvement Program (HSIP)	\$0	Storm Drain - Developer Fees (Storm Dr DF)	\$500,000
Local Transportation Funds (LTF)	\$0		
Measure I (MI)	\$11,641,564	Surface Transportation Program (STP)	\$1,970,000
Measure R - Alternative Transportation (Measure R AT)	\$885,000	SWRCB Loan/Grant (SWRCB)	\$0
Measure R - Local (Measure R Local)	\$7,376,767	Water - Developer Fees (Water DF)	\$0
Measure R - Regional (Measure R Reg)	\$14,310,000	Water Replacement Fund (WRF)	\$6,055,094
Traffic Impact Fees (TIF)	\$95,875	Unfunded	\$0
Total			\$57,490,438

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Upgrade of signals to ITS Technology	\$150,000	\$154,875	\$159,908	\$165,105	\$170,471	\$176,012	\$181,732	\$187,638	\$193,737	\$200,033	SGT
Synchronization of signals			\$100,000								SGT
Traffic Management Center			\$1,000,000								SGT
Traffic Safety Evaluations	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	STP
Sign & Signal - Upgrade	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	SGT
HAWK Crossings											
Morton @ Santa Fe Byway		\$506,333									ATP
		\$93,667									Measure R - AT
Olive Ave @ Santa Fe Byway		\$506,333									ATP
		\$93,667									Measure R - AT
Plano @ Chase (HAWK)		\$506,333									ATP
		\$93,667									Measure R - AT
Rapid Flashing Beacons - Pedestrian Crossings											
Elderwood @ BMS, incl. curb ramps	\$80,000										Measure R - AT
Mulberry and Verdugo, incl. curb ramps	\$80,000										Measure R - AT
Mulberry and Belmont, incl. curb ramps	\$80,000										Measure R - AT
Orange and G, incl. curb ramps	\$80,000										Measure R - AT
Pioneer and Milo	\$40,000										Measure R - AT
Putnam @ W Putnam School, incl. curb ramps	\$80,000										Measure R - AT
Westfield and Linda Way, incl. curb ramps	\$80,000										Measure R - AT
Westfield and Villa	\$40,000										Measure R - AT
Lighted Crosswalks - Collector & Arterial											
Morton @ El Granito St		\$150,000									Measure R - AT
Morton @ Kessing St		\$150,000									Measure R - AT
Morton @ Roche St		\$150,000									Measure R - AT
North Grand @ Prospect St	\$150,000										Measure R - AT
Henderson @ Plano					\$1,000,000						Unfunded
Henderson @ Second				\$1,000,000							Unfunded
Mathew @ Morton		\$1,000,000									Unfunded
Newcomb @ Mulberry											
Design	\$150,000										Measure R Local
Construction	\$800,000										Measure R Local
Newcomb @ N. Grand					\$1,000,000						Unfunded
Olive @ Prospect					\$1,000,000						Unfunded
Porter Road @ Olive Avenue											
Design		\$175,000									Measure R Local
Construction		\$140,000									Measure R Local
		\$660,000									HSIP

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Prospect @ Bel Air								\$1,000,000			Unfunded
Prospect @ North Grand				\$1,000,000							Unfunded
Prospect @ Pioneer				\$1,000,000							Unfunded
Putnam @ Crestview					\$1,000,000						Unfunded
Putnam @ Leggett			\$1,000,000								Unfunded
Westfield @ Indiana			\$1,000,000								Unfunded
Westfield @ Lombardi		\$1,000,000									Unfunded
Westfield @ Mathew - Burton Traffic Mitigation		\$45,875									TIF
City Share (Design, ROW & Environmental)		\$954,125									Unfunded
SIGNALS FY 24/25 TOTAL \$1,985,000											

SUMMARY OF SIGNAL FUNDING	
Local Transportation Funds (LTF)	\$0
Special Gas Tax (SGT)	\$300,000
Highway Safety Improvement Program (HSIP)	\$0
Measure R - Alternative Transportation (Measure R -	\$710,000
Measure R - Local (Measure R Local)	\$950,000
Surface Transportation Program (STP)	\$25,000
Traffic Impact Fees (TIF)	\$0
Unfunded	\$0
Total	\$1,985,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER PROGRAMS:											
Rehabilitate Wells	\$150,000										WRF
Electrical Upgrades for water facilities	\$150,000	\$250,000									WRF
Downtown Pipe Replacement Program		\$300,000	\$300,000	\$300,000	\$300,000						WRF
Water Capacity Program											
Well No. 36 - Site TBD			\$4,300,000								Water DF
Well No. 37 - Includes Piping (Tule River)	\$3,491,693										COP
Well No. 38 - Site TBD					\$3,500,000						Unfunded
Sustainable Groundwater Management Act (SGMA) Compliance											
Eastern Tule GSA/Tule Sub-basin coordination agreement and on-going administration	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	WRF
Eastern Tule GSA/JPA local governance	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	WRF
Alternative water capacity sources	\$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	\$1,500,000	WRF
Construction of monitoring wells	\$500,000	\$500,000	\$500,000								WRF
Monitoring Well Water Quality Testing	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	WRF
SGMA RECHARGE PROGRAM											
North recharge basin and infrastructure improvements - NW of FKC, W of Westwood											
Construction and Construction Management	\$1,692,000										WRF
DR #23 (Center Basin) dual-recharge basin and infrastructure improvements - Hager Pit											
Construction	\$451,823										WRF
DR #28 (S Jaye St) dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$135,000										WRF
Construction	\$1,500,000										WRF
Tule River/Jaye Street dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$175,000										WRF
Construction		\$1,000,000									WRF
Rails to Trails/Vandalia ID recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design			\$100,000								WRF
Construction			\$500,000								WRF
Heritage Center Drainage Reservoir #58											
Environmental Review & Engineering/Design		\$125,000									WRF
Construction			\$300,000								WRF
Drainage Basin #30 - Airport System											
	\$100,000										COP
Stormwater Capture & Recharge (Land acquisition and construction)											
	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	WRF
Total	\$6,978,823										

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
TERTIARY TREATMENT											
Tertiary Treatment - Corporation Yard											
CEQA	\$300,000										COP
Design	\$1,000,000										COP
Construction Phase I				\$60,000,000							Unfunded
Construction Phase II					\$60,000,000						Unfunded
Total	\$1,300,000										
Tertiary Treatment - Satellite Plant (PADA)											
Facility Improvements		\$100,000									WRF
EAST PORTERVILLE WATER INFRASTRUCTURE											
Phase 2 Improvements											
East Porterville Booster Pump 1 & 2 Upgrade											
Property Acquisition	\$100,000										WRF
Design	\$450,000										WRF
Construction		\$1,900,000									WRF
Well No. 34 - Equipping and Construction	\$3,000,000										SWRCB
Hillcrest Water Main Replacement - EP 3MG Reservoir to Morton Avenue (18" main)											
Design & Environmental	\$150,000										WRF
Construction		\$800,000									WRF
Hillcrest Water Main Replacement - Morton to Olive Avenue (18" main)											
Design & Environmental	\$150,000										WRF
Construction		\$1,000,000									WRF
Generator - 100kW					\$125,000						WRF
Generator - 200kW					\$125,000						WRF
Generator - 400kW					\$270,000						WRF
Martin Hill 3MG Tank Booster Pump Upgrade (VFD)	\$350,000										WRF
Olive - D St. to E St. - Pipe			\$150,000								Water DF
Pioneer - Cross SR 65 - Casing		\$150,000									Water DF
Putnam Water Line Replacement											
Putnam - Plano to Fourth		\$86,000									WRF
Putnam - Plano to Henry		\$86,000									WRF
Putnam @ Henry - PRV		\$23,000									WRF
Storage Reservoir Rehabilitation Program											
East Porterville - 3MG Tank Cathodic Protection	\$90,000										WRF
Highland 305K Tank Cathodic Protection	\$80,000										WRF
Scenic Heights 3MG Tank Coating & Repair		\$1,200,000	\$2,000,000								WRF
Scenic Heights 3MG Tank Overflow	\$250,000										WRF
Airport 300K Water Tank Cathodic Protection	\$80,000										WRF
Success Reservoir Enlargement Project (City Share)											
Interagency Coordination, Environmental, ROW Acquisition, and Design	\$175,000	\$175,000	\$175,000								WRF
Radio Read Water Meter Replacement Program											
Citywide meter replacement	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	WRF
Water Meter Fixed Network Data Collector	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	WRF
River Clean-Up	\$150,000	\$150,000	\$150,000								WRF
SCADA (Supervisory Control And Data Acquisition) System											
Initiation	\$500,000										ARPA
Retrofit	\$800,000	\$500,000	\$500,000								WRF

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER MASTER PLAN COMPLIANCE AND REIMBURSEMENT PROGRAM:											
Master Plan Payback	\$413,000	\$426,423	\$440,281	\$454,590	\$469,365	\$484,619	\$500,369	\$516,631	\$533,422	\$550,758	Water DF
STUDIES:											
Master Plan Update - Water	\$40,000						\$500,000	\$500,000	\$500,000		Water DF
Urban Water Management Plan - 2025 Update	\$40,000	\$40,000									WRF
Integrated Regional Water Management Plan and Implementation	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	WRF
Tule River/Porter Slough - Clean Up	\$37,312	\$38,525	\$39,777	\$41,069	\$42,404	\$43,782	\$45,205	\$46,674	\$48,191	\$49,758	WRF
Tule River - JPA Administration	\$15,991	\$16,511	\$17,047	\$17,601	\$18,173	\$18,764	\$19,374	\$20,004	\$20,654	\$21,325	WRF
WATER INFRASTRUCTURE FY 24/25 TOTAL	\$19,186,819										

SUMMARY OF WATER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Water - Developer Fees (Water DF)	\$453,000
Department of Water Resources (DWR)	\$0	Water Replacement Fund (WRF)	\$10,342,126
SWRCB Loan/Grant (SWRCB)	\$3,000,000	Wastewater Treatment Facility Reserve (WWTFR)	\$0
Equipment Replacement Funds (ERF)	\$0	Certificates of Participation (COP)	\$4,891,693
American Rescue Plan Act (ARPA)	\$500,000		
Storm Drain Developer Fees (Storm Dr DF)	\$0	Unfunded	\$0
Total			\$19,186,819

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - SEWER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL SEWER PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$333,507	\$344,346	\$356,000	\$368,000	\$380,000	\$393,000	\$406,000	\$420,000	\$434,000	\$449,000	Sewer DF
STUDIES:											
Master Plan Update - Sewer							\$125,000	\$125,000	\$125,000		Sewer DF
SEWER REPLACEMENT PROGRAM:											
Phase III - Putnam/RR to Plano				\$215,000							SRF
Phase IV - Baker/Murry					\$100,000						SRF
Phase V - Murry/Harrison to Putnam						\$250,000					SRF
Phase VI - Roche/Alley/Henrahan							\$175,000				SRF
Annexation Sewer Projects											
Annexation 480 - Chelsea Rose Area North Grand (W of Newcomb)/Rose/Baker			\$655,000								Unfunded
Miscellaneous City Areas			\$1,470,000								Unfunded
Total Annexation Sewer Projects	\$0										
Lift Station Upgrade	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	SRF
SEWER INFRASTRUCTURE FY 24/25 TOTAL	\$433,507										

SUMMARY OF SEWER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Sewer Developer Fees (Sewer DF)	\$333,507
Measure I (MI)	\$0	Sewer Revolving Fund (SRF)	\$100,000
Sewer Bond Refinance (Sewer Bond Refi)	\$0	Unfunded	\$0
Total			\$433,507

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - STORM DRAIN INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STORM DRAIN PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$149,000	\$154,000	\$154,000	\$160,000	\$166,000	\$172,000	\$178,000	\$184,000	\$190,000	\$197,000	Storm Dr DF
STUDIES:											
Master Plan Update - Storm Drain							\$125,000	\$125,000	\$125,000		Storm Dr DF
MUNICIPAL STORM SEWER SEPARATE SYSTEM (MS4) PROJECTS:											
Permit Fee	\$30,975	\$31,982	\$33,021	\$34,094	\$35,202	\$36,346	\$37,528	\$38,747	\$40,007	\$41,307	SRF
Compliance Program	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	SRF
Discharge Improvements	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	SRF
DRAINAGE RESERVOIR PROJECTS:											
Drainage Reservoir No. 14 Expansion - (east of Plano St., north of Grand Ave & Leggett St)											
Design, Environmental & Land Acquisition			\$60,000								Storm Dr DF
Construction			\$100,000								Storm Dr DF
Drainage Reservoir No. 15 (Master Plan Facility Villa Street, Westfield Ave)											
Acquisition & Environmental							\$100,000				Storm Dr DF
Drainage Reservoir No. 18 (Master Plan Facility SW Cor. SR 65 & W. North Grand)											
Construction	\$500,000										Storm Dr DF
Drainage Reservoir No. 47 (Master Plan Facility Hillcrest Street, north of Henderson Avenue - Canyon Springs)											
Acquisition					\$94,000						Storm Dr DF
Construction & Reimbursement								\$700,000			Unfunded
Drainage Reservoir No. 49 (Master Plan Facility - Red Hawk Estates)											
Acquisition					\$250,000						Storm Dr DF
Construction & Reimbursement								\$458,000			Unfunded
Floodplain Management		\$10,000			\$10,000			\$10,000			Storm Dr DF
Mill Ave. - Hockett/"D"						\$80,000					Unfunded
North Grand Storm Drain SR 65 Crossing							\$338,531				Storm Dr DF
Outfall pipeline to SR 65 Pond No. 24 (N of Linda Vista)				\$751,660							Unfunded
Westfield Storm Drain - Main Street to SR65 (inc. Hayes Field)			\$1,800,000								SRF
Onsite Hayes Field	\$175,000										SRF
Mulberry Storm Drain	\$800,000										SRF
Zalud Park Storm Dr. Upgrade (pipeline work)		\$175,838									Storm Dr DF
Zalud Park Storm Dr. Pump Upgrade		\$60,000									Storm Dr DF
STORM DRAIN INFRASTRUCTURE FY 24/25 TOTAL \$1,904,975											

SUMMARY OF STORM DRAIN INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Storm Drain - Developer Fees (Storm Dr DF)	\$649,000
Measure I (MI)	\$0	Unfunded	\$0
Sewer Revolving Fund (SRF)	\$1,255,975		
Total			\$1,904,975

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WWTF											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Biosolids Hauling	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	WWTFR
Blower Parts and Controls Replacement	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	WWTFR
Clarifier Center Drive Replacement	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	WWTFR
Contracted Services - Compliance & Operation Oversight	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	WWTFR
De-nitrification Project	\$1,000,000										WWTFR
		\$30,000,000	\$30,000,000								Unfunded
Digester #1 and #4 Repairs											
Design	\$325,000										WWTFR
Construction (inc. #4 control replacement)	\$1,700,000										WWTFR
Digester Cleaning/Coating/Equipment Replacement	\$113,575	\$117,266	\$121,077	\$125,012	\$129,075	\$133,270	\$137,601	\$142,074	\$146,691	\$151,458	WWTFR
Effluent Outfall Pump Maintenance	\$120,000			\$600,000							WWTFR
Emergency Generator for WWTF (200kW)	\$185,000										WWTFR
Headworks Grinder Replacement	\$400,000										WWTFR
Manhole 10A Inspection/Repair	\$100,000										WWTFR
Odor Control Project - Phase 2											
Design			\$250,000								WWTFR
Construction				\$1,750,000							Unfunded
Office Building Replacement											
Design	\$200,000										WWTFR
Construction		\$2,000,000									WWTFR
Total	\$200,000										
Plant #2 Evaluation & Repairs											
Evaluation	\$25,000										WWTFR
Design	\$125,000										WWTFR
Construction		\$400,000									Unfunded
Total	\$150,000										
Plant #1 Evaluation & Repairs											
Evaluation	\$25,000										WWTFR
Design incl re-asphalt	\$125,000										WWTFR
Construction incl asphalt repairs		\$600,000									Unfunded
Total	\$150,000										
Reclamation Area Pipeline Installation	\$150,000	\$150,000									WWTFR
Safe Drinking Water Supply Deliveries	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	WWTFR
SCADA Upgrade	\$300,000										WWTFR
Screw Press/Daft Repairs	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	WWTFR
Septic Station Retrofit	\$70,000										WWTFR
Sludge/Grit Staging Area											
Design	\$150,000										WWTFR
Construction		\$150,000									WWTFR
Sludge Line - Westwood Bridge over Tule River	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	WWTFR
Sludge Transfer Pump Replacement	\$300,000										WWTFR

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PUBLIC WORKS - WWTF											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Treatment Water Filling Station	\$150,000										WWTFR
WAS/RAS Pump Replacement	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	WWTFR
WWTF FY 24/25 TOTAL \$7,223,575											

SUMMARY OF WASTEWATER TREATMENT FUNDING	
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$7,223,575
Unfunded	\$0
Total	\$7,223,575

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

COMMUNITY DEVELOPMENT											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
PLANS & STUDIES											
Active Transportation Plan	\$225,000										Measure R - AT
Update Circulation Element, incl fee structure, State mandated amendments, etc.	\$225,000										Measure R Local
Comprehensive General Plan Update incl CEQA				\$1,000,000							Unfunded
Development Ordinance Update (inc. Hillside Development)	\$19,158										GF
Five year Consolidated Plan	\$150,000										GF
General Plan: Safety Element and Environmental Justice Element	\$59,048										GF
Industrial Annexations incl Environmental			\$175,000								Unfunded
COMMUNITY DEVELOPMENT FY 24/25 TOTAL		\$678,206									

SUMMARY OF COMMUNITY DEVELOPMENT FUNDING	
General Fund (GF)	\$228,206
Local Transportation Funds (LTF)	\$0
Measure R - Alternative Transportation (Measure R - AT)	\$225,000
Measure R - Local (Measure R Local)	\$225,000
REAP Grant (REAP)	\$0
Tulare Council of Associated Governments Grant (TCAG)	\$0
Unfunded	\$0
Total	\$678,206

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PARKS AND LEISURE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
City Hall Improvements											
City Hall Painting & Rehab (Inside)			\$50,000								GFRDM
City Hall Exterior Doors			\$12,000								Unfunded
City Hall Roof Replacement	\$700,000										GFRDM
City Hall HVAC/Solar/Energy Efficiency		\$5,000,000									Unfunded
City Hall HVAC Upgrade		\$98,000									Unfunded
City Facilities ADA Improvements											
ADA Improvements to City Hall	\$350,000										RM
ADA Transition Plan											
Facility Improvements	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	GFRDM
ADA Playground Wood Fiber - Various Parks		\$25,000		\$25,000		\$25,000		\$25,000		\$25,000	GFRDM
Butterfield Corridor Improvements - West North Grand to Yates											
Construction	\$7,100,000										ATP
	\$7,900,000										Measure R - AT
Parking Lot @ Henderson Ave.	\$1,000,000										Measure R - AT
Storm Drain - Zalud Park to Westfield	\$600,000										Storm Dr DF
Water Line (Henderson to North Grand)	\$600,000										WRF
Recycled Water (Yates to North Grand)	\$4,000,000										WRF
Butterfield Corridor Improvements - Tule River Bridge											
Design and Environmental	\$750,000										Measure R - AT
Construction			\$5,000,000								Measure R - AT
Butterfield Corridor Improvements - West North Grand to Strathmore											
Design and Environmental				\$500,000							Measure R - AT
Construction					\$8,000,000						Unfunded
Butterfield Corridor Improvements - Yates to Teapot Dome											
Design and Environmental				\$250,000							Measure R - AT
Construction					\$4,000,000						Unfunded
Centennial Park Improvements											
PA System			\$50,000								Unfunded
Downtown Holiday Décor		\$15,000									Unfunded
Downtown Banners	\$5,000										GF
Community Center/Park (4th St)											
Design	\$1,368,000										Prop 68
Construction	\$6,432,000										Prop 68
	\$4,057,850										ARPA
	\$900,000										Measure R - AT
		\$4,725,000	\$2,517,150								MI
Community Sports Lighting											
Hayes Field Lights	\$555,000										ARPA
	\$196,055										GFRCI
Sports Complex	\$61,821										CEQA Mitigation
Golf Course Improvements											
Perimeter Netting - Leggett Street			\$215,000								Unfunded
Perimeter Netting - Park Drive				\$170,000							Unfunded
Driving Range Poles/Netting	\$300,000										ARPA
Library - New Facility											
Design and Construction Support	\$746,000										CSLG
	\$2,462,000										Insurance
Construction		\$6,454,000									CSLG
		\$16,770,000									Unfunded
		\$8,000,000									Insurance

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PARKS AND LEISURE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Multi-Sport Field Improvements (Santa Fe Sportsplex)											
Design	\$18,000										CDBG
Interim Multi-use Fields	\$1,737,654										CDBG
Restroom Facilities & Storage	\$300,000										Measure R - AT
Murry Park											
Murry Park Pond Embankment Stabilization		\$90,000									Unfunded
Murry Park Pool											
Diving Board	\$24,000										GFRDM
Interior & Exterior Lighting Project	\$75,000										GFRDM
Gutter Replacement	\$125,000										GFRDM
Replaster	\$165,000										GFRDM
Tiles	\$250,000										GFRDM
Restroom Renovation	\$100,000										GFRDM
Restroom Roof	\$125,000										GFCRI
Snackbar Roof	\$60,000										GFRDM
Navigation Center Expansion	\$2,000,000										ARPA
OHV Park											
Design	\$500,000										OHV
Construction		\$500,000									OHV
		\$1,800,000									Unfunded
Putnam Property Improvements (Henry St. Park)											
Design											
Pond and Amenities		\$25,000									Insurance
Park and Amenities (Restrooms)		\$50,000									Insurance
Construction											
Restrooms		\$137,000									Insurance
			\$113,000								Unfunded
Park Amenities and Landscaping			\$125,000								Unfunded
Parking lot				\$750,000							Unfunded
Total	\$0										
Santa Fe Byway Improvements											
Construction	\$2,919,402										Clean CA
	\$2,170,887										Measure R - AT
Skate Board Park											
Fence Replacement		\$40,000									Unfunded
Lighting	\$30,000										Measure R - AT
Sports Complex Improvements											
Removal from FAA jurisdiction		\$250,000									Unfunded
Sports Complex New Parking Lot					\$1,750,000						Unfunded
Sports Complex Pavilion			\$85,000								Unfunded
Perimeter Fencing		\$20,000									Unfunded
Lighted Trail				\$2,060,000							Unfunded
Sports Complex Restroom/Concession/Storage			\$450,000								Unfunded
Baseball Field											
Design	\$167,150										ARPA
Construction		\$832,850									Unfunded
		\$650,000									Unfunded
Stout Building Improvements											
ADA Improvements - Stout Building			\$100,000								Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

PARKS AND LEISURE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Tule River Parkway Improvements Lighting and Amenities (Phases I-II)											
Design/Environmental		\$120,000									Unfunded
Construction			\$1,500,000								Unfunded
Tule River Parkway Phase III											
Construction - (Total cost \$3,544,064)	\$1,733,750										CMAQ
Construction - City Match	\$1,056,642										Measure R - AT
Construction Management (\$253,672)	\$91,250										CMAQ
Construction Management - City Match	\$162,422										Measure R - AT
Tule River bank stabilization repairs	\$500,000										Measure R - AT
Tule River Parkway Phase IV (SR 65 to Westwood)											
Acquisition			\$800,000								Measure R - AT
Design/Environmental			\$165,000								Measure R - AT
Construction				\$2,071,916							Measure R - AT
Veteran's Park Trail - Phase II: Paving and Lighting (South half of trail loop, including slough crossings, and connection to trail by Helicopter Monument)											
Construction	\$1,800,000										Measure R - AT
Total	\$1,800,000										
Veteran's Park Trail Amenities (Restrooms, playground, Slough Crossing, Parking Lot on south side, east of pavilion)											
Design/Environmental	\$150,000										Measure R - AT
Construction		\$2,000,000									Measure R - AT
Playground		\$275,000									GFRCI
Total	\$150,000	\$2,275,000									
PARKS FY 24/25 TOTAL \$56,444,883											

SUMMARY OF PARKS FUNDING			
Active Transportation Program Grant (ATP)	\$7,100,000	GF Donations	\$0
American Rescue Plan Act (ARPA)	\$7,080,000	Local Transportation Funds (LTF)	\$0
Cal State Library Grant (CSLG)	\$746,000	Measure I (MI)	\$0
CEQA Mitigation (CEQA Mitigation)	\$61,821	Measure R - Alternative Transportation (Measure R - AT)	\$16,719,951
Clean California (Clean CA)	\$2,919,402	OHV Grant (OHV)	\$500,000
Community Development Block Grant (CDBG)	\$1,755,654	Proposition 68 (Prop 68)	\$7,800,000
Congestion Mitigation Air Quality Funds (CMAQ)	\$1,825,000	Risk Management (RM)	\$350,000
General Fund (GF)	\$5,000	Insurance Proceeds	\$2,462,000
General Fund Reserve Capital Improvements (GFRCI)	\$321,055	Storm Drain - Developer Fees (Storm Dr DF)	\$600,000
General Fund Reserve Deferred Maintenance (GFRDM)	\$1,599,000	Water Replacement Fund (WRF)	\$4,600,000
		Unfunded	\$0
Total			\$56,444,883

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

POLICE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Animal Shelter Building Improvements											
Equipment	\$160,000										GF Donations
TOTAL	\$160,000										
Generator Replacement @ D St Station, incl. new electric panel, foundation, & appurtenant components		\$100,000									ERF
		\$140,000									Unfunded
Emergency Response Vehicle Preemption Retrofit			\$300,000								Unfunded
Radio Encryption			\$450,000								Unfunded
PD Training Facility											
Rifle Range Improvements		\$100,000									Unfunded
POLICE FY 24/25 TOTAL \$160,000											

SUMMARY OF POLICE FUNDING	
American Rescue Plan Act (ARPA)	\$0
Asset Forfeitures (AF)	\$0
Building Construction Fund (BCF)	\$0
Equipment Replacement Fund (ERF)	\$0
General Fund (GF)	\$0
General Fund Donations (GF Donations)	\$160,000
Land Sale Revenue (Land Sale)	\$0
Local Transportation Funds (LTF)	\$0
Surface Transportation Program (STP)	\$0
Measure H (MH)	\$0
Measure I (MI)	\$0
Measure R - Alternative Transportation (Measure R AT)	\$0
Unfunded	\$0
Total	\$160,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

FIRE											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Fire Station Remodels											
Design	\$363,454										MI
Fire Station #71											
Construction		\$4,500,000									MI
Bauer Airfill Station			\$80,000								MI
Fire Station #72											
Construction			\$4,500,000								MI
Training Facility											
Prop Enhancements	\$2,000,000										MI
Asphalt Rehab			\$500,000								MI
Fire Station #73 (PSB)											
Construction			\$2,500,000								MH
Fire Station #74											
Property Acquisition		\$2,000,000									Unfunded
Design			\$1,000,000								Unfunded
Construction				\$10,000,000							Unfunded
Public Safety Headquarters/EOC											
Design	\$1,250,000										OES
Construction		\$8,750,000									OES
		\$11,250,000									MI
Engine Replacement 2194	\$270,000										MI
FS#74 Type 1 Engine	\$270,000										MI
Ladder Truck 71	\$456,000										MI
Emergency Response Vehicle Preemption Retrofit	\$65,000										MH
FIRE FY 24/25 TOTAL \$4,674,454											

SUMMARY OF FIRE FUNDING	
Cal OES Grant (OES)	\$1,250,000
General Fund (GF)	\$0
General Fund Reserve Capital Improvements (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$0
Equipment Replacement Fund (ERF)	\$0
Measure H Equipment Replacement (ERF(H))	\$0
Measure H (MH)	\$65,000
Measure I (MI)	\$3,359,454
American Rescue Plan Act (ARPA)	\$0
Assistance for Firefighters Grant (AFG)	\$0
Homeland Security Grant (HSG)	\$0
Unfunded	\$0
Total	\$4,674,454

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

AIRPORT											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Runway 12-30 Improvements											
Phase 1 - Relocate Perimeter Fence for Runway Shift											
	\$765,000										FAA/AIP Grant
	\$38,250										CA Div of Aero
	\$46,750										AOF
Total	\$850,000	\$0									
Phase 2 - Runway Shift											
Design		\$720,000									FAA/AIP Grant
		\$36,000									CA Div of Aero
		\$44,000									AOF
Construction			\$3,600,000	\$3,600,000							FAA/AIP Grant
				\$150,000							CA Div of Aero
			\$400,000	\$250,000							AOF
Total	\$0	\$800,000	\$4,000,000	\$4,000,000							
Rehabilitate Parallel and Connecting Taxiways											
Construction	\$1,409,312										FAA/AIP Grant
	\$150,000										CA Div of Aero
	\$540,000										AOF
Total	\$2,099,312										
Taxilane Rehabilitation											
Design & Construction					\$900,000						FAA/AIP Grant
					\$45,000						CA Div of Aero
					\$55,000						AOF
Total	\$0				\$1,000,000						
Restaurant Improvements											
Restroom Hazardous Material Abatement	\$100,000										AOF
Restaurant - Restroom Update and painting of interior and exterior	\$100,000										AOF
AIRPORT FY 24/25 TOTAL \$3,149,312											

SUMMARY OF AIRPORT FUNDING			
Airport Operating Fund (AOF)	\$786,750	Measure R (MR)	\$0
CA Division of Aeronautics (CA Div of Aero)	\$188,250	Rebuilding American Infrastructure w/Sustainability and Equity Grant (RAISE)	\$0
FAA/AIP Grant	\$2,174,312	Storm Drain - Developer Fees	\$0
Equipment Replacement Fund (ERF)	\$0	Unfunded	\$0
Total			\$3,149,312

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

TRANSIT											FUNDING FISCAL YEAR 24/25
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ZERO EMISSION VEHICLE PROGRAM											
Paratransit and Microtransit Services											
Purchase Electric Vehicles				\$533,332					\$665,000		SB1
Fleet Replacement											
Purchase of Vehicles	\$690,000										FTA 5339
	\$173,000										LTF Transit
	\$2,100,000	\$2,800,000									FTA 5307
	\$525,000	\$700,000									LTF Transit
Total	\$3,488,000										
FACILITY MAINTENANCE PROGRAM											
New Bus Maintenance Facility											
Design	\$1,200,000										FTA 5307
	\$300,000										LTF Transit
Construction			\$10,000,000								SB125
											Unfunded
Total	\$1,500,000										
Prospect St Bus Maintenance Facility Improvements											
Fuel Management System	\$240,000										FTA 5307
	\$60,000										LTF Transit
Renewable Energy Infrastructure	\$800,000										FTA 5307
	\$200,000										LTF Transit
Security Improvements	\$260,000										FTA 5307
	\$65,000										LTF Transit
Total	\$1,625,000										
Transit Center											
Transit Center Improvements Exterior and Lobby	\$15,000										LTF Transit
	\$60,000										FTA 5307
Construction of the Expansion				\$520,000							Unfunded
				\$130,000							Unfunded
Total	\$75,000										
Battery Electric Vehicle (BEV) Master Plan											
Construction		\$400,000	\$400,000								FTA 5307
		\$100,000	\$100,000								LTF Transit
Electric Vehicle Charging Stations (Public access)		\$80,000		\$80,000		\$80,000		\$80,000			Air District
Transit Shelters	\$80,000				\$80,000						FTA 5307
	\$20,000				\$20,000						LTF Transit
Transit Signage at Transit Shelters	\$80,000										FTA 5307
	\$20,000										LTF Transit
Transit Signal Preemption	\$200,000	\$200,000		\$60,000		\$60,000		\$60,000			FTA 5307
	\$50,000	\$50,000		\$15,000		\$15,000		\$15,000			LTF Transit
Multi-modal Corridor Rail ROW Improvements	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	FTA 5307
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	LTF Transit
TRANSIT FY 24/25 TOTAL \$7,198,000											

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

TRANSIT											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25

SUMMARY OF TRANSIT FUNDING	
Air District	\$0
Air Resources Board (CARB)	\$0
Congestion Mitigation and Air Quality (CMAQ)	\$0
FTA 5307	\$5,050,000
FTA 5339	\$690,000
LTF Transit	\$1,458,000
Measure R - Transit	\$0
SB125	\$0
Unfunded	\$0
Total	\$7,198,000

CAPITAL IMPROVEMENTS STRATEGIES 2024/2025

MISCELLANEOUS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	24/25
American Rescue Plan Act COVID Technology Updates											
Field Services Campus Fiber Connection						\$100,000					Unfunded
Field Services Connection to City Hall						\$1,000,000					Unfunded
Public Safety Building connection to City Hall		\$500,000									Unfunded
Council Chambers Infrastructure	\$10,000										ARPA
Conference Rooms Equipment and Installation	\$30,000										ARPA
Blockhouse/IT Office Improvements		\$100,000									Unfunded
Corporation Yard Fuel Island	\$240,000										ERF
Digitization of Records & Records Management		\$20,000									GF
Permitting & Asset Management Software	\$125,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	GF
Refuse											
Transfer Station Concrete Pad (Green Waste)	\$250,000										SW Reserve
Transfer Station Cover	\$150,000										SW Reserve
Transfer Station Scales	\$300,000										SW Reserve
Entry "Welcome" Signs											
North SR 65	\$50,000										Measure R Reg
South SR 65	\$100,000										Measure R Reg
West Olive Avenue	\$10,000										Measure R Reg
Eastbound SR 190 @ Westwood	\$10,000										Measure R Reg
Westbound SR 190 @ Plano	\$10,000										Measure R Reg
Website Update - Accessibility	\$10,000										RM
Weed Abatement - City Transportation Facilities		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	LTF
MISCELLANEOUS FY 24/25 TOTAL \$1,295,000											

SUMMARY OF MISCELLANEOUS FUNDING	
General Fund (GF)	\$125,000
General Fund Reserve Capital Improvement (GFRCI)	\$0
General Fund Reserve Deferred Maintenance (GFRDM)	\$0
American Rescue Plan Act (ARPA)	\$40,000
Congestion Mitigation Air Quality (CMAQ)	\$0
Equipment Replacement Fund (ERF)	\$240,000
Local Transportation Funds (LTF)	\$0
Measure R - Regional (Measure R Reg)	\$180,000
Risk Management (RM)	\$10,000
Solid Waste Reserve (SW Reserve)	\$700,000
Unfunded	\$0
Total	\$1,295,000

ANNUAL BUDGET

Detail Reports



FY 2024/2025

General Fund

REVENUES

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
TAXES								
<u>PROPERTY TAXES</u>								
4001	Current Secured	3,217,220	3,286,432	3,553,436	3,650,000	1,968,209	3,724,892	3,750,000
4002	Current Unsecured	182,470	208,832	230,371	230,000	256,732	257,231	260,000
4003	Prior Secured/Unsecured	77,349	74,874	70,140	70,000	-	85,015	85,000
4005	ERAF - VLF Backfill	4,495,378	4,638,825	4,979,076	5,020,000	2,648,588	5,293,923	5,300,000
TOTAL PROPERTY TAXES		7,972,417	8,208,963	8,833,023	8,970,000	4,873,529	9,361,061	9,395,000
<u>OTHER TAXES</u>								
4011	Sales and Use Tax	7,445,539	8,164,145	8,452,098	8,390,000	2,709,741	8,151,785	8,301,435
4012	Utility Users Tax	4,251,538	4,784,200	5,726,829	5,700,000	2,558,711	5,377,031	5,250,000
4013	Transient Occupancy Tax	764,374	841,823	785,849	785,000	210,133	778,526	800,000
4014	Property Transfer Tax	111,485	189,671	104,249	100,000	35,728	96,457	100,000
4015	Franchises	658,835	740,636	833,303	840,000	44,291	857,220	860,000
4016	Municipal Franchises	1,001,134	1,001,134	1,001,134	1,001,134	500,572	1,001,134	1,001,134
4017	Sales Tax - Public Safety	289,986	441,963	421,769	400,000	170,910	401,112	400,000
4018	Payments in lieu of taxes	-	-	-	676,084	156,513	292,500	676,084
4401	Business Licenses tax	431,323	542,781	804,933	1,000,000	397,816	1,012,812	1,015,000
TOTAL OTHER TAXES		14,954,214	16,706,353	18,130,164	18,892,218	6,784,417	17,968,577	18,403,653
TOTAL TAXES		22,926,631	24,915,317	26,963,187	27,862,218	11,657,946	27,329,638	27,798,653
<u>LICENSES & PERMITS</u>								
4403	Building Permits	361,176	324,143	252,116	250,000	156,039	298,300	300,000
4404	Plumbing Permits	244,823	317,952	153,966	155,000	72,340	163,780	165,000
4405	Electrical Permits	196,193	265,681	257,590	250,000	85,883	181,613	200,000
4408	Animal Licenses	12,635	11,788	9,473	10,000	5,049	10,098	10,000
4409	Other Licenses and Permits	201	485	30,600	45,000	60,179	60,675	46,000
TOTAL LICENSES & PERMITS		815,028	920,048	703,745	710,000	379,490	714,466	721,000

**CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
REV. FROM OTHER AGENCIES								
<u>TAXES</u>								
4501	Vehicle License Fees in Excess	43,753	68,820	64,219	65,000	-	77,388	77,000
4502	Sales Tax - Measure R (Alt)	-	-	-	-	-	-	-
4504	Homeowners Property Tax Relief	22,863	21,716	20,838	21,000	-	20,838	21,000
	TOTAL TAXES	66,616	90,536	85,057	86,000	-	98,226	98,000
<u>FEES & GRANTS</u>								
4515	Grants - Miscellaneous	-	-	-	-	-	-	-
4516	State Grants	143,018	200,568	251,925	136,360	28,000	116,490	64,898
4517	Federal Grants	788,422	-	40,000	-	-	-	1,446,007
4518	State Reimbursements	62,574	81,447	72,512	40,000	16,825	73,172	70,000
	TOTAL FEES & GRANTS	994,014	282,015	364,437	176,360	44,825	189,662	1,580,905
	TOTAL REV. FROM OTHER AGENCIES	1,060,630	372,551	449,494	262,360	44,825	287,888	1,678,905
<u>USE OF MONEY & PROPERTY</u>								
4601	Interest on Investments	85,884	285,899	661,004	500,000	518,384	1,036,768	800,000
4604	Rent of Land	29,137	30,312	31,940	33,900	14,376	31,504	32,000
4607	Rent of Building	99,830	101,910	85,888	89,020	35,303	43,690	18,065
4609	Rent of Equipment	-	160	-	-	-	-	-
	TOTAL USE OF MONEY & PROPERTY	214,851	418,281	778,832	622,920	568,062	1,111,962	850,065
<u>FINES & FORFEITURES</u>								
4702	Parking Violations	13,930	20,865	13,499	13,500	1,373	5,988	10,000
4703	Vehicle Code Fines	3,158	2,682	2,459	2,500	1,191	2,338	2,500
4709	Other Fines	18,453	14,375	8,577	8,500	6,472	9,354	9,500
	TOTAL FINES & FORFEITURES	35,541	37,922	24,535	24,500	9,037	17,680	22,000

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
CHARGES FOR SERVICES								
<u>PLANNING & ENGINEERING</u>								
4801	Planning and Zoning Fees	69,386	26,806	42,054	40,000	18,145	38,984	40,000
4803	Engineering & Inspection Fees	100,368	101,639	74,842	75,000	27,377	69,487	75,000
4805	New Street Lighting	3,995	5,670	16,992	5,000	854	2,844	4,000
4806	New Fire Hydrants	6,128	6,451	2,480	3,000	1,267	2,534	3,000
4807	Street, Sidewalk and Curb	-	-	-	-	-	-	-
TOTAL PLANNING & ENGINEERING		179,877	140,566	136,368	123,000	47,642	113,849	122,000
<u>PUBLIC SAFETY</u>								
4810	Animal Control Services	15,565	20,591	20,665	20,000	8,855	17,710	10,000
4811	Police Services	90,249	122,258	165,987	170,000	44,010	167,589	170,000
4811.3	Fingerprinting Fees	30	6,210	17,612	15,000	12,446	21,551	20,000
4811.5	Vehicle Storage	73,240	40,386	57,307	50,000	28,116	56,766	57,000
4812	Police Cost Recoveries	19,781	153,530	214,263	220,000	144,256	214,256	289,500
4813	Police Records - Services	23,455	28,150	31,249	30,000	16,096	32,192	32,000
4815	Fire Services	6,425	6,410	6,905	6,500	30	6,872	7,000
4816	Weed Abatement Reimbursement	(108,058)	89,721	50,929	10,000	8,495	16,991	10,000
4818	Code Enforcement Fees	99,925	111,241	93,970	50,000	125,957	140,324	100,000
TOTAL PUBLIC SAFETY		220,612	578,496	658,887	571,500	388,262	674,251	695,500
<u>RECREATION & CULTURE</u>								
4830	Freedom Fest	-	9,389	43,040	40,000	21,478	39,749	42,000
4831	Library Services	537	466	12,906	12,000	9,619	19,238	18,000
4832	Pavilions/ballfields Rentals	13,062	37,919	39,647	38,000	14,589	43,811	43,000
4833	Community Center Rentals	-	-	-	-	-	-	-
4834	Concessions	-	-	5,042	-	1,230	1,230	-
4836.55	Special Programs Revenue	23,716	78,489	95,775	95,000	59,633	105,777	105,000
4836.56	RAP Program Revenue	308	211,689	172,973	-	-	-	-
4836.59	Day Camps Program Revenue	6,796	9,727	8,368	8,000	3,580	7,160	8,000
4836.63	Y.E.S. Elementary Program Rev	1,649,005	1,699,030	1,720,123	15,962	93,145	93,145	-
4836.64	Y.E.S. Jr High Program Revenue	276,946	321,893	367,103	5,139	34,570	34,570	-
4836.68	Tiny Tots Program Revenue	-	191	-	-	-	-	-
4837	Senior Citizen Program Revenue	-	2,890	12,043	12,000	7,799	14,386	15,000
4838	Sports Complex Parking Fees	3,867	11,842	13,579	13,000	8,622	16,244	17,000
4839	OHV Park Fees	40,705	16,447	19,617	-	4,790	4,790	-
TOTAL RECREATION & CULTURE		2,014,942	2,399,972	2,510,216	239,101	259,054	380,100	248,000

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>SWIMMING POOL</u>								
4841	Swimming Admissions	20,012	29,892	34,724	32,000	23,038	36,536	37,000
4842	Swimming Lessons	7,636	20,631	27,045	27,000	1,208	29,762	30,000
4845	Swimming Pool Rentals	6,794	13,169	14,175	13,500	85	20,853	20,000
4846	Pool Concessions	835	-	917	920	-	700	900
	TOTAL SWIMMING POOL	35,277	63,692	76,861	73,420	24,331	87,851	87,900
<u>MISCELLANEOUS</u>								
4891	Passport Fees	16,091	46,514	70,658	70,000	33,660	68,490	70,000
4893	Street Tree Fees	12,300	8,775	4,275	4,000	1,875	6,125	6,000
4897	Interdepartmental Serv Charges	2,527,067	2,572,142	2,538,093	2,500,000	1,391,341	2,782,681	2,800,000
4898	Special Benefit Assessments	5,075	27,716	3,454	3,454	1,727	3,454	3,454
	TOTAL MISCELLANEOUS	2,560,533	2,655,148	2,616,481	2,577,454	1,428,603	2,860,750	2,879,454
	CHARGES FOR SERVICES	5,011,241	5,837,874	5,998,812	3,584,475	2,147,891	4,116,801	4,032,854
<u>OTHER REVENUES</u>								
4991	Sale of Real Property	-	-	-	-	200	400	-
4992	Sale of Personal Property	314	1,885	1	-	1	907	-
4993	Service Initiation Fees	19,530	20,030	18,920	18,000	9,560	18,550	19,000
4994	Contributions	-	80	41,541	68,000	335,059	68,097	70,000
4995	Reimbursements and Refunds	4,994	42,432	121,964	5,000	-	5,036	5,000
4996	Other Financing Sources (Uses)	4,853,082	-	-	-	-	-	-
4997	Cash Variations	345	264	29	-	(131)	(136)	-
4998	Penalties	32,108	34,399	34,293	62,000	47,357	65,625	65,000
4999	Other Revenues	35,361	24,976	2,838	-	3,751	11,018	5,000
	TOTAL OTHER REVENUES	4,945,734	124,065	219,586	153,000	395,797	169,497	164,000
	TOTAL REVENUE	35,009,656	32,626,059	35,138,192	33,219,473	15,203,048	33,747,931	35,267,477

General Fund
LEGISLATIVE
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
CITY COUNCIL
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>CITY COUNCIL</u>								
<u>PERSONNEL SERVICES</u>								
5010-001-010	Salaries, Regular	3,375	2,535	3,070	4,000	970	2,420	4,000
TOTAL PERSONNEL SERVICES		3,375	2,535	3,070	4,000	970	2,420	4,000
<u>OTHER EXPENSES</u>								
5010-001-140	Computer Equipment Mainenance	1,744	2,217	3,203	3,500	864	3,290	3,500
5010-001-190	Other Equipment Maintenance	326	-	113	500	-	63	200
5010-001-220	Printing/Copying	-	-	-	-	-	8	-
5010-001-230	Professional/Temp Service	49,775	45,899	78,603	90,000	31,055	84,840	85,000
5010-001-320	Office/Computer Supplies	44	213	847	1,000	-	920	1,000
5010-001-410	Meeting Expenses	2,301	4,949	9,132	7,000	2,483	4,884	5,000
5010-001-410.0	Meeting Expenses-Gurrola	544	-	-	-	-	-	-
5010-001-410.13	Meeting Expenses-Reyes	1,372	2,826	317	-	-	-	-
5010-001-410.14	Meeting Expenses-Stowe	-	858	238	-	-	-	-
5010-001-410.15	Meeting Expenses-Flores	1,074	4,226	5,135	5,000	2,383	3,553	5,000
5010-001-410.16	Meeting Expenses - Penaloza	1,131	-	-	-	-	-	-
5010-001-410.17	Meeting Expenses - Carrillo	3,153	2,384	3,130	5,000	1,553	2,226	5,000
5010-001-410.18	Meeting Expenses - Tate	-	4,182	1,205	-	-	-	-
5010-001-410.19	Meeting Expenses - Weyhrauch	-	-	6,448	5,000	831	2,049	5,000
5010-001-410.20	Meeting Expenses - Beltran	-	-	4,542	5,000	2,237	3,587	5,000
5010-001-410.21	Meeting Expenses - Meister	-	-	2,906	5,000	806	1,518	5,000
5010-001-420	Utilities	2,330	2,846	3,816	4,000	1,442	3,456	4,000
5010-001-450	Publication and Dues	18,447	19,455	22,542	24,000	-	23,500	24,000
5010-001-660	Other Expense	1,286	501	845	2,000	1,045	1,932	2,000
5010-001-910	Special Purpose	2,940	12,639	72,036	100,000	2,418	7,418	100,000
5010-001-920	GF Designated Funds Expenses	139,844	15,468	12,094	27,950	7,069	28,437	11,000
TOTAL OTHER EXPENSES		226,311	118,662	227,155	284,950	54,186	171,681	260,700
<u>CAPITAL OUTLAY</u>								
5010-001-730	Other Machinery/Equipment	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-
TOTAL CITY COUNCIL		229,686	121,197	230,225	288,950	55,156	174,101	264,700

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
COMMUNITY PROMOTION
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>COMMUNITY PROMOTION</u>								
<u>PERSONNEL SERVICES</u>								
5010-010-010	Salaries, Regular	11,237	14,473	16,513	17,255	7,059	11,504	39,804
5010-010-020	Salaries, Part-time	-	90	-	-	-	-	-
5010-010-030	Salaries, Overtime	-	13,939	28,512	30,000	28,807	40,000	30,000
5010-010-090	Benefits	6,756	9,797	11,122	13,578	12,439	21,679	24,898
TOTAL PERSONNEL SERVICES		17,993	38,298	56,147	60,833	48,305	73,183	94,702
<u>OTHER EXPENSES</u>								
5010-010-230	Professional/Temp Service	35,000	35,000	-	-	-	-	-
5010-010-410	Meeting Expense	-	177	420	500	-	-	500
5010-010-450	Publication and Dues	50,846	74,590	74,365	90,000	86,557	92,556	95,000
5010-010-600	Freedom Fest	-	35,079	39,774	50,000	4,055	42,000	50,000
5010-010-610	Community Benefit Program	-	-	-	68,000	-	-	70,000
5010-010-660	Other Expense	49,825	91,467	80,685	75,000	53,443	65,208	75,000
TOTAL OTHER EXPENSES		135,671	236,313	195,245	283,500	144,055	199,764	290,500
TOTAL COMMUNITY PROMOTION		<u>153,664</u>	<u>274,611</u>	<u>251,392</u>	<u>344,333</u>	<u>192,360</u>	<u>272,947</u>	<u>385,202</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
TEMPORARY LIBRARY
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
EMERGENCY OPERATIONS								
TEMPORARY LIBRARY (INSURANCE PROCEEDS)								
PERSONNEL SERVICES								
5010-050-010	Salaries, Regular	1,403	-	-	-	-	-	-
5010-050-030	Salaries, Overtime	-	-	-	-	-	-	-
5010-050-090	Benefits	719	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES		2,122	-	-	-	-	-	-
OTHER EXPENSES								
5010-050-120	Building/Ground Maintenance	-	41	-	-	-	-	-
5010-050-230	Professiona/Temp Service	1,730,754	44,064	1,582	3,000	-	-	-
5010-050-260	Rent of Property & Equipment	46,657	149,228	178,759	158,900	57,875	128,525	158,900
5010-050-320	Office/Computer Supplies	11,231	5,000	924	2,000	-	-	-
5010-050-350	Tools & Equipment (Under \$1,000)	3,578	7,376	768	2,000	-	-	-
5010-050-360	Library Books	262,762	37,824	19,892	100,000	25,977	51,954	50,000
5010-050-410	Meeting Expense	-	-	-	-	-	-	-
5010-050-420	Utilities	1,810	-	-	-	-	-	-
5010-050-660	Other Expense	11,222	1,599	3,468	7,000	-	-	-
TOTAL OTHER EXPENSES		2,068,014	245,132	205,391	272,900	83,852	180,479	208,900
CAPITAL OUTLAY								
5010-050-710	Office Equipment (over \$1000)	-	-	-	-	-	-	-
5010-050-730	Other Machinery/Equipment	-	392,310	5,405	-	-	-	-
5010-050-740	Computer Equipment	3,989	-	80,839	-	-	-	-
TOTAL CAPITAL OUTLAY		3,989	392,310	86,244	-	-	-	-
TOTAL EMERGENCY OPERATIONS		<u>2,074,125</u>	<u>637,442</u>	<u>291,636</u>	<u>272,900</u>	<u>83,852</u>	<u>180,479</u>	<u>208,900</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
MARCH STORMS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>EMERGENCY OPERATIONS - MARCH 2023 STORMS</u>								
<u>PERSONNEL SERVICES</u>								
5010-060-010	Salaries, Regular	-	-	202,450	4,500	6,972	9,959	-
5010-060-020	Salaries, Part-time	-	-	1,436	-	1,603	1,602	-
5010-060-030	Salaries, Overtime	-	-	334,229	-	1,007	1,206	-
5010-060-090	Benefits	-	-	137,461	3,200	6,209	9,430	-
TOTAL PERSONNEL SERVICES		-	-	675,576	7,700	15,791	22,197	-
<u>OTHER EXPENSES</u>								
5010-060-120	Building/Ground Maintenance	-	-	6,882	2,000	149	2,129	2,500
5010-060-230	Professiona/Temp Service	-	-	65,985	63,000	120,960	257,491	275,000
5010-060-260	Rent of Property & Equipment	-	-	28,467	3,000	4,460	11,025	11,000
5010-060-340	Maintenance and Repair Materials	-	-	23,009	20,000	-	-	-
5010-060-350	Tools & Equipment (Under \$1,000)	-	-	26,497	20,000	-	-	-
5010-060-410	Meeting Expense	-	-	411	-	-	-	-
5010-060-420	Utilities	-	-	2,993	5,000	5,581	15,453	16,000
5010-060-490	Special Consummables	-	-	12,018	5,000	266	737	1,500
5010-060-660	Other Expense	-	-	26,654	10,000	786	4,131	5,000
TOTAL OTHER EXPENSES		-	-	192,915	128,000	132,202	290,966	311,000
<u>CAPITAL OUTLAY</u>								
5010-060-730	Other Machinery/Equipment	-	-	6,448	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	6,448	-	-	-	-
TOTAL EMERGENCY OPERATIONS		-	-	874,938	135,700	147,992	313,163	311,000

END

General Fund
ADMINISTRATIVE
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY MANAGER
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>CITY MANAGER</u>								
<u>PERSONNEL SERVICES</u>								
5011-001-010	Salaries, Regular	210,246	247,414	283,089	305,901	156,291	292,053	394,085
5011-001-030	Salaries, Overtime	-	37	-	-	-	-	-
5011-001-040	Car Allowance	7,200	3,600	-	-	-	-	4,800
5011-001-090	Benefits	92,549	103,640	150,094	152,269	74,081	168,957	205,962
TOTAL PERSONNEL SERVICES		309,995	354,691	433,183	458,170	230,372	461,010	604,847
<u>OTHER EXPENSES</u>								
5011-001-140	Computer Equipment Maint	-	858	1,921	2,000	1,076	1,944	2,000
5011-001-190	Other Equipment Maint	372	-	-	-	-	-	-
5011-001-220	Printing/Copying	343	569	1,085	1,100	677	1,302	1,500
5011-001-230	Professional/Temp Services	-	-	1,025	-	285	285	-
5011-001-260	Rent of Property & Equipment	-	-	200	500	-	-	500
5011-001-320	Office/Computer Supplies	922	3,641	2,135	3,000	(94)	2,397	3,000
5011-001-410	Meeting Expense	184	2,672	5,076	6,000	1,185	4,350	6,500
5011-001-420	Utilities	1,703	3,973	3,122	4,000	1,799	2,864	3,800
5011-001-440	Training Expense	-	-	1,907	1,500	1,116	1,216	1,500
5011-001-450	Publication and Dues	347	301	301	500	148	173	500
5011-001-460	Postage	24	-	-	-	-	-	-
5011-001-660	Other Expense	7,440	4,556	10,415	11,000	6,725	9,361	10,300
TOTAL OTHER EXPENSES		11,335	16,571	27,187	29,600	12,918	23,892	29,600
<u>CAPITAL OUTLAY</u>								
5011-001-710	Office Equipment (over \$1,000)	-	-	-	-	2,152	4,152	-
TOTAL CAPITAL OUTLAY		-	-	-	-	2,152	4,152	-
TOTAL CITY MANAGER		<u>321,330</u>	<u>371,262</u>	<u>460,370</u>	<u>487,770</u>	<u>245,442</u>	<u>489,054</u>	<u>634,447</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
CITY CLERK
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-23	PROPOSED FY 2024/25 BUDGET
<u>CITY CLERK</u>								
<u>PERSONNEL SERVICES</u>								
5011-005-010	Salaries, Regular	106,657	117,514	154,961	182,732	90,427	182,057	167,905
5011-005-020	Salaries, Part-time			703	-	-	-	-
5011-005-030	Salaries, Overtime	-	-	322	500	-	-	-
5011-005-090	Benefits	54,755	61,556	90,596	105,798	49,640	118,151	105,372
TOTAL PERSONNEL SERVICES		161,412	179,070	246,582	289,030	140,067	300,208	273,277
<u>OTHER EXPENSES</u>								
5011-005-190	Other Equipment Maint	558	372	1,574	1,600	1,412	3,058	1,600
5011-005-210	Advertising	3,649	3,139	2,448	3,500	583	938	3,500
5011-005-220	Printing/Copying	11,648	7	2,192	7,200	88	867	5,200
5011-005-230	Professional/Temp Service	23,956	9,830	69,108	10,000	10,132	10,631	72,000
5011-005-320	Office/Computer Supplies	635	2,958	3,724	5,000	214	836	4,500
5011-005-410	Meeting Expense	-	-	-	300	56	75	300
5011-005-420	Utilities	1,497	2,745	1,836	2,000	1,121	1,861	2,000
5011-005-440	Training Expense	-	2,180	217	2,500	1,292	2,439	3,000
5011-005-450	Publication and Dues	101	316	360	500	250	761	500
5011-005-460	Postage	1,515	3,524	4,065	4,000	2,103	4,125	4,000
5011-005-660	Other Expense	-	60	-	500	-	481	500
5011-005-710	Office Equipment (over \$1,000)		-	2,134	2,000	-	4,378	2,000
TOTAL OTHER EXPENSES		43,558	25,131	87,659	39,100	17,249	30,450	99,100
TOTAL CITY CLERK		<u>204,970</u>	<u>204,201</u>	<u>334,241</u>	<u>328,130</u>	<u>157,316</u>	<u>330,658</u>	<u>372,377</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
HUMAN RESOURCES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
HUMAN RESOURCES								
PERSONNEL SERVICES								
5011-010-010	Salaries, Regular	166,971	161,935	204,728	245,457	118,671	245,417	291,399
5011-010-020	Salaries, Part-time	-	1,250	8,538	-	-	-	-
5011-010-030	Salaries, Overtime	34	-	-	-	-	-	-
5011-010-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	7,000	4,800
5011-010-090	Benefits	85,883	104,072	122,637	139,777	64,055	151,250	183,698
TOTAL PERSONNEL SERVICES		257,688	272,057	340,703	390,034	185,127	403,667	479,897
OTHER EXPENSES								
5011-010-190	Other Equipment Maint	558	1,529	2,693	2,800	1,588	2,518	2,800
5011-010-210	Advertising	5,835	6,986	3,649	4,500	609	909	4,500
5011-010-220	Printing/Copying	884	654	696	1,000	-	-	1,000
5011-010-230	Professional/Temp Service	15,154	75,359	204,028	40,000	13,725	55,000	80,000
5011-010-260	Rent of Property & Equipmt	432	635	-	500	-	-	500
5011-010-320	Office/Computer Supplies	2,246	11,326	2,923	5,000	497	2,816	5,000
5011-010-350	Tools/Equipment (under \$1,000)	435	-	-	-	-	1,388	-
5011-010-410	Meeting Expense	957	1,809	2,073	2,000	1,778	2,817	2,000
5011-010-420	Utilities	-	-	-	-	-	528	-
5011-010-440	Training Expense	10,860	2,560	7,237	3,700	2,452	10,478	5,000
5011-010-450	Publication and Dues	4,975	3,809	751	5,000	372	1,551	3,700
5011-010-460	Postage	14	135	459	500	230	433	500
5011-010-660	Other Expense	6,506	10,131	1,981	3,250	253	3,516	3,250
5011-010-710	Office Equipment (over \$1,000)	-	-	1,403	-	1,357	5,357	-
TOTAL OTHER EXPENSES		48,857	114,933	227,893	68,250	22,861	87,311	108,250
TOTAL HUMAN RESOURCES		306,545	386,990	568,596	458,284	207,987	490,978	588,147

General Fund
CITY ATTORNEY
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY ATTORNEY
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
CITY ATTORNEY								
OTHER EXPENSES								
5011-050-230	Professional/Temp Service	140,734	153,579	124,675	200,000	33,552	123,024	200,000
5011-050-410	Meeting Expense	-	-	-	-	-	-	
TOTAL OTHER EXPENSES		140,734	153,579	124,675	200,000	33,552	123,024	200,000
TOTAL CITY ATTORNEY		<u>140,734</u>	<u>153,579</u>	<u>124,675</u>	<u>200,000</u>	<u>33,552</u>	<u>123,024</u>	<u>200,000</u>

General Fund

FINANCE

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
FINANCE
FISCAL YEAR 2024/25**

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>FINANCE</u>							
<u>PERSONNEL SERVICES</u>							
5012-001-010 Salaries, Regular	323,916	327,404	391,289	535,331	220,195	447,290	592,509
5012-001-020 Salaries, Part-Time	-	-	-	-	-	8,873	-
5012-001-040 Car Allowance	4,800	4,800	4,600	4,800	2,600	5,200	4,800
5012-001-090 Benefits	178,109	187,646	230,090	303,132	122,037	262,450	364,018
TOTAL PERSONNEL SERVICES	506,825	519,850	625,980	843,263	344,832	723,813	961,327
<u>OTHER EXPENSES</u>							
5012-001-120 Building/Grounds Maint	80	-	-	-	-	-	-
5012-001-140 Computer Equip Maint	1,116	6,041	7,585	10,000	1,418	8,188	10,000
5012-001-190 Other Equipment Maint	-	1,639	4,074	4,500	1,536	4,311	4,500
5012-001-220 Printing/Copying	1,822	731	1,139	1,000	-	817	1,000
5012-001-230 Professional/Temp Service	11,070	7,605	7,925	10,000	4,640	9,372	10,000
5012-001-260 Rent of Property & Equipmt	301	-	-	500	-	-	500
5012-001-320 Office/Computer Supplies	7,224	8,487	10,843	12,000	3,975	9,665	11,000
5012-001-350 Tools/Equipment (under \$1,000)	216	-	422	500	-	-	500
5012-001-410 Meeting Expense	-	-	-	500	-	63	500
5012-001-420 Utilities	558	557	561	1,000	239	578	1,000
5012-001-440 Training Expense	285	205	85	1,000	135	270	2,000
5012-001-450 Publication and Dues	2,010	1,231	2,463	2,500	429	1,407	2,500
5012-001-660 Other Expense	1,911	2,121	2,158	3,000	1,263	2,480	3,000
TOTAL OTHER EXPENSES	26,593	28,617	37,255	46,500	13,635	37,151	46,500
TOTAL FINANCE	<u>533,418</u>	<u>548,467</u>	<u>663,234</u>	<u>889,763</u>	<u>358,467</u>	<u>760,964</u>	<u>1,007,827</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
INFORMATION TECHNOLOGY
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>INFORMATION TECHNOLOGY</u>								
<u>PERSONNEL SERVICES</u>								
5012-020-010	Salaries, Regular	156,109	176,784	222,221	283,464	105,128	210,255	310,788
5012-020-020	Salaries, Part-time	-	-	-	-	-	-	-
5012-020-030	Salaries, Over-time	-	-	-	-	26	51	500
5012-020-090	Benefits	79,961	100,688	131,666	174,364	63,407	126,814	200,088
TOTAL PERSONNEL SERVICES		236,070	277,472	353,887	457,828	168,561	337,120	511,376
<u>OTHER EXPENSES</u>								
5012-020-120	Building/Grounds Maint	-	10,117	100	200	56	111	200
5012-020-140	Computer Equipment Maint	153,444	165,324	136,941	175,000	117,578	170,462	180,000
5012-020-190	Other Equipment Maint	789	1,919	1,404	2,500	999	1,998	2,500
5012-020-220	Printing/Copying	2	-	-	-	-	-	-
5012-020-230	Professional/Temp Service	96	-	4,045	5,000	5,539	7,189	5,000
5012-020-320	Office/Computer Supplies	2,863	2,004	1,112	2,000	359	1,380	2,000
5012-020-350	Tools/Equipment (under \$1,000)	1,512	1,522	2,033	2,500	267	2,114	2,500
5012-020-410	Meeting Expense	-	-	-	200	-	-	200
5012-020-420	Utilities	803	891	1,176	1,200	471	1,245	1,300
5012-020-440	Training Expense	2,990	-	712	3,000	113	2,600	3,000
5012-020-450	Publication and Dues	195	328	573	1,000	130	260	1,000
5012-020-490	Software Costs (under \$1,000)	421	199	546	2,000	-	-	2,000
5012-020-660	Other Expense	5	485	-	500	130	260	500
TOTAL OTHER EXPENSES		163,120	182,787	148,641	195,100	125,642	187,619	200,200
<u>CAPITAL OUTLAY</u>								
5012-020-740	Computer Equip (over \$1,000)	-	3,997	9,787	20,000	-	17,000	20,000
5012-020-750	Computer Software (over \$1,000)	-	-	2,000	6,000	-	-	6,000
TOTAL CAPITAL OUTLAY		-	3,997	11,787	26,000	-	17,000	26,000
TOTAL INFORMATION TECHNOLOGY		399,190	464,256	514,315	678,928	294,203	541,739	737,576

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
GENERAL SERVICES
FISCAL YEAR 2024/25**

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>GENERAL SERVICES</u>							
<u>PERSONNEL SERVICES</u>							
5012-050-010 Salaries, Regular	72,218	51,511	69,845	78,843	32,566	65,132	75,459
5012-050-090 Benefits	38,935	28,621	44,425	47,061	20,534	41,067	49,859
TOTAL PERSONNEL SERVICES	111,153	80,132	114,270	125,904	53,100	106,199	125,318
<u>OTHER EXPENSES</u>							
5012-050-120 Building/Grounds Maint	-	-	-	-	-	-	-
5012-050-190 Other Equipment Maint	186	186	407	500	204	408	500
5012-050-220 Printing/Copying	64	72	516	800	-	-	800
5012-050-230 Professional/Temp Service	-	32	-	-	-	-	-
5012-050-260 Rent of Property & Equipmt	7,980	8,321	7,663	9,000	3,998	7,996	9,000
5012-050-320 Office/Computer Supplies	1,855	1,878	2,190	3,000	808	1,615	3,000
5012-050-350 Tools/Equipment (under \$1,000)	-	-	-	500	-	-	500
5012-050-410 Meeting Expense	-	-	-	500	-	-	500
5012-050-420 Utilities	69,380	81,697	88,506	95,000	50,387	92,471	97,000
5012-050-440 Training Expense	-	-	-	500	-	-	1,000
5012-050-450 Publication and Dues	344	344	344	500	165	330	500
5012-050-460 Postage	16,860	11,572	17,280	20,000	2,473	17,300	20,000
5012-050-520 Insurance, Liability	85,307	85,307	85,307	119,490	59,742	119,490	119,490
5012-050-660 Other Expense	-	25	-	1,000	45	90	1,000
TOTAL OTHER EXPENSES	181,976	189,433	202,212	250,790	117,821	239,700	253,290
 TOTAL GENERAL SERVICES	 <u>293,129</u>	 <u>269,565</u>	 <u>316,482</u>	 <u>376,694</u>	 <u>170,921</u>	 <u>345,899</u>	 <u>378,608</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
UTILITY BILLING AND COLLECTIONS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
UTILITY BILLING & COLLECTION								
PERSONNEL SERVICES								
5012-075-010	Salaries, Regular	182,649	186,908	211,665	231,336	119,456	238,911	250,008
5012-075-020	Salaries, Part-time	2,693	8,694	-	-	-	-	-
5012-075-030	Salaries, Overtime	88	-	19	1,000	-	-	500
5012-075-090	Benefits	116,905	131,318	151,330	162,787	79,487	158,974	182,313
TOTAL PERSONNEL SERVICES		302,335	326,920	363,014	395,123	198,943	397,885	432,821
OTHER EXPENSES								
5012-075-140	Computer Equipment Maint	744	572	1,379	1,500	774	1,327	1,500
5012-075-220	Printing/Copying	665	230	-	100	-	-	100
5012-075-230	Professional/Temp Service	96	1	32	-	-	-	-
5012-075-320	Office/Computer Supplies	768	769	1,483	2,000	851	1,702	2,000
5012-075-350	Tools/Equipment (under \$1,000)	732	1,748	-	500	-	-	500
5012-075-410	Meeting Expense	-	-	-	100	-	-	100
5012-075-440	Training Expense	137	-	-	300	-	-	300
5012-075-450	Publication and Dues	59	400	600	1,000	200	600	1,000
5012-075-660	Other Expense	3,164	34,040	44,136	50,000	29,012	53,198	54,000
TOTAL OTHER EXPENSES		6,365	37,759	47,630	55,500	30,836	56,827	59,500
TOTAL UTILITY BILLING & COLLECTION		308,700	364,679	410,644	450,623	229,779	454,712	492,321

General Fund
POLICE SERVICES
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
POLICE ADMINISTRATION
FISCAL YEAR 2024/25

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
POLICE ADMINISTRATION							
PERSONNEL SERVICES							
5020-001-010 Salaries, Regular	5,368,891	4,843,144	5,102,340	6,363,805	2,628,707	5,297,061	6,440,162
5020-001-020 Salaries, Part-time	32,489	38,224	91,458	100,000	40,261	82,149	80,000
5020-001-030 Salaries, Overtime	300,585	426,975	490,520	380,000	300,826	577,759	400,000
5020-001-040 Car Allowance	4,800	200	-	-	-	-	-
5020-001-090 Benefits	3,395,065	2,949,522	3,247,623	3,877,941	1,676,366	3,283,104	4,290,451
TOTAL PERSONNEL SERVICES	9,101,830	8,258,065	8,931,940	10,721,746	4,646,160	9,240,073	11,210,613
OTHER EXPENSES							
5020-001-110 Vehicle Maintenance	459,056	455,601	385,516	400,000	222,036	467,091	400,000
5020-001-120 Building/Grounds Maint	37,944	19,585	42,700	50,000	25,996	43,683	50,000
5020-001-140 Computer Equip Maint	39,539	40,409	37,996	45,000	40,046	69,224	55,000
5020-001-190 Other Equipment Maint	14,218	10,730	13,664	15,000	4,366	11,371	47,000
5020-001-220 Printing/Copying	11,759	6,202	7,982	8,000	4,385	9,459	8,000
5020-001-230 Professional/Temp Service	242,108	175,320	190,233	202,000	55,253	144,871	195,000
5020-001-260 Rent of Property & Equipment	-	-	-	23,000	14,191	16,191	53,000
5020-001-320 Office/Computer Supplies	19,585	29,918	29,335	30,000	11,045	35,606	25,000
5020-001-350 Tools & Equipment (under \$1,000)	23,464	18,937	24,087	20,000	8,006	21,696	20,000
5020-001-410 Meeting Expense	974	1,692	2,516	2,000	2,494	4,063	3,000
5020-001-420 Utilities	129,010	157,837	157,867	160,000	79,300	160,610	150,000
5020-001-430 Uniform Allowance	46,032	33,713	54,203	40,000	50,474	65,798	50,000
5020-001-440 Training Expense	51,660	82,602	91,275	90,000	50,877	95,363	100,000
5020-001-450 Publication and Dues	9,512	6,176	7,324	8,000	6,722	11,842	10,000
5020-001-460 Postage	9,409	6,988	10,393	10,000	4,856	8,012	10,000
5020-001-470 Range Expense	11,037	9,718	15,386	15,000	12,433	15,733	15,000
5020-001-480 Firearms Expense	36,591	15,671	18,416	20,000	14,572	35,053	20,000
5020-001-490 Investigation Costs	3,860	6,230	9,767	10,000	4,044	7,442	10,000
5020-001-520 Insurance/Liability	114,000	114,000	114,000	159,680	79,838	159,680	160,000
5020-001-660 Other Expense	6,536	19,915	13,461	12,000	4,321	7,557	10,000
5020-001-680 Booking Fees	-	-	-	-	-	-	-
5020-001-690 Animal Control	56,501	89,809	109,049	125,000	39,684	110,185	120,000
TOTAL OTHER EXPENSES	1,322,795	1,301,054	1,335,170	1,444,680	734,940	1,500,530	1,511,000
CAPITAL OUTLAY							
5020-001-710 Office Equipment (over \$1,000)	-	3,873	-	-	-	2,000	-
5020-001-720 Automotive Equipment	-	5,620	-	-	-	-	-
5020-001-730 Other Mach/Equip (over \$1,000)	3,469	1,397	18,706	-	5,907	58,000	-
5020-001-740 Computer Equipment (over \$1,000)	6,341	2,608	20,526	-	18,404	18,500	-
TOTAL CAPITAL OUTLAY	9,810	13,499	39,232	-	24,311	78,500	-
TOTAL POLICE ADMINISTRATION	10,434,435	9,572,618	10,306,342	12,166,426	5,405,411	10,819,103	12,721,613

General Fund
FIRE SERVICES
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
FIRE DEPARTMENT								
PERSONNEL SERVICES								
5021-001-010	Salaries, Regular	2,161,813	2,266,084	2,247,810	2,766,560	1,260,505	2,633,179	3,140,428
5021-001-020	Salaries, Part-time	65,626	47,502	39,376	-	-	-	-
5021-001-030	Salaries, Overtime	342,032	439,298	555,627	300,000	314,052	439,184	400,000
5021-001-090	Benefits	1,435,744	1,391,970	1,364,321	1,543,916	754,128	1,454,477	1,833,911
TOTAL PERSONNEL SERVICES		4,005,215	4,144,853	4,207,135	4,610,476	2,328,684	4,526,840	5,374,339
OTHER EXPENSES								
5021-001-110	Vehicle Maintenance	-	-	-	-	-	-	-
5021-001-120	Building/Grounds Maint	7,523	14,016	30,233	30,000	9,283	34,538	32,000
5021-001-140	Computer Equip Maint	11,495	22,370	26,441	30,000	12,237	27,492	32,000
5021-001-190	Other Equipment Maint	-	-	-	-	-	-	-
5021-001-220	Printing/Copying	1,337	2,832	7,271	7,500	1,381	3,630	7,900
5021-001-230	Professional/Temp Service	32,597	34,907	43,860	45,000	33,303	43,798	47,000
5021-001-260	Rent of Property & Equipmt	708	194	164	500	75	75	500
5021-001-320	Office/Computer Supplies	2,336	5,115	9,701	10,000	1,407	2,650	10,500
5021-001-330	Janitorial Supplies	1,849	2,169	3,838	5,000	2,826	3,755	5,300
5021-001-350	Tools/Equipment (under \$1,000)	10,288	31,929	43,704	50,000	9,919	22,771	52,500
5021-001-410	Meeting Expense	1,102	1,791	3,103	3,000	1,360	1,746	3,200
5021-001-420	Utilities	54,627	71,790	75,179	80,000	46,045	77,438	90,000
5021-001-430	Uniform Allowance	7,574	17,858	30,446	30,000	9,328	15,595	32,000
5021-001-440	Training Expense	-	-	-	-	-	-	-
5021-001-450	Publication and Dues	3,703	12,018	12,890	13,000	6,543	8,509	13,650
5021-001-460	Postage	2,723	3,099	5,163	5,000	2,605	3,407	5,250
5021-001-490	Fireworks	10	-	-	-	-	-	-
5021-001-520	Insurance, Liability	55,442	55,442	55,442	77,658	38,826	77,658	77,658
5021-001-610	Weed Abatement Services	1,035	-	-	-	-	-	-
5021-001-660	Other Expense	3,962	9,839	20,195	20,000	4,324	10,416	21,000
TOTAL OTHER EXPENSES		198,312	285,368	367,631	406,658	179,462	333,478	430,458
CAPITAL OUTLAY								
5021-001-710	Office Equipment (over \$1,000)	7,648	-	-	-	-	-	-
5021-001-720	Automotive Equipment	-	-	62,350	-	-	-	-
5021-001-730	Other Mach/Equip (over \$1,000)	9,442	18,479	12,498	15,000	15,817	16,286	17,000
5021-001-740	Computer Equipment (over \$1,000)	3,476	1,906	3,492	3,000	-	-	5,000
TOTAL CAPITAL OUTLAY		20,566	20,385	78,341	18,000	15,817	16,286	22,000
TOTAL FIRE DEPARTMENT		4,224,092	4,450,607	4,653,107	5,035,134	2,523,963	4,876,604	5,826,797

General Fund
COMMUNITY DEVELOPMENT
ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PLANNING
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>PLANNING & ZONING</u>								
<u>PERSONNEL SERVICES</u>								
5030-020-010	Salaries, Regular	354,985	304,362	357,855	416,442	171,669	346,029	450,677
5030-020-030	Overtime	205	-	-	-	-	-	-
5030-020-040	Car Allowance	9,040	9,600	9,600	9,600	4,800	7,400	9,600
5030-020-090	Benefits	194,517	170,822	202,754	234,621	87,526	211,045	280,043
TOTAL PERSONNEL SERVICES		558,746	484,784	570,209	660,663	263,995	564,474	740,320
<u>OTHER EXPENSES</u>								
5030-020-140	Computer Equipment Maint	4,864	8,618	11,011	11,100	9,564	12,967	13,000
5030-020-190	Other Equipment Maint	2,790	661	758	2,000	249	890	2,000
5030-020-210	Advertising	3,090	2,658	3,988	4,000	454	2,143	4,000
5030-020-220	Printing/Copying	2,321	2,068	2,967	3,000	1,607	3,496	3,500
5030-020-230	Professional/Temp Service	43,628	105,866	72,558	95,000	19,608	59,338	95,000
5030-020-260	Rent of Property & Equipmt	3,391	3,343	3,520	3,600	1,168	1,168	3,600
5030-020-320	Office/Computer Supplies	4,018	3,202	3,072	3,500	1,076	3,654	3,500
5030-020-350	Tools/Equipment under \$1000	466	-	-	-	-	3,458	-
5030-020-410	Meeting Expense	286	1,810	2,075	3,000	287	1,689	3,000
5030-020-420	Utilities	3,020	6,673	4,837	6,000	2,866	5,217	6,000
5030-020-430	Uniform Allowance	477	368	356	500	492	492	500
5030-020-440	Training Expense	1,643	650	901	2,000	3,040	6,227	4,900
5030-020-450	Publication and Dues	14,248	4,033	3,795	10,000	2,166	4,691	10,000
5030-020-460	Postage	934	1,111	702	700	312	811	700
5030-020-660	Other Expense	6,848	(1,065)	2,957	3,000	233	493	3,000
TOTAL OTHER EXPENSES		92,022	139,996	113,496	147,400	43,123	106,734	152,700
<u>CAPITAL OUTLAY</u>								
5030-020-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	-	-
5030-020-740	Computer Equipment (over \$1,000)	-	-	5,255	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	5,255	-	-	-	-
TOTAL PLANNING & ZONING		650,768	624,780	688,960	808,063	307,118	671,208	893,020

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ECONOMIC DEVELOPMENT
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>ECONOMIC DEVELOPMENT</u>								
<u>PERSONNEL SERVICES</u>								
5030-025-010	Salaries, Regular	174,384	195,059	247,143	293,570	109,646	232,040	291,154
5030-025-030	Salaries, Overtime		61	-	-	-	-	
5030-025-040	Car Allowance	1,000	-	-	-	-	-	
5030-025-090	Benefits	89,767	106,257	139,631	164,037	57,674	143,498	177,496
TOTAL PERSONNEL SERVICES		265,151	301,377	386,773	457,607	167,320	375,538	468,650
<u>OTHER EXPENSES</u>								
5030-025-110	Vehicle Maintenance	2,177	2,328	2,393	2,500	1,576	2,920	3,000
5030-025-210	Advertising	1,397	-	1,240	1,500	458	2,237	1,500
5030-025-220	Printing/Copying	10	46	2,614	2,800	352	2,137	3,400
5030-025-230	Professional/Temp Service	-	-	-	-	-	-	-
5030-025-320	Office/Computer Supplies	-	88	2,008	2,000	-	-	2,000
5030-025-410	Meeting Expense	-	6,882	8,412	8,000	241	4,990	8,000
5030-025-420	Utilities	463	464	454	500	185	457	500
5030-025-430	Uniform Allowance	-	-	-	100	-	-	100
5030-025-440	Training Expense	380	650	1,216	1,200	-	-	1,200
5030-025-450	Publication and Dues	2,615	1,520	41,257	45,000	35,423	41,097	45,000
5030-025-460	Postage	38	-	-	-	141	200	-
5030-025-490	Special Consumables	20,000	809	4,302	5,000	2,457	4,605	5,000
5030-025-660	Other Expense	531	-	47	2,000	-	47	200
TOTAL OTHER EXPENSES		27,611	12,786	63,944	70,600	40,832	58,690	69,900
TOTAL ECONOMIC DEVELOPMENT		<u>292,762</u>	<u>314,163</u>	<u>450,717</u>	<u>528,207</u>	<u>208,151</u>	<u>434,228</u>	<u>538,550</u>

General Fund
ENGINEERING & PROJECT MGT
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ENGINEERING AND PROJECT MANAGEMENT
ENGINEERING AND PROJECT MANAGEMENT
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
ENGINEERING & PROJECT MANAGEMENT								
<u>PERSONNEL SERVICES</u>								
5030-010-010	Salaries, Regular	862,380	850,692	959,357	1,081,178	533,823	1,068,000	1,115,710
5030-010-030	Salaries, Overtime	260	-	-	-	382	400	-
5030-010-040	Car Allowance	9,400	9,600	9,600	9,600	4,800	9,600	9,600
5030-010-090	Benefits	485,638	499,848	603,936	646,792	306,640	614,000	696,451
TOTAL PERSONNEL SERVICES		1,357,678	1,360,140	1,572,893	1,737,570	845,645	1,692,000	1,821,761
<u>OTHER EXPENSES</u>								
5030-010-110	Vehicle Maintenance	38,374	47,872	57,322	60,000	33,808	68,000	70,000
5030-010-140	Computer Equipment Maintenance	23,810	48,666	66,470	70,000	58,146	67,000	70,000
5030-010-190	Other Equipment Maint	11,666	12,388	13,757	14,000	4,396	13,000	14,000
5030-010-220	Printing/Copying	2,863	2,437	2,981	3,000	1,470	3,000	3,000
5030-010-230	Professional/Temp Service	14,979	22,134	53,571	50,000	24,470	49,000	50,000
5030-010-260	Rent of Property & Equipmt	3,626	3,343	3,520	4,000	1,168	3,400	9,000
5030-010-320	Office/Computer Supplies	6,880	5,731	6,249	6,500	2,607	5,300	6,500
5030-010-350	Tools/Equipment (under \$1,000)	871	1,086	3,096	3,000	867	5,100	3,000
5030-010-410	Meeting Expense	208	-	94	200	-	-	200
5030-010-420	Utilities	10,295	16,490	14,043	16,000	7,636	15,300	16,000
5030-010-430	Uniform Allowance	820	962	3,432	3,500	200	2,200	3,500
5030-010-440	Training Expense	811	2,715	8,179	8,500	-	3,000	8,500
5030-010-450	Publication and Dues	4,327	4,730	8,527	8,500	1,417	4,700	8,500
5030-010-460	Postage	291	238	286	500	699	750	500
5030-010-660	Other Expense	748	657	166	500	-	400	500
TOTAL OTHER EXPENSES		120,569	169,449	241,692	248,200	136,885	240,150	263,200
<u>CAPITAL OUTLAY</u>								
5030-010-730	Other Mach/Equip (over \$1,000)	-	4,758	4,757	-	-	-	-
5030-010-740	Computer Equipment (over \$1,000)	2,513	843	-	-	-	3,000	5,000
TOTAL CAPITAL OUTLAY		2,513	5,601	4,757	-	-	3,000	5,000
TOTAL ENGINEERING & PROJECT MANAGEMENT		1,480,760	1,535,190	1,819,342	1,985,770	982,530	1,935,150	2,089,961

General Fund
PUBLIC WORKS
ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
STREET MAINTENANCE								
001 5030-030-010	Salaries, Regular	121,459	128,324	138,026	169,124	54,263	108,526	153,237
001 5030-030-020	Salaries, Part-time	-	-	-	-	-	-	-
001 5030-030-030	Salaries, Overtime	114	2,017	201	500	72	214	500
001 5030-030-090	Benefits	91,982	101,700	117,413	126,754	38,531	77,062	119,432
001 5030-030-110	Vehicle Maintenance	200,759	233,036	276,904	280,000	162,590	325,180	310,000
001 5030-030-120	Building/Grounds Maint	4,946	4,105	7,684	7,500	3,678	7,356	7,500
001 5030-030-190	Other Equipment Maint	14,089	15,284	20,131	20,000	8,483	16,966	20,000
001 5030-030-220	Printing/Copying	81	7	-	-	-	-	-
001 5030-030-230	Professional/Temp Service	1,021	1,435	987	1,500	238	744	1,000
001 5030-030-260	Rent of Property & Equipment	-	-	-	-	-	-	-
001 5030-030-320	Office/Computer Supplies	1,006	1,495	868	1,200	53	667	1,000
001 5030-030-340	Maint & Repair Materials	4,356	5,615	3,098	5,000	1,796	1,932	5,000
001 5030-030-350	Tools/Equipment (under \$1,000)	1,845	436	51	500	114	640	500
001 5030-030-420	Utilities	4,464	5,999	3,471	5,000	1,635	3,678	5,000
001 5030-030-430	Uniform Allowance	2,753	2,508	3,583	3,800	885	1,829	4,000
001 5030-030-440	Training Expense	119	-	134	200	5,544	5,544	5,000
001 5030-030-450	Publication and Dues	121	42	44	100	5,570	5,570	5,000
001 5030-030-520	Insurance, Liability	30,287	30,287	30,287	42,424	21,214	42,424	42,424
001 5030-030-660	Other Expense	894	2,348	1,583	1,500	1,042	1,554	1,500
001 5030-030-730	Other Mach/Equip (over \$1000)	-	-	-	-	-	-	-
TOTAL STREET MAINTENANCE		480,297	534,638	604,465	665,102	305,708	599,886	681,093

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

STREET SIGNALS, SIGNS, STRIPING

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
001 5030-035-010	Salaries, Regular	47,706	48,637	77,848	93,658	18,838	37,676	107,926
001 5030-035-030	Salaries, Overtime	2,129	5,307	3,245	3,800	1,351	2,702	3,000
001 5030-035-090	Benefits	29,151	36,416	55,961	68,203	13,152	26,304	80,619
001 5030-035-110	Vehicle Maintenance	15,549	22,840	27,016	27,000	10,898	21,796	27,000
001 5030-035-120	Building/Grounds Maint	1,386	-	373	500	-	-	-
001 5030-035-190	Other Equipment Maint	804	847	780	1,000	390	836	1,000
001 5030-035-230	Professional/Temp Service	21,522	26,767	25,094	25,000	6,958	26,519	25,000
001 5030-035-320	Office/Computer Supplies	-	12	149	200	-	-	200
001 5030-035-340	Maint and Repair Materials	123,482	120,043	123,966	125,000	53,028	112,386	125,000
001 5030-035-350	Tools/Equipment (under \$1,000)	275	749	254	500	1,660	2,093	500
001 5030-035-420	Utilities	34,710	41,689	49,808	45,000	15,551	48,638	45,000
001 5030-035-430	Uniform Allowance	981	1,076	981	1,000	191	382	1,000
001 5030-035-440	Training Expense	-	-	385	500	-	385	500
001 5030-035-450	Publication and Dues	170	170	260	300	-	260	300
001 5030-035-660	Other Expense	-	9	-	-	-	-	-
TOTAL STREET SIGNALS, SIGNS, STRIPING		277,865	304,564	366,120	391,661	122,017	279,977	417,045

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

STREET LIGHTING

001 5030-037-010 Salaries, Regular
001 5030-037-090 Benefits
001 5030-037-340 Maint and Repair Materials
001 5030-037-420 Utilities

TOTAL STREET LIGHTING

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
1,296	1,431	1,469	1,912	836	1,672	1,958
639	739	800	1,039	413	826	1,097
-	-	34,644	35,000	6,075	12,150	25,000
603,145	598,507	593,972	600,000	285,503	685,926	635,000
605,080	600,678	630,885	637,951	292,827	700,574	663,055

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
16,659	20,355	17,552	26,137	10,496	10,496	-
432	1,333	6,100	6,200	916	916	-
9,499	12,645	13,477	18,638	6,542	6,542	-
21,848	42,063	26,333	26,000	11,612	11,612	-
1,314	3,200	-	-	1,921	1,921	-
4,368	7,093	4,368	4,500	2,184	2,184	-
7,249	11,335	8,757	10,000	6,061	6,061	
-	-	927	1,000	-	-	-
1,504	1,791	1,764	2,000	371	371	-
-	-	-	-	-	-	-
-	26,498	-	-	-	-	-
671	759	985	1,000	1,238	1,238	-
-	-	-		-	-	
63,543	127,071	80,263	95,475	41,341	41,341	-

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

PARKING LOT MAINTENANCE

001 5030-050-010 Salaries, Regular
001 5030-050-030 Salaries, Overtime
001 5030-050-090 Benefits
001 5030-050-120 Building/Grounds Maint
001 5030-050-230 Professional/Temp Service
001 5030-050-420 Utilities

TOTAL PARKING LOT MAINTENANCE

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
1,296	1,431	1,469	1,912	836	1,672	1,958
-	163	-	-	-	-	-
639	825	800	1,039	413	826	1,097
20	307	9,027	9,000	66	464	5,000
36,460	34,750	38,780	40,000	19,126	42,076	45,900
29,216	33,694	35,783	35,000	12,683	35,786	35,000
67,630	71,170	85,858	86,951	33,124	80,824	88,955

General Fund
PARKS & LEISURE SERVICES
ANNUAL BUDGET



FY 2024/2025

PARKS MAINTENANCE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
PARKS MAINTENANCE & OPERATION								
PERSONNEL SERVICES								
5050-005-010	Salaries, Regular	397,211	369,210	403,006	444,203	203,060	406,121	768,368
5050-005-020	Salaries, Part-time	27,322	25,622	15,430	20,550	682	1,934	57,470
5050-005-030	Salaries, Overtime	905	1,983	2,745	1,500	2,793	3,941	4,300
5050-005-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5050-005-090	Benefits	232,237	233,563	247,522	295,331	118,143	283,999	544,376
TOTAL PERSONNEL SERVICES		662,476	635,178	673,503	766,384	327,079	700,795	1,379,314
OTHER EXPENSES								
5050-005-110	Vehicle Maintenance	146,588	206,514	234,141	235,000	138,530	247,288	318,400
5050-005-120	Building/Grounds Maint	87,750	64,011	25,926	30,480	9,915	17,334	130,280
5050-005-140	Computer Equip Maint	372	558	967	1,030	461	921	1,040
5050-005-190	Other Equipment Maint	13,031	13,988	17,434	18,000	9,587	16,209	27,768
5050-005-220	Printing/Copying	27	4	164	100	-	50	-
5050-005-230	Professional/Temp Service	708	1,107	986	1,200	204	966	1,200
5050-005-260	Rent of Property & Equipmt	98	310	307	311	-	100	-
5050-005-320	Office/Computer Supplies	1,356	1,347	2,546	2,000	995	1,544	2,200
5050-005-350	Tools/Equipment (under \$1,000)	1,906	1,572	5,187	5,000	4,896	13,135	10,398
5050-005-410	Meeting Expense	-	-	-	-	-	-	-
5050-005-420	Utilities	12,072	15,686	19,316	20,000	10,206	20,411	24,960
5050-005-430	Uniform Allowance	10,555	14,862	15,031	15,000	6,372	16,748	18,060
5050-005-440	Training Expense	-	20	240	1,500	1,490	2,580	1,500
5050-005-450	Publication and Dues	201	-	-	-	-	-	-
5050-005-460	Postage	-	-	-	-	-	-	-
5050-005-520	Insurance, Liability	24,000	24,000	24,000	33,616	16,810	36,417	35,360
5050-005-610	Weed Abatement	-	-	-	-	-	-	-
5050-005-660	Other Expense	1,654	1,309	2,243	2,000	2,825	3,520	2,548
TOTAL OTHER EXPENSES		300,317	345,288	348,489	365,237	202,289	377,223	573,714
CAPITAL OUTLAY								
5050-005-710	Office Equipment (over \$1,000)	-	-	1,352	-	-	-	-
5050-005-730	Other Mach/Equipment (over \$1000)	-	1,488	2,572	-	-	5,522	4,000
TOTAL CAPITAL OUTLAY		-	1,488	3,924	-	-	5,522	4,000
TOTAL PARK MAINT & OPERATION		962,794	981,954	1,025,915	1,131,621	529,368	1,083,540	1,957,028⁴⁰

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>LIME STREET PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-006-010	Salaries, Regular	5,144	5,397	4,332	6,000	653	1,901	-
5050-006-090	Benefits	3,089	3,428	2,760	3,800	409	1,514	-
TOTAL PERSONNEL SERVICES		8,232	8,826	7,093	9,800	1,061	3,415	-
<u>OTHER EXPENSES</u>								
5050-006-120	Building/Grounds Maint	1,801	2,768	2,611	2,800	133	718	-
5050-006-190	Other Equipment Maint	11	-	94	100	-	25	-
5050-006-420	Utilities	2,070	2,141	2,111	2,200	1,251	1,783	2,288
TOTAL OTHER EXPENSES		3,882	4,910	4,817	5,100	1,384	2,526	2,288
TOTAL LIME STREET PARK		<u>12,115</u>	<u>13,735</u>	<u>11,909</u>	<u>14,900</u>	<u>2,445</u>	<u>5,941</u>	<u>2,288</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LION'S PARK								
OTHER EXPENSES								
5050-007-120	Building/Grounds Maint	2,280	3,511	2,586	2,600	-	50	-
5050-007-190	Other Equipment Maint	11	-	58	100	-	-	-
5050-007-230	Professional/Temp Service	2,159	2,090	2,090	2,100	871	2,088	2,250
5050-007-420	Utilities	1,599	1,397	1,295	1,400	587	1,392	1,560
TOTAL OTHER EXPENSES		6,049	6,998	6,030	6,200	1,457	3,530	3,810
TOTAL LION'S PARK		6,049	6,998	6,030	6,200	1,457	3,530	3,810

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>MURRY PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-008-010	Salaries, Regular	48,713	52,232	55,174	56,000	32,719	63,126	-
5050-008-020	Salaries, Part-time	10,800	11,687	15,166	14,610	6,619	7,266	-
5050-008-030	Salaries, Overtime	621	391	180	375	47	100	-
5050-008-090	Benefits	31,702	35,700	38,979	39,300	21,946	46,423	-
TOTAL PERSONNEL SERVICES		91,835	100,010	109,498	110,285	61,330	116,915	-
<u>OTHER EXPENSES</u>								
5050-008-120	Building/Grounds Maint	10,055	32,466	18,613	22,000	8,568	21,869	-
5050-008-190	Other Equipment Maint	1,343	795	596	1,205	164	875	-
5050-008-230	Professional/Temp Service	-	-	47	100	-	-	-
5050-008-420	Utilities	37,838	39,610	40,862	42,000	32,510	41,809	44,000
5050-008-430	Uniform Allowance			76	100	57	390	-
5050-008-660	Other Expense	-	218	58	100	-	-	-
TOTAL OTHER EXPENSES		49,236	73,089	60,252	65,505	41,298	64,943	44,000
<u>CAPITAL OUTLAY</u>								
5050-008-730	Other Mach/Equip (over \$1,000)	1,259	3,967	621	-	-	-	-
TOTAL CAPITAL OUTLAY		1,259	3,967	621	-	-	-	-
TOTAL MURRY PARK		<u>142,330</u>	<u>177,067</u>	<u>170,371</u>	<u>175,790</u>	<u>102,628</u>	<u>181,858</u>	<u>44,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>NORTH PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-009-010	Salaries, Regular	1,273	1,076	2,270	2,500	1,523	3,523	-
5050-009-030	Overtime	77	-	-	-	-	-	-
5050-009-090	Benefits	789	670	1,529	1,625	976	2,479	-
TOTAL PERSONNEL SERVICES		2,139	1,746	3,800	4,125	2,499	6,002	-
<u>OTHER EXPENSES</u>								
5050-009-120	Building/Grounds Maint	145	56	188	200	-	500	-
5050-009-190	Other Equipment Maint	-	-	-	-	-	-	-
5050-009-420	Utilities	1,171	1,218	1,122	1,200	441	951	1,200
TOTAL OTHER EXPENSES		1,315	1,274	1,309	1,400	441	1,451	1,200
TOTAL NORTH PARK		<u>3,455</u>	<u>3,020</u>	<u>5,109</u>	<u>5,525</u>	<u>2,940</u>	<u>7,453</u>	<u>1,200</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>VETERAN'S PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-010-010	Salaries, Regular	56,997	59,106	64,417	65,777	32,089	53,426	-
5050-010-020	Salaries, Part-time	10,786	11,550	14,934	14,000	10,912	12,431	-
5050-010-030	Salaries, Overtime	510	573	239	745	-	-	-
5050-010-090	Benefits	38,142	41,732	47,423	47,698	22,511	43,535	-
TOTAL PERSONNEL SERVICES		106,435	112,961	127,014	128,220	65,513	109,392	-
<u>OTHER EXPENSES</u>								
5050-010-120	Building/Grounds Maint	16,995	14,902	18,324	18,500	12,341	21,413	-
5050-010-230	Professional/Temp Service	5,900	1,350	1,575	1,600	1,275	1,275	1,600
5050-010-260	Rent of Property & Equipment	2,411	-	-	-	-	-	-
5050-010-420	Utilities	71,163	65,009	63,089	65,150	38,995	49,950	67,000
5050-010-430	Uniform Allowance			76	100	57	75	-
5050-010-660	Other Expense	117	18	221	250	155	982	-
TOTAL OTHER EXPENSES		96,585	81,279	83,284	85,600	52,823	73,695	68,600
<u>CAPITAL OUTLAY</u>								
5050-010-730	Other Mach/Equipm (over \$1,000)	4,240	9,567	-	-	-	-	-
TOTAL CAPITAL OUTLAY		4,240	9,567	-	-	-	-	-
TOTAL VETERAN'S PARK		<u>207,261</u>	<u>203,807</u>	<u>210,298</u>	<u>213,820</u>	<u>118,336</u>	<u>183,087</u>	<u>68,600</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>ZALUD PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-011-010	Salaries, Regular	46,525	52,916	59,292	59,778	31,268	60,025	-
5050-011-020	Salaries, Part-time	10,772	11,522	13,942	14,000	6,588	8,003	-
5050-011-030	Salaries, Overtime	178	684	322	425	-	100	-
5050-011-090	Benefits	32,008	37,499	42,391	41,586	21,083	44,025	-
TOTAL PERSONNEL SERVICES		89,483	102,620	115,946	115,789	58,939	112,153	-
<u>OTHER EXPENSES</u>								
5050-011-120	Building/Grounds Maint	11,271	14,428	18,138	18,500	7,514	13,905	-
5050-011-230	Professional/Temp Services	3,500	-	225	500	-	-	500
5050-011-260	Rent of Property & Equipment	597	414	-	-	-	-	-
5050-011-350	Tools/Equipment (under \$1000)	-	-	1,939	2,000	93	942	-
5050-011-420	Utilities	34,181	35,418	38,611	39,000	22,809	35,265	38,480
5050-011-430	Uniform Allowance	-	-	76	100	57	100	-
5050-011-660	Other Expense	24	171	9	100	-	-	-
TOTAL OTHER EXPENSES		49,572	50,431	58,998	60,200	30,472	50,212	38,980
<u>CAPITAL OUTLAY</u>								
5050-011-730	Other Mach/Equip (over \$1,000)	3,280	10,021	-	-	(345)	(345)	-
TOTAL CAPITAL OUTLAY		3,280	10,021	-	-	(345)	(345)	-
TOTAL ZALUD PARK		<u>142,336</u>	<u>163,072</u>	<u>174,944</u>	<u>175,989</u>	<u>89,066</u>	<u>162,020</u>	<u>38,980</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>MAIN STREET</u>								
<u>PERSONNEL SERVICES</u>								
5050-012-010	Salaries, Regular	-	-	544	500	410	525	800
5050-012-030	Overtime	77	-	48	-	-	-	-
5050-012-090	Benefits	39	-	393	350	257	425	470
TOTAL PERSONNEL SERVICES		115	-	986	850	667	950	1,270
<u>OTHER EXPENSES</u>								
5050-012-120	Building/Grounds Maint	6,673	3,507	906	2,200	14	50	1,500
5050-012-230	Professional/Temp Service	22,264	21,148	21,980	22,500	8,889	21,331	23,000
5050-012-420	Utilities	4,915	4,492	3,874	5,000	1,662	3,671	4,600
5050-012-660	Other Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		33,852	29,147	26,760	29,700	10,565	25,052	29,100
TOTAL MAIN STREET		<u>33,967</u>	<u>29,147</u>	<u>27,745</u>	<u>30,550</u>	<u>11,232</u>	<u>26,002</u>	<u>30,370</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>HAYES FIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-013-010	Salaries, Regular	7,583	7,725	7,595	8,000	4,105	7,611	-
5050-013-030	Salaries, Overtime	77	-	-	-	-	-	-
5050-013-090	Benefits	4,569	4,795	4,913	5,000	2,517	5,341	-
TOTAL PERSONNEL SERVICES		12,229	12,520	12,509	13,000	6,622	12,952	-
<u>OTHER EXPENSES</u>								
5050-013-120	Building/Grounds Maint	1,134	4,941	6,301	6,000	50	75	-
5050-013-420	Utilities	19,077	30,029	22,349	23,000	8,690	18,525	23,000
TOTAL OTHER EXPENSES		20,210	34,970	28,650	29,000	8,740	18,600	23,000
TOTAL HAYES FIELD		<u>32,439</u>	<u>47,489</u>	<u>41,159</u>	<u>42,000</u>	<u>15,362</u>	<u>31,552</u>	<u>23,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>WEED ABATEMENT</u>								
<u>PERSONNEL SERVICES</u>								
5050-020-010	Salaries, Regular	20,290	42,463	76,154	98,148	26,176	45,604	48,050
5050-020-020	Salaries, Part-time	33,976	37,838	75,666	75,000	57,102	118,957	136,000
5050-020-030	Salaries, Overtime	-	-	163	-	-	75	-
5050-020-090	Benefits	16,298	35,829	59,279	74,430	24,565	49,027	40,169
TOTAL PERSONNEL SERVICES		70,564	116,130	211,263	247,578	107,843	213,663	224,219
<u>OTHER EXPENSES</u>								
5050-020-110	Vehicle Maintenance	6,640	19,736	42,337	40,000	27,531	49,206	52,000
5050-020-120	Building/Grounds Maint	2,170	9,778	9,326	9,000	1,832	8,638	10,200
5050-020-190	Other Equipment Maint	550	2,583	4,167	4,000	2,032	3,587	4,000
5050-020-230	Professional/Temp Service	-	66	559	-	2,556	7,147	6,700
5050-020-350	Tools/Equipment	3,203	1,831	2,849	3,000	1,421	1,975	3,000
5050-020-420	Utilities	149	456	461	500	370	902	870
5050-020-430	Uniform Allowance	59	116	305	300	569	768	725
5050-020-660	Other Expenses	516	51	244	500	160	1,683	500
TOTAL OTHER EXPENSES		13,288	34,618	60,249	57,300	36,471	73,906	77,995
<u>CAPITAL OUTLAY</u>								
5050-020-720	Automotive Equipment	-	35,881	-	-	-	-	-
5050-020-730	Other Mach/Equip (over \$1,000)	110,046	-	87,590	-	-	-	-
TOTAL CAPITAL OUTLAY		110,046	35,881	87,590	-	-	-	-
TOTAL WEED ABATEMENT		193,898	186,630	359,102	304,878	144,314	287,569	302,214

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>STREET TREES/PARKWAYS</u>								
<u>PERSONNEL SERVICES</u>								
5050-025-010	Salaries, Regular	-	-	347	1,000	2,744	6,092	29,450
5050-025-020	Salaries, Part-time	70	-	-	-	-	-	-
5050-025-030	Salaries, Overtime	77	1,209	308	1,558	196	370	450
5050-025-090	Benefits	70	654	390	1,150	1,778	4,827	21,600
TOTAL PERSONNEL SERVICES		217	1,862	1,046	3,708	4,718	11,289	51,500
<u>OTHER EXPENSES</u>								
5050-025-110	Vehicle Maintenance	55,480	45,948	64,649	65,000	30,376	65,444	70,720
5050-025-120	Building/Grounds Maint	374	5,285	243	2,500	670	748	4,000
5050-025-190	Other Equipment Maint	11,700	9,964	15,344	15,000	8,109	14,933	18,720
5050-025-230	Professional/Temp Service	20	4,500	-	30,390	-	2,500	15,000
5050-025-350	Tools/Equipment under \$1000	804	-	974	1,000	-	95	2,360
5050-025-430	Uniform Allowance	230	234	226	288	97	306	-
TOTAL OTHER EXPENSES		68,609	65,932	81,436	114,178	39,252	84,026	110,800
TOTAL STREET TREES/PARKWAYS		<u>68,826</u>	<u>67,794</u>	<u>82,482</u>	<u>117,886</u>	<u>43,970</u>	<u>95,315</u>	<u>162,300</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>BARN THEATRE</u>								
<u>PERSONNEL SERVICES</u>								
5050-031-010	Salaries, Regular	3,867	3,436	3,483	4,000	2,370	3,980	4,000
5050-031-090	Benefits	2,285	2,136	2,311	2,500	1,510	2,848	2,900
TOTAL PERSONNEL SERVICES		6,152	5,571	5,794	6,500	3,880	6,828	6,900
<u>OTHER EXPENSES</u>								
5050-031-120	Building/Grounds Maint	40	-	15	400	-	-	-
5050-031-230	Professional/Temp Service	-	-	-	550	-	-	-
5050-031-420	Utilities	2,668	2,422	1,967	2,500	1,533	2,151	2,500
TOTAL OTHER EXPENSES		2,708	2,422	1,983	3,450	1,533	2,151	2,500
TOTAL BARN THEATRE		<u>8,859</u>	<u>7,993</u>	<u>7,777</u>	<u>9,950</u>	<u>5,413</u>	<u>8,979</u>	<u>9,400</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>MEDIANS</u>								
<u>PERSONNEL SERVICES</u>								
5050-034-010	Salaries, Regular	32,253	32,148	36,370	40,234	8,303	25,106	-
5050-034-020	Salaries, Part-time	-	-	-	-	-	-	-
5050-034-030	Salaries, Overtime	154	78	646	551	-	-	-
5050-034-090	Benefits	22,665	23,577	26,736	30,183	5,251	21,292	-
TOTAL PERSONNEL SERVICES		55,072	55,803	63,751	70,968	13,553	46,398	-
<u>OTHER EXPENSES</u>								
5050-034-110	Vehicle Maintenance	-	-	595	600	-	-	-
5050-034-120	Building/Grounds Maint	2,786	4,715	7,154	7,000	1,600	2,643	-
5050-034-190	Other Equipment Maintenance	90	505	120	200	735	1,821	-
5050-034-230	Professional/Temp Service	3,192	2,851	3,053	3,638	1,230	2,952	3,175
5050-034-340	Maint and Repair Material	163	-	-	-	-	-	-
5050-034-350	Tools/Equipment (under \$1000)	2,538	5,640	817	1,500	859	1,129	-
5050-034-420	Utilities	24,980	27,529	27,731	28,000	9,597	22,388	29,120
TOTAL OTHER EXPENSES		33,749	41,240	39,470	40,938	14,022	30,933	32,295
TOTAL MEDIANS		<u>88,821</u>	<u>97,043</u>	<u>103,221</u>	<u>111,906</u>	<u>27,575</u>	<u>77,331</u>	<u>32,295</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>MONUMENT MEDIAN</u>								
<u>PERSONNEL SERVICES</u>								
5050-035-010	Salaries, Regular	-	1,982	6,002	6,000	28	75	-
5050-035-090	Benefits	-	1,078	3,411	3,900	18	40	-
TOTAL PERSONNEL SERVICES		-	3,060	9,413	9,900	47	115	-
<u>OTHER EXPENSES</u>								
5050-035-120	Building/Grounds Maint	11	-	-	-	-	-	-
TOTAL OTHER EXPENSES		11	-	-	-	-	-	-
TOTAL MEDIANS		<u>11</u>	<u>3,060</u>	<u>9,413</u>	<u>9,900</u>	<u>47</u>	<u>115</u>	<u>-</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
SPORTS COMPLEX								
PERSONNEL SERVICES								
5050-036-010	Salaries, Regular	73,257	81,565	74,888	85,496	27,964	65,897	-
5050-036-020	Salaries, Part-time	14,008	11,830	13,160	14,000	5,146	5,601	-
5050-036-030	Salaries, Overtime	204	139	484	300	76	100	-
5050-036-090	Benefits	49,737	56,831	52,956	61,160	18,740	50,423	-
TOTAL PERSONNEL SERVICES		137,206	150,365	141,488	160,956	51,926	122,021	-
OTHER EXPENSES								
5050-036-110	Vehicle Maintenance	20,770	23,996	22,074	22,500	20,910	37,271	-
5050-036-120	Building/Grounds Maint	18,392	16,377	25,492	18,000	16,877	24,996	-
5050-036-130	Turf Maintenance	2,410	-	183	10,744	550	650	10,000
5050-036-190	Other Equipment Maintenance	2,623	2,272	3,795	3,800	1,339	4,016	-
5050-036-230	Professional/Temp Services	3,234	2,335	2,890	2,892	1,645	2,535	2,800
5050-036-260	Rent of Property and Equipment	665	-	570	1,798	-	5,557	-
5050-036-350	Tools/Equipment (under \$1,000)	2,836	443	267	2,000	723	1,101	-
5050-036-420	Utilities	128,544	117,814	127,624	135,213	73,297	101,587	175,400
5050-036-430	Uniform Allowance	419	455	521	500	239	518	-
5050-036-660	Other Expenses	-	-	9	100	-	-	-
TOTAL OTHER EXPENSES		179,893	163,691	183,426	197,547	115,580	178,231	188,200
TOTAL SPORTS COMPLEX		317,099	314,055	324,914	358,503	167,506	300,252	188,200

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>CITY HALL</u>								
<u>PERSONNEL SERVICES</u>								
5050-040-010	Salaries, Regular	33,073	32,836	31,496	36,822	9,038	26,985	32,354
5050-040-030	Salaries, Overtime	1,325	628	693	500	38	76	400
5050-040-090	Benefits	21,539	22,450	23,022	27,179	5,092	20,221	27,429
TOTAL PERSONNEL SERVICES		55,937	55,913	55,211	64,501	14,168	47,282	60,183
<u>OTHER EXPENSES</u>								
5050-040-120	Building/Grounds Maint	55,778	16,603	53,440	55,000	28,639	46,187	52,000
5050-040-190	Other Equipment Maint	2,194	2,538	3,139	3,000	3,611	6,168	3,000
5050-040-230	Professional/Temp Service	10,552	9,829	9,032	9,000	4,034	9,041	10,500
5050-040-350	Tools/Equipment	764	570	721	1,000	708	800	850
5050-040-420	Utilites	334	912	1,064	1,100	446	912	1,000
5050-040-660	Other Expenses	13	13	-	-	-	-	-
TOTAL OTHER EXPENSES		69,636	30,465	67,397	69,100	37,438	63,108	67,350
<u>CAPITAL OUTLAY</u>								
5050-040-730	Other Mach/Equipm (over \$1,000)	4,836	-	-	-	-	4,900	-
TOTAL CAPITAL OUTLAY		4,836	-	-	-	-	4,900	-
TOTAL CITY HALL		<u>130,409</u>	<u>86,379</u>	<u>122,609</u>	<u>133,601</u>	<u>51,606</u>	<u>115,290</u>	<u>127,533</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>RAILS TO TRAILS</u>								
<u>PERSONNEL SERVICES</u>								
5050-041-010	Salaries, Regular	8,626	9,136	7,927	9,500	3,436	6,403	8,000
5050-041-030	Overtime	77	-	-	-		-	-
5050-041-090	Benefits	5,133	5,715	5,060	6,000	2,285	4,901	5,300
TOTAL PERSONNEL SERVICES		13,836	14,851	12,987	15,500	5,721	11,304	13,300
<u>OTHER EXPENSES</u>								
5050-041-120	Building/Grounds Maint	7,373	3,143	10,538	10,602	79	330	5,000
5050-041-420	Utilities	4,671	2,662	2,576	2,700	956	2,553	2,808
5050-041-610	Weed Abatement	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		12,044	5,804	13,114	13,302	1,035	2,883	7,808
TOTAL RAILS TO TRAILS		<u>25,880</u>	<u>20,656</u>	<u>26,101</u>	<u>28,802</u>	<u>6,756</u>	<u>14,187</u>	<u>21,108</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>BURTON BALLFIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-062-020	Salaries, Part-time	-	648	54	600	192	448	-
5050-062-030	Salaries, Overtime	-	78	-	-	-	-	-
5050-062-090	Benefits	-	49	1	48	4	9	-
TOTAL PERSONNEL SERVICES		-	776	55	648	196	457	-
<u>OTHER EXPENSES</u>								
5050-062-120	Building/Grounds Maint	-	1,087	572	600	-	1,352	-
5050-062-420	Utilities	-	-	-	-	-	4,079	10,500
TOTAL OTHER EXPENSES		-	1,087	572	600	-	5,431	10,500
TOTAL BURTON BALLFIELD		<u>-</u>	<u>1,863</u>	<u>627</u>	<u>1,248</u>	<u>196</u>	<u>5,888</u>	<u>10,500</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>OHV PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-065-010	Salaries, Regular	-	-	-	-	102	102	-
5050-065-090	Benefits	-	-	-	-	58	58	-
TOTAL PERSONNEL SERVICES		-	-	-	-	160	160	-
<u>OTHER EXPENSES</u>								
5050-065-110	Vehicle Maintenance	19,369	31,369	45,336	4,000	20,624	24,377	-
5050-065-120	Building/Grounds Maint	11,101	16,645	15,933	1,000	159	159	-
5050-065-190	Other Equipment Maint	926	-	1,615	3,000	-	-	-
5050-065-230	Professional/Temp Service	67,610	47,860	42,360	-	90	450	-
5050-065-260	Rent of Property & Equipmt	19,950	1,100	1,419	-	4,954	4,954	-
5050-065-350	Tools/Equipment (under \$1,000)	-	-	608	4,000	-	-	-
5050-065-420	Utilities	26,758	24,995	21,277	-	6,888	9,984	-
5050-065-560	Insurance Premium	12,435	11,655	12,093	-	-	-	-
5050-065-660	Other Expense	93	175	-	-	-	-	-
TOTAL OTHER EXPENSES		158,242	133,799	140,642	12,000	32,715	39,924	-
<u>CAPITAL OUTLAY</u>								
5050-065-720	Automobile Equipment (over \$1,000)	-	84,150	-	-	-	-	-
5050-065-730	Other Mach/Equip (over \$1,000)	75,001	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		75,001	84,150	-	-	-	-	-
TOTAL OHV PARK		<u>233,243</u>	<u>217,949</u>	<u>140,642</u>	<u>12,000</u>	<u>32,874</u>	<u>40,084</u>	<u>-</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>TULE RIVER PARKWAY</u>								
<u>PERSONNEL SERVICES</u>								
5050-085-010	Salaries, Regular	10,187	11,516	6,975	10,000	7,616	18,719	17,000
5050-085-090	Benefits	5,945	7,276	4,721	6,500	4,698	13,723	11,200
TOTAL PERSONNEL SERVICES		16,132	18,791	11,695	16,500	12,314	32,442	28,200
<u>OTHER EXPENSES</u>								
5050-085-120	Building/Grounds Maint	5,661	12,570	8,526	10,085	4,307	7,471	8,500
5050-085-260	Rent of Property & Equipment	-	-	176	200	97	243	200
5050-085-340	Maint and Repair Material	116	-	-	100	-	-	-
5050-085-350	Tools/Equipment (under \$1,000)	148	190	49	100	482	632	300
5050-085-420	Utilities	6,700	6,224	8,854	9,000	2,204	5,579	9,000
TOTAL OTHER EXPENSES		12,625	18,984	17,605	19,485	7,090	13,925	18,000
TOTAL TULE RIVER PARKWAY		<u>28,757</u>	<u>37,775</u>	<u>29,301</u>	<u>35,985</u>	<u>19,404</u>	<u>46,367</u>	<u>46,200</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
FALLEN HEROES PARK								
PERSONNEL SERVICES								
5050-090-010	Salaries, Regular	22,245	18,880	24,716	25,000	13,014	27,012	-
5050-090-020	Salaries, Part-time	-	-	1,349	1,050	2,077	2,804	-
5050-090-030	Salaries, Overtime	231	78	232	350	76	76	-
5050-090-090	Benefits	13,433	12,019	17,274	17,450	9,145	21,222	-
TOTAL PERSONNEL SERVICES		35,908	30,977	43,570	43,850	24,312	51,114	-
OTHER EXPENSES								
5050-090-120	Building/Grounds Maintenance	6,939	11,913	12,082	12,500	6,954	12,964	-
5050-090-230	Professional/Temp Service	-	-	2,000	-	-	-	-
5050-090-350	Tools/Equipment (under \$1000)	-	-	177	200	66	200	-
5050-090-420	Utilities	12,222	14,148	11,442	15,240	11,659	16,058	17,000
5050-090-430	Uniform Allowance	-	-	76	100	57	100	-
5050-090-660	Other Expenses	-	-	9	100	-	33	-
TOTAL OTHER EXPENSES		19,160	26,061	25,786	28,140	18,735	29,355	17,000
CAPITAL OUTLAY								
5050-090-730	Other Mach/Equip (over \$1,000)	-	-	2,679	-	-	2,049	-
TOTAL CAPITAL OUTLAY		-	-	2,679	-	-	2,049	-
TOTAL FALLEN HEROES PARK		55,068	57,038	72,035	71,990	43,048	80,469	17,000

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>CENTENNIAL PLAZA</u>								
<u>PERSONNEL SERVICES</u>								
5050-091-010	Salaries, Regular	6,167	11,331	11,656	11,500	8,719	17,885	18,500
5050-091-030	Salaries, Overtime	58	340	-	-	-	-	-
5050-091-090	Benefits	3,671	7,550	8,145	8,550	6,124	14,372	13,000
TOTAL PERSONNEL SERVICES		9,896	19,222	19,800	20,050	14,843	32,257	31,500
<u>OTHER EXPENSES</u>								
5050-091-120	Building/Grounds Maintenance	1,464	9,083	11,730	12,000	7,294	10,939	11,650
5050-091-190	Other Equipment Maintenance	32	939	127	-	249	300	300
5050-091-230	Professional/Temporary Service	3,082	3,201	45,149	45,000	2,632	10,054	7,000
5050-091-260	Rent of Property & Equipment	-	-	-	-	-	-	-
5050-091-420	Utilities	12,686	15,332	12,840	13,554	5,247	13,958	13,550
5050-091-430	Uniform Allowance	-	-	76	100	-	-	-
5050-091-660	Other Expenses	-	-	-	-	48	48	-
TOTAL OTHER EXPENSES		17,265	28,554	69,922	70,654	15,469	35,299	32,500
TOTAL CENTENNIAL PLAZA		<u>27,160</u>	<u>47,777</u>	<u>89,722</u>	<u>90,704</u>	<u>30,311</u>	<u>67,556</u>	<u>64,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2024/25

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2020/21 ACTUAL</u>	<u>FY 2021/22 ACTUAL</u>	<u>FY 2022/23 ACTUAL</u>	<u>FY 2023/24 BUDGET</u>	<u>Y-T-D 31-Dec-23</u>	<u>PROJECTED 30-Jun-24</u>	<u>PROPOSED FY 2024/25 BUDGET</u>
<u>SANTA FE DEPOT</u>								
<u>PERSONNEL SERVICES</u>								
5050-092-010	Salaries, Regular	4,000	4,621	5,130	5,600	2,979	5,699	6,000
5050-092-020	Salaries, Part-time	3,988	147	111	500	64	160	250
5050-092-090	Benefits	2,542	2,942	3,450	3,500	2,012	4,280	4,260
TOTAL PERSONNEL SERVICES		10,529	7,710	8,691	9,600	5,055	10,139	10,510
<u>OTHER EXPENSES</u>								
5050-092-120	Building/Grounds Maintenance	-	87	793	1,000	-	-	500
5050-092-420	Utilities	2,791	(1,363)	-	-	-	-	-
TOTAL OTHER EXPENSES		2,791	(1,275)	793	1,000	-	-	500
TOTAL SANTA FE DEPOT		<u>13,320</u>	<u>6,434</u>	<u>9,484</u>	<u>10,600</u>	<u>5,055</u>	<u>10,139</u>	<u>11,010</u>

LEISURE SERVICES

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LEISURE SERVICES								
PERSONNEL SERVICES								
5050-050-010	Salaries, Regular	228,060	207,994	233,640	256,474	109,681	216,696	256,288
5050-050-020	Salaries, Part-time	-	140	180	200	450	450	400
5050-050-090	Benefits	117,470	114,456	128,839	142,673	56,830	133,981	148,742
TOTAL PERSONNEL SERVICES		345,530	322,590	362,659	399,347	166,961	351,127	405,430
OTHER EXPENSES								
5050-050-110	Vehicle Maintenance	18,340	14,637	2,739	11,200	3,917	7,244	9,000
5050-050-120	Building/Grounds Maint	104	361	122	200	-	-	100
5050-050-140	Computer Equipment Maint	4,143	4,343	5,687	6,690	1,147	5,659	6,800
5050-050-190	Other Equipment Maint	8,404	10,954	11,819	12,000	5,630	11,173	12,000
5050-050-210	Advertising	443	245	75	500	494	594	600
5050-050-220	Printing/Copying	137	85	90	250	301	301	250
5050-050-230	Professional/Temp Services	6,153	4,029	1,090	2,000	294	530	1,500
5050-050-260	Rent of Property & Equipmt	1,716	310	464	1,000	-	-	800
5050-050-320	Office/Computer Supplies	2,712	2,571	2,187	2,500	1,010	2,046	2,500
5050-050-350	Tools/Equipment (under \$1,000)	-	2,696	905	1,000	-	1,812	1,000
5050-050-420	Utilities	1,517	1,388	1,887	2,000	1,874	3,045	3,250
5050-050-450	Publication and Dues	1,141	2,034	1,221	1,500	602	3,049	3,000
5050-050-460	Postage	429	170	191	500	59	131	300
5050-050-660	Other Expense	42	468	200	250	882	1,190	590
TOTAL OTHER EXPENSES		45,280	44,291	28,678	41,590	16,210	36,774	41,690
CAPITAL OUTLAY								
5050-050-740	Computer Equipment (over \$1000)			1,132	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	1,132	-	-	-	-
TOTAL LEISURE SERVICES		390,810	366,882	392,469	440,937	183,171	387,901	447,120

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LEISURE SVCS SPEC PROGS								
PERSONNEL SERVICES								
5050-055-010	Salaries, Regular	111,672	102,083	102,536	140,113	68,515	144,215	161,255
5050-055-020	Salaries, Part-time	13,504	18,454	38,711	40,000	24,295	42,065	45,000
5050-055-090	Benefits	69,669	68,265	72,257	96,354	48,128	113,072	112,438
TOTAL PERSONNEL SERVICES		194,845	188,802	213,504	276,467	140,938	299,352	318,693
OTHER EXPENSES								
5050-055-120	Building/Grounds Maintenance	-	185	22	100	-	12	-
5050-055-140	Computer Equipment Maint	3,477	3,212	3,373	4,485	-	3,541	4,000
5050-055-190	Other Equipment Maint	-	316	1,861	2,000	599	1,216	1,400
5050-055-210	Advertising	49	-	580	1,000	390	390	400
5050-055-220	Printing/Copying	24	279	757	800	-	100	400
5050-055-230	Professional/Temp Service	1,081	5,136	19,369	20,000	11,087	18,028	20,000
5050-055-260	Rent of Property & Equipmt	1,418	2,145	10,310	10,500	600	900	10,500
5050-055-320	Office/Computer Supplies	-	255	386	150	-	-	-
5050-055-350	Tools/Equipment (under \$1000)	6,101	17,803	14,574	18,000	8,236	12,067	15,000
5050-055-410	Meeting Expense	65	-	-	400	80	143	200
5050-055-420	Utilities	-	295	-	-	-	-	-
5050-055-430	Uniform Allowance	5,600	34,928	50,483	50,000	32,280	55,678	52,000
5050-055-440	Training Expense	-	-	469	1,000	45	1,060	1,000
5050-055-460	Postage	-	16	76	100	97	120	100
5050-055-490	Consumables	14	2,095	2,995	3,500	858	2,023	3,000
5050-055-660	Other Expense	9,652	14,652	21,040	23,000	16,755	23,024	28,000
TOTAL OTHER EXPENSES		27,481	81,317	126,296	135,035	71,027	118,302	136,000
TOTAL LEISURE SVCS SPEC PROGS		222,326	270,118	339,800	411,502	211,964	417,654	454,693

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>REC AFTERSCHOOL PROG-RAP</u>								
<u>PERSONNEL SERVICES</u>								
5050-056-010	Salaries, Regular	1,114	9,694	15,322	-	-	-	-
5050-056-020	Salaries, Part-time	129	106,187	124,508	-	691	691	-
5050-056-090	Benefits	771	10,124	15,849	-	207	207	-
TOTAL PERSONNEL SERVICES		2,014	126,004	155,679	-	898	898	-
<u>OTHER EXPENSES</u>								
5050-056-220	Printing/Copying	13	79	-	-	-	-	-
5050-056-230	Professional/Temp Service	32	178	257	-	9	9	-
5050-056-320	Office/Computer Supplies	-	744	1,346	-	-	-	-
5050-056-410	Meeting Expense	-	60	-	-	-	-	-
5050-056-420	Utilities	-	1,464	1,781	-	10	10	-
5050-056-430	Uniform Allowance	-	-	608	-	-	-	-
5050-056-440	Training Expense	-	322	45	-	-	-	-
5050-056-490	Consumables	-	4,490	5,500	-	-	-	-
5050-056-660	Other Expense	1,963	1,572	216	-	-	-	-
TOTAL OTHER EXPENSES		2,009	8,909	9,753	-	19	19	-
TOTAL REC AFTERSCHOOL PROG-RAP		<u>4,022</u>	<u>134,913</u>	<u>165,432</u>	<u>-</u>	<u>917</u>	<u>917</u>	<u>-</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>ADVENTURE DAY CAMP</u>								
<u>PERSONNEL SERVICES</u>								
5050-059-010	Salaries, Regular	1,715	-	1,299	2,000	1,561	1,561	2,000
5050-059-020	Salaries, Part-time	10,655	45	9,978	12,500	7,505	7,505	8,000
5050-059-090	Benefits	1,726	1	1,084	1,700	1,149	1,149	1,200
TOTAL PERSONNEL SERVICES		14,096	46	12,362	16,200	10,215	10,215	11,200
<u>OTHER EXPENSES</u>								
5050-059-220	Printing/Copying	5	-	-	-	-	-	-
5050-059-230	Professional/Temp Service	275	32	-	500	-	-	675
5050-059-260	Rent of Property & Equipment	-	-	-	500	-	-	750
5050-059-430	Uniform Allowance	-	-	-	100	-	-	150
5050-059-660	Other Expense	450	44	460	1,175	148	148	700
TOTAL OTHER EXPENSES		729	76	460	2,275	148	148	2,275
TOTAL ADVENTURE DAY CAMP		<u>14,825</u>	<u>122</u>	<u>12,822</u>	<u>18,475</u>	<u>10,363</u>	<u>10,363</u>	<u>13,475</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>Y.E.S. GRANT-ELEMENTARY</u>								
<u>PERSONNEL SERVICES</u>								
5050-063-010	Salaries, Regular	68,055	60,201	57,687	8,835	12,127	12,127	-
5050-063-020	Salaries, Part-time	1,317,905	1,367,177	1,403,870	-	62,362	62,362	-
5050-063-090	Benefits	143,016	129,159	118,148	5,809	11,702	11,702	-
TOTAL PERSONNEL SERVICES		1,528,976	1,556,537	1,579,705	14,644	86,192	86,191	-
<u>OTHER EXPENSES</u>								
5050-063-220	Printing/Copying	184	53	-	-	-	-	-
5050-063-230	Professional/Temp Service	2,101	4,201	3,195	-	63	63	-
5050-063-660	Other Expense	223	105	127	-	-	-	-
TOTAL OTHER EXPENSES		2,509	4,359	3,322	-	63	63	-
TOTAL Y.E.S. GRANT-ELEMENTARY		<u>1,531,485</u>	<u>1,560,896</u>	<u>1,583,027</u>	<u>14,644</u>	<u>86,255</u>	<u>86,254</u>	<u>-</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>Y.E.S. GRANT-JR HIGH</u>								
<u>PERSONNEL SERVICES</u>								
5050-064-010	Salaries, Regular	16,329	15,371	21,014	2,847	3,287	3,287	-
5050-064-020	Salaries, Part-time	203,597	249,192	274,133	-	24,594	24,594	-
5050-064-090	Benefits	17,615	19,638	25,126	1,868	3,080	3,080	-
TOTAL PERSONNEL SERVICES		237,541	284,202	320,272	4,715	30,960	30,961	-
<u>OTHER EXPENSES</u>								
5050-064-230	Professional/Temp Service	394	119	38	-	11	11	-
5050-064-660	Other Expense	-	96	14	-	-	-	-
TOTAL OTHER EXPENSES		394	215	52	-	11	11	-
TOTAL Y.E.S. GRANT-JR HIGH		<u>237,935</u>	<u>284,417</u>	<u>320,324</u>	<u>4,715</u>	<u>30,971</u>	<u>30,972</u>	<u>-</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>TINY TOTS</u>								
<u>PERSONNEL SERVICES</u>								
5050-068-020	Salaries, Part-time	-	224	-	-	-	-	-
5050-068-090	Benefits	62	140	-	-	-	-	-
TOTAL PERSONNEL SERVICES		62	364	-	-	-	-	-
<u>OTHER EXPENSES</u>								
5050-068-660	Other Expense	1	31	-	-	-	-	-
TOTAL OTHER EXPENSES		1	31	-	-	-	-	-
TOTAL TINY TOTS		<u>62</u>	<u>396</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

SWIMMING POOL

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SWIMMING POOL
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>SWIMMING POOL</u>								
<u>PERSONNEL SERVICES</u>								
5050-060-010	Salaries, Regular	-	1,342	596	1,000	762	1,452	1,700
5050-060-020	Salaries, Part-time	86,226	103,299	133,129	135,000	83,203	134,819	140,000
5050-060-030	Salaries, Overtime	1,015	2,671	1,443	2,000	740	740	1,500
5050-060-090	Benefits	3,846	5,359	5,886	6,000	3,967	6,434	6,100
TOTAL PERSONNEL SERVICES		91,086	112,670	141,054	144,000	88,673	143,445	149,300
<u>OTHER EXPENSES</u>								
5050-060-120	Building/Grounds Maint	38,164	33,940	64,491	65,000	24,539	62,750	64,000
5050-060-190	Other Equipment Maint	45	6,784	2,539	2,500	5,047	5,100	4,000
5050-060-220	Printing/Copying	52	6	-	50	-	-	-
5050-060-230	Professional/Temp Service	1,771	3,095	2,014	2,000	473	1,638	2,000
5050-060-260	Rent of Property & Equipmt	120	-	-	-	-	-	-
5050-060-350	Tools/Equipment (under \$1,000)	975	-	2,288	3,000	1,997	3,187	2,500
5050-060-410	Meeting Expense	-	-	-	-	254	375	300
5050-060-420	Utilities	25,714	27,026	34,986	35,000	14,488	37,526	35,000
5050-060-430	Uniform Allowance	505	721	1,210	1,500	-	1,184	1,500
5050-060-490	Pool Concessions	-	-	164	200	-	-	200
5050-060-520	Insurance, Liability	2,700	2,700	2,700	3,782	1,892	3,782	3,782
5050-060-660	Other Expense	277	2,052	1,661	1,800	200	1,600	1,550
TOTAL OTHER EXPENSES		70,323	76,324	112,053	114,832	48,891	117,142	114,832
<u>CAPITAL OUTLAY</u>								
5050-060-730	Other Mach/Equip (over \$1,000)	6,497	7,917	-	-	3,232	3,232	-
TOTAL CAPITAL OUTLAY		6,497	7,917	-	-	3,232	3,232	-
TOTAL SWIMMING POOL		<u>167,906</u>	<u>196,912</u>	<u>253,107</u>	<u>258,832</u>	<u>140,795</u>	<u>263,819</u>	<u>264,132</u>

LIBRARY

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LIBRARY
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
LIBRARY								
<u>PERSONNEL SERVICES</u>								
5050-080-010	Salaries, Regular	353,552	317,535	306,800	425,393	164,880	317,545	414,275
5050-080-020	Salaries, Part-time	-	-	-	-	-	-	-
5050-080-030	Salaries, Overtime	-	73	82	-	-	-	-
5050-080-090	Benefits	199,552	191,263	188,934	270,994	96,329	207,529	286,629
TOTAL PERSONNEL SERVICES		553,104	508,871	495,816	696,387	261,209	525,074	700,904
<u>OTHER EXPENSES</u>								
5050-080-120	Building/Grounds Maint	177	776	7,596	7,500	6,350	9,743	9,000
5050-080-140	Computer Maintenance	2,947	744	1,614	1,650	921	1,842	2,000
5050-080-190	Other Equipment Maint	26	-	195	1,000	55	438	250
5050-080-210	Advertising	2,042	6,397	3,290	5,000	-	250	2,500
5050-080-220	Printing/Copying	1,099	932	686	1,500	544	2,204	1,600
5050-080-230	Professional/Temp Service	1,462	1,615	34,844	25,000	9,641	21,721	25,000
5050-080-260	Rent of Property & Equipmt	-	-	-	2,000	-	-	-
5050-080-320	Office/Computer Supplies	2,345	1,221	6,902	4,500	2,742	6,413	3,500
5050-080-330	Janitorial Supplies	-	23	-	1,500	-	-	500
5050-080-350	Tools/Equipment (under \$1000)	556	533	208	1,000	459	3,655	1,000
5050-080-360	Library Books	(19)	3,150	5,603	50,000	7,788	14,503	50,000
5050-080-410	Meeting Expense	-	658	1,582	1,000	909	1,721	1,800
5050-080-420	Utilities	3,824	11,158	17,685	25,000	12,447	24,118	26,500
5050-080-430	Uniform Allowance	-	325	292	500	-	-	500
5050-080-440	Training Expense	-	761	-	2,000	281	1,047	2,000
5050-080-450	Publication and Dues	1,165	701	30,412	30,000	26,470	28,874	33,000
5050-080-460	Postage	147	454	35	100	12	21	100
5050-080-490	Donations	200	-	44	-	-	-	-
5050-080-520	Insurance, Liability	11,500	11,500	11,500	16,108	8,056	16,108	16,108
5050-080-660	Other Expense	151	1,368	1,182	1,700	412	1,189	1,700
TOTAL OTHER EXPENSES		27,621	42,315	123,670	177,058	77,087	133,847	177,058
<u>CAPITAL OUTLAY</u>								
5050-080-730	Other Mach/Equipment (over \$1,000)	44,076	24,686	1,363	-	-	-	-
TOTAL CAPITAL OUTLAY		44,076	24,686	1,363	-	-	-	-
TOTAL LIBRARY		624,800	575,872	620,849	873,445	338,296	658,921	877,962

HOMELESS ENCAMPMENTS

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
HOMELESS ENCAMPMENTS
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>HOMELESS ENCAMPMENTS</u>								
<u>PERSONNEL SERVICES</u>								
5050-096-010	Salaries, Regular	-	-	-	-	-	-	52,860
5050-096-020	Salaries, Part-time	-	-	-	-	-	-	65,280
5050-096-090	Benefits	-	-	-	-	-	-	41,524
TOTAL PERSONNEL SERVICES		-	-	-	-	-	-	159,664
<u>OTHER EXPENSES</u>								
5050-096-110	Vehicle Maintenance	-	-	-	-	-	-	40,000
5050-096-120	Building/Grounds Maint	-	-	-	-	-	-	11,000
5050-096-190	Other Equipment Maint	-	-	-	-	-	-	6,000
5050-096-350	Tool/Equipment (under \$1,000)	-	-	-	-	-	-	3,000
5050-096-430	Uniform Allowance	-	-	-	-	-	-	3,500
5050-096-440	Training Expense	-	-	-	-	-	-	3,000
5050-096-660	Other Expense	-	-	-	-	-	-	1,500
TOTAL OTHER EXPENSES		-	-	-	-	-	-	68,000
<u>CAPITAL OUTLAY</u>								
5050-096-730	Other Mach/Equipment (over \$1000)	-	-	-	-	-	-	77,000
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	77,000
TOTAL HOMELESS ENCAMPMENTS		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>304,664</u>

MEASURE H

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE H
FISCAL YEAR 2024/25**

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
PUBLIC SAFETY SALES TAX FUND								
004 4210	Transfers from Other Funds	-	-	-	-	-	-	-
004 4220	Transfer to Other Funds	(168,349)	(16,816)	(41,705)	(540,000)	(110,168)	(547,707)	(65,000)
004 4011	Sales Tax - Measure H	4,906,981	5,286,856	5,489,744	5,350,000	1,770,620	5,513,352	5,481,683
004 4516	State Grants	-	-	6,374	-	-	-	-
004 4601	Interest on Investments	11,037	29,771	87,201	60,000	56,970	78,941	80,000
004 4811	Police Services	30,156	3,209	5,618	5,000	1,672	3,345	4,000
004 4812	Police Cost Recoveries	30,105	62,199	67,045	68,000	67,045	67,045	60,000
004 4994	Contributions	-	3,500	2,400	2,500	-	-	-
TOTAL REVENUE		4,978,279	5,385,535	5,658,382	5,485,500	1,896,308	5,662,683	5,625,683

END

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE H
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-005-010	Salaries, Regular	898,847	843,733	913,489	981,040	456,143	920,200	1,120,928
5020-005-020	Salaries, Part-time	2,742	-	-	-	-	-	-
5020-005-030	Salaries, Overtime	51,342	107,047	135,937	85,000	80,610	138,469	107,000
5020-005-090	Benefits	520,456	508,377	483,345	552,705	237,170	438,193	656,983
TOTAL PERSONNEL SERVICES		1,473,387	1,459,157	1,532,771	1,618,745	773,923	1,496,862	1,884,911
OTHER OPERATING COSTS								
5020-005-110	Vehicle Maintenance	171,539	140,454	165,661	166,000	86,297	164,833	167,000
5020-005-120	Building/Grounds Maint	2,595	2,980	6,222	6,500	1,542	2,188	6,000
5020-005-140	Computer Equipment Maintenance	5,538	7,687	11,417	13,500	8,140	19,843	13,500
5020-005-190	Other Equipment Maint	434	385	1,392	1,500	-	809	3,000
5020-005-220	Printing/Copying	3,388	1,829	2,920	3,000	981	2,679	3,000
5020-005-230	Professional/Temp Service	45,484	30,599	37,833	42,000	11,687	47,868	40,000
5020-005-260	Rent of Property & Equipment	10,000	40,000	20,000	25,000	2,351	22,350	29,000
5020-005-320	Office/Computer Supplies	4,030	4,179	4,348	5,300	1,561	4,692	4,500
5020-005-350	Tools/Equipment (under \$1,000)	4,167	2,963	7,656	7,500	773	4,342	6,000
5020-005-410	Meeting Expense	19	207	142	150	57	191	150
5020-005-420	Utilities	11,386	17,491	9,877	15,000	4,261	9,497	10,000
5020-005-430	Uniform Allowance	8,610	5,056	5,613	5,600	6,231	8,962	5,000
5020-005-440	Training Expense	8,440	8,163	10,999	12,000	6,257	20,446	12,000
5020-005-450	Publications & Dues	480	504	590	600	1,442	2,193	600
5020-005-460	Postage	-	-	-	-	-	-	-
5020-005-470	Range Expense	1,452	1,198	1,907	2,000	1,911	2,525	2,500
5020-005-480	Firearms Expense	7,118	3,016	3,479	4,000	2,848	7,137	4,000
5020-005-490	Investigation Costs	-	244	625	600	49	500	500
5020-005-660	Other Expense	362	12,087	3,446	3,500	601	2,100	3,000
TOTAL OTHER EXPENSES		285,042	279,041	294,126	313,750	136,991	323,155	309,750
CAPITAL OUTLAY								
5020-005-730	Other Mach/Equip (over \$1,000)	501	144,476	40,939	41,000	985	42,507	42,000
5020-005-740	Computer Equipment (over \$1,000)	4,655	562	2,374	-	1,313	1,561	-
TOTAL CAPITAL OUTLAY		5,156	145,038	43,313	41,000	2,298	45,000	42,000
TOTAL MEASURE H POLICE		1,763,586	1,883,236	1,870,210	1,973,495	913,212	1,865,017	2,236,661

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE H
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>FIRE DEPARTMENT</u>								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	853,575	893,113	955,746	1,067,312	502,810	1,055,351	1,072,608
5021-001-020	Salaries, Part-time	-	-	-	-	-	-	-
5021-001-030	Salaries, Overtime	189,236	230,520	308,481	150,000	90,534	157,909	180,000
5021-001-090	Benefits	607,729	570,982	636,848	672,411	347,807	669,197	739,682
TOTAL PERSONNEL SERVICES		1,650,540	1,694,615	1,901,075	1,889,723	941,151	1,882,457	1,992,290
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	30,106	48,155	58,605	75,000	33,188	67,444	80,000
5021-001-120	Building/Grounds Maintenance	8,418	5,580	10,011	10,000	1,843	4,077	10,500
5021-001-140	Computer Equipment Maintenance	4,973	8,750	6,657	10,000	345	4,188	10,500
5021-001-190	Other Equipment Maintenance	7,359	12,132	14,230	15,000	854	5,348	40,000
5021-001-220	Printing/Copying	960	1,168	1,711	2,500	875	2,563	2,600
5021-001-230	Professional/Temp Service	-	85	55	2,100	-	373	2,200
5021-001-260	Rent of Property & Equipment	-	-	-	-	-	-	-
5021-001-320	Office/Computer Supplies	904	757	4,569	5,000	393	823	5,300
5021-001-330	Janitorial Supplies	871	564	1,937	2,500	459	1,494	2,600
5021-001-350	Tools/Equipment (under \$1,000)	2,099	8,892	28,197	20,000	3,875	10,602	21,000
5021-001-410	Meeting Expense	-	14	28	-	-	-	-
5021-001-420	Utilities	2,499	5,813	4,976	10,000	2,582	4,369	10,500
5021-001-430	Uniform Allowance	25	862	257	4,200	1,419	3,230	4,400
5021-001-440	Training Expense	1,771	9,372	8,611	48,000	1,113	9,511	50,400
5021-001-450	Publications & Dues	498	4,315	3,357	3,000	3,128	3,891	3,100
5021-001-660	Other Expenses	906	4,601	3,320	5,500	5,045	5,401	7,000
TOTAL OTHER EXPENSES		61,389	111,059	146,520	212,800	55,120	123,314	250,100
<u>CAPITAL OUTLAY</u>								
5021-001-710	Office Equipment (over \$1,000)	-	-	2,727	-	-	-	-
5021-001-730	Other Mach/Equip (over \$1,000)	-	-	24,436	25,000	-	4,721	25,000
TOTAL CAPITAL OUTLAY		-	-	27,162	25,000	-	4,721	25,000
TOTAL MEASURE H FIRE DEPARTMENT		<u>1,711,929</u>	<u>1,805,674</u>	<u>2,074,758</u>	<u>2,127,523</u>	<u>996,271</u>	<u>2,010,492</u>	<u>2,267,390</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PUBLIC SAFETY STATION
MEASURE H
FISCAL YEAR 2024/25**

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>PUBLIC SAFETY STATION</u>							
<u>OTHER EXPENSES</u>							
5022-000-120 Building/Grounds Maintenance	638	1,120	3,490	4,500	1,375	3,470	4,500
5022-000-420 Utilities	47,541	58,136	82,050	90,000	39,312	81,821	90,000
5022-000-520 Insurance, Liability	-	114,000	114,000	114,000	79,838	159,680	159,680
TOTAL OTHER EXPENSES	48,179	173,256	- 199,540	208,500	120,525	244,971	254,180
 TOTAL PUBLIC SAFETY STATION	<u>48,179</u>	<u>173,256</u>	<u>199,540</u>	<u>208,500</u>	<u>120,525</u>	<u>244,971</u>	<u>254,180</u>
END							

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LIBRARY & LITERACY
MEASURE H
FISCAL YEAR 2024/25

								PROPOSED
ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	FY 2024/25 BUDGET
LIBRARY								
PERSONNEL SERVICES								
5050-080-010	Salaries, Regular	127,995	113,474	107,288	145,110	78,380	143,488	144,878
5050-080-020	Salaries, Part-time	23,799	89,911	117,838	157,250	57,243	113,878	157,250
5050-080-030	Salaries, Overtime	-	-	-	-	-	-	-
5050-080-090	Benefits	81,793	82,719	83,300	107,842	54,838	115,523	110,887
TOTAL PERSONNEL SERVICES		233,587	286,104	308,426	410,202	190,461	372,889	413,015
OTHER EXPENSES								
		-	-	-	5,000	-	-	5,000
5050-080-120	Building/Grounds Maint	-	225	1,794	4,000	2,140	2,140	4,000
5050-080-140	Computer Maintenance	2,575	-	-	3,000	-	-	3,000
5050-080-190	Other Equipment Maint	45	-	60	5,000	-	630	5,000
5050-080-210	Advertising	2,442	5,197	4,727	8,000	-	250	8,000
5050-080-220	Printing/Copying	1,011	4,493	6,022	8,000	1,827	3,577	8,000
5050-080-230	Professional/Temp Service	6,289	7,190	11,481	25,000	10,265	22,907	25,000
5050-080-260	Rent of Property & Equipmt	-	-	300	5,000	56	56	5,000
5050-080-320	Office/Computer Supplies	826	1,034	1,135	6,000	206	4,593	6,000
5050-080-330	Janitorial Supplies	-	-	1,152	1,500	535	1,296	1,500
5050-080-350	Tools/Equipment (under \$1000)	539	230	1,299	8,000	571	670	8,000
5050-080-360	Library Books	6,247	8,563	10,416	50,000	14,708	26,262	50,000
5050-080-410	Meeting Expense	-	-	-	1,500	-	-	1,500
5050-080-420	Utilities	9,488	12,911	19,069	30,000	11,033	22,903	30,000
5050-080-430	Uniform Allowance	-	-	-	-	-	-	-
5050-080-440	Training Expense	249	-	-	5,000	-	250	5,000
5050-080-450	Publication and Dues	21,278	22,997	37,616	45,000	33,817	37,500	45,000
5050-080-460	Postage	-	-	-	-	-	-	-
5050-080-490	Donations	2,719	7,686	8,197	20,000	2,164	12,382	20,000
5050-080-520	Insurance, Liability	4,600	4,600	4,600	6,444	3,222	6,444	6,444
5050-080-660	Other Expense	4,517	9,597	10,448	16,000	3,111	10,049	16,000
TOTAL OTHER EXPENSES		62,825	84,723	118,316	252,444	83,655	151,909	252,444
CAPITAL OUTLAY								
5050-080-710	Office Equipment (over \$1000)	806	-	-	-	-	1,715	-
5050-080-730	Other Mach/Equipment (over \$1,000)	-	-	-	-	-	-	-
5050-080-740	Computer Equipment (over \$1,000)	1,200	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		2,006	-	-	-	-	1,715	-
TOTAL LIBRARY		298,418	370,827	426,742	662,646	274,116	526,513	665,459

MEASURE I

ANNUAL BUDGET



FY 2024/2025

**CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2024/25**

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
MEASURE I SALES TAX FUND								
005 4210	Transfer from Other Funds	-	-	2,932	-	-	-	-
005 4220	Transfer to Other Funds	(1,638,288)	(696,167)	(889,571)	(18,605,217)	(794,493)	(2,978,430)	(17,780,041)
005 4011	Sales Tax - Measure I	9,868,321	10,636,501	10,950,554	10,700,000	3,543,960	11,026,233	10,963,913
005 4502	Sales Tax - Measure R	-	-	-	42,000	57,204	62,389	42,000
005 4516	State Grants	-	-	69,413	30,000	-	85,401	80,000
005 4601	Interest on Investments	115,283	140,649	399,286	200,000	268,744	356,712	300,000
005 4811	Police Services	-	2,463	2,316	2,000	793	1,586	2,000
005 4812	Police Cost Recoveries	29,765	58,197	-	-	-	-	-
TOTAL REVENUE		10,013,369	10,837,809	11,421,569	10,974,000	3,870,701	11,532,322	11,387,913

CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE I
FISCAL YEAR 2024/25

ACCT# ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
POLICE OPERATION							
PERSONNEL SERVICES							
5020-001-010 Salaries, Regular	1,319,415	1,344,039	1,360,856	1,617,464	739,428	1,607,539	2,111,020
5020-001-020 Salaries, Part-time			-	-	287	311	-
5020-001-030 Salaries, Overtime	57,050	121,279	204,326	125,000	124,679	248,995	175,000
5020-001-090 Benefits	648,429	654,462	696,492	784,974	376,642	816,681	1,229,283
TOTAL PERSONNEL SERVICES	2,024,894	2,119,781	2,261,674	2,527,438	1,241,036	2,673,526	3,515,303
OTHER OPERATING COSTS							
5020-001-110 Vehicle Maintenance	463,571	863,300	1,010,943	1,012,000	583,948	1,178,148	1,100,000
5020-001-120 Building/Grounds Maint	2,715	6,491	4,141	6,000	1,192	1,928	4,000
5020-001-140 Computer Equipment Maintenance	9,768	11,771	11,176	12,500	14,419	28,668	13,000
5020-001-190 Other Equipment Maint	5,787	1,961	5,231	6,000	-	779	10,000
5020-001-220 Printing/Copying	2,750	957	848	1,000	723	1,917	1,000
5020-001-230 Professional/Temp Service	71,345	38,388	56,502	75,000	17,476	57,300	70,000
5020-001-260 Rent of Property & Equipment	145,544	253,798	126,899	128,000	3,134	130,134	156,000
5020-001-320 Office/Computer Supplies	4,313	6,872	8,289	8,000	2,021	5,551	6,000
5020-001-350 Tools/Equipment (under \$1,000)	10,385	5,498	7,300	8,000	5,769	7,934	8,000
5020-001-410 Meeting Expense	10	205	293	300	446	735	500
5020-001-420 Utilities	3,466	8,457	6,434	10,000	2,183	6,223	7,000
5020-001-430 Uniform Allowance	24,420	13,743	17,681	20,000	13,977	16,800	20,000
5020-001-440 Training Expense	21,350	33,626	43,404	45,000	14,694	42,382	45,000
5020-001-450 Publications & Dues	1,093	1,195	716	2,000	1,895	3,391	5,000
5020-001-460 Postage	-	-	-	500	-	-	-
5020-001-470 Range Expense	2,233	1,841	2,933	3,000	2,928	3,178	3,000
5020-001-480 Firearms Expense	27,627	4,640	5,333	7,000	4,362	10,961	7,000
5020-001-490 Investigation Costs	-	353	1,265	1,500	74	446	1,000
5020-001-660 Other Expense	562	5,273	2,075	6,000	464	10,642	6,000
TOTAL OTHER EXPENSES	796,938	1,258,370	1,311,464	1,351,800	669,705	1,507,117	1,462,500
CAPITAL OUTLAY							
5020-001-720 Automotive Equip (over \$1,000)	370,268	281,367	-	85,000	69,612	69,612	463,500
5020-001-730 Other Mach/Equip (over \$1,000)	148,404	122,336	243,669	232,000	4,616	237,557	237,000
5020-001-740 Computer Equipment (over \$1,000)	4,976	843	6,825	-	5,552	5,882	-
TOTAL CAPITAL OUTLAY	523,648	404,546	250,494	317,000	79,780	313,051	700,500
TOTAL MEASURE I POLICE	3,345,480	3,782,697	3,823,633	4,196,238	1,990,521	4,493,694	5,678,303

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE I
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
FIRE DEPARTMENT								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	297,629	466,211	571,736	699,234	308,524	628,034	833,616
5021-001-030	Salaries, Overtime	13,822	16,292	67,450	150,000	68,543	96,349	160,000
5021-001-090	Benefits	188,738	299,048	394,025	518,473	223,394	446,727	616,507
TOTAL PERSONNEL SERVICES		500,189	781,551	1,033,211	1,367,707	600,461	1,171,110	1,610,123
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	432,633	542,378	754,236	750,000	422,783	804,714	800,000
5021-001-120	Building/Grounds Maintenance	10,962	2,471	1,232	10,000	637	1,258	10,500
5021-001-140	Computer Equipment Maintenance	23,452	2,982	6,529	7,500	3,576	7,949	7,900
5021-001-190	Other Equipment Maintenance	22,219	27,489	32,488	37,000	12,197	37,150	112,000
5021-001-220	Printing/Copying	5,133	202	119	1,100	127	658	1,200
5021-001-320	Office/Computer Supplies	3,728	1,019	728	3,200	257	924	3,400
5021-001-330	Janitorial Supplies	64	276	20	1,100	629	2,694	1,200
5021-001-350	Tools/Equipment (under \$1,000)	21,645	6,732	23,696	20,000	12,935	15,251	21,000
5021-001-410	Meeting Expense	1,746	424	643	1,600	148	765	1,700
5021-001-420	Utilities	2,697	4,892	8,400	10,000	1,654	6,728	10,500
5021-001-430	Uniform Allowance	8,374	41,105	742	8,000	8,394	18,949	8,400
5021-001-440	Training Expense	29,650	88,147	46,461	175,000	34,333	79,907	184,000
5021-001-450	Publications & Dues	16,756	2,908	4,153	2,000	591	4,576	2,100
5021-001-460	Postage	25	-	-	600	24	75	700
5021-001-660	Other Expenses	5,341	545	2,863	5,300	1,509	4,527	5,600
TOTAL OTHER EXPENSES		584,424	721,570	882,310	1,032,400	499,795	986,125	1,170,200
<u>CAPITAL OUTLAY</u>								
5021-001-720	Automotive Equipment	-	231,561	61,482	1,200,000	-	928,845	996,000
5021-001-730	Other Mach/Equip (over \$1,000)	19,592	56,297	101,752	105,000	23,070	67,058	110,000
TOTAL CAPITAL OUTLAY		19,592	287,858	163,234	1,305,000	23,070	995,903	1,106,000
TOTAL MEASURE I FIRE DEPARTMENT		<u>1,104,205</u>	<u>1,790,978</u>	<u>2,078,755</u>	<u>3,705,107</u>	<u>1,123,326</u>	<u>3,153,138</u>	<u>3,886,323</u>

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	30-Jun-24	2024/25 BUDGET
STREET MAINTENANCE								
005 5030-030-010	Salaries, Regular	26,607	46,627	48,874	135,408	20,510	52,355	144,744
005 5030-030-030	Salaries, Overtime	-	56	-	-	-	-	-
005 5030-030-090	Benefits	18,225	39,041	39,864	100,993	15,964	46,767	116,942
005 5030-030-110	Vehicle Maintenance	-	-	-	8,000	-	-	8,000
005 5030-030-190	Other Equipment Maint	-	-	-	7,000	-	-	7,000
005 5030-030-340	Maint & Repair Materials	143	1,060	52	3,000	-	373	3,000
005 5030-030-350	Tools/Equipment (under \$1,000)	300	1,580	197	2,000	-	400	2,000
005 5030-030-430	Uniform Allowance	516	1,261	2,193	2,500	948	2,088	2,500
005 5030-030-440	Training Expense	-	1,045	-	1,000	2,600	2,600	1,000
005 5030-030-720	Automotive Equipment	-	-	-	70,000	-	-	70,000
005 5030-030-730	Other Mach/Equip (over \$1000)	-	-	-	-	-	-	-
005 5030-030-740	Computer Equip (over \$1,000)	-	1,352	-	-	-	-	-
TOTAL MEASURE I STREET MAINTENANCE		45,791	92,021	91,179	329,901	40,022	104,583	355,186

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LITTER ABATEMENT
MEASURE I
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>LITTER ABATEMENT</u>								
<u>OTHER EXPENSES</u>								
5030-047-110	Vehicle Maintenance	-	-	51	500	-	-	-
5030-047-230	Professional/Temp Service	-	-	123,154	120,500	21,367	180,638	172,000
5030-047-260	Rent of Property & Equipment	-	-	266	500	-	-	-
5030-047-350	Tools/Equipment under \$1000	-	-	422	500	-	-	-
5030-047-730	Other Mach/Equipment over \$1000	-	-	14,892	-	-	-	-
TOTAL OTHER EXPENSES		-	-	138,785	122,000	21,367	180,638	172,000
TOTAL PUBLIC SAFETY STATION		-	-	138,785	122,000	21,367	180,638	172,000
END								

AMERICAN RESCUE PLAN ACT

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
AMERICAN RESCUE PLAN ACT
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
AMERICAN RESCUE PLAN ACT								
006 4210	Transfers from Other Funds	-	-	-	-	-	-	65,000
006 4220	Transfer to Other Funds	(9,566)	-	(3,283,386)	(7,360,839)	(1,664,959)	(1,936,157)	(7,620,000)
006 4517	Federal Grants	9,566	2,870,401	6,090,051	8,308,913	1,366,398	2,452,485	8,357,167
006 4601	Interest on Investments	64,359	115,391	138,112	-	153,034	175,000	100,000
TOTAL REVENUE		73,925	2,985,792	6,228,163	8,308,913	1,519,432	2,627,485	8,457,167

**CITY OF PORTERVILLE
BUDGET WORKSHEETS
AMERICAN RESCUE PLAN ACT
FISCAL YEAR 2024/25**

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
AMERICAN RESCUE PLAN ACT								
<u>PERSONNEL SERVICES</u>								
5060-001-010	Salaries, Regular	-	-	2,096,573	137,860	116,275	153,785	36,284
5060-001-030	Salaries, Overtime	-	-	-	-	74	74	-
5060-001-050	Salaries, COVID-19	-	-	89,586	75,000	24,352	25,771	-
5060-001-090	Benefits	-	-	186,337	83,935	31,101	58,973	25,224
TOTAL PERSONNEL SERVICES		-	-	2,372,496	296,795	171,802	238,603	61,508
<u>OTHER EXPENSES</u>								
5060-001-230	Professional/Temp Services	-	-	6,975	5,000	199,771	273,429	400,000
5060-001-350	Tools/Equipment (under \$1000)	-	-	22,417	-	-	-	-
5060-001-410	Meeting Expenses	-	-	40	-	-	-	-
5060-001-490	Special Consumables	-	-	-	-	-	-	-
5060-001-660	Other Expenses	-	-	250,000	420,000	-	721	1,000
TOTAL OTHER EXPENSES		-	-	279,432	425,000	199,771	274,150	401,000
<u>CAPITAL OUTLAY</u>								
5060-001-720	Automotive Equip (over \$1000)	-	-	-	70,000	-	-	70,000
5060-001-730	Other Mach/Equip (over \$1000)	-	-	154,737	204,659	-	3,571	204,659
TOTAL CAPITAL OUTLAY		-	-	154,737	274,659	-	3,571	274,659
TOTAL AMERICAN RESCUE PLAN ACT		<u>-</u>	<u>-</u>	<u>2,806,665</u>	<u>996,454</u>	<u>371,573</u>	<u>516,324</u>	<u>737,167</u>

ZALUD ESTATE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
ZALUD HOUSE FUND								
018 4210	Transfers from Other Funds	10,000	10,000	10,000	10,000	-	10,000	10,000
TOTAL TRANSFERS		10,000	10,000	10,000	10,000	-	10,000	10,000
018 4517	Federal Grants	-	19,154	-				
018 4601	Interest on Investments	545	353	502	200	59	59	200
018 4833	Zalud House - Rental	942	2,792	2,636	2,600	283	2,486	2,600
018 4834	Zalud House - Admissions	642	2,694	3,464	3,500	1,409	3,100	3,300
018 4994	Contributions	56	385	487	500	-	-	500
018 4999	Other Revenues	5	-	5	-	-	-	-
TOTAL REVENUE		2,191	25,378	7,094	6,800	1,751	5,645	6,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

ZALUD HOUSE

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
018-5050-035-010	Salaries, Regular	2,745	1,784	2,811	2,800	1,818	3,264	3,600
018-5050-035-020	Salaries, Part-time	4,135	15,277	16,417	16,500	9,093	18,186	18,000
018-5050-035-030	Salaries, Overtime	154	78	-	-	-	-	-
018-5050-035-090	Benefits	3,382	7,198	8,905	9,025	4,411	8,822	8,800
018-5050-035-120	Building/Grounds Maint	226	3,061	1,838	2,500	382	849	2,500
018-5050-035-230	Professional/Temp Services	1,252	2,177	1,486	1,500	178	1,667	1,500
018-5050-035-350	Tools/Equipment	-	87	34	-	-	-	-
018-5050-035-420	Utilities	2,776	4,957	5,396	5,500	1,916	4,448	5,000
018-5050-035-520	Insurance, Liability	1,355	1,355	1,355	1,355	950	1,898	1,898
018-5050-035-660	Other Expense	-	5,060	206	300	-	-	300
TOTAL		16,025	41,035	38,448	39,480	18,748	39,134	41,598

CDBG

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 4220	Transfers to Other Funds	(1,477,404)	(1,447,099)	(1,123,992)	(2,300,000)	(777,669)	(1,234,000)	(2,600,000)
019 4516	State Grants	-	875,499	725,101	400,000	35,670	350,000	793,840
019 4517	Federal Grants	1,529,394	1,173,666	530,614	800,000	-	500,000	800,000
019 4601	Interest on Investments	50,183	62,929	83,378	70,000	25,557	62,000	65,000
019 4998	Penalties	434	351	259	500	61	250	300
019 4999	Other Revenues	2,300	-	-	1,900,000	-	-	1,900,000
TOTAL REVENUE		1,582,311	2,112,444	1,339,352	3,170,500	61,287	912,250	3,559,140

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

COMMUNITY DEVELOPMENT BLOCK GRANT

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	2024/25 BUDGET
019 5030-025-010	Salaries, Regular	123,399	93,636	93,421	96,000	45,656	76,596	96,000
019 5030-025-090	Benefits	67,563	54,237	55,617	55,000	25,330	48,540	55,000
019 5030-025-210	Advertising	3,388	3,888	1,426	2,000	585	1,910	2,000
019 5030-025-220	Printing/Copying	131	175	262	300	-	100	300
019 5030-025-230	Professional/Temp Service	-	14,851	9,420	15,000	9,420	15,000	15,000
019 5030-025-320	Office/Computer Supplies	-	70	103	300	-	111	300
019 5030-025-410	Meeting Expense	32	120	217	500	-	50	500
019 5030-025-430	Uniform Allowance	-	-	-	-	-	-	-
019 5030-025-440	Training Expense	680	-	-	1,000	341	341	1,000
019 5030-025-450	Publication and Dues	500	694	615	1,000	175	928	1,000
019 5030-025-460	Postage	640	359	456	500	161	520	500
019 5030-025-620	Debt Redemption	296,535	566,968	55,522	279,864	-	279,864	-
019 5030-025-660	Other Expense	-	20	-	-	-	-	-
TOTAL DIVISION		492,867	735,017	217,058	451,464	81,669	423,960	171,600

SAFETY GRANTS

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
SPECIAL SAFETY GRANTS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	30-Jun-24	24/25 BUDGET
SPECIAL SAFETY GRANTS								
025-4220	Transfers to Other Funds	-	-	(2,837)	-	-	-	-
TOTAL		-	-	(2,837)	-	-	-	-
025 4601	Interest on Investments	2,241	1,599	760	200	193	193	200
025 4515	Grants - Miscellaneous	33,826	-	50,000	-	-	81,561	-
025 4516	State grants	156,727	190,352	211,609	210,475	125,762	186,159	197,619
025 4517	Federal grants	83,166	5,176	453,348	689,896	264,831	593,786	696,319
025 4811	Police Services	-	643	467	500	-	-	-
025 4811.9	PD Explorers Revenue	-	150	-		-	-	-
025 4994	Contributions	640	617	30	5,000	5,000	5,000	12,000
TOTAL		276,600	198,537	716,214	906,071	395,786	866,699	906,138

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
COPS GRANT
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
COPS GRANT								
PERSONNEL SERVICES								
5020-005-010	Salaries, Regular	99,171	107,679	113,721	94,100	50,987	97,810	106,580
5020-005-030	Salaries, Overtime	4,396	7,516	8,063	7,000	3,230	5,995	7,000
5020-005-090	Benefits	65,137	71,951	71,381	66,155	31,332	72,374	83,539
TOTAL PERSONNEL SERVICES		168,704	187,145	193,164	167,255	85,549	176,179	197,119
OTHER OPERATING COSTS								
5020-005-440	Training Expense	363	-	(363)	500	-	-	500
TOTAL OTHER OPERATING COSTS		363	-	(363)	500	-	-	500
TOTAL COPS GRANT		169,067	187,145	192,801	167,755	85,549	176,179	197,619

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
DMV SPECIAL TRUST FUNDS
FISCAL YEAR 2024/25

ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	PROPOSED FY 2024/25 BUDGET
<u>DMV SPECIAL TRUST FUNDS</u>								
<u>OTHER EXPENSES</u>								
5020-009-660	Other Expense	-	11,395	13,560	64,850	3,941	4,927	4,000
TOTAL OTHER EXPENSES		-	11,395	13,560	64,850	3,941	4,927	4,000
<u>CAPTIAL OUTLAY</u>								
5020-009-730	Other Machinery/Equip	-	-	-	-	48,971	48,971	96,806
TOTAL CAPITAL OUTLAY		-	-	-	-	48,971	48,971	96,806
TOTAL DMV SPECIAL TRUST FUNDS		-	11,395	13,560	64,850	52,913	53,898	100,806

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OTS GRANT
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
OTS GRANT								
PERSONNEL SERVICES								
5020-011-030	Salaries, Overtime	50,403	26,407	40,048	95,600	34,450	68,900	96,605
5020-011-090	Benefits	5,345	2,759	4,288	10,525	3,793	7,586	10,636
TOTAL PERSONNEL SERVICES		55,749	29,166	44,336	106,125	38,243	76,486	107,241
OTHER EXPENSES								
5020-011-440	Training Expenses	5,427	1,431	3,385	4,500	-	-	5,000
5020-011-660	Other Expenses	-	-	722	-	1,599	4,000	10,200
TOTAL OTHER EXPENSES		5,427	1,431	4,107	4,500	1,599	4,000	15,200
CAPITAL OUTLAY								
5020-011-730	Other Machinery/Equip	7,983	-	-	5,200	-	4,490	-
TOTAL CAPITAL OUTLAY		7,983	-	-	5,200	-	4,490	-
TOTAL OTS GRANT		69,159	30,598	48,443	115,825	39,842	84,976	122,441

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
CRIME PREVENTION
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
<u>CRIME PREVENTION</u>								
<u>OTHER EXPENSES</u>								
5020-014-430	Uniform Allowance	-	-	1,761	-	-	-	-
5020-014-660	Other Expenses	-	1,950	4,076	5,000	5,311	5,798	12,000
TOTAL OTHER EXPENSES		-	1,950	5,836	5,000	5,311	5,798	- 12,000
TOTAL CRIME PREVENTION		-	1,950	5,836	5,000	5,311	5,798	12,000

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
OFFICER WELLNESS AND MENTAL HEALTH GRANT
FISCAL YEAR 2024/25

		PROPOSED						
ACCT#	ACCOUNT NAME	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 BUDGET	Y-T-D 31-Dec-23	PROJECTED 30-Jun-24	FY 2024/25 BUDGET
<u>OFFICER WELLNESS AND MENTAL HEALTH GRANT</u>								
<u>OTHER OPERATING COSTS</u>								
5020-019-230	Professional/Temp Services	-	-	-	45,475	10,779	10,779	6,556
5020-019-440	Training Expense	-	-	862	-	6,500	6,938	-
5020-019-660	Other Expenses	-	-	-	-	-	-	-
5020-019-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	21,202	-
TOTAL OTHER OPERATING COSTS		-	-	862	45,475	17,279	38,919	6,556
TOTAL OFFICER WELLNESS AND METAL HEALTH GRANT		-	-	862	45,475	17,279	38,919	6,556

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
PET PANTRY & PEST CONTROL PROGRAM GRANT

								PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	FY 2024/25
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	BUDGET
<u>PET PANTRY & PEST CONTROL PROGRAM GRANT</u>								
<u>OTHER OPERATING COSTS</u>								
	5020-020-660 Other Expenses	-	-	-	-	-	9,443	72,118
	TOTAL OTHER OPERATING COSTS	-	-	-	-	-	9,443	72,118
	TOTAL PET PANTRY & PEST CONTROL PROG GRANT	-	-	-	-	-	9,443	72,118

CITY OF PORTERVILLE
BUDGET WORKSHEETS - SPECIAL SAFETY GRANTS
SAFER GRANT
FISCAL YEAR 2024/25

		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D	PROJECTED	PROPOSED
ACCT#	ACCOUNT NAME	ACTUAL	ACTUAL	ACTUAL	BUDGET	31-Dec-23	30-Jun-24	FY 2024/25
								BUDGET
SAFER GRANT								
PERSONNEL SERVICES								
5021-004-010	Salaries, Regular	-	63,810	255,290	368,976	191,336	384,339	276,630
5021-004-030	Salaries, Overtime	-	510	-	-	-	-	-
5021-004-090	Benefits	-	25,310	117,348	185,052	91,485	183,537	152,248
TOTAL PERSONNEL SERVICES		-	89,630	372,638	554,028	282,821	567,876	428,878
TOTAL SAFER GRANT		-	89,630	372,638	554,028	282,821	567,876	428,878

SEWER

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER OPERATING FUND								
030 4210	Transfers from Other Funds	945	1,999	-	-	-	-	
030 4220	Transfers to Other Funds	(726,943)	(1,246,480)	(13,510,520)	-	-	-	
030 4005	Assessments	245,788	241,704	245,375	245,000	134,051	248,481	245,000
030 4601	Interest on Investments	32,257	20,988	32,094	18,000	9,191	18,382	30,000
030 4606	Rent of Land - Agricultural	107,399	31,490	152,415	152,500	50,915	101,830	120,000
030 4871	Sewer Service Charges	6,387,360	6,652,172	6,454,416	6,500,000	3,416,235	7,302,782	7,500,000
030 4872	Sewer Dumping Charges	60,901	64,541	70,233	68,000	26,672	162,009	150,000
030 4875	Lab Service Charges	363,949	343,006	355,835	355,000	164,765	329,530	280,000
030 4899	Other Service Charges	4,626	4,795	4,880	4,800	1,595	4,778	4,800
030 4991	Sale of Real Property	-	146,593	89,564	-	-	-	
030 4998	Penalties	458	16,792	96,037	95,000	53,564	107,893	110,000
030 4999	Other Revenues	12,866	5,912	7,091	6,600	4,470	8,309	8,000
TOTAL REVENUE		7,215,604	7,527,994	7,507,939	7,444,900	3,861,457	8,283,994	8,447,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER OPERATING FUND								
030 5030-060-010	Salaries, Regular	141,422	178,287	194,475	195,500	106,587	215,957	220,000
030 5030-060-020	Salaries, Part-time	-	-	-	-	-	-	-
030 5030-060-030	Salaries, Overtime	11,265	7,788	11,178	12,000	4,638	10,303	12,000
030 5030-060-090	Benefits	81,460	110,015	125,844	150,000	64,202	146,357	145,000
030 5030-060-110	Vehicle Maintenance	188,306	185,085	203,404	205,000	105,102	198,726	21,000
030 5030-060-120	Building/Grounds Maint	6,430	8,499	6,837	6,500	3,894	7,799	8,200
030 5030-060-140	Computer Equipment Maint	4,417	1,113	3,343	5,000	2,123	4,187	5,000
030 5030-060-190	Other Equipment Maint	26,132	31,659	31,417	31,000	15,392	30,072	31,000
030 5030-060-220	Printing/Copying	8,183	10,506	11,071	10,000	4,190	12,055	10,000
030 5030-060-230	Professional/Temp Service	578	662	23,632	25,000	2,702	22,397	25,000
030 5030-060-260	Rent of Property & Equipmt	52	-	-	-	-	-	-
030 5030-060-280	Administrative Expense	132,129	137,406	141,146	136,500	69,341	154,377	160,000
030 5030-060-320	Office/Computer Supplies	3,080	2,503	2,614	3,000	949	2,340	3,000
030 5030-060-340	Maint and Repair Materials	42,946	51,583	33,002	40,000	10,256	28,099	40,000
030 5030-060-350	Tools/Equipment (under \$1,000)	1,760	2,060	6,009	5,000	332	1,806	5,000
030 5030-060-410	Meeting Expense	67	61	126	500	-	100	500
030 5030-060-420	Utilities	79,994	90,500	93,585	95,000	43,346	99,111	95,000
030 5030-060-430	Uniform Allowance	1,444	1,158	1,573	2,000	494	1,740	2,000
030 5030-060-440	Training Expense	103	-	-	1,000	447	447	1,000
030 5030-060-450	Publication and Dues	3,583	824	1,096	1,500	8,994	9,280	9,500
030 5030-060-460	Postage	26,211	29,549	37,892	38,000	23,202	49,864	51,000
030 5030-060-520	Insurance, Liability	26,400	26,400	26,400	36,978	18,486	36,978	36,984
030 5030-060-620	Debt Redemption/Fiscal Chgs	877,224	800,434	918,620	725,100	362,528	725,057	725,100
030 5030-060-650	Depreciation Expense	45,000	45,000	45,000	45,000	22,500	45,000	4,500
030 5030-060-660	Other Expense	2,243	3,644	4,025	5,000	1,800	3,818	5,000
030 5030-060-670	Franchise Fee	332,727	332,727	332,727	332,727	166,365	332,727	332,727
030 5030-060-710	Office Equipment (over \$1000)	1,431	-	-	-	-	-	-
030 5030-060-730	Other Mach/Equip (over \$1000)	20,556	10,397	19,180	20,000	-	-	-
TOTAL		2,065,144	2,067,861	2,274,195	2,127,305	1,037,868	2,138,597	1,948,511 ¹⁰⁹

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER CONSERVATION PLANT								
030 5030-065-010	Salaries, Regular	442,755	353,558	396,213	396,500	202,197	420,560	433,000
030 5030-065-030	Salaries, Overtime	19,419	23,795	24,654	24,500	12,628	22,295	25,000
030 5030-065-090	Benefits	280,384	234,572	276,526	285,000	139,676	316,159	321,000
030 5030-065-110	Vehicle Maintenance	98,693	121,970	132,718	130,000	81,670	163,340	165,000
030 5030-065-120	Building/Grounds Maint	41,378	25,869	29,860	30,000	13,754	28,596	30,000
030 5030-065-140	Computer Equipment Maintenance	5,961	5,905	11,140	6,000	2,108	8,942	6,000
030 5030-065-190	Other Equipment Maint	27,073	53,391	69,046	70,000	14,590	22,303	60,000
030 5030-065-220	Printing/Copying	484	1,170	739	700	374	792	800
030 5030-065-230	Professional/Temp Service	371,980	503,721	449,232	500,000	341,083	438,618	500,000
030 5030-065-260	Rent of Property & Equipmt	39,968	32,086	30,984	32,000	13,356	30,835	32,000
030 5030-065-280	Administrative Expense	528,053	549,594	564,296	545,000	277,363	620,618	708,000
030 5030-065-320	Office/Computer Supplies	3,289	4,822	3,639	4,000	1,663	3,214	4,000
030 5030-065-330	Janitorial Supplies	64	-	71	-	-	-	-
030 5030-065-340	Maint and Repair Materials	109,404	49,629	77,611	75,000	81,647	137,131	150,000
030 5030-065-350	Tools/Equipment (under \$1,000)	5,810	8,548	5,504	6,000	1,993	5,742	6,000
030 5030-065-410	Meeting Expense	-	-	-	500	-	-	500
030 5030-065-420	Utilities	511,443	586,601	664,188	670,000	279,389	671,739	670,000
030 5030-065-430	Uniform Allowance	5,189	4,045	5,692	6,000	3,764	7,056	7,000
030 5030-065-440	Training Expense	-	130	1,384	3,000	1,021	2,642	3,000
030 5030-065-450	Publication and Dues	3,007	6,051	2,972	5,000	2,796	4,821	5,000
030 5030-065-460	Postage	1	40	41	100	15	50	100
030 5030-065-490	Special Consumables	99,727	184,330	163,576	170,000	91,260	163,031	250,000
030 5030-065-620	Debt Redemption/Fiscal Chgs	494,852	420,667	631,137	400,000	176,032	352,063	455,000
030 5030-065-650	Depreciation Expense	125,000	125,000	125,000	125,000	62,498	125,000	125,000
030 5030-065-660	Other Expense	-	136	-	1,000	2	-	1,000
030 5030-065-720	Automotive Equipment (over \$1,000)	-	62,125	-	-	-	-	-
030 5030-065-730	Other Mach/Equip (over \$1,000)	100,614	104,404	69,134	70,000	7,105	10,000	70,000
TOTAL		3,314,546	3,462,159	3,735,356	3,555,300	1,807,983	3,555,547	4,027,400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
INDUSTRIAL PRE-TREATMENT								
030 5030-066-010	Salaries, Regular	30,584	32,937	37,582	37,600	21,315	42,077	42,000
030 5030-066-090	Benefits	14,318	16,716	20,712	24,000	10,610	25,423	26,400
030 5030-066-110	Vehicle Maintenance	8,128	8,297	8,599	9,000	5,348	10,732	10,500
030 5030-066-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
030 5030-066-190	Other Equipment Maint	-	-	-	-	3,772	4,774	3,000
030 5030-066-230	Professional/Temp Service	5,552	5,976	3,889	6,000	3,617	6,168	6,500
030 5030-066-340	Maint and Repair Materials	-	-	-	500	-	-	500
030 5030-066-350	Tools/Equipment (under \$1,000)	76	-	250	300	67	134	300
030 5030-066-420	Utilities	1,828	1,924	2,075	2,100	1,182	2,130	2,100
030 5030-066-440	Training Expense	-	-	245	500	-	-	50
030 5030-066-450	Publication and Dues	91	475	603	700	417	630	700
030 5030-066-520	Insurance, Liability	2,100	2,100	2,100	2,942	1,472	2,942	2,942
030 5030-066-660	Other Expense	-	-	-	-	-	-	-
030 5030-066-730	Other Mach/Equip (over \$1,000)	1,936	-	-	-	-	-	-
TOTAL		64,613	68,424	76,055	83,642	47,800	95,010	94,992

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

LABORATORY

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
030 5030-068-010	Salaries, Regular	189,109	192,330	212,860	213,000	110,984	229,193	236,000
030 5030-068-020	Salaries, Part-time	455	845	485	500	-	-	-
030 5030-068-030	Salaries, Overtime	609	1,082	1,268	1,000	22	547	1,000
030 5030-068-090	Benefits	104,758	113,567	131,713	140,000	63,545	146,668	148,000
030 5030-068-110	Vehicle Maintenance			55	-	80	80	500
030 5030-068-120	Building/Grounds Maint	4,955	3,191	1,611	2,000	1,153	4,119	4,000
030 5030-068-190	Other Equipment Maint	39,920	34,428	28,782	40,000	19,870	32,539	40,000
030 5030-068-220	Printing/Copying	281	292	446	500	216	435	500
030 5030-068-230	Professional/Temp Service	765	973	1,016	1,200	543	5,211	5,500
030 5030-068-260	Rent of Property & Equipmt	3,764	4,511	4,640	4,700	1,616	3,393	4,500
030 5030-068-320	Office/Computer Supplies	2,397	2,237	2,924	3,000	769	1,995	3,000
030 5030-068-340	Maint and Repair Materials	503	234	-	-	-	-	-
030 5030-068-350	Tools/Equipment (under \$1,000)	144	4,486	1,290	1,500	-	-	1,000
030 5030-068-420	Utilities	21,295	22,574	25,462	26,000	13,739	25,472	26,000
030 5030-068-430	Uniform Allowance	721	502	568	600	241	586	600
030 5030-068-440	Training Expense	-	-	1,567	1,500	100	100	1,000
030 5030-068-450	Publication and Dues	9,866	7,355	15,327	10,000	1,821	11,000	10,000
030 5030-068-460	Postage	190	202	140	200	92	125	200
030 5030-068-490	Special Consumables	76,764	65,078	78,360	75,000	27,034	64,828	70,000
030 5030-068-520	Insurance, Liability	4,200	4,200	4,200	5,882	2,942	5,882	5,882
030 5030-068-660	Other Expense	540	495	540	1,000	329	752	1,000
030 5030-068-730	Othe Machinery/Equipment	5,871	10,005	9,457	6,000	-	-	5,000
TOTAL		467,107	468,587	522,709	533,582	245,095	532,925	563,682

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER REVOLVING								
082 4210	Transfers from Other Funds	426,943	746,480	13,420,955	-	-	-	
082 4220	Transfers to Other Funds	(427,660)	(664,392)	(14,986,747)	(3,710,594)	(98,557)	(657,000)	
082 4601	Interest on Investments	102,680	94,038	200,703	75,000	101,001	192,760	220,000
082 4891	Service Connection Fees	39,236	36,140	22,752	25,000	4,248	16,978	15,000
082 4892	Acreage Fees - Developers	187,647	99,075	105,916	105,000	95,104	120,037	120,000
082 4897	Interdepartmental Serv Charg	227,712	227,898	227,646	228,000	112,692	229,352	229,000
082 4995	Reimbursements & Refunds	-	-	65,905	-	-	-	
TOTAL REVENUE		557,276	457,151	622,922	433,000	313,047	559,127	584,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SEWER REVOLVING - EQUIPMENT REPLACEMENT								
082 5030-095-720	Automotive Equipment	-	-	-	706,370	-	-	756,000
082 5030-095-730	Other Machinery/Equipment	-	-	103,750	201,000	2,035	13,500	51,600
082 5030-095-740	Computer Equipment	-	-	-	-	-	-	-
TOTAL		-	-	103,750	907,370	2,035	13,500	807,600

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WASTEWATER TREATMENT CAPITAL RESERVE								
086 4210	Transfers from Other Funds	410,000	500,000	89,564	-	-	-	
086 4220	Transfers to Other Funds	(720,866)	(2,277,550)	(308,012)	(6,245,000)	-	(121,667)	(7,223,575)
086 4601	Interest on Investments	112,788	95,988	94,006	80,000	130,198	241,966	150,000
086 4873	Treatment Plant Connection F	665,990	934,600	692,327	700,000	368,133	568,358	600,000
086 4897	Interdepartmental Serv Charg	204,872	209,596	222,923	230,870	115,634	231,848	230,000
086 4992	Sale of Personal Property	-	70,248	-	-	-	-	
086 4999	Other Revenues	-	-	46,742	-	-	-	
TOTAL REVENUE		983,651	1,310,431	1,055,998	1,010,870	613,965	1,042,172	980,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WASTEWATER CAPITAL RESERVE - EQUIPMENT REPLACEMENT								
086 5030-095-720	Automotive Equipment	-	98,465	-	285,000	-	-	285,000
086 5030-095-730	Other Machinery/Equipment	-	-	-	57,000	-	64,556	40,000
TOTAL		-	98,465	-	342,000	-	64,556	325,000

SOLID WASTE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SOLID WASTE FUND								
031 4210	Transfers from Other Funds	1,000,000	-	350,000	-	-		-
031 4220	Transfers to Other Funds	-	-	(52,815)	-	(17,168)	(17,168)	-
031 4516	State Grants	14,942	19,360	74,995	36,800	31,985	31,985	32,000
031 4601	Interest on Investments	55	841	-	-	-	-	-
031 4861	Residential Refuse Charges	3,236,655	3,315,292	3,347,541	3,350,000	1,702,861	4,091,041	4,150,448
031 4862	Commercial Refuse Charges	2,479,869	2,616,441	2,777,398	2,800,000	1,428,548	3,488,645	4,215,000
031 4863	Roll-Off Refuse Charges	612,227	689,790	716,551	710,000	291,910	725,499	778,000
031 4864	Recycling Revenues	1,147	2,624	2,041	2,000	-	3,277	3,500
031 4998	Penalties	6,802	18,819	86,482	86,000	45,735	106,736	110,000
031 4999	Other Revenues	4,824	5,537	7,027	6,800	3,865	7,156	7,500
TOTAL REVENUE		6,356,521	6,668,704	7,012,035	6,991,600	3,504,904	8,454,339	9,296,448

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
REFUSE COLLECTION AND DISPOSAL								
031 5030-080-010	Salaries, Regular	760,804	718,741	842,541	842,500	419,800	833,799	855,100
031 5030-080-020	Salaries, Part-time	-	-	-	-	-	-	-
031 5030-080-030	Salaries, Overtime	139,855	171,193	179,431	180,000	100,416	164,746	180,000
031 5030-080-040	Car Allowance	-	-	-	-	-	-	-
031 5030-080-090	Benefits	523,203	536,881	633,627	650,000	308,283	656,478	676,582
031 5030-080-110	Vehicle Maintenance	897,827	911,005	1,169,304	1,000,000	679,130	1,386,936	1,350,000
031 5030-080-120	Building/Grounds Maint	7,713	5,900	7,867	8,000	4,104	7,789	8,000
031 5030-080-140	Computer Equipment Maint	20,574	18,229	21,562	24,000	2,352	21,234	24,000
031 5030-080-190	Other Equipment Maint	182,405	189,439	186,197	187,000	93,727	192,960	187,000
031 5030-080-220	Printing/Copying	15,172	17,170	16,167	16,000	9,768	18,847	17,000
031 5030-080-230	Professional/Temp Service	1,062,891	1,141,697	1,112,952	1,150,000	354,811	1,121,010	1,125,000
031 5030-080-260	Rent of Property & Equipmt	1,196	1,296	1,209	1,500	405	966	1,500
031 5030-080-280	Administrative Expense	568,959	596,985	627,960	629,244	313,880	788,996	730,000
031 5030-080-320	Office/Computer Supplies	5,109	4,646	3,580	5,000	1,042	2,972	5,000
031 5030-080-340	Maint and Repair Materials	14,217	17,404	12,063	15,000	5,513	15,713	15,000
031 5030-080-350	Tools/Equipment (under \$1,000)	3,886	3,557	700	3,000	695	2,871	3,000
031 5030-080-410	Meeting Expense	322	61	126	300	-	52	500
031 5030-080-420	Utilities	21,870	29,639	29,258	29,500	13,829	29,969	29,500
031 5030-080-430	Uniform Allowance	8,520	12,732	9,868	10,000	6,378	12,956	12,500
031 5030-080-440	Training Expense	205	202	-	500	-	-	500
031 5030-080-450	Publication and Dues	2,850	2,403	1,412	2,500	6,173	6,654	6,000
031 5030-080-460	Postage	26,390	37,652	37,904	38,000	23,202	50,665	50,000
031 5030-080-520	Insurance, Liability	42,000	42,000	42,000	58,830	29,418	58,830	58,830
031 5030-080-660	Other Expense	7,766	10,776	17,131	10,000	6,912	16,177	15,000
031 5030-080-670	Franchise Fee	249,545	249,545	249,545	249,545	124,775	249,545	249,545
031 5030-080-710	Office Equipment (over \$1000)	1,431	-	-	-	-	-	-
031 5030-080-730	Other Mach/Equipment	-	-	-	-	-	-	-
TOTAL		4,564,711	4,719,153	5,202,405	5,110,419	2,504,614	5,640,165	5,599,557

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
GREEN WASTE								
031 5030-081-010	Salaries, Regular	86,986	93,579	95,478	96,000	48,748	104,127	106,650
031 5030-081-090	Benefits	44,955	51,943	56,741	64,000	26,118	69,147	67,500
031 5030-081-110	Vehicle Maintenance	311,239	259,929	349,642	350,000	148,832	307,887	325,000
031 5030-081-190	Other Equipment Maint	84,000	84,000	84,000	84,000	42,000	84,000	84,000
031 5030-081-230	Professional/Temp Service	301,555	304,991	340,403	340,500	134,750	477,607	375,000
031 5030-081-340	Maint and Repair Materials	921	903	2,538	2,500	344	690	2,500
031 5030-081-430	Uniform Allowance	1,656	1,849	2,710	2,800	898	2,252	2,800
031 5030-081-520	Insurance, Liability	13,800	13,800	13,800	19,330	9,664	19,330	19,330
031 5030-081-660	Other Expense	-	416	241	500	-	-	500
031 5030-081-670	Franchise Fee	83,181	83,181	83,181	83,181	41,589	83,181	83,181
TOTAL		928,292	894,591	1,028,733	1,042,811	452,944	1,148,221	1,066,461

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

STREET SWEEPING

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
031 5030-083-010	Salaries, Regular	58,597	62,959	64,164	64,200	34,631	70,129	71,682
031 5030-083-030	Salaries, Overtime	332	665	239	250	-	-	-
031 5030-083-090	Benefits	36,333	41,430	44,439	48,000	22,178	49,301	50,000
031 5030-083-110	Vehicle Maintenance	160,027	147,613	163,334	160,000	83,754	169,960	170,000
031 5030-083-190	Other Equipment Maint	-	187	-	-	-	-	-
031 5030-083-230	Professional/Temp Service	649	634	732	1,000	288	692	1,000
031 5030-083-340	Maint and Repair Materials	777	1,042	744	1,000	322	655	1,000
031 5030-083-430	Uniform Allowance	902	1,029	1,026	1,000	345	935	1,000
031 5030-083-440	Training Expense	-	-	385	-	-	-	-
031 5030-083-450	Publication and Dues	85	85	155	150	-	-	150
031 5030-083-660	Other Expense	21	-	-	-	-	-	-
TOTAL		257,723	255,644	275,217	275,600	141,518	291,672	294,832

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

CURBSIDE RECYCLEABLES COLLECTION

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
031 5030-084-010	Salaries, Regular	73,903	70,801	69,603	70,800	36,086	85,253	84,563
031 5030-084-090	Benefits	40,576	39,257	40,154	45,000	18,865	56,413	53,650
031 5030-084-110	Vehicle Maintenance	161,704	145,007	125,855	145,000	63,109	135,062	140,000
031 5030-084-190	Other Equipment Maint	60,000	60,000	60,000	60,000	30,000	60,000	60,000
031 5030-084-220	Printing/Copying	-	-	896	900	-	-	-
031 5030-084-230	Professional/Temp Service	180,503	182,823	213,025	215,000	64,811	180,973	195,000
031 5030-084-280	Administrative Expense	3,123	3,123	3,123	3,123	1,562	3,123	3,123
031 5030-084-430	Uniform Allowance	200	204	100	200	-	-	-
031 5030-084-670	Franchise Fee	2,957	2,957	2,957	2,957	1,481	2,957	2,957
TOTAL		522,966	504,172	515,713	542,980	215,914	523,781	539,293

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RECYCLABLE WASTE								
031 5030-085-010	Salaries, Regular	70,364	78,529	63,713	78,500	22,610	82,481	74,634
031 5030-085-030	Salaries, Overtime	788	3,457	1,769	2,000	-	-	2,000
031 5030-085-090	Benefits	41,698	51,291	41,877	45,000	11,933	56,771	49,760
031 5030-085-110	Vehicle Maintenance	119,661	117,240	115,993	120,000	50,856	99,955	120,000
031-5030-085-120	Building/Grounds Maint	-	-	2,600	-	-	-	-
031 5030-085-190	Other Equipment Maint	120	120	146	200	160	340	360
031 5030-085-220	Printing/Copying	-	-	2,901	2,500	-	-	1,000
031 5030-085-230	Professional/Temp Service	79,347	95,186	101,222	101,500	39,056	138,685	125,000
031 5030-085-320	Office/Computer Supplies	-	-	-	-	-	-	-
031 5030-085-340	Maint and Repair Materials	341	334	415	500	127	655	1,000
031 5030-085-450	Publications and Dues	-	-	465	500	-	-	-
031 5030-085-460	Postage	20	98	-	-	-	-	-
TOTAL		312,338	346,256	331,101	350,700	124,742	378,887	373,754

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

GRAFFITI REMOVAL

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
031 5030-087-010	Salaries, Regular	17,083	18,145	18,625	19,000	8,702	18,873	19,000
031 5030-087-090	Benefits	10,573	12,141	12,906	14,000	5,811	14,491	14,000
031 5030-087-110	Vehicle Maintenance	1,624	1,177	1,883	2,000	2,476	3,941	4,000
031 5030-087-120	Building/Grounds Maint	-	-	-	-	-	-	-
031 5030-087-190	Other Equipment Maint	120	120	120	200	160	340	360
031 5030-087-230	Professional/Temp Service	61,161	66,687	65,725	65,800	30,028	68,862	65,800
031 5030-087-320	Office and Computer Supplies	39	17	-	-	29	29	-
031 5030-087-340	Maint and Repair Materials	2,219	2,434	2,423	2,500	1,094	1,917	2,500
031 5030-087-520	Insurance, Liability	900	900	900	1,260	630	1,260	1,260
031 5030-087-660	Other Expense		-	-	-	-	-	-
TOTAL		93,719	101,622	102,581	104,760	48,930	109,713	106,920

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 4210	Transfers from Other Funds	-	-	52,815	-	17,168	17,168	
081 4220	Transfers to Other Funds	(1,000,000)	-	(350,000)	(760,000)	-	-	
081 4516	State Grants	-	-	-	17,168	-	-	
081 4517	Federal Grants	800,982	-	-	-	-	-	
081 4601	Interest on Investments	90,733	70,360	165,357	110,000	104,246	209,000	230,000
081 4897	Interdepartmental Serv Charge	833,442	833,070	833,993	834,000	416,867	856,500	855,000
081 4992	Sale of Personal Property	-	-	-	-	-	-	
TOTAL REVENUE		1,725,157	903,430	999,350	961,168	521,113	1,065,500	1,085,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 5030-095-720	Automotive Equipment	922,259	-	-	1,841,000	279,894	989,376	55,000
081 5030-095-730	Other Machinery/Equipment	251,761	367,545	268,521	450,000	269,133	353,507	450,000
081 5030-095-810	Non Fixed Asset Capital	155,246	33,675	17,040	-	-	-	-
TOTAL		1,329,265	401,220	285,561	2,291,000	549,027	1,342,883	505,000

AIRPORT

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT								
032 4001	Current secured	3,445	3,328	4,280	4,280	-	6,254	6,300
032 4516	State grants	10,000	10,000	10,000	10,000	-	10,000	10,000
032 4517	Federal grants	30,000	13,000	32,000	-	-	-	
032 4601	Interest on Investments	47,596	45,103	93,745	50,000	59,723	110,000	120,000
032 4604	Rent of land	173,475	187,564	198,975	200,000	141,140	206,301	206,900
032 4606	Rent of land - agricultural	36,630	38,816	40,889	41,100	21,552	39,864	39,864
032 4607	Rent of Buildings	6,300	6,300	6,300	6,300	3,150	6,300	6,300
032 4608	Rent of hangars	38,480	44,968	46,230	46,230	23,071	45,961	46,230
032 4821	Restaurant concession	3,065	15,105	15,987	16,420	8,244	16,664	16,700
032 4822	Fuel and oil sales	1,568,727	1,678,936	1,232,769	1,300,000	688,081	1,258,851	1,260,000
032 4822.01	Fuel flow fees	29,015	31,948	2,757	3,000	-	-	3,000
032 4823	Tie-down fees	560	553	492	480	240	480	480
032 4824	Landing fees	99,818	94,320	27,780	30,000	18,420	30,000	30,000
032 4998	Penalties	882	1,170	1,121	1,000	430	1,046	1,000
032 4999	Other revenues	350	400	400	-	330	380	400
TOTAL REVENUES		2,048,343	2,171,510	1,713,725	1,708,810	964,380	1,732,101	1,747,174
032 4210	Transfers from Other Funds	-	-	-	-	-	-	-
032 4220	Transfers to Other Funds	-	-	(47,194)	(755,000)	(107,410)	(257,410)	(675,000)
NET TRANSFERS		-	-	(47,194)	(755,000)	(107,410)	(257,410)	(675,000)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT								
032-5070-001-010	Salaries, Regular	126,730	129,814	143,944	154,932	73,282	146,563	233,904
032-5070-001-020	Salaries, Part-time	-	6,078	25,825	28,000	10,731	21,462	30,000
032-5070-001-030	Salaries, Overtime	6,053	5,948	2,591	4,000	1,012	2,023	4,000
032-5070-001-090	Benefits	86,963	92,710	104,942	117,337	50,733	101,467	171,310
032-5070-001-110	Vehicle Maint	93,062	90,403	90,730	105,000	43,602	88,349	95,000
032-5070-001-120	Building/Grounds Maint	16,937	12,472	17,717	30,000	4,071	8,142	20,000
032-5070-001-140	Computer Maint	1,092	8,556	6,836	10,000	764	6,881	10,000
032-5070-001-180	Fueling System Maint	11,908	17,946	15,910	20,000	5,163	16,645	20,000
032-5070-001-190	Other Equip Maint	898	508	348	5,000	1,243	1,383	5,000
032-5070-001-210	Advertising	696	707	736	1,000	305	710	1,000
032-5070-001-220	Printing / Copying	-	-	90	100	-	-	100
032-5070-001-230	Professional/Temp Service	61,086	978	1,282	2,000	503	1,220	2,000
032-5070-001-260	Rent of Property & Equipment	-	-	-	-	-	-	-
032-5070-001-280	Administrative Expense	114,878	91,698	68,422	72,800	38,670	77,338	72,800
032-5070-001-290	Processing Fee	58,929	55,639	40,188	45,000	20,698	41,396	45,000
032-5070-001-310	Aviation Fuels & Lubricants	733,519	1,109,690	859,738	900,000	474,992	949,984	925,000
032-5070-001-320	Office/Computer Supplies	758	222	279	500	203	840	500
032-5070-001-330	Janitorial Supplies	11	-	771	1,000	-	-	500
032-5070-001-350	Tools/Equipment (under \$1,000)	140	1,356	1,016	2,000	-	160	2,000
032-5070-001-410	Meeting Expense	-	-	-	2,000	1,554	1,554	2,000
032-5070-001-420	Utilities	53,898	64,336	69,247	75,000	32,629	69,345	75,000
032-5070-001-430	Uniform Allowance	10	466	1,088	1,200	40	100	1,200
032-5070-001-440	Training Expense	-	-	-	-	-	-	-
032-5070-001-450	Publication and Dues	328	328	350	500	206	556	500
032-5070-001-460	Postage	-	-	19	100	16	32	100
032-5070-001-520	Insurance, Liability	22,000	22,000	22,000	22,000	15,408	30,816	22,000
032-5070-001-660	Other Expense	7,484	70	215	500	-	62	500
032-5070-001-730	Other Mach/Equip (over \$1000)	-	22,536	24,905	-	-	2,400	5,000
032-5070-001-750	Special Aviation	-	-	-	5,000	-	-	-
TOTAL		1,397,380	1,734,460	1,499,191	1,604,969	775,824	1,569,428	1,744,414

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT								
090 4516	State grants	49,170	-	-	150,000	-	-	150,000
090 4517	Federal grants	162,896	56,250	749,130	4,764,600	731,684	2,433,680	2,331,000
090 4601	Interest on investments	(23,995)	4,415	6,355	4,000	3,695	6,390	4,000
090 4897	Interdepartmental serv charges	84,186	84,186	84,400	96,400	42,321	84,642	96,000
090 4992	Sale of personal Property	-	1,011	-	-	-	-	-
TOTAL		272,257	145,862	839,885	5,015,000	777,700	2,524,712	2,581,000
090 4210	Transfers from Other Funds	-	-	47,194	755,000	107,410	513,055	675,000
090 4220	Transfers to Other Funds	(273,173)	(59,401)	(837,187)	(5,669,600)	(826,204)	(2,880,178)	(3,149,312)
NET TRANSFERS		(273,173)	(59,401)	(789,993)	(4,914,600)	(718,793)	(2,311,161)	(2,774,312)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT FUND								
090 5030-095-720	Automotive Equipment	-	-	259,987	60,000	-	-	60,000
090 5070-001-750	Special Aviation	-	-	-	-	-	513,055	675,000
TOTAL		-	-	259,987	60,000	-	-	60,000

GOLF COURSE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
GOLF COURSE OPERATIONS FUND								
033 4210	Transfers from Other Funds	69,000	69,000	69,000	69,000	34,500	69,000	69,000
033 4851	Green Fees	113,385	115,657	126,355	125,000	79,946	145,059	145,000
033 4852	Golf Membership Fees	27,100	30,680	28,605	30,000	24,265	42,455	40,000
033 4853	Locker Fees	710	855	235	500	-	1,265	500
033 4854	Golf Cart Rentals	119,708	108,715	94,688	95,000	61,131	122,261	110,000
033 4992	Sale of Personal Property			-	-	3,650	3,650	-
033 4999	Other Revenues	30	135	3,696	100	508	508	100
TOTAL REVENUE		260,933	256,042	253,579	250,600	169,500	315,198	295,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

GOLF COURSE

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
033-5050-070-010	Salaries, Regular	100,512	98,427	104,963	106,452	54,294	108,589	108,000
033-5050-070-020	Salaries, Part-time	17,722	20,326	28,759	22,000	12,369	24,738	25,000
033-5050-070-030	Salaries, Overtime	-	438	-	-	345	345	500
033-5050-070-090	Benefits	65,244	63,468	81,425	79,272	38,315	76,630	75,000
033-5050-070-110	Vehicle Maintenance	60,901	69,347	71,870	57,000	28,017	58,786	60,000
033-5050-070-120	Building/Grounds Maint	22,942	28,028	32,642	32,000	19,471	29,193	32,000
033-5050-070-190	Other Equipment Maint	9,899	13,156	10,324	10,000	8,539	11,566	12,000
033-5050-070-210	Advertising	-	-	141	-	-	-	-
033-5050-070-220	Printing/Copying	-	-	-	-	-	-	-
033-5050-070-230	Professional/Temp Service	61,721	64,685	60,268	62,000	35,141	64,039	62,000
033-5050-070-260	Rent of Property & Equipment	187	-	8,575	29,000	11,575	25,257	29,000
033-5050-070-280	Administrative Expense	23,484	23,044	22,822	22,554	15,255	27,357	28,000
033-5050-070-350	Tools/Equipment (under \$1,000)	1,427	705	2,303	2,000	1,201	2,042	2,000
033-5050-070-420	Utilities	103,394	109,559	110,021	115,000	60,950	113,342	115,000
033-5050-070-430	Uniform Allowance	614	806	461	800	385	742	800
033-5050-070-520	Insurance, Liability	8,925	8,925	8,925	8,925	6,249	12,501	12,501
033-5050-070-650	Depreciation Expense	-	-	-	15,000	-	-	-
033-5050-070-660	Other Expense	14,494	15,647	14,965	-	10,910	19,709	18,000
033-5050-070-730	Other Mach/Equip (over \$1,000)	1,186	-	-	-	-	-	-
TOTAL		492,652	516,561	558,464	562,003	303,017	574,836	579,801

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
GOLF COURSE REPLACEMENT FUND								
091 4220	Transfers to Other Funds	-	-	-	(29,000)	-	(29,000)	(29,000)
091 4601	Interest on Investments	3,140	3,247	7,452	2,500	4,807	7,824	5,000
091 4897	Interdepartmental Serv Charges	51,408	51,810	54,292	60,672	25,771	50,625	51,000
091 4992	Sale of Personal Property	263	720	7,466	-	225	225	-
TOTAL REVENUE		54,810	55,777	69,210	63,172	30,803	58,674	56,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

GOLF COURSE REPLACEMENT FUND

091 5030-095-720 Automotive Equipment
091 5030-095-730 Other Machinery/Equipment

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	10,846	-	-	-	-	-
-	-	51,715	22,000	-	12,907	-
-	10,846	51,715	22,000	-	12,907	-

WATER

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER OPERATING FUND								
034 4210	Transfers from Other Funds	881	1,865	-	-	-	-	-
034 4220	Transfers to Other Funds	(5,000,000)	(5,000,000)	(3,000,000)	(4,000,000)	-	(4,000,000)	(2,175,000)
034 4601	Interest on Investments	68,735	48,432	71,371	50,000	14,262	41,438	45,000
034 4818	Code Enforcement Fees	8,600	20,500	11,900	10,000	7,700	8,800	9,500
034 4881	Water Sales	12,949,264	13,056,832	12,094,936	13,000,000	7,335,921	12,951,564	12,860,000
034 4881.5	Recycled Water			-	265,000	-	-	265,000
034 4882	Meter Installation Charges	4,521	5,959	16,800	15,000	13,610	27,220	29,000
034 4883	Water Service Charges	32,173	15,120	109,078	105,000	61,860	111,130	111,000
034 4992	Sale of Personal Property	-	-	1,585	-	-	-	-
034 4995	Reimbursement and Refunds	-		7,419	-	-	-	-
034 4998	Penalties	737	34,188	192,830	190,000	121,392	206,312	210,000
034 4999	Other Revenues	14,647	530	22,100	10,000	(37,995)	13,644	10,000
TOTAL REVENUE		13,078,677	13,181,562	12,528,019	13,645,000	7,516,750	13,360,108	13,539,500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER DISTRIBUTION								
034 5030-070-010	Salaries, Regular	736,263	569,735	729,641	732,500	439,049	843,654	852,662
034 5030-070-020	Salaries, Part-time	-	-	-	100,000	-	-	-
034 5030-070-030	Salaries, Overtime	15,010	16,489	28,276	28,500	13,910	25,197	25,000
034 5030-070-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
034 5030-070-090	Benefits	468,935	387,349	524,369	550,000	287,034	570,939	598,222
034 5030-070-110	Vehicle Maintenance	253,099	254,375	315,093	315,500	190,804	374,961	375,000
034 5030-070-120	Building/Grounds Maint	12,179	14,843	24,022	23,900	10,071	14,447	20,000
034 5030-070-140	Computer Equipment Maint	7,413	7,431	52,678	55,000	44,500	47,980	50,000
034 5030-070-190	Other Equipment Maint	230,691	306,866	225,992	230,500	124,560	274,617	247,000
034 5030-070-210	Advertising	48,425	35,299	30,975	35,000	11,056	30,266	35,000
034 5030-070-220	Printing/Copying	10,066	11,890	15,278	15,000	4,190	14,855	15,000
034 5030-070-230	Professional/Temp Service	19,350	24,492	12,300	25,000	16,108	51,668	125,000
034 5030-070-260	Rent of Property & Equipmt	208	687	679	5,000	776	1,858	5,000
034 5030-070-280	Administrative Expense	1,189,564	1,202,881	1,141,037	1,224,200	692,251	1,190,537	1,227,000
034 5030-070-320	Office/Computer Supplies	5,895	3,678	2,694	5,000	2,051	4,964	5,000
034 5030-070-340	Maint and Repair Materials	326,784	289,616	291,041	289,600	145,446	324,086	290,000
034 5030-070-350	Tools/Equipment (under \$1,000)	24,244	33,329	57,649	55,000	19,074	31,637	55,000
034 5030-070-370	New Water Service	12,175	17,854	119,571	120,000	22,195	104,993	120,000
034 5030-070-390	Water Purchases	181,608	392,635	1,347,610	2,300,000	1,230,200	1,535,683	1,120,000
034 5030-070-410	Meeting Expense	291	608	126	1,000	-	75	1,000
034 5030-070-420	Utilities	1,300,362	1,479,619	1,922,334	1,950,000	731,135	1,466,010	1,850,000
034 5030-070-430	Uniform Allowance	15,640	13,414	13,680	14,500	9,805	15,820	14,500
034 5030-070-440	Training Expense	100	320	5,870	10,000	20,552	22,507	10,000
034 5030-070-450	Publication and Dues	4,280	3,998	5,728	6,000	8,978	10,869	6,000
034 5030-070-460	Postage	26,322	29,646	46,081	46,500	23,243	58,414	46,500
034 5030-070-520	Insurance, Liability	36,000	36,000	36,000	50,425	25,213	50,425	50,424
034 5030-070-620	Debt Redemption/Fiscal Chgs	1,200,194	1,061,560	1,079,311	1,370,050	685,024	1,370,049	1,370,049
034 5030-070-650	Depreciation Expense	155,162	155,162	155,162	165,200	77,582	155,162	155,160
034 5030-070-660	Other Expense	251,888	258,252	299,573	315,200	208,729	310,940	315,200
034 5030-070-670	Franchise Fee	332,724	332,724	332,724	332,724	166,362	332,724	332,724
034 5030-070-710	Office Equipment (over \$1,000)	1,431	-	-	-	-	-	-
034 5030-070-730	Other Mach/Equip (over 1,000)	56,951	96,153	95,407	95,500	19,627	41,211	70,000
034 5030-070-740	Computer Equip (over \$1,000)	-	-	-	-	-	-	-
TOTAL		6,928,055	7,041,703	8,915,701	10,471,599	5,231,925	9,281,348	9,391,241

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER METER READING/CUSTOMER SERVICE								
034 5030-071-010	Salaries, Regular	141,652	135,052	183,518	184,500	96,256	198,172	199,284
034 5030-071-020	Salaries, Part-time	38,823	40,217	-	-	-	-	-
034 5030-071-030	Salaries, Overtime	-	8	2,407	5,000	1,311	2,514	5,000
034 5030-071-090	Benefits	114,354	117,151	123,463	130,000	64,778	144,667	146,105
034 5030-071-110	Vehicle Maintenance	37,702	48,842	52,041	52,500	30,042	68,454	59,000
034 5030-071-190	Other Equipment Maint	8,400	4,800	5,200	5,500	2,600	5,200	5,500
034 5030-071-230	Professional/Temp Service	-	-	96	-	-	-	-
034 5030-071-320	Office/Computer Supplies	-	-	-	-	11	32	-
034 5030-071-340	Maint and Repair Materials	759	566	570	2,500	127	382	2,500
034 5030-071-350	Tools/Equipment (under \$1,000)	55	208	2,185	2,200	886	1,377	2,000
034 5030-071-420	Utilities	2,851	3,045	3,030	3,500	1,392	2,901	3,500
034 5030-071-430	Uniform Allowance	2,675	2,065	2,837	3,000	923	2,186	3,000
034 5030-071-440	Training Expense	-	-	-	-	-	-	-
034 5030-071-520	Insurance, Liability	2,400	2,400	2,400	3,362	1,682	3,362	3,362
034 5030-071-660	Other Expense	-	-	-	-	-	-	-
TOTAL		349,670	354,354	377,748	392,062	200,008	429,247	429,251

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER QUALITY ASSURANCE								
034 5030-072-010	Salaries, Regular	210,806	223,265	198,206	202,500	100,323	206,831	210,379
034 5030-072-030	Salaries, Overtime	-	-	-	1,000	-	1,008	1,000
034 5030-072-090	Benefits	114,587	128,502	118,793	125,000	55,399	134,514	133,420
034 5030-072-110	Vehicle Maintenance	44,310	42,100	43,267	45,000	16,834	34,910	45,000
034 5030-072-190	Other Equipment Maintenance	60,000	60,000	58,473	60,000	17,622	35,121	60,000
034 5030-072-220	Printing/Copying	-	-	-	-	-	-	-
034 5030-072-230	Professional/Temp Service	50,003	45,480	92,480	92,500	43,928	80,420	92,500
034 5030-072-320	Office/Computer Supplies	384	-	-	500	-	-	-
034 5030-072-340	Maint & Repair Materials	16,579	15,896	16,117	18,500	5,394	16,070	18,500
034 5030-072-350	Tools/Equipment (under \$1,000)	1,457	1,306	290	5,000	247	869	5,000
034 5030-072-430	Uniform Allowance	-	-	-	-	-	-	-
034 5030-072-460	Postage	-	-	17	-	-	-	-
034 5030-072-490	Special Consumables	12,842	13,018	24,154	24,500	(2,130)	2,226	18,000
034 5030-072-520	Insurance, Liability	3,300	3,300	3,300	4,622	2,312	4,622	4,622
034 5030-072-660	Other Expense	-	-	-	1,000	-	-	-
034 5030-072-730	Other Mach/Equip (over \$1,000)	-	-	-	-	-	3,051	-
TOTAL		514,269	532,866	555,096	580,122	239,927	519,642	588,421

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
HYDRANT TESTING								
034 5030-073-010	Salaries, Regular	-	103,689	137,110	213,154	81,669	161,110	213,154
034 5030-073-030	Salaries, Overtime	-	2,117	84	1,000	1,100	1,329	1,000
034 5030-073-090	Benefits	-	69,435	97,974	128,104	51,856	115,369	128,104
034 5030-073-110	Vehicle Maintenance	-	-	-	40,500	-	-	40,500
034 5030-073-230	Professional/Temp Service	-	185	250	1,000	215	425	1,000
034 5030-073-320	Office/Computer Supplies	-	-	-	500	-	-	-
034 5030-073-340	Maint and Repair Materials	-	1,364	1,932	7,500	-	-	7,500
034 5030-073-350	Tools/Equipment (under \$1,000)	533	-	1,875	2,000	-	-	200
034 5030-073-660	Other Expense	-	-	-	1,000	-	-	1,000
034 5030-073-720	Automotive Equipment	-	-	-	175,000	-	-	175,000
034 5030-073-730	Other Mach/Equipment (over \$1,	2,887	5,094	17,486	15,000	-	-	15,000
TOTAL		3,420	181,884	256,710	584,758	134,841	278,233	582,458

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RECYCLED WATER								
034 5030-074-010	Salaries, Regular	-	-	-	120,000	-	291	120,000
034 5030-074-030	Salaries, Overtime	-	-	-	-	-	498	-
034 5030-074-090	Benefits	-	-	-	85,000	-	557	85,000
034 5030-074-340	Maint and Repair Materials	-	-	-	5,000	480	4,032	5,000
034 5030-074-350	Tools/Equipment (under \$1,000)	-	-	-	2,000	-	572	2,000
034 5030-074-420	Utilities	-	-	569	1,200	3,120	19,228	20,000
034 5030-074-490	Special Consumables	-	-	-	42,000	5,578	5,577	8,000
034 5030-074-660	Other Expense	-	-	-	1,000	-	5,391	2,500
034 5030-074-730	Other Mach/Equip over (\$1,000)			-	-	1,804	1,804	2,000
TOTAL		-	-	569	256,200	10,982	37,950	244,500

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER REPLACEMENT								
080 4210	Transfers from Other Funds	5,000,000	500,000	3,000,000	4,000,000	-	4,000,000	1,000,000
080 4220	Transfers to Other Funds	(2,366,999)	(18,029,446)	(14,488,622)	(26,948,656)	(611,433)	(5,442,123)	(29,341,913)
080 4516	State Grants	1,817,901	1,078,101	81,200	3,000,000	-	-	3,000,000
080 4601	Interest on Investments	245,100	183,244	424,226	250,000	272,784	446,646	400,000
080 4891	Service Connection Fees	20,814	38,639	7,389	7,000	11,242	17,488	20,000
080 4892	Acreage Fees - Developers	332,954	289,845	157,440	150,000	179,692	218,416	220,000
080 4897	Interdepartmental Serv Charge	559,622	565,650	584,268	605,000	302,595	605,188	605,000
080 4992	Sale of Personal Property	3,223	2,754	-	-	1,421	1,421	-
TOTAL REVENUE		2,979,613	2,158,232	1,254,524	4,012,000	767,733	1,289,159	4,245,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
WATER REPLACEMENT - EQUIPMENT REPLACEMENT								
080 5030-095-720	Automotive Equipment	-	152,190	37,838	105,000	-	-	345,000
080 5030-095-730	Other Machinery/Equipment	-	269,845	587,342	575,000	-	757,358	150,000
080 5030-095-740	Computer Equipment	-	-	-	-	-	-	5,000
TOTAL		-	422,035	625,180	680,000	-	757,358	500,000

RISK MANAGEMENT

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RISK MANAGEMENT								
050 4220	Transfers to Other Funds	(73,563)	(13,733)	(11,708)	(405,000)	(128,202)	(396,186)	(360,000)
050 4601	Interest on Investments	12,496	-	16,290	-	-	-	
050 4901	Liability Insurance	514,916	621,116	621,116	870,000	435,000	870,000	870,000
050 4902	Health & Life Insurance	5,189,858	5,057,698	5,186,895	5,900,000	2,943,147	5,992,274	6,200,000
050 4903	Unemployment Insurance	121,130	123,943	145,651	125,000	67,111	133,874	140,000
050 4904	Workers Compensation Insurance	1,411,309	1,467,734	1,663,952	1,700,000	823,181	1,656,181	1,700,000
050 4905	Automobile Insurance	178,110	188,311	191,930	564,000	249,090	518,276	540,000
050 4998	Penalties	942	874	273	250	(42)	100	200
050 4999	Other Revenues			(217)	-	-	-	-
TOTAL		7,428,761	7,459,675	7,825,890	9,159,250	4,517,487	9,170,705	9,450,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

ADMINISTRATION

050-5011-015-010 Salaries, Regular
050-5011-015-090 Benefits
050-5011-015-190 Other Equipment Maint
050-5011-015-220 Printing/Copying
050-5011-015-410 Meeting Expense
050-5011-015-440 Training Expense
050-5011-015-450 Publication and Dues
050-5011-015-660 Other Expense
050-5011-015-710 Office equipment (over \$1,000)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
147,097	142,273	157,972	186,277	89,632	194,972	179,739
80,846	79,012	88,848	105,396	47,712	122,355	108,595
372	186	407	407	204	500	400
-	-	-	-	-	-	-
-	160	336	350	184	254	350
430	2,323	3,346	3,500	-	2,316	3,500
268	300	-	300	-	300	300
1,556	1,409	332	800	-	196	800
-	887	-	700	-	-	700
230,569	226,550	251,241	297,730	137,732	320,893	294,384

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

RM LIABILITY

050-5011-016-540 Administration & Premiums
050-5011-016-550 Loss Control Services
050-5011-016-560 Claims (Expected Losses)

TOTAL

RM PROPERTY

050-5011-017-540 Administration & Premiums
050-5011-017-560 Claims (Expected Losses)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
815,948	908,599	1,077,252	1,200,000	1,145,664	1,520,662	1,630,000
5,346	4,735	2,148	2,500	-	2,147	2,500
	(71,849)	14,447	10,000	10,581	61,218	10,000
821,294	841,484	1,093,847	1,212,500	1,156,245	1,584,027	1,642,500
521,634	801,756	989,541	1,100,000	1,291,571	1,291,571	1,460,000
3,100	-	13,303	-	-	-	-
524,734	801,756	1,002,844	1,100,000	1,291,571	1,291,571	1,460,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

RM WORKERS COMPENSATION

050-5011-018-540 Administration & Premiums
050-5011-018-550 Loss Control Services
050-5011-018-560 Claims (Expected Losses)

TOTAL

RM EMPLOYEE MEDICAL

050-5011-019-540 Administration & Premiums
050-5011-019-560 Claims (Expected Losses)

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
408,707	454,775	495,881	520,000	391,288	519,563	520,000
25,035	29,139	32,805	35,000	11,359	30,239	35,000
1,040,291	1,303,625	710,708	800,000	110,146	719,494	800,000
1,474,033	1,787,539	1,239,393	1,355,000	512,793	1,269,296	1,355,000
1,510,614	1,329,494	1,386,157	1,500,000	859,902	1,493,995	1,500,000
3,187,095	3,885,657	3,446,591	3,800,000	1,936,301	3,992,602	4,000,000
4,697,709	5,215,150	4,832,748	5,300,000	2,796,203	5,486,597	5,500,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
RM UNEMPLOYMENT								
050-5011-020-560	Claims (Expected Losses)	93,675	39,763	60,813	50,000	18,161	48,587	50,000
TOTAL		93,675	39,763	60,813	50,000	18,161	48,587	50,000
RM EMPLOYMENT PRACTICES								
050-5011-021-540	Administration & Premiums	186,392	214,975	257,905	300,000	245,172	245,172	310,000
050-5011-021-560	Claims (Expected Losses)	50,303	12,870	32,905	50,000	(73,889)	52,418	50,000
TOTAL		236,695	227,846	290,810	350,000	171,283	297,590	360,000
GRAND TOTAL RISK MANAGEMENT		8,078,709	9,140,088	8,771,696	9,665,230	6,083,988	10,298,561	10,661,884

EQUIPMENT MAINTENANCE

ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
EQUIPMENT MAINTENANCE								
053 4601	Interest on Investments	2,873	1,521	316	200	-	-	-
053 4609	Rent of Equipment	21,081	17,334	18,810	18,500	12,411	25,000	25,000
053 4822	Fuel Sales	1,292,431	1,682,610	1,896,484	1,984,500	1,027,333	1,928,068	1,950,000
053 4897	Interdepartmental Serv Charge	556,214	562,584	596,043	800,000	328,351	704,706	730,000
053 4899	Other Service Charges	155,862	170,966	173,132	175,000	94,348	192,303	195,000
053 4995	Reimbursements & Refunds	112,126	105,596	43,262	36,000	4,765	12,786	15,000
053 4999	Other Revenues	1,631,134	1,407,044	1,725,462	1,725,000	1,023,769	1,844,115	1,850,000
TOTAL REVENUE		3,771,722	3,947,655	4,453,508	4,739,200	2,490,977	4,706,978	4,765,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
EQUIPMENT MAINTENANCE								
053 5030-090-010	Salaries, Regular	472,854	462,511	494,137	495,000	268,366	510,625	531,460
053 5030-090-030	Salaries, Overtime	53,811	57,339	101,054	54,000	51,001	108,542	107,055
053 5030-090-090	Benefits	284,744	297,037	336,084	350,000	169,101	355,948	362,343
053 5030-090-110	Vehicle Maintenance	60,689	65,481	85,926	90,000	46,201	93,417	90,000
053 5030-090-120	Building/Grounds Maint	17,884	14,049	19,778	20,000	3,325	10,257	20,000
053 5030-090-140	Computer Maintenance	8,104	10,982	14,341	15,000	14,619	16,426	15,000
053 5030-090-190	Other Equipment Maint	189,793	176,917	234,209	235,000	87,932	169,141	198,600
053 5030-090-220	Printing/Copying	311	267	333	300	144	350	300
053 5030-090-230	Professional/Temp Service	1,394	115	1,162	2,000	1,105	1,904	2,000
053 5030-090-250	Outside Automotive	1,616,377	1,419,558	1,847,533	1,810,000	805,328	1,725,038	1,810,000
053 5030-090-260	Rent of Property & Equipmt	1,276	1,297	3,382	3,000	405	743	2,000
053 5030-090-310	Fuel and Lubricants	877,287	1,379,298	1,432,769	1,450,000	545,893	1,104,446	1,450,000
053 5030-090-320	Office/Computer Supplies	8,467	6,184	3,061	5,000	837	1,855	5,000
053 5030-090-330	Janitorial Supplies	914	136	331	500	-	138	500
053 5030-090-340	Maint and Repair Material	616	608	674	2,500	130	261	2,500
053 5030-090-350	Tools/Equipment (under \$1,000)	23,596	39,927	43,968	30,000	9,050	27,987	30,000
053 5030-090-380	Automotive Parts	56,106	79,499	101,454	83,200	37,142	89,373	94,500
053 5030-090-420	Utilities	44,741	54,176	53,595	55,000	28,674	51,360	55,000
053 5030-090-430	Uniform Allowance	12,767	10,050	10,631	12,000	4,410	8,073	10,500
053 5030-090-440	Training Expense	235	1,112	770	1,500	2,188	2,188	1,500
053 5030-090-450	Publication and Dues	3,789	3,854	4,060	5,000	1,992	2,176	5,000
053 5030-090-460	Postage	81	-	59	-	5	5	-
053 5030-090-520	Insurance, Liability	15,900	15,900	15,900	22,272	11,136	22,272	22,272
053 5030-090-660	Other Expense	5,430	4,531	4,134	5,000	2,976	5,818	5,000
053 5030-090-730	Other Mach/Equip (over \$1000)	20,638	2,205	4,236	5,000	2,513	2,513	5,000
TOTAL		3,777,805	4,103,031	4,813,581	4,751,272	2,094,473	4,310,856	4,825,530

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 4516	State grants	-	-	-	-	-	-	
093 4601	Interest on Investments	14,885	14,466	14,070	20,000	14,251	20,794	20,000
093 4897	Interdepartmental Serv Charge	150,606	150,606	153,082	161,582	83,695	167,642	168,000
093 4992	Sale of Personal Property	2,010	1,940	-	-	-	-	
TOTAL REVENUE		167,501	167,012	167,152	181,582	97,946	188,436	188,000

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	31-Dec-23	PROJECTED FYE	2024/25 BUDGET
-	-	157,125	-	-	-	-
-	7,938	414,645	99,000	-	29,530	-
-	7,938	571,770	99,000	-	29,530	-

LANDSCAPE MAINTENANCE DISTRICTS ANNUAL BUDGET



FY 2024/2025

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

LANDSCAPE MAINTENANCE DISTRICTS

061 4005 Assessments

TOTAL

END

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
150,930	160,446	134,938	177,000	94,794	175,587	186,000
150,930	160,446	134,938	177,000	94,794	175,587	186,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 41, BEVERLY GLENN (lighting only)

061-5050-001-420 Utilities
061-5050-001-660 Other Expenses

TOTAL

DISTRICT 42, SIERRA ESTATES

061-5050-002-120 Building/Grounds Maintenance
061-5050-002-230 Professional/Temp Services
061-5050-002-420 Utilities
061-5050-002-660 Other Expenses

TOTAL

DISTRICT 43, SIERRA MEADOWS #2

061-5050-003-010 Salaries, Regular
061-5050-003-030 Salaries, Overtime
061-5050-003-090 Benefits
061-5050-003-120 Building/Grounds Maintenance
061-5050-003-230 Professional/Temp Services
061-5050-003-420 Utilities
061-5050-003-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
129	112	128	150	55	122	130
-	5	0	-	-	-	
129	116	128	150	55	122	130
168	-	661	700	75	151	600
3,664	2,613	2,613	3,000	1,089	2,612	2,800
1,756	1,274	1,430	1,850	641	1,660	1,850
-	-	-	-	-	-	
5,588	3,887	4,704	5,550	1,805	4,423	5,250
-	-	772	500	205	410	500
-	78	-	-	-	-	-
-	46	555	355	123	246	250
161	152	248	500	75	151	300
3,866	4,320	4,680	4,800	1,950	4,680	4,800
5,177	5,325	4,672	5,500	2,603	5,206	5,500
-	118	-	-	58	111	-
9,204	10,040	10,928	11,655	5,015	10,804	11,350

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 44, SUMMIT ESTATES #1								
061-5050-004-010	Salaries, Regular	65	-	636	650	839	1,678	1,500
061-5050-004-020	Salaries, Part-time	562	1,447	875	1,500	-	-	750
061-5050-004-090	Benefits	238	587	822	1,022	618	1,236	1,100
061-5050-004-120	Building/Grounds Maintenance	110	5	24	100	75	93	100
061-5050-004-230	Professional/Temp Services	311	-	-	-	-	-	-
061-5050-004-420	Utilities	2,248	2,068	2,062	2,400	960	2,086	2,400
061-5050-004-660	Other Expenses	17	118	-	50	58	111	50
TOTAL		3,551	4,224	4,418	5,722	2,550	5,204	5,900
DISTRICT 45, NEW EXPRESSIONS #5 (lighting only)								
061-5050-005-120	Building/Grounds Maintenance	142	5	1	-	-	-	-
061-5050-005-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-005-420	Utilities	988	858	980	1,000	422	843	1,000
061-5050-005-660	Other Expenses	-	44	-	-	76	111	-
TOTAL		1,130	906	981	1,000	498	954	1,000
DISTRICT 46, MOOREA MANOR								
061-5050-006-120	Building/Grounds Maintenance	-	-	24	100	-	-	100
061-5050-006-230	Professional/Temp Services	2,030	2,613	2,613	2,613	871	2,613	2,613
061-5050-006-420	Utilities	1,033	1,027	911	1,500	414	839	1,100
061-5050-006-660	Other Expenses	17	79	-	100	-	-	100
TOTAL		3,080	3,719	3,548	4,313	1,285	3,452	3,913

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 50, RIVERVIEW ESTATES, PHASE 5 (lighting only)								
061-5050-007-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-007-420	Utilities	465	342	329	700	154	374	400
061-5050-007-660	Other Expenses	17	-	-	50	-	-	-
TOTAL		482	347	329	750	154	374	400
DISTRICT 47, CHELSEA GLEN								
061-5050-008-120	Building/Grounds Maintenance	212	-	24	100	75	102	100
061-5050-008-230	Professional/Temp Services	1,740	2,088	2,088	2,088	870	2,088	2,088
061-5050-008-420	Utilities	248	1,403	2,510	2,500	991	2,351	2,500
061-5050-008-660	Other Expenses	114	118	-	100	-	-	100
TOTAL		2,315	3,609	4,622	4,788	1,937	4,541	4,788
DISTRICT 48, NADER HOMES								
061-5050-009-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-009-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-009-420	Utilities	-	-	-	100	-	-	100
061-5050-009-660	Other Expenses	114	-	-	-	18	36	-
TOTAL		114	5	-	100	18	36	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 49 RANCH VICTORIA PHASE 2-4

061-5050-010-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-010-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-010-420	Utilities	-	-	-	100	-	-	100
061-5050-010-660	Other Expenses	114	-	-	-	18	36	-
TOTAL		114	5	-	100	18	36	100

DISTRICT 51 SUMMIT ESTATES TWO, PHASE I

061-5050-011-120	Building/Grounds Maintenance	95	5	-	-	75	93	100
061-5050-011-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-011-420	Utilities	-	-	-	-	-	-	-
061-5050-011-660	Other Expenses	114	-	-	100	-	-	100
TOTAL		210	5	-	100	75	93	200

DISTRICT 52 SUMMIT HERITAGE VILLAS

061-5050-012-120	Building/Grounds Maintenance	-	5	-	100	-	-	100
061-5050-012-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-012-420	Utilities	-	-	-	-	-	-	-
061-5050-012-660	Other Expenses	114	-	-	-	18	36	-
TOTAL		114	5	-	100	18	36	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 53 TROOPER TERRACE

061-5050-013-120 Building/Grounds Maintenance
061-5050-013-230 Professional/Temp Services
061-5050-013-420 Utilities
061-5050-013-660 Other Expenses

TOTAL

DISTRICT 54 WINDSOR COURT

061-5050-014-120 Building/Grounds Maintenance
061-5050-014-230 Professional/Temp Services
061-5050-014-420 Utilities
061-5050-014-660 Other Expenses

TOTAL

DISTRICT 55 SUMMIT EST II PH2

061-5050-015-120 Building/Grounds Maintenance
061-5050-015-230 Professional/Temp Services
061-5050-015-420 Utilities
061-5050-015-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
58	-	669	700	75	193	700
997	1,196	1,196	1,196	498	897	1,196
253	1,206	1,049	1,400	442	926	1,200
97	44	-	50	58	111	50
1,405	2,446	2,914	3,346	1,074	2,127	3,146
49	-	274	300	75	144	300
870	2,088	2,088	2,088	870	2,088	2,088
195	2,594	2,164	2,500	976	2,428	2,500
114	-	-	50	58	111	50
1,228	4,682	4,527	4,938	1,980	4,771	4,938
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	74	-	100	18	36	100
-	74	-	100	18	36	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 56 ROYAL OAKS 1-A								
061-5050-016-020	Salaries, Part-time	-	-	-	1,300	-	-	1,300
061-5050-016-090	Benefits	-	-	-	500	-	-	500
061-5050-016-120	Building/Grounds Maintenance	-	-	176	200	133	607	200
061-5050-016-420	Utilities	-	941	1,351	1,500	1,212	1,982	1,500
061-5050-016-660	Other Expenses	-	74	-	100	-	-	100
TOTAL		-	1,015	1,527	3,600	1,345	2,589	3,600
DISTRICT 57 VILLA SIERRA MEADOW								
061-5050-017-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-017-090	Benefits	-	-	-	-	-	-	-
061-5050-017-120	Building/Grounds Maintenance	-	-	-	1,000	-	-	500
061-5050-017-230	Professional/Temp Services	-	-	-	3,000	-	-	1,500
061-5050-017-420	Utilities	-	-	-	1,500	-	-	1,000
061-5050-017-660	Other Expenses	-	-	-	500	475	475	750
TOTAL		-	-	-	6,000	475	475	3,750
DISTRICT 1, WESTWOOD ESTATES 1 - 3 (consolidated*)								
061-5050-036-010	Salaries, Regular	-	-	995	1,000	564	1,203	1,000
061-5050-036-030	Salaries, Overtime	-	-	260	300	-	-	300
061-5050-036-090	Benefits	-	-	815	850	346	855	650
061-5050-036-120	Building/Grounds Maintenance	1,432	1,170	715	1,000	564	1,128	1,000
061-5050-036-230	Professional/Temp Services	4,310	4,355	4,355	4,355	1,815	4,355	4,355
061-5050-036-420	Utilities	4,552	4,781	3,916	5,000	1,991	4,137	5,000
061-5050-036-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		10,311	10,380	11,055	12,605	5,338	11,789	12,405

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

AIRPORT INDUSTRIAL PARK, ANNEX 1

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

			239,670	BUDGET	ACTUAL		PROPOSED
	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
PORTER CREEK, ANNEX 3 (consolidated)**							
061-5050-040-010 Salaries, Regular	-	-	968	1,000	474	949	1,000
061-5050-040-020 Salaries, Part-time	-	-	-	-	-	-	-
061-5050-040-090 Benefits	-	-	684	650	289	578	600
061-5050-040-120 Building/Grounds Maintenance	459	1,654	1,681	1,500	310	788	1,500
061-5050-040-230 Professional/Temp Services	5,962	5,529	5,450	6,000	2,304	5,904	5,700
061-5050-040-420 Utilities	3,500	4,286	2,858	4,000	1,213	2,529	3,000
061-5050-040-660 Other Expenses	-	74	-	100	58	111	100
TOTAL	9,920	11,543	11,640	13,250	4,648	10,859	11,900
LA VIDA PARK, ANNEX 4							
061-5050-041-010 Salaries, Regular	165	-	669	600	993	2,140	2,000
061-5050-041-020 Salaries, Part-time	548	1,590	875	1,500	-	-	1,000
061-5050-041-090 Benefits	278	645	850	850	714	1,724	1,600
061-5050-041-120 Building/Grounds Maintenance	95	136	24	350	227	275	300
061-5050-041-230 Professional/Temp Services	198	-	-	-	-	-	-
061-5050-041-420 Utilities	1,318	1,369	1,071	1,500	605	1,284	1,200
061-5050-041-660 Other Expenses	17	162	-	100	58	111	100
TOTAL	2,619	3,902	3,490	4,900	2,597	5,534	6,200

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
WESTWOOD ESTATES 4 - 5, ANNEX 5 (consolidated)*								
061-5050-042-010	Salaries, Regular	-	-	324	300	462	923	500
061-5050-042-090	Benefits	-	-	228	200	284	569	200
061-5050-042-120	Building/Grounds Maintenance	1,172	591	715	1,000	70	156	1,000
061-5050-042-230	Professional/Temp Services	4,262	4,355	4,355	4,500	1,815	4,355	4,500
061-5050-042-420	Utilities	1,783	2,282	2,114	2,500	991	2,182	2,250
061-5050-042-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		7,234	7,303	7,736	8,600	3,680	8,296	8,550
NORTHPOINTE 1, ANNEX 6 (lighting only)								
061-5050-043-120	Building/Grounds Maintenance	-	70	-	-	-	-	-
061-5050-043-420	Utilities	824	652	818	900	352	865	900
061-5050-043-660	Other Expenses		-	-	-	58	58	-
TOTAL		824	721	818	900	410	923	900
QUAIL PARK, PHASE 2, ANNEX 7 (lighting only)								
061-5050-044-120	Building/Grounds Maintenance	-	5	0	-	-	-	-
061-5050-044-420	Utilities	86	75	85	90	37	95	90
061-5050-044-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		86	79	85	90	37	95	90

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
WESTWOOD PARK, UN 3, ANNEX 8 (lighting only)								
061-5050-045-120	Building/Grounds Maintenance	-	5	0	-	-	-	-
061-5050-045-420	Utilities	265	231	264	300	114	280	300
061-5050-045-660	Other Expenses	17	74	-	100	-	-	100
TOTAL		282	310	264	400	114	280	400
MASONIC TEMPLE, ANNEX 9 (lighting only)								
061-5050-046-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-046-420	Utilities	50	45	51	100	22	60	100
061-5050-046-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		50	45	51	100	22	60	100
WESTVIEW, ANNEX 10								
061-5050-047-010	Salaries, Regular	-	-	669	600	839	1,678	1,200
061-5050-047-020	Salaries, Part-time	572	1,464	875	1,500	-	-	750
061-5050-047-090	Benefits	200	595	850	900	618	1,236	800
061-5050-047-120	Building/Grounds Maintenance	95	5	24	50	75	94	100
061-5050-047-230	Professional/Temp Services	69	-	-	-	-	-	-
061-5050-047-420	Utilities	730	658	587	750	253	650	650
061-5050-047-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		1,683	2,795	3,005	3,900	1,843	3,769	3,600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
NEW HORIZONS, PHASE 1, ANNEX 11 (lighting only)								
061-5050-048-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-048-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-048-420	Utilities	842	735	839	900	361	952	900
061-5050-048-660	Other Expenses	-	44	-	-	58	58	-
TOTAL		842	784	839	900	419	1,010	900
SUNRISE ESTATES, PHASE 6, ANNEX 12								
061-5050-049-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-049-090	Benefits	-	-	-	-	-	-	-
061-5050-049-120	Building/Grounds Maintenance	-	5	24	100	75	97	100
061-5050-049-420	Utilities	300	261	501	550	128	360	550
061-5050-049-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		300	265	525	650	204	457	650
NORTHPOINTE II, ANNEX 15 (lighting only)								
061-5050-052-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-052-420	Utilities	259	225	257	300	110	270	300
061-5050-052-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		259	229	257	300	110	270	300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

WISCONSIN MANOR I, ANNEX 14

061-5050-053-120 Building/Grounds Maintenance
061-5050-053-230 Professional/Temp Services
061-5050-053-420 Utilities
061-5050-053-660 Other Expenses

TOTAL

NEW HORIZONS, PHASE 2, ANNEX 16 (lighting only)

061-5050-054-120 Building/Grounds Maintenance
061-5050-054-230 Professional/Temp Services
061-5050-054-420 Utilities
061-5050-054-660 Other Expenses

TOTAL

WESTWOOD VILLAGE MOBILE HOME PARK, ANNEX 18 (lighting only)

061-5050-056-120 Building/Grounds Maintenance
061-5050-056-420 Utilities
061-5050-056-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
95	5	24	100	75	94	100
159	-	-	-	-	-	-
636	609	543	700	232	598	700
17	118	-	100	58	111	100
908	732	567	900	366	803	900
-	5	-	-	-	-	-
55	-	-	-	-	-	-
640	605	691	700	297	725	700
-	-	-	-	58	58	60
695	609	691	700	355	783	760
-	-	-	-	-	-	-
252	225	255	300	110	270	300
-	-	-	-	-	-	-
252	225	255	300	110	270	300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
CASTLE WOODS, PHASE 1, ANNEX 19 (lighting only)								
061-5050-057-120	Building/Grounds Maintenance	-	-	0			-	
061-5050-057-420	Utilities	436	380	434	450	187	440	450
061-5050-057-660	Other Expenses	-	44	-	-	58	58	-
TOTAL		436	424	434	450	245	498	450
DISTRICT 2, NORTH CREEK SUBDIVISION (consolidated)**								
061-5050-058-010	Salaries, Regular	-	-	374	400	410	821	800
061-5050-058-090	Benefits	-	-	255	250	253	505	450
061-5050-058-120	Building/Grounds Maintenance	323	606	969	1,000	203	274	1,000
061-5050-058-230	Professional/Temp Services	5,676	5,529	5,813	5,900	2,304	5,787	5,900
061-5050-058-420	Utilities	2,345	2,661	1,878	2,500	1,199	2,160	2,500
061-5050-058-660	Other Expenses	17	74	-	100	58	111	100
TOTAL		8,361	8,871	9,289	10,150	4,427	9,658	10,750
DISTRICT 3, NEW EXPRESSIONS, PHASE 1 (lighting only)								
061-5050-059-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-059-420	Utilities	429	373	426	500	183	460	500
061-5050-059-660	Other Expenses	-	74	-	100	58	111	100
TOTAL		429	451	426	600	241	571	600

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 4, RIVER SPRINGS, PHASE 1

061-5050-060-010 Salaries, Regular
061-5050-060-020 Salaries, Part-time
061-5050-060-090 Benefits
061-5050-060-120 Building/Grounds Maintenance
061-5050-060-230 Professional/Temp Services
061-5050-060-420 Utilities
061-5050-060-660 Other Expenses

TOTAL

DISTRICT 5, CASTLE WOODS, PHASE 2

061-5050-061-120 Building/Grounds Maintenance
061-5050-061-230 Professional/Temp Services
061-5050-061-420 Utilities
061-5050-061-660 Other Expenses

TOTAL

DISTRICT 6, CREEKVIEW SUBDIVISION (consolidated)**

061-5050-062-010 Salaries, Regular
061-5050-062-090 Benefits
061-5050-062-120 Building/Grounds Maintenance
061-5050-062-230 Professional/Temp Services
061-5050-062-420 Utilities
061-5050-062-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	-	661	600	942	1,884	1,900
520	1,446	905	1,500	-	-	750
185	586	850	850	680	1,360	1,350
127	178	1,794	1,700	75	98	200
109	-	-	-	217	217	300
1,628	1,554	1,457	1,600	636	1,550	1,600
17	118	-	100	58	111	100
2,585	3,882	5,667	6,350	2,609	5,220	6,200
118	-	24	100	75	100	100
876	744	744	1,200	310	744	800
1,189	1,161	1,109	1,200	442	1,100	1,200
17	118	-	100	58	111	100
2,200	2,023	1,878	2,600	886	2,055	2,200
-	-	150	150	410	820	900
-	-	108	100	253	506	550
492	606	971	1,000	75	200	1,000
5,581	5,529	5,450	5,750	2,304	5,550	5,750
1,914	2,431	1,593	2,000	1,132	1,857	2,000
17	74	-	-	58	111	100
8,004	8,640	8,271	9,000	4,233	9,044	10,300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 7, FORD ESTATES, PHASE 1

061-5050-063-010 Salaries, Regular
061-5050-063-020 Salaries, Part-time
061-5050-063-090 Benefits
061-5050-063-120 Building/Grounds Maintenance
061-5050-063-230 Professional/Temp Services
061-5050-063-420 Utilities
061-5050-063-660 Other Expenses

TOTAL

DISTRICT 8, RIVER BREEZE SUBDIVISION

061-5050-064-010 Salaries, Regular
061-5050-064-090 Benefits
061-5050-064-120 Building/Grounds Maintenance
061-5050-064-230 Professional/Temp Services
061-5050-064-420 Utilities
061-5050-064-660 Other Expenses

TOTAL

DISTRICT 9, ORCHARD RIDGE, PHASE 3 (lighting only)

061-5050-065-120 Building/Grounds Maintenance
061-5050-065-420 Utilities
061-5050-065-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	-	636	600	839	1,678	1,600
466	1,318	875	1,500	-	-	750
165	539	820	850	618	1,236	1,200
95	5	24	100	75	100	100
71	-	-	-	-	-	-
762	665	660	800	299	756	800
17	118	-	100	58	111	100
1,577	2,644	3,015	3,950	1,889	3,881	4,550
-	-	-	-	308	616	650
-	-	-	-	188	376	450
-	-	161	100	154	225	225
1,794	1,307	1,307	2,000	436	1,325	1,400
823	1,219	1,056	1,200	406	1,100	1,100
17	118	-	100	58	111	100
2,634	2,644	2,523	3,400	1,549	3,753	3,925
-	5	-	-	-	-	-
429	373	426	550	183	475	550
-	-	-	-	-	-	-
429	377	426	550	183	475	550

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 10, ORCHARD RIDGE, PHASE 4 (lighting only)								
061-5050-066-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-066-420	Utilities	172	149	170	250	73	200	250
061-5050-066-660	Other Expenses	17	74	-	100	-	-	100
TOTAL		189	228	170	350	73	200	350
DISTRICT 11, ORCHARD RIDGE, PHASE 5 (lighting only)								
061-5050-067-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-067-420	Utilities	601	522	596	600	256	650	600
061-5050-067-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		601	526	596	600	256	650	600
DISTRICT 12, WESTWOOD ESTATES, PHASE 2 (consolidated*)								
061-5050-068-010	Salaries, Regular	-	-	847	1,000	564	1,128	1,200
061-5050-068-090	Benefits	-	-	593	600	343	686	700
061-5050-068-120	Building/Grounds Maintenance	1,172	802	715	1,000	233	2,700	1,000
061-5050-068-230	Professional/Temp Services	3,020	4,355	3,992	4,200	1,815	3,987	4,000
061-5050-068-420	Utilities	2,387	1,777	2,198	2,500	1,080	2,359	2,500
061-5050-068-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		6,596	7,052	8,345	9,400	4,093	10,971	9,500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 13, RIVER RANCH, PHASE 3

061-5050-069-120 Building/Grounds Maintenance
061-5050-069-230 Professional/Temp Services
061-5050-069-420 Utilities
061-5050-069-660 Other Expenses

TOTAL

DISTRICT 14, RIVER SPRINGS, PHASE 2 (lighting only)

061-5050-070-120 Building/Grounds Maintenance
061-5050-070-420 Utilities
061-5050-070-660 Other Expenses

TOTAL

DISTRICT 15, MEADOWOOD, PHASE 1

061-5050-071-120 Building/Grounds Maintenance
061-5050-071-230 Professional/Temp Services
061-5050-071-420 Utilities
061-5050-071-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	5	24	100	75	100	100
327	1,307	1,307	1,350	653	1,307	1,620
351	306	349	400	150	375	400
-	-	-			-	
677	1,617	1,680	1,850	879	1,782	- 2,120
-	5	-	-	-	-	-
472	410	468	500	201	493	500
-	-	-	-	-	-	-
472	414	468	500	201	493	500
-	5	50	100	75	94	100
219	-	1,261	1,500	548	1,261	1,500
4,951	5,670	3,947	5,000	1,859	4,184	4,100
17	118	-	100	58	111	100
5,187	5,793	5,258	6,700	2,541	5,650	5,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 16, NEW EXPRESSIONS, PHASE 2

061-5050-072-120 Building/Grounds Maintenance
061-5050-072-230 Professional/Temp Services
061-5050-072-420 Utilities
061-5050-072-660 Other Expenses

TOTAL

DISTRICT 17, ORCHARD RIDGE, PHASE 6 (lighting only)

061-5050-073-120 Building/Grounds Maintenance
061-5050-073-420 Utilities
061-5050-073-660 Other Expenses

TOTAL

DISTRICT 18, OHIO NORTH SUBDIVISION (lighting only)

061-5050-074-120 Building/Grounds Maintenance
061-5050-074-420 Utilities
061-5050-074-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
-	-	205	200	75	100	200
2,174	2,613	2,613	2,613	1,089	2,613	3,136
2,051	1,665	2,182	2,200	769	2,017	2,200
-	-	-	-	58	111	-
4,225	4,278	5,000	5,013	1,991	4,841	5,536
-	5	-	-	-	-	-
300	261	298	300	128	313	300
-	-	-	-	58	111	-
300	265	298	300	187	424	300
-	5	-	-	-	-	-
86	75	85	100	37	90	100
17	-	-	-	-	-	-
103	79	85	100	37	90	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 19, WILLIAMS RANCH, PHASE 1								
061-5050-075-010	Salaries, Regular	-	-	449	500	1,026	2,052	2,000
061-5050-075-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-075-090	Benefits	-	-	321	300	630	1,260	1,200
061-5050-075-120	Building/Grounds Maintenance	-	118	5,086	300	131	193	300
061-5050-075-230	Professional/Temp Services	1,560	1,560	1,560	1,560	650	1,560	1,872
061-5050-075-420	Utilities	2,461	2,608	1,922	2,700	875	1,944	2,700
061-5050-075-660	Other Expenses	17	44	-	-	58	111	100
TOTAL		4,039	4,330	9,337	5,360	3,369	7,120	8,172
DISTRICT 20, WEST VIEW PLACE SUBDIVISION (lighting only)								
061-5050-076-120	Building/Grounds Maintenance	131	5	-	-	-	-	-
061-5050-076-420	Utilities	173	150	171	200	74	182	200
061-5050-076-660	Other Expenses	17	118	-	100	-	-	100
TOTAL		321	273	171	300	74	182	300
DISTRICT 21, ORCHARD RIDGE, PHASE 7 (lighting only)								
061-5050-077-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-077-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-077-090	Benefits	-	-	-	-	-	-	-
061-5050-077-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-077-230	Professional/Temp Services	611	598	-	-	-	-	-
061-5050-077-420	Utilities	257	224	255	300	110	269	300
061-5050-077-660	Other Expenses	17	74	-	100	-	-	100
TOTAL		885	896	255	400	110	269	400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 22, MEADOWOOD, PHASE 2

061-5050-078-120	Building/Grounds Maintenance	-	5	24	100	75	92	100
061-5050-078-230	Professional/Temp Services	-	-	1,261	1,500	548	1,316	1,500
061-5050-078-420	Utilities	833	726	829	900	357	873	900
061-5050-078-660	Other Expenses	-	-	-	-	-	-	-

TOTAL	833	731	2,114	2,500	980	2,281	2,500
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DISTRICT 23, RIVER VIEW, PHASE 3 (lighting only)

061-5050-079-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-079-420	Utilities	472	410	468	500	201	402	500
061-5050-079-660	Other Expenses	17	118	-	100	58	111	100

TOTAL	489	528	468	600	260	513	600
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DISTRICT 24, ORCHARD RIDGE, PHASE 8

061-5050-080-120	Building/Grounds Maintenance	-	-	24	100	75	93	100
061-5050-080-230	Professional/Temp Services	511	598	1,196	1,196	498	1,196	1,196
061-5050-080-420	Utilities	2,984	2,501	1,849	2,500	901	1,801	2,000
061-5050-080-660	Other Expenses	17	118	-	100	58	111	100

TOTAL	3,512	3,217	3,069	3,896	1,533	3,201	3,396
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CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

DISTRICT 25, CASAS BUENA VISTA

061-5050-081-010 Salaries, Regular
061-5050-081-090 Benefits
061-5050-081-120 Building/Grounds Maintenance
061-5050-081-230 Professional/Temp Services
061-5050-081-420 Utilities
061-5050-081-660 Other Expenses

TOTAL

DISTRICT 26, ORCHARD RIDGE, PHASE 9 (lighting only)

061-5050-082-120 Building/Grounds Maintenance
061-5050-082-230 Professional/Temp Services
061-5050-082-420 Utilities
061-5050-082-660 Other Expenses

TOTAL

DISTRICT 27, NEW EXPRESSIONS, PHASE 3

061-5050-083-120 Building/Grounds Maintenance
061-5050-083-420 Utilities
061-5050-083-660 Other Expenses

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
392	-	671	700	231	762	700
236	-	464	450	142	566	450
569	5,101	1,192	5,000	551	1,200	1,200
9,904	10,785	10,452	10,452	4,572	10,452	12,542
4,425	5,051	3,423	4,000	2,274	4,134	4,000
	118	106	100	58	111	100
15,526	21,054	16,308	20,702	7,828	17,225	18,992
-	5	-	-	-	-	-
-	-	-	-	-	-	-
429	373	426	500	183	475	500
17	74	-	100	58	111	100
446	451	426	600	241	586	600
-	5	24	-	127	169	150
472	410	468	500	201	493	500
-	-	-	-	-	-	-
472	414	492	500	328	662	650

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 28, MEADOWOOD, PHASE 3 (lighting only)								
061-5050-084-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-084-420	Utilities	1,125	978	1,117	1,200	481	1,176	1,200
061-5050-084-660	Other Expenses	17	118	-	100	-	-	100
TOTAL		1,142	1,101	1,117	1,300	481	1,176	1,300
DISTRICT 29, RIVER SPRINGS, PHASE 3 (lighting only)								
061-5050-085-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-085-420	Utilities	386	335	383	500	165	403	500
061-5050-085-660	Other Expenses	-	44	-	-	58	111	100
TOTAL		386	384	383	500	223	514	600
DISTRICT 30, SIERRA MEADOWS, PHASE 1								
061-5050-086-010	Salaries, Regular	-	-	1,017	1,200	154	529	1,200
061-5050-086-030	Salaries, Overtime	77	-	-	-	-	-	-
061-5050-086-090	Benefits	40	-	714	750	92	391	750
061-5050-086-120	Building/Grounds Maintenance	146	163	1,832	2,000	246	492	2,000
061-5050-086-230	Professional/Temp Services	5,066	4,680	4,320	4,320	1,800	4,320	4,320
061-5050-086-420	Utilities	5,558	5,475	4,514	5,500	2,140	4,312	4,700
061-5050-086-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		10,904	10,436	12,397	13,870	4,491	10,155	13,070

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 31, WILLIAMS RANCH, PHASE 2 & 3								
061 5050-087-120	Building/Grounds Maintenance	-	-	113	200	75	150	200
061-5050-087-230	Professional/Temp Services	2,568	2,713	2,838	2,900	867	2,838	2,900
061-5050-087-420	Utilities	1,803	1,869	2,005	2,200	815	2,083	2,200
061-5050-087-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		4,389	4,700	4,957	5,400	1,815	5,182	5,400
DISTRICT 32, SUNRISE VILLA, PHASE 1-3 (lighting only)								
061-5050-088-120	Building/Grounds Maintenance	59	5	-	-	-	-	-
061-5050-088-420	Utilities	558	484	553	600	238	583	600
061-5050-088-660	Other Expenses	17	-	-	-	58	111	-
TOTAL		634	489	553	600	296	694	600
DISTRICT 33, NEW EXPRESSIONS, PHASE 4 (lighting and wall)								
061-5050-089-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-089-420	Utilities	560	487	556	625	239	584	625
061-5050-089-660	Other Expenses		44	-	-	58	111	100
TOTAL		560	535	556	625	297	695	725

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 34, MEADOW BREEZE, PHASE 1 (lighting only)								
061-5050-090-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-090-020	Salaries, Part-time	-	-	-	-	-	-	-
061-5050-090-090	Benefits	-	-	-	-	-	-	-
061-5050-090-120	Building/Grounds Maintenance	1,343	1,320	78	-	-	-	-
061-5050-090-420	Utilities	976	862	881	1,100	381	907	1,100
061-5050-090-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		2,336	2,300	959	1,200	439	1,018	1,200
DISTRICT 35, MEADOW BREEZE, PHASE 2 (lighting only)								
061-5050-091-120	Building/Grounds Maintenance	1,282	1,334	-	-	-	-	-
061-5050-091-420	Utilities	386	335	383	500	165	453	500
061-5050-091-660	Other Expenses	17	44	-	-	58	111	-
TOTAL		1,685	1,713	383	500	223	564	500
DISTRICT 37, RIVERVIEW ESTATES, PHASE 4 (lighting only)								
061-5050-093-120	Building/Grounds Maintenance	-	5	-	-	-	-	-
061-5050-093-420	Utilities	215	186	213	220	92	224	220
061-5050-093-660	Other Expenses	17	162	-	100	-	-	100
TOTAL		232	353	213	320	92	224	320

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2024/25

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	Y-T-D DEC 23	PROJECTED FYE	24/25 BUDGET
DISTRICT 38, RANCH VICTORIA PHASE 1 (lighting only)								
061-5050-094-420	Utilities	692	735	469	500	201	483	500
061-5050-094-660	Other Expenses	17	123	0	100	58	111	100
TOTAL		709	858	470	600	259	594	600
DISTRICT 39, WILLIAMS RANCH PHASE 4 (lighting only)								
061-5050-095-120	Building/Grounds Maintenance	-	5	-	500	-	-	-
061-5050-095-420	Utilities	729	576	723	100	311	761	800
061-5050-095-660	Other Expenses	17	118	-	100	-	-	-
TOTAL		746	699	723	700	311	761	800
DISTRICT 40, AMALENE ESTATES								
061-5050-096-010	Salaries, Regular	174	-	-	-	-	-	-
061-5050-096-090	Benefits	105	-	-	-	-	-	-
061-5050-096-120	Building/Grounds Maintenance	-	-	24	100	75	100	100
061-5050-096-230	Professional/Temp Services	2,243	2,613	2,613	2,613	1,089	2,613	2,613
061-5050-096-420	Utilities	2,330	2,211	2,194	2,500	1,035	2,282	2,500
061-5050-096-660	Other Expenses	17	118	-	100	58	111	100
TOTAL		4,869	4,942	4,831	5,313	2,257	5,106	5,313
TOTAL LANDSCAPE MAINTENANCE DISTRICTS		171,663	194,852	201,269	239,670	94,711	211,710	235,903

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Finance - IT	Misc computer equipment	\$ 40,000
	Servers (2)	\$ 40,000
Engineering	Robotic Survey Equipment	\$ 66,000
Parks Maintenance	Dump Trailer	\$ 13,200
	18' Mower	\$ 110,000
	Pickup Truck*	\$ 65,000
	Pickup Truck*	\$ 65,000
	Chipper Body*	\$ 45,000
Sports Complex	6' Mower	\$ 5,200
Public Works - Streets	2500 Gal Water Truck	\$ 200,000
	2 Axle Semi Truck	\$ 140,000
	Pickup Truck*	\$ 56,000
	Flatbed Truck*	\$ 54,000
Public Works - St Signals, Signs	Stencil Truck	\$ 180,000
	Total General Fund Equipment Replacement	\$ 1,079,400
Airport	Pickup Truck*	\$ 60,000
	Total Airport Equipment Replacement	\$ 60,000
Public Works - Sewer	Vactor*	\$ 701,000
Public Works - WWTF	Water Analyzer*	\$ 40,000
	Dump Truck*	\$ 285,000
Public Works - Ind. Pre-Treatment	Biochemical Oxygen Demand Meter/Stand/Kit	\$ 5,500
	Ammonia/Total Kjeldhal Nitrogen Instrument	\$ 37,000
	Nanopure System	\$ 6,600
	Microbiological Incubator 35 Deg C	\$ 2,500
	Pickup Truck*	\$ 55,000
	Total Sewer Equipment Replacement	\$ 1,132,600

**CITY OF PORTERVILLE
ANNUAL BUDGET
2024-2025**

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Public Works - Solid Waste	Automated Containers	\$ 250,000
	Commercial Bins and Rolloff Containers	\$ 200,000
	Pickup Truck*	\$ 55,000
	Total Solid Waste Equipment Replacement	\$ 505,000
Public Works - Water Quality	Chlorine Station	\$ 150,000
	Service Body w/Crane*	\$ 105,000
Public Works - Water Distribution	Cab and Chassis with Utility Bed and Crane	\$ 120,000
	Cab and Chassis with Utility Bed and Crane	\$ 120,000
	Computer/Miscellaneous Equipment	\$ 5,000
	Total Water Equipment Replacement	\$ 500,000
	TOTAL 2024/25 EQUIPMENT REPLACEMENT	\$ 3,217,000

*Prior approval by Council



CITY COUNCIL AGENDA – JUNE 4, 2024

SUBJECT: Consideration of Draft Resolution Concerning the Identification of Critical Infrastructure

SOURCE: Community Development

COMMENT: The City is preparing to implement the City’s new Ordinance No. 1905, Regulating Unsafe Camping Re: Repealing Article VII of Chapter 18 (Sections 18-76 through 18-83) of the Porterville Municipal Code and replacing it with Chapter 18, Article VII, which regulates unsafe and unauthorized camping and storage of personal property, protection of critical infrastructure, and mitigation of harm to the public's health, safety, and welfare, adopted on April 16, 2024, and effective May 16, 2024.

As outlined in Ordinance No. 1905, the City Manager “by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on public health, safety, or welfare.”

An internal staff committee has been developed to continue with implementing the regulations, designating individuals’ roles, developing protocols and forms, and continue coordination with service providers. This committee has updated the list of critical infrastructure presented at the March 5, 2024, City Council meeting, and enforcement will be focused on the priority areas set by the City Council at its meeting on May 21, 2024. Those include major corridors where schools are located, such as along Henderson Ave, Morton Ave, Olive Ave and commercial districts such as the downtown zone district and waterways. Attached to this staff report are updated Maps that reflect quadrant sectors for the City outlining buffer zones identified in the Ordinance. A map outlining the prioritization of the examples mentioned above is also provided. The enforcement teams will work to obtain voluntary compliance with referral to available services at every encounter.

Staff herein presents for Council's consideration the draft Resolution to establish the critical infrastructure where the enforcement will take place. The Critical infrastructure list is included as Exhibit A to the Resolution.

RECOMMENDATION: That the City Council approve the draft Resolution Approving the Designation of Specified Locations as Critical Infrastructure for Purposes of Municipal Code Chapter 18, Article VII.

ATTACHMENTS:

1. Draft Resolution
2. Exhibit A - Critical Infrastructure
3. Critical Infrastructure Buffer Map
4. Sector 1 map
5. Sector 2 map
6. Sector 3 map
7. Sector 4 map
8. Outreach Flyer for Unsafe Camping Enforcement

Appropriated/Funded:

Review By:

Department Director:

Claudia Calderon, Acting Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING CITY MANAGER'S DESIGNATION OF SPECIFIED
LOCATIONS AS CRITICAL INFRASTRUCTURE FOR PURPOSES OF MUNICIPAL
CODE CHAPTER 18, ARTICLE VII

WHEREAS, on April 16, 2024, the City Council of the City of Porterville adopted Ordinance No. 1905,, "An Ordinance of the City Council of the City of Porterville Repealing Article VII of Chapter 18 (Sections 18-76 through 18-83) of the City of Porterville Municipal Code and Replacing it with Chapter 18, Article VII, Regulating Unsafe and Unauthorized Camping and Storage of Personal Property, the Protection of Critical Infrastructure, and Mitigation of Harm to the Public Health, Safety and Welfare;"

WHEREAS, On January 30, 2024, the City Council held a study session to review and consider regulatory and administrative options to address homelessness within the City of Porterville, and as part of that process city staff presented a preliminary analysis of critical infrastructure and facilities within the city;

WHEREAS, Pursuant to Porterville Municipal Code Section 18-77.D., "Critical Infrastructure" is defined as "real property or a facility, whether privately or publicly owned, that the City Council by Ordinance or with recommendations from the City Manager by Resolution designates, from time to time, as being so vital and integral to the operation or functioning of the City or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals and health facilities; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources;"

WHEREAS, unless already subject to explicit restrictions set forth in the Ordinance, real property or a facility does not become "critical infrastructure" for the purpose of Chapter 18, Article VII of the Porterville Municipal Code, until so designated by the City Manager and subsequently approved by the City Council through a resolution;

WHEREAS, pursuant to Section 18-78. B. of the Municipal Code, camping may be prohibited or restricted within certain additional distance boundaries or "buffers" of certain rights of way, facilities, waterways, zones, or other infrastructure; as shall be set forth by Resolution

WHEREAS, Pursuant to direction received by City Council, Staff brought together subject-

matter experts and stakeholders to recommend, justify, and validate key parcels and facilities in the City to be designated as critical infrastructure by the City Manager. Stakeholders and key leaders included both internal city staff and external partnering agencies. The process also included consideration of publicly available reference materials of the United States Department of Homeland Security and the Federal Emergency Management Agency regarding federally designated critical infrastructure.

WHEREAS, The City Manager, in consultation with the impacted City Departments, deems the locations on the Critical Infrastructure List to be so vital and integral to the operation or functioning of the City of Porterville that their damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council acknowledges receipt of the Critical Infrastructure Summary dated March 5, 2024 including the attached Critical Infrastructure List which was updated on June 3, 2024, attached hereto as Exhibit "A" to this Resolution and fully incorporated herein
2. The City Council recognizes said Critical Infrastructure List as the complete listing of locations officially designated by the City Manager as "critical infrastructure" for purposes of Chapter 8 Article VII of the Porterville Municipal Code;
3. The City Council hereby approves any and all locations and distance boundaries, on said Critical Infrastructure List as critical infrastructure for purposes of Chapter 8 Article VII of the Porterville Municipal Code;

PASSED, APPROVED AND ADOPTED this 4th day of June, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

BY _____
Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

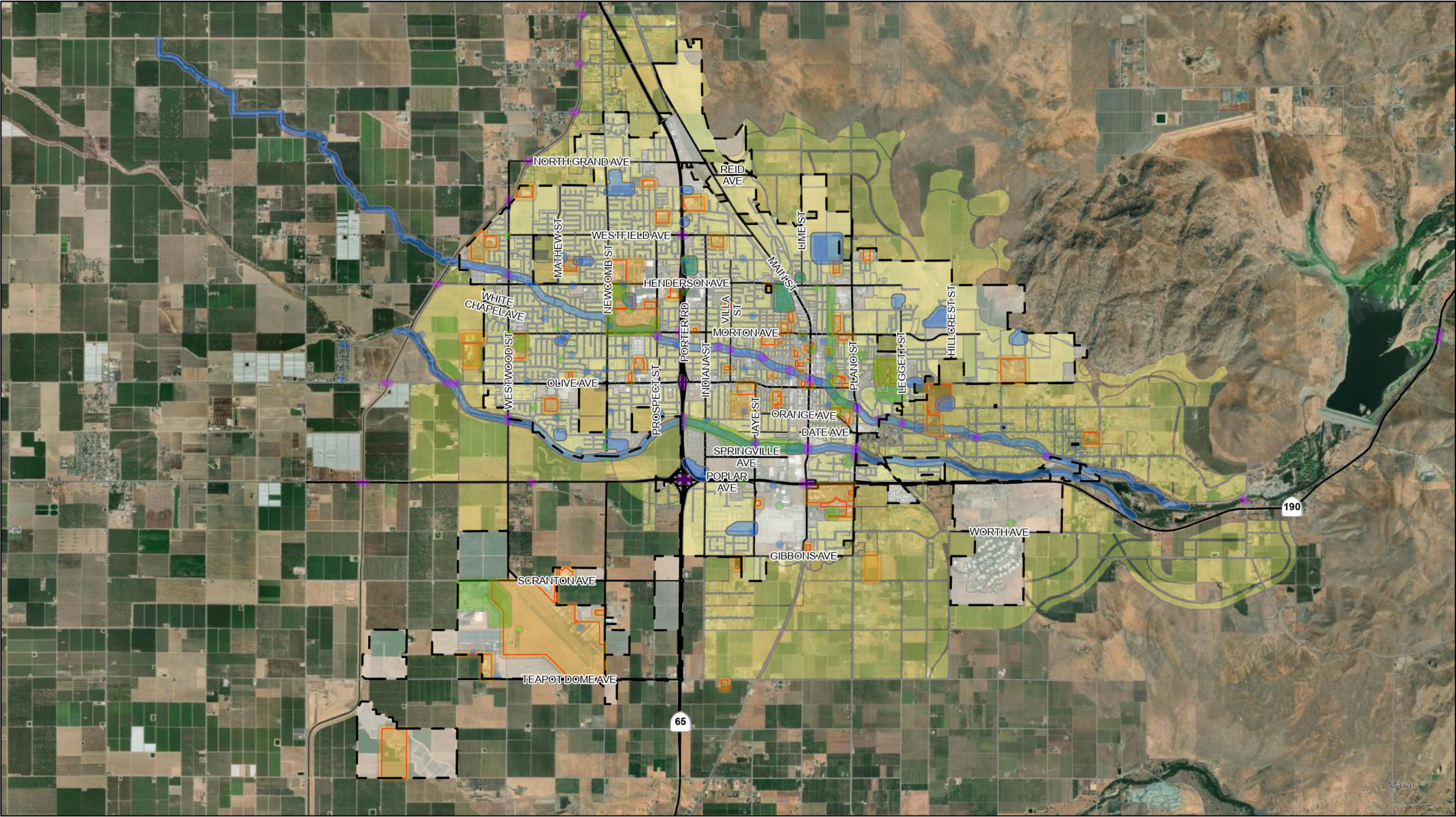
EXHIBIT A - CRITICAL INFRASTRUCTURE

FACILITY	CATEGORY	USE	Address	CITY LIMITS
ANIMAL SHELTER PRIMARY	Facilities	City Services	185 N D ST	Y
ANIMAL SHELTER SECONDARY	Facilities	City Services	165 N D ST	Y
ARMY NATIONAL GUARD	Facilities	Shelter	29 N PLANO ST	Y
BARTLETT MIDDLE SCHOOL	School	School	335 N G ST	Y
BELLEVIEW ELEMENTARY	School	School	197 W BELLEVIEW AVE	Y
BRIDGES	Bridge	Bridge	CITY WIDE	Y
BURTON ELEMENTARY SCHOOL	School	School	2375 W MORTON AVE	Y
BURTON MIDDLE SCHOOL	School	School	1155 N ELDERWOOD ST	Y
BURTON SCHOOL DISTRICT	School	Office	264 N WESTWOOD ST	Y
BUTTERFIELD CHARTER HIGH SCHOOL	School	School	900 W PIONEER AVE	Y
CHILDRENS CENTER SCHOOL	School	Preschool	245 W WALNUT AVE	Y
CITRUS HIGH SCHOOL	School	School	261 E MULBERRY AVE	Y
CITY HALL	Facilities	City Hall	291 N MAIN ST	Y
CITY POOL	Facilities	Pool	97 N PARK DR	Y
CORPORATION YARD	Facilities	City Services	555 N PROSPECT ST	Y
DA OFFICE	Facilities	Law	16 E OLIVE AVE	Y
DEPARTMENT OF MOTOR VEHICLES	Facilities	Government Services	329 E Olive Ave	Y
ELKS LODGE	Facilities	City Services	386 N MAIN ST	Y
FAMILY CRISIS CENTER	Facilities	Services	211 N MAIN ST	Y
FAMILY SERVICES OF TULARE COUNTY	Facilities	County Services	313 W HENDERSON AVE	Y
FIRE HYDRANTS	FIRE HYDRANTS	FIRE HYDRANTS	CITY WIDE	Y
FIRE HYDRANTS	Fire Hydrant	Fire Hydrant	CITY WIDE	Y
GRANITE HILLS HIGH SCHOOL	School	School	1701 E PUTNAM AVE	Y
HAPPY HEARTS CHILDRENS CENTER	School	Preschool	111 N VILLA ST	Y
HOOPS PRESCHOOL	School	Preschool	265 W HENDERSON AVE	Y
JIM MAPLES ACADEMY	School	School	252 N WESTWOOD ST	Y
JUSTICE CENTER	Facilities	Law	300 E OLIVE AVE	Y
KRAYOLA KORNER	School	Preschool	420 N E ST	Y
LB HILL LEARNING CENTER	School	Special Education Center	1051 S PLANO ST	Y
LB HILL PRESCHOOL	School	Preschool	1061 S PLANO ST	Y
LOS ROBLES ELEMENTARY	School	School	500 E MULBERRY AVE	Y
MONACHE HIGH SCHOOL	School	School	960 N NEWCOMB ST	Y
MONTE VISTA ELEMENTARY	School	School	701 W WESTFIELD AVE	Y
OAK GROVE ELEMENTARY SCHOOL	School	School	1873 W MULBERRY AVE	Y
OHV PARK	Facilities	Recreation	2701 W SCRANTON AVE	Y
OLIVE STREET ELEMENTARY	School	School	255 W OLIVE AVE	Y
PARK RECREATION SITES	Parks	Parks	CITY WIDE	Y
PARK RECREATIONAL SITES	PARK RECREATIO	PARK RECREATIONAL SITES	CITY WIDE	Y

PARKS AND LEISURE SERVICES	Facilities	City Services	15 E THURMAN AVE #A	Y
PIONEER MIDDLE SCHOOL	School	School	225 E COLLEGE AVE	Y
PORTER SLOUGH	Waterway	Waterway	CITY WIDE	Y
PORTERVILLE 1ST BAP PRESCHOOL	School	Preschool	81 N G ST	Y
PORTERVILLE ADULT SCHOOL	School	Special Education Center	1414 W OLIVE AVE	Y
PORTERVILLE CALTRANS	Facilities	State Services	1331 S SECOND ST	Y
PORTERVILLE COLLEGE	School	College	100 E COLLEGE AVE	Y
PORTERVILLE FAIRGROUNDS	Facilities	Fairgrounds	2700 W TEAPOT DOME AVE	Y
PORTERVILLE HIGH SCHOOL	School	School	465 W OLIVE AVE	Y
PORTERVILLE MILITARY ACADEMY	School	School	900 W PIONEER AVE	Y
PORTERVILLE MUNICIPAL AIRPORT	Facilities	Airport	1893 S NEWCOMB ST	Y
PORTERVILLE MUSEUM	Facilities	Museum	257 N D ST	Y
PORTERVILLE NAVIGATION CENTER	Facilities	Shelter & Day Services	140 S C ST	Y
PORTERVILLE PD RANGE	Facilities	Government Services Service	12261 ROAD 216	Y
PORTERVILLE PUBLIC LIBRARY	Facilities	Library	50 W OLIVE AVE UNIT B	Y
PORTERVILLE PUBLIC SAFETY FACILITIES	Facilities	City Services	CITY WIDE	Y
PORTERVILLE SCHOOL DISTRICT	School	Office	534 N E ST	Y
PORTERVILLE SCHOOLS WAREHOUSE	School	Office	632 W GRAND AVE	Y
PORTERVILLE TRANSIT CENTER	Facilities	Transit	61 W OAK AVE	Y
PORTERVILLE UNIFIED SCHOOLS	School	Office	600 W GRAND AVE	Y
PORTERVILLE VETERANS MEMORIAL BUILDING	Facilities	City Services	1900 W OLIVE AVE	Y
PROSPECT EDUCATION CENTER	School	Special Education Center	645 N PROSPECT ST	Y
PUBLIC DEFENDER	Facilities	Law	14 N MAIN ST	Y
RESIDENTIAL ZONES	Residential	Residential	CITY WIDE	Y
ROCHE AVENUE ELEMENTARY	School	School	388 N ROCHE ST	Y
SAN JOAQUIN VALLEY COLLEGE	School	College	314 N MAIN ST	Y
SANTA FE DEPOT	Facilities	City Services	280 N FOURTH ST	Y
SANTA FE ELEMENTARY	School	School	286 E ORANGE AVE	Y
SEQUOIA MIDDLE SCHOOL	School	School	1450 W CASTLE AVE	Y
SEQUOIA NATIONAL FOREST HEADQUARTERS	Facilities	Government Services Service	220 E MORTON AVE	Y
SEWER LIFT STATIONS	SEWER LIFT STAT	SEWER LIFT STATIONS	CITY WIDE	Y
SKATE PARK	Facilities	Recreation	700 N NEWCOMB ST	Y
SOUTH COUNTY DETENTION FACILITY TULARE COUNTY	Facilities	County Services	1960 W SCRANTON AVE	Y
ST ANNES PRESCHOOL	School	Preschool	331 N F ST	Y
ST ANNES SCHOOL	School	School	385 N F ST	Y
STORM BASINS	STORM BASINS	STORM BASINS	CITY WIDE	Y
SUMMIT CHARTER ACADEMY LOMBARDI CAMPUS	School	School	1509 N LOMBARDI ST	Y
SUMMIT CHARTER ACADEMY MATHEW CAMPUS	School	School	175 S MATHEW ST	Y
TULARE COUNTY CHILD CARE EDUCATION PROGRAM	School	Special Education Center	254 W ORANGE AVE	Y

TULARE COUNTY CHILD SUPPORT SERVICES	Facilities	County Services	259 N MAIN ST	Y
TULARE COUNTY GOVERNMENT PLAZA SOUTH	Facilities	County Services	1055, 1061, 1063 W HENDERSON AVE	Y
TULARE COUNTY SHERIFFS OFFICE	Facilities	Government Services Service	1839 S NEWCOMB ST	Y
TULE RIVER	Waterway	Waterway	CITY WIDE	Y
US FOREST SERVICE	Facilities	Government Services	480 N HENRAHAN ST	Y
US POST OFFICE	Facilities	Post Office	65 W MILL AVE	Y
US SOCIAL SECURITY ADMINISTRATION	Facilities	Government Services	890 W MORTON AVE	Y
VANDALIA ELEMENTARY	School	School	271 E COLLEGE AVE	Y
VINE COMMUNITY DAY SCHOOL	School	Special Education Center	822 W PIONEER AVE	Y
WASTE WATER TREATMENT FACILITY	Facilities	City Services	1333 W GRAND AVE	Y
WATER WAYS	Waterway	Waterway	CITY WIDE	Y
WATER WELLS	Water wells	Water wells	CITY WIDE	Y
WEST PUTNAM ELEMENTARY	School	School	1345 W PUTNAM AVE	Y
WESTFIELD ELEMENTARY	School	School	1151 W PIONEER AVE	Y
WILLIAM R BUCKLEY ELEMENTARY SCHOOL	School	School	2573 W WESTFIELD AVE	Y
ZALUD HOUSE	Facilities	Museum	393 N HOCKETT ST	Y

Critical Infrastructure Buffer



0 1 2 Miles

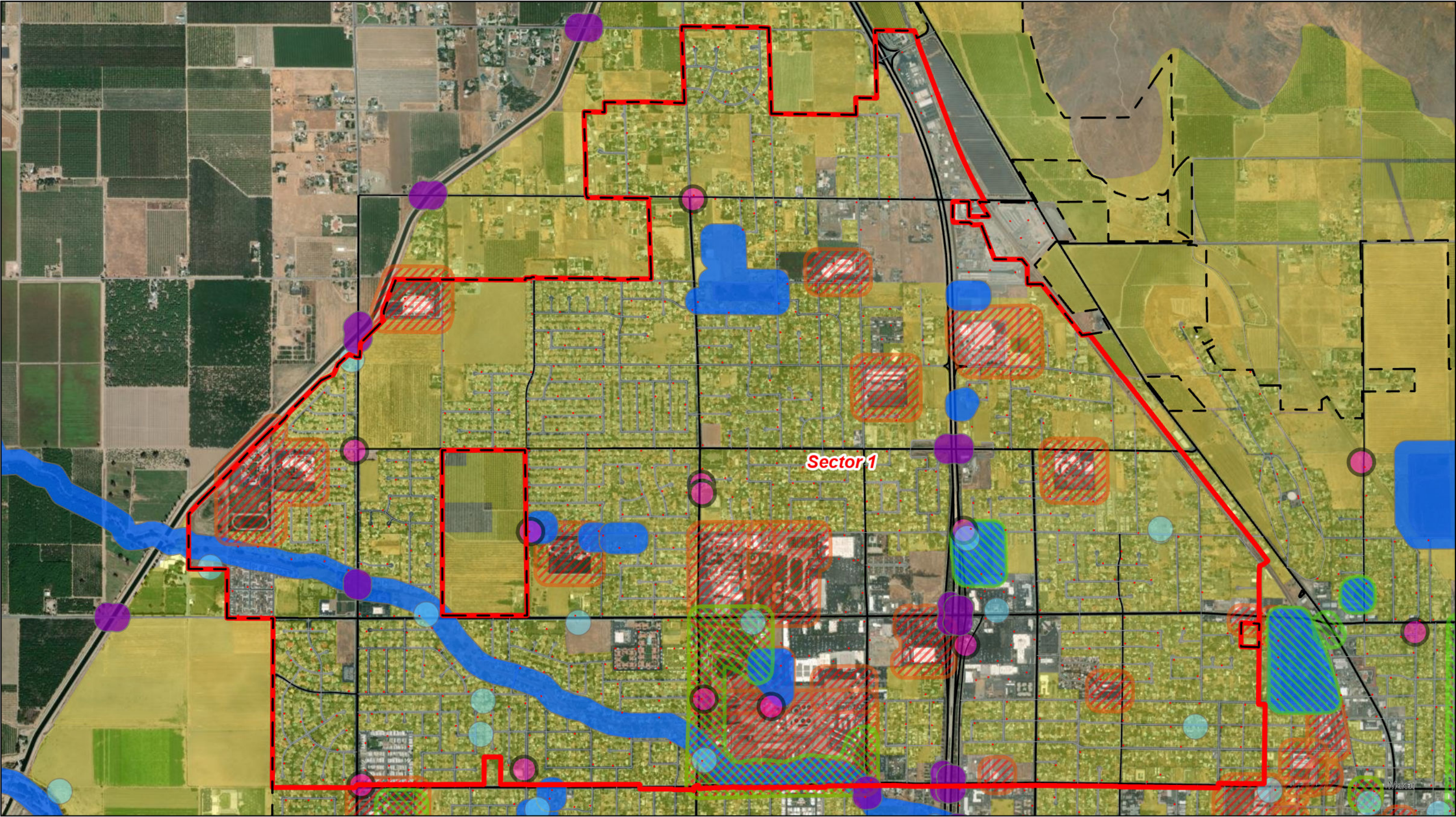


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- | | | | |
|----------------------|----------------------------|----------------|--|
| City Limits | Water Wells Buffer | Bridges Buffer | Fire Stations/Schools/Public Facilities Buffer |
| Fire Hydrants Buffer | Sewer Lift Stations Buffer | Parks Buffer | Tule River/Porter Slough/Storm Basins Buffer |



Critical Infrastructure Buffer - Sector 1



0 0.25 0.5 Miles

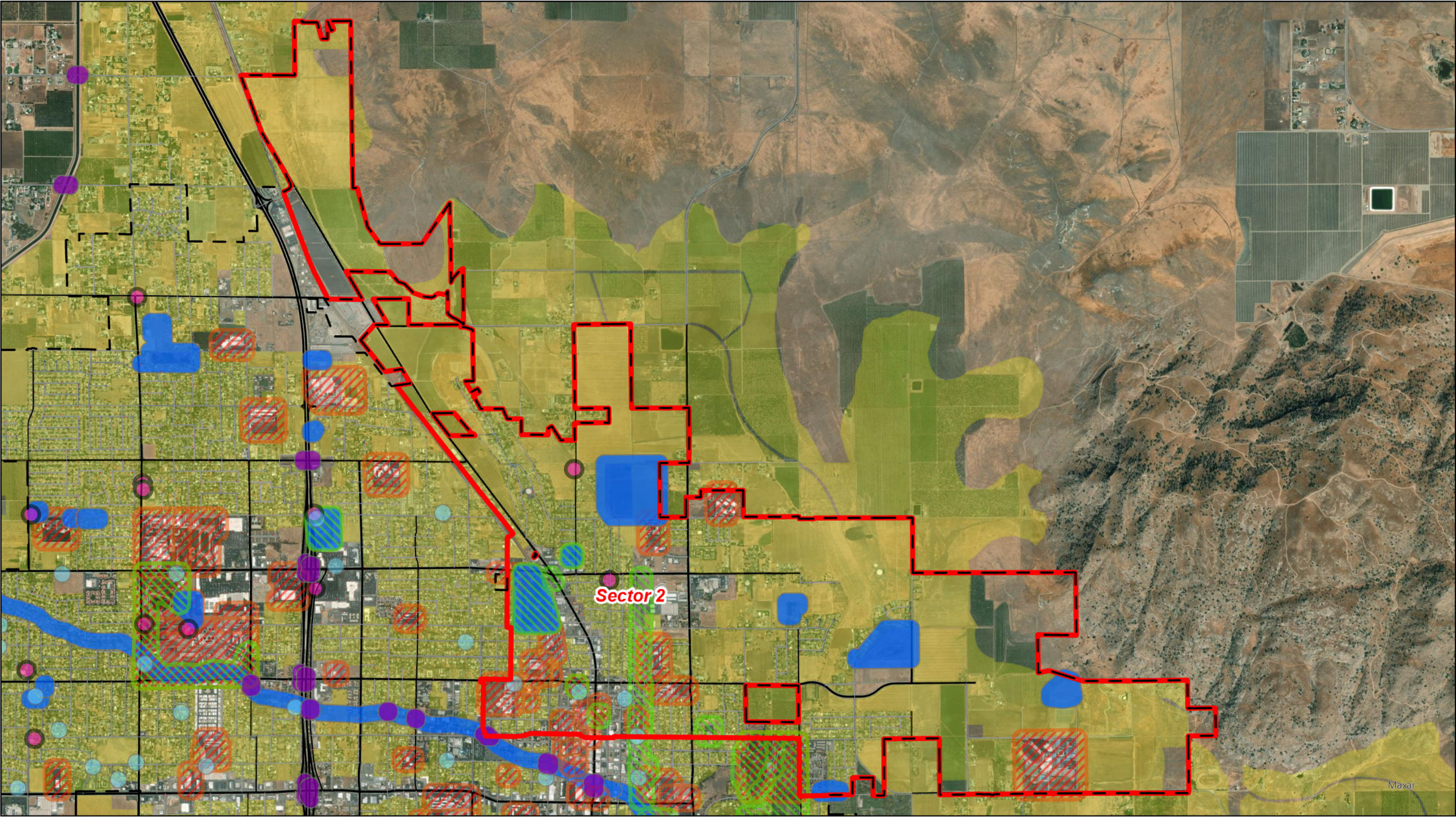


Date Printed: 5/30/2024 by the Community Development Department

- | | | | |
|----------------------|----------------------------|--|--------------------|
| City Limits | Bridges Buffer | Parks Buffer | Residential Zoning |
| Sector 1 | Water Wells Buffer | Fire Stations/Schools/Public Facilities Buffer | |
| Fire Hydrants Buffer | Sewer Lift Stations Buffer | Tule River/Porter Slough/Storm Basins Buffer | |



Critical Infrastructure Buffer - Sector 2



0 0.25 0.5 Miles



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City Limits

Sector 2

Fire Hydrants Buffer

Bridges Buffer

Water Wells Buffer

Sewer Lift Stations Buffer

Parks Buffer

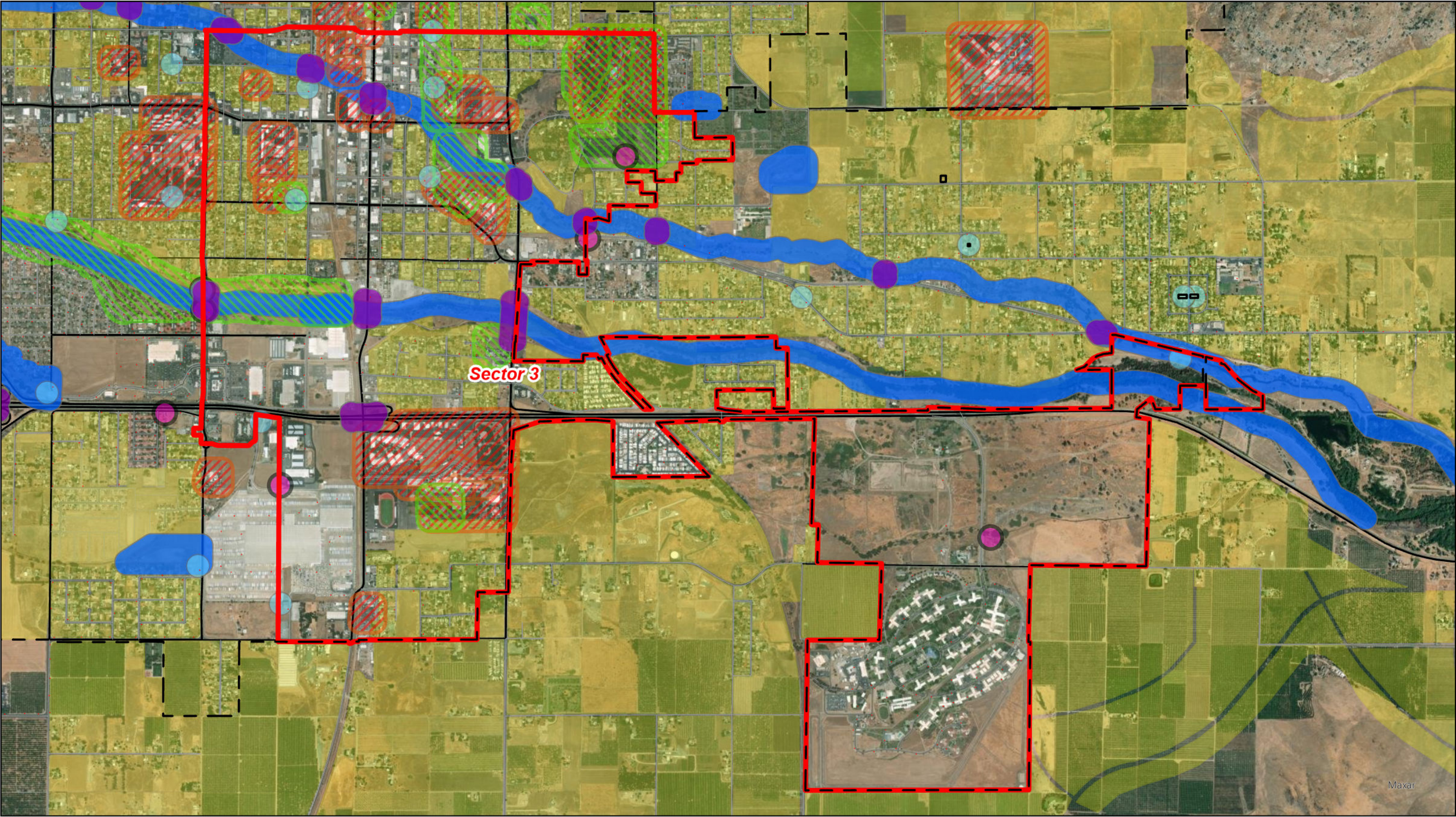
Fire Stations/Schools/Public Facilities Buffer

Tule River/Porter Slough/Storm Basins Buffer

Residential Zoning



Critical Infrastructure Buffer - Sector 3



0 0.25 0.5 Miles



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City Limits

Sector 3

Fire Hydrants Buffer

Bridges Buffer

Water Wells Buffer

Sewer Lift Stations Buffer

Parks Buffer

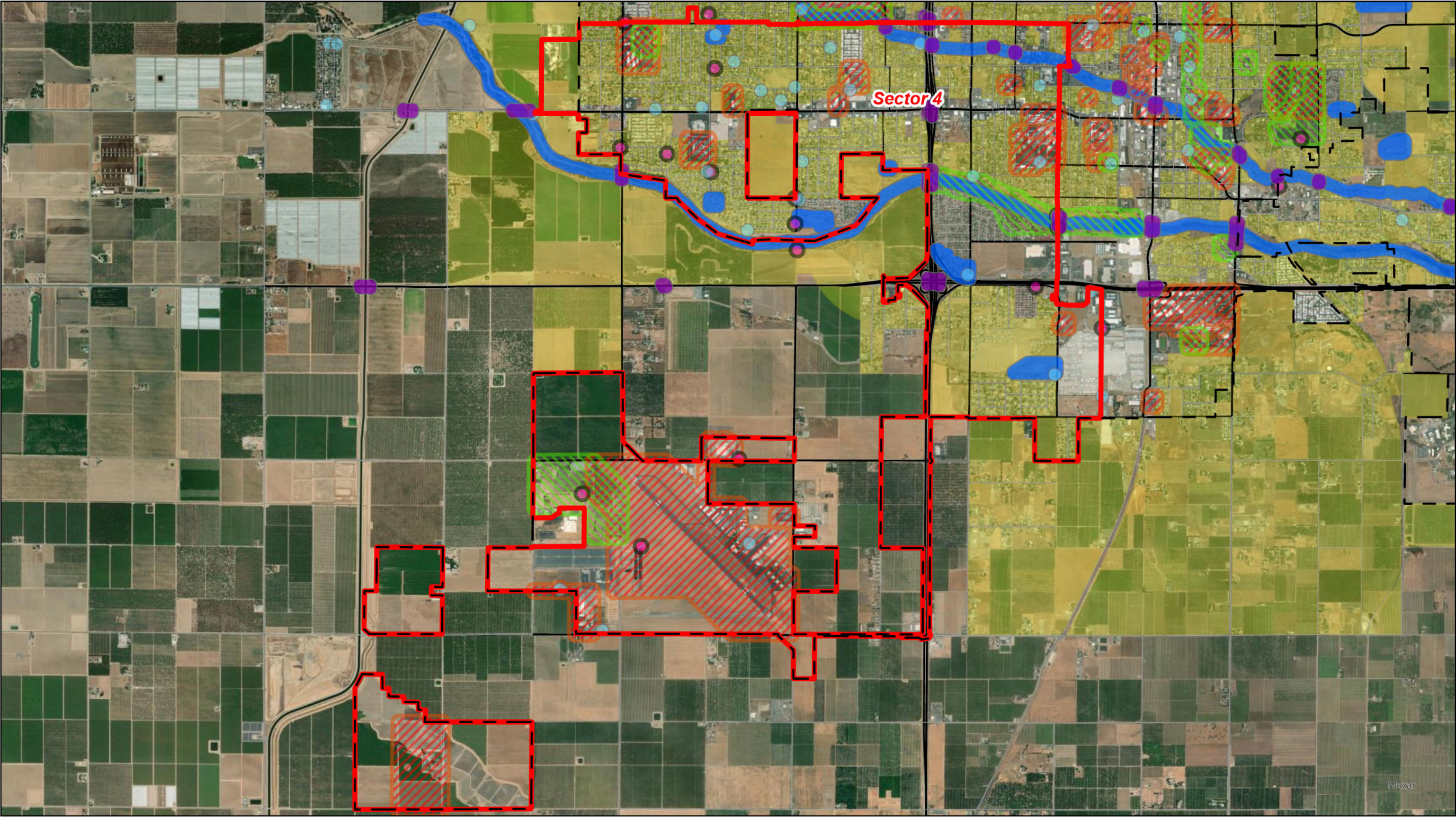
Fire Stations/Schools/Public Facilities Buffer

Tule River/Porter Slough/Storm Basins Buffer

Residential Zoning



Critical Infrastructure Buffer - Sector 4



0 0.5 1 Miles



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- | | | | |
|----------------------|----------------------------|--|--------------------|
| City Limits | Bridges Buffer | Parks Buffer | Residential Zoning |
| Sector 4 | Water Wells Buffer | Fire Stations/Schools/Public Facilities Buffer | |
| Fire Hydrants Buffer | Sewer Lift Stations Buffer | Tule River/Porter Slough/Storm Basins Buffer | |





City of Porterville

UNSAFE CAMPING ORDINANCE

Porterville Municipal Code - Chapter 18, Article VII

OVERVIEW

The City of Porterville's Unsafe Camping Ordinance, approved in April 2024, established new regulations prohibiting encampments around critical infrastructure and codifying how, when and where the City may abate or conduct enforcement related to violations of the regulations. Enforcement of the ordinance will begin May 16, 2024.

This document is meant to provide an overview of Porterville Municipal Code - Ch. 18, Article VII. To read the full ordinance, please visit ci.porterville.ca.us

If you are experiencing homelessness and would like to access shelter or services, please dial 2-1-1 or visit 211tularecounty.org

IMPLEMENTATION

The City of Porterville is implementing the Unsafe Camping Ordinance in a way that is coordinated across all City departments.

Outreach: For weeks leading up to the start of enforcement, the City will work to educate individuals living in encampments near schools and parks that the ordinance was passed and enforcement may begin soon thereafter.

Scaled Approach: Enforcement of the ordinance will be a scaled approach – starting first near schools and parks most impacted by encampments.

Signage: Per the ordinance, the City may install signage in several locations citywide identified as being sensitive areas impacted by homeless encampments that may cause a risk to public health and safety near schools and parks. These locations will be addressed first, then additional locations throughout the city will be evaluated for signage.

If shelter is available, officers may enforce for violations of Porterville Municipal Code - Ch. 18, Article VII, on any person camping on public property. Regardless of shelter availability, officers may enforce violations in the following locations:

- 200 ft from K-12 schools.
- 200 ft from a shelter.
- Along trails and transportation hubs.
- In City parks, where a substantial public health and safety risk is determined.
- In any open space, waterway or banks of a waterway.

How do I report an Encampment?



myPorterville
Mobile App



Or by calling: (559) 782-7400 Monday to Friday 9:00 am to 5:00 pm



City of Porterville

UNSAFE CAMPING ORDINANCE

Porterville Municipal Code - Chapter 18, Article VII

PROGRESSIVE ENFORCEMENT

The Porterville Police Department uses a “*progressive enforcement*” model to provide a consistent approach to enforcement. Officers are trained to always offer shelter to individuals prior to taking enforcement action and continue to provide offers for shelter and services at each subsequent interaction. Enforcement related to Porterville Municipal Code - Ch. 18, Article VII, is outlined as follows. Other quality of life crimes may follow other enforcement procedures.

SHELTER IS OFFERED AT EVERY POINT OF CONTACT



ABATEMENT PROCEDURE

The Unsafe Camping Ordinance standardized a citywide process for how the City notices and addresses encampments and property found at encampments. The following steps outline how abatements will be carried out:

- 72 hours written notice posted at the encampment.
- Crews perform abatement of the encampment after the 72-hour notice period.



- Store any items of value* and post a notice for how to retrieve items.
- Abate any debris or items remaining in the area.

Crews document the following:

- Photograph or video of the site before abatement.
- Itemized list of items eligible for storage as outlined in the ordinance.
- Photograph or video of the cleanup process.
- Photograph or video the site after the abatement.

**Items eligible for storage include items with apparent utility such as identification and paperwork, medication, art, musical instruments and other items.*

Officers may enforce violations of other laws throughout the city related to homeless encampments, including when there is an immediate threat to public safety or the person is wanted in connection to another crime.

Where can I
retrieve my
property?



City of Porterville Corporation Yard
555 N Prospect St. Porterville CA 93257
(559) 782-7514
M-F 9:00 am to 3:00 pm