



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 16, 2024, 5:30 PM**

The City of Porterville is allowing for electronic viewing of City Council Meetings. Porterville City Council Meetings will be live streamed on YouTube at
<https://www.youtube.com/@cityofporterville4149>

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

City of Porterville – City Council Meeting of July 16, 2024

Please use the following link below to join the webinar:
<https://us06web.zoom.us/j/83907331229?pwd=c0EKQUUeK9NW4zjiDKZ9BEMNMmxB3o.>

1

Or via Telephone: **1-669-900-6833** Webinar ID: **839 0733 1229** Passcode: **583876**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-187-001. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Habitat for Humanity. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Patrice Hildreth and Yuliana Andrade. Employee Organization: Porterville Peace Officers Association.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Frederick Balangue. Agency claimed against: City of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Vanessa Sousa. Agency claimed against: City of Porterville.

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

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

7 - Government Code Section 54957 – Public Employment: City Manager.

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

Pledge of Allegiance Led by Council Member Weyhrauch

Invocation

PRESENTATIONS

Employee Service Awards

Tulare County Economic Development Corporation - Year End Presentation

General Plan - Environmental Justice and Health and Safety Elements

ORAL COMMUNICATIONS

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

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - (Summer Hiatus)
 2. Library & Literacy Commission - (Summer Hiatus)
 3. Arts Commission
 4. Animal Control Commission - July 11, 2024
 5. Youth Commission - (Summer Hiatus)
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Informational Report Regarding Fourth of July Fireworks Enforcement
 2. Water Conservation Phase IV Status Update - June 2024

CONSENT CALENDAR

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

1. **Approval of Draft Minutes of June 18, 2024**
Re: Considering approval of the City Council draft Minutes of June 18, 2024.
2. **Ratification of Emergency Expenditure - AC Unit - Sheriff Department Airport Hanger**
Re: Ratification of the emergency purchase of an AC unit in the amount of \$10,700 plus applicable sales tax for the city-owned airport hanger occupied by the Tulare County Sheriff's Department.
3. **Authorization to Replace Police Vehicle**
Re: Considering approval of the purchase of a 2024 Ford Explorer from Phil Long Dealership under their National Government Fleet Sales Contract for \$48,760.00 to replace a police vehicle that was involved in an on-duty traffic collision.
4. **Purchase of Police Vehicles - Special Methods and Resources Team**
Re: Consideration to approve the purchase of three (3) 2024 Chevrolet Silverado Trucks and one (1) 2024 Chevrolet Tahoe, for up to a total cost not to exceed \$240,000; approve the purchase of (4) APX 6500 unit radios from J's Communications for \$22,216.62; approve the purchase of (4) Dell Latitude 7230 tablet MDT's from Dell for \$15,462.40; and approve the upfit of the new vehicles by County of Tulare IT Radio Comm. for \$39,867.62.
5. **Authorization to Purchase Specialized Equipment - Ammonia/TKN Analyzer**
Re: Consideration of the purchase of an analyzer from Xylem Inc. & EZKem in an amount not-to-exceed \$41,596.35, which includes the analyzer, installation, and training.
6. **Authorization to Purchase Components to Repair/Upgrade the Traffic Signal at Westwood Street and Olive Avenue**
Re: Considering authorization to purchase components from Econolite at a cost not to exceed \$57,074 for the repair and upgrade by City staff of the traffic signal at Westwood Street and Olive Avenue.
7. **Authorization for Repair of Streets Loader**
Re: Considering authorization of a loader H-frame replacement by Quinn Caterpillar at a cost not to exceed \$37,914.
8. **Authorization to Repair Effluent Outfall Line**
Re: Consideration to purchase the repair parts for the Effluent Outfall Line located at the Wastewater Treatment Facility, from Ferguson Waterworks for an amount not to exceed \$12,201.37.
9. **Authorization for Water Department Service Truck Engine Replacement**

Re: Considering approval of a service truck engine replacement by Porterville Automotive at a cost not to exceed \$13,756.

10. Authorization to Upgrade Supervisory Control and Data Acquisition Equipment

Re: Consideration to award the purchase of the SCADA upgrade to Telstar Instruments for an amount not to exceed \$234,185.

11. Authorization to Purchase by Negotiation Equipment Scheduled for Replacement

Re: Council authorization to purchase by Negotiation, equipment scheduled for replacement in various city departments.

12. Authorization to Purchase Master Meter 4G Radio Read Water Meters

Re: Considering approval to purchase miscellaneous new meters, replacement meters, and/or meter registers during the 2024-2025 Fiscal Year in an amount up to but not exceeding \$100,000.

13. Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge

Re: Consideration to authorize the purchase of water shares or surface water during the 2024-2025 Fiscal Year in the amount of up to \$1,500,000.

14. Authorization to Distribute Request for Proposal for Short-Range Transit Plan

Re: Council to authorize staff to advertise an RFP for the 2025-2030 Short Range Transit Plan.

15. Authorization to Distribute a Request for Proposals (RFP) for Contract Planning Services

Re: Consideration of the Council to authorize staff to distribute a Request for Proposals for contract planning services.

16. Authorization Request for Proposals - Emergency Board-Up Service

Re: Consideration to authorize the Request for Proposals for emergency property board up services.

17. Authorization to Distribute a Request for Proposals for Expansion of Navigation Center

Re: Considering approval of the distribution of a Request for Proposals for a prefabricated dining and sanitation facility for the Porterville Navigation Center.

18. Authorization to Advertise for Bids - Butterfield Stage Corridor Project

Re: Council to approve the staff's recommended Plans and Project Manual for the Butterfield Stage Corridor Project that is approximately 3.9 miles in length along the former Southern Pacific Railway line.

19. Authorization to Award Contract - Main Street Reconstruction Project, Phase 2A (Garden Avenue to Putnam Avenue)

Re: Consideration to award the Main Street Reconstruction Project, Phase 2A (Garden Avenue to Putnam Avenue), to MAC General Engineering Inc., in the amount of \$1,322,219.00

20. **Authorization for Engineering Services - Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan**
Re: Consideration to authorize the selection of Carollo Engineers to develop the Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan under the On-Call Engineering Services contract agreement for a sum not to exceed \$38,478.
21. **Acceptance of Project - Fire Station 72 Classroom Remodel Project**
Re: Consideration to accept the Fire Station 72 Classroom Remodel Project from TMJ Construction Inc. as complete, for total construction cost of \$704,509.90.
22. **Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Fund Claim for the Fiscal Year 2023-2024**
Re: Authorizing staff to file an RSTP claim in the amount of \$389,025 for FY 2023-24.
23. **Approving Resolution for Transportation Development Act (TDA) Claim FY 2024**
Re: Considering approval of a Resolution for Transportation Development Act (TDA) Claim FY 2024.
24. **Renewal of HR Test Rental and Use Agreement Between City of Porterville and CPS HR Consulting**
Re: Consideration to authorize a two-year renewal of the Test Security Agreement with CPS HR consulting for the utilization of written examinations for use in the City's recruitment process.
25. **Acceptance of the University of California, Davis, Grant for Spay/Neuter of Cats and Dogs**
Re: Consideration to accept the grant from the University of California, Davis, in the amount of \$89,740.00.
26. **Authorizing FY 2024 State of Good Repair (SGR) Project**
Re: Consideration to adopt the draft resolution authorizing the Director of Transportation to execute for and on behalf of the City any actions necessary for the purpose of obtaining SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State of Good Repair program.
27. **Sewer Utility Districts Annual Assessments Fiscal Year 2024-2025**
Re: Consideration to adopt the draft resolutions ordering the continued sewer district assessments for the 2024-2025 Tax Year.
28. **Consider Resolutions Pertaining to Engineer's Reports and the Setting of a Public Hearing for Inclusion Within Landscape and Lighting Maintenance Districts for the Establishment of Tax Assessments for Parcels Within Royal Oaks Phase Two Subdivision**
Re: Considering resolutions regarding the annexation of Royal Oaks Phase 2 into Landscape and Lighting Maintenance District Number 56; the preparation of the Engineer's Reports; giving preliminary approval to the Engineer's Reports; declaring

the intent to annex Royal Oaks Phase 2 into District 56, to levy and collect assessments, and so set a Public Hearing for August 6, 2024.

29. Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing

Re: Consider the adoption of resolutions concerning the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2024-2025 Fiscal Year; giving preliminary approval to said Engineer's Report; declaring the intent to levy and collect assessments and offering a time and place for hearing objections hereto; and scheduling a public hearing for August 6, 2024, at 6:30 P.M.

30. Authorization of Street Closures for the National Night Out Community Event on August 6, 2024

Re: Consideration of authorizing the closure of Main Street from Thurman Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M. for the National Night Out community event on August 6, 2024.

31. Authorization of Street Closure for KJUG Concert

Re: Council authorization to authorize the street closures for the KJUG concert on a date to be determined.

32. Approval of Community Civic Event - American Conservatory - Elite Night Lights - August 2, 2024

Re: Consideration to approve the Community Civic Event application from the American Conservatory on August 2, 2024, 4:00 PM to 8:00 PM, located in the parking lot behind Keller Williams Elite Realty, between Hockett Street and the alley.

33. Approval of Community Civic Event - Parenting Network - Porterville United Car Show - August 3, 2024

Re: Consideration to approve the Community Civic Event application from Parenting Network to hold the Porterville United Car Show on August 3, 2024, from 8:00 AM to 3:00 PM at Veterans Park.

34. Approval of Community Civic Event - Porterville Breakfast Rotary - Run For Life - September 7, 2024

Re: Consideration to approve the Community Civic Event application from Porterville Breakfast Rotary to hold the "Run For Life" event on September 7, 2024, from 8:00 AM until 11:00 AM at Granite Hills High School.

35. Consideration of Appointment of CalTIP Board Member

Re: Appointment of staff members to serve as Board Member and Alternates to represent the City of Porterville on the California Transit Systems Joint Powers Authority.

36. 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

37. Adoption of Annual Appropriation Limit

Re: Considering approval of a Resolution of Annual Appropriation Limit of \$97,384,301 for the 2024-2025 Fiscal Year.

38. Consideration of Request by TCAG for Letter of Support of Cross Valley Express

Re: Council to consider the request for a letter in support of TCAG's grant application to fund the implementation of the Cross Valley Express.

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) / Tulare County Transportation Authority (TCTA) - June 17, 2024 (Report Continued)
2. Tulare County Taskforce on Homelessness - June 19, 2024 (CANCELLED)
3. Cannabis Ad Hoc Committee - June 25, 2024
4. Tulare County Economic Development Corporation (TCEDC) - June 26, 2024
5. Local Initiatives Navigation Center (LINC) Committee - June 26, 2024
6. Tulare County Regional Transit Agency (TCRTA) - June 26, 2024
7. Internal City Audit Committee - June 26, 2024
8. Local Initiatives Navigation Center (LINC) Committee - July 10, 2024
9. Tulare County Association of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - July 15, 2024
10. Tulare County Regional Transit Agency (TCRTA) - July 15, 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 August 6, 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 – JULY 16, 2024

SUBJECT: 1. Informational Report Regarding Fourth of July Fireworks Enforcement

SOURCE: Police

COMMENT: During the month of June, Porterville Police Detectives took a proactive enforcement stance to combat the use of illegal fireworks within our community. During this time, they followed up on tips regarding the sales of illegal fireworks and also conducted undercover operations by communicating with sellers of unlawful fireworks. During these operations, numerous search warrants were executed at residences as well as a local business in Porterville. At the culmination of these investigations, detectives located over 3,600 pounds of illegal fireworks valued at approximately \$60,000 as well as an AK-47 rifle and five additional firearms.

Additionally, on July 2nd, 3rd, and 4th, the Porterville Police Department, in conjunction with the Porterville Fire Department, dedicated personnel to specifically target illegal fireworks. In addition to initiating proactive enforcement to identify those in possession of and discharging illegal fireworks, police and fire personnel responded to approximately 84 calls for service over the three days, surrounding the use of illegal fireworks.

On July 3rd, a large tree fire was started by the improper placement and utilization of fireworks and on July 4th a grass fire and separate dumpster fire were attributed to the unlawful use of fireworks.

At the conclusion of the three-day effort, personnel issued 20 in-person administrative citations and collected 173 illegal fireworks, weighing approximately 60 pounds. Furthermore, the Porterville Police Department's Unmanned Aerial Vehicles (UAV), were able to identify an additional four residences responsible for igniting illegal fireworks and administrative citations will be mailed to these locations.

Based on our proactive approach and in a review of calls from June 30 - July 6th, between the hours of 7:00 PM and 3:00 AM, there was a 25% decrease in total calls related to fireworks from 2023 to 2024. This may also be attributed to the fact that there was a 67% increase in officer-initiated activity related to fireworks activity.

Illegal fireworks seized during the aforementioned efforts on July 2nd, 3rd, and 4th, (excluding the detectives' investigations) included:

- 26 Mortars
- 23 Mortar tubes
- 22 Roman candles
- 11 Cakes
- 68 Firecrackers

23 Bottle rockets

RECOMMENDATION:

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: 2. Water Conservation Phase IV Status Update - June 2024

SOURCE: Public Works

COMMENT: The City has continued to implement an active water conservation approach, conserving water and providing flexibility to the community. As of June 1, 2024, the city transitioned from Phase IV to Phase III of its Water Conservation Plan. The Plan applies to all municipal water users within or outside the city limits.

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

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 each day the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by ordinance may issue a citation to the violator. The City will respond to enforcement by issuing a Notice of Violation for all witnessed occurrences, and staff will process all reported issues. Enforcement statistics for June 2024 show that five (5) notices of violations were issued for water waste, and no administrative citations were issued.

Water production for June 2024 reflects a three percent (3%) increase from the five-year average. The monthly production for June was 405 million gallons, which is a fifteen percent (15%) decrease compared to June 2013, when it was 478 million gallons. Residential consumption for June 2024 was 156 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will evaluate conservation totals in two formats: 1) Calculate the cumulative conservation totals for production as compared to production in 2013, and 2) Calculate cumulative conservation totals in relation to GPCD in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total production for the City of Porterville's conservation efforts will be reflected from June 2015 through June 2024. Porterville's cumulative total production conservation through June 2024 is twenty percent (20%). The cumulative total of GPCD for the City of Porterville's conservation efforts will

be reflected from June 2015 through June 2024. Porterville's cumulative total GPCD conservation through June 2024 is twenty-five percent (25%).

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

The State Water Board requires monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring urban water conservation performance with a preparedness to implement conservation standards as necessary. California Governor Gavin Newsom signed Executive Order N-10-21 on July 8, 2021, urging all Californians to voluntarily reduce their water use by fifteen percent (15%) compared to their prior-year levels due to excessive drought conditions. Water production for the City system shows a thirteen percent (13%) increase from June 2023 to June 2024. California Governor Gavin Newsom issued another Executive Order N-7-22 on March 28, 2022, to address drought conditions after the driest first three months of a year in recorded history. EO N-7-22 requires that each water supplier implements, at a minimum, the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (20%). The City of Porterville's Water Conservation Plan Phase III meets the requirements for this shortage (Level 2). California Governor Gavin Newsom signed Executive Order N-3-23 on February 13, 2023, stating the state has experienced one of the wettest three-week periods on record. With this order, California Governor Gavin Newsom removed the need to voluntarily reduce water use by fifteen percent (15%), as stated in the previous Executive Order N-10-21.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status June 2024
2. Monthly Production Status GPCD June 2024
3. Drought Response Phase III Flyer -

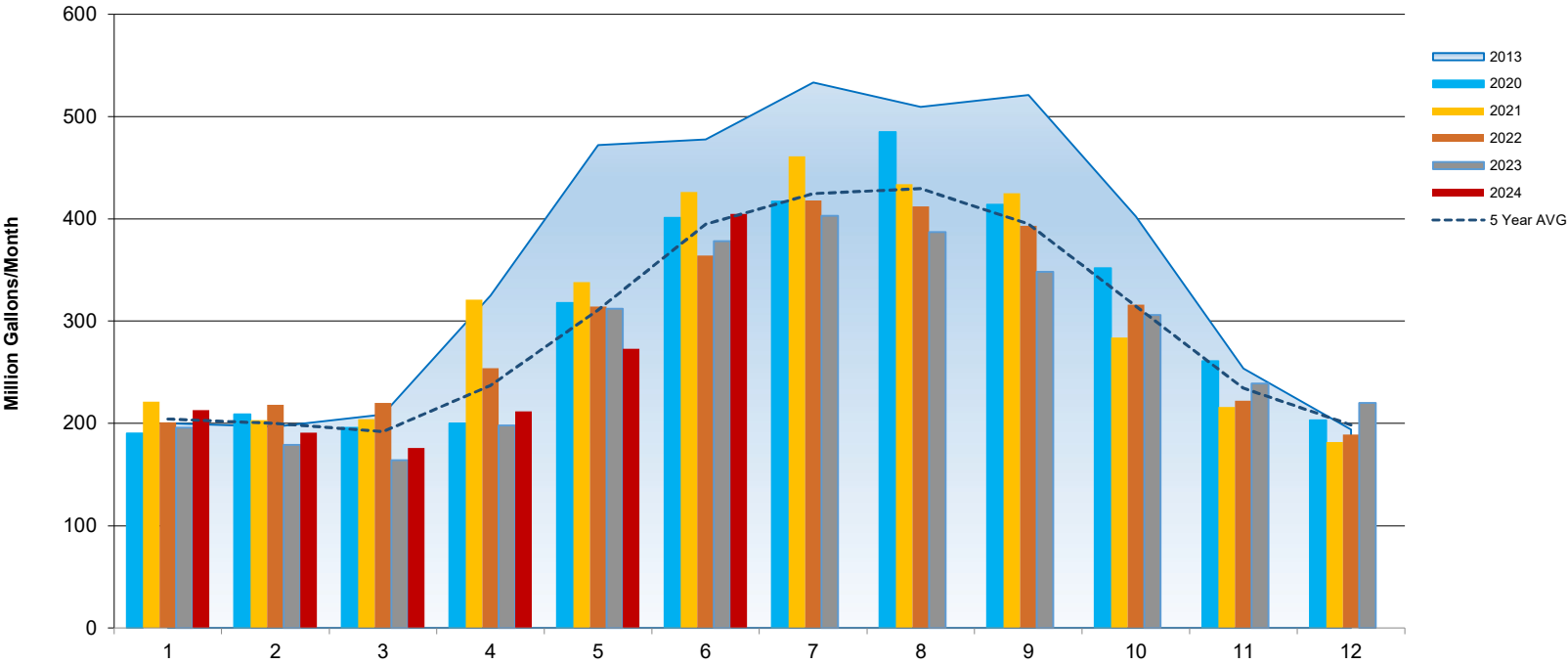
Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Monthly Production Status & Cumulative Total June 2015 Through
June 2024 Production Comparison to 2013 & 5 Year Average

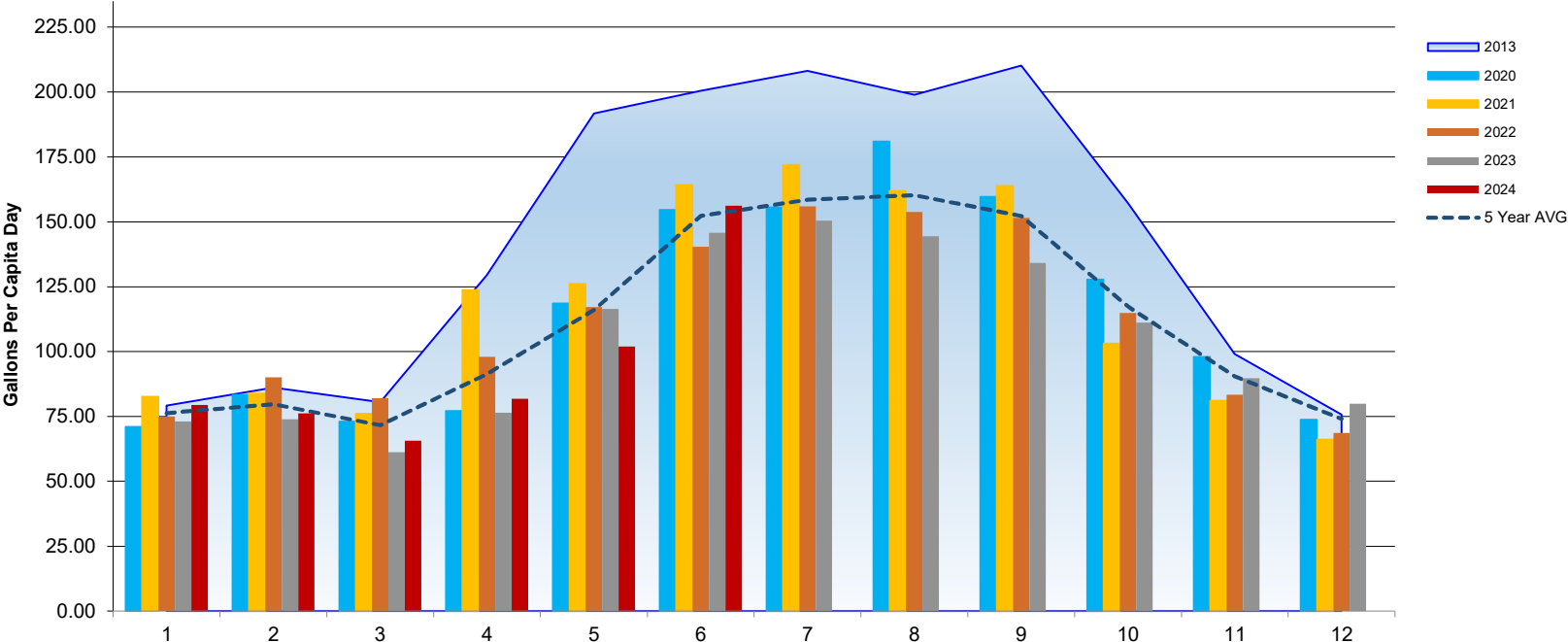


Production Cumulative Total 20%

2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%	-1%	-28%	-11%	-14%	-15%	-18%	-29%	-15%	-6%
2022	0%	11%	5%	-22%	-33%	-24%	-22%	-19%	-25%	-21%	-13%	-3%
2023	-2%	-14%	-31%	-39%	-34%	-21%	-24%	-24%	-33%	-20%	-6%	13%
2024	6%	-3%	-16%	-35%	-42%	-15%						

Percent Comparison to 2013 Production

Monthly Production Status & Cumulative Total June 2015 Through June 2024 Gallon Per Capita Day Comparison to 2013 & 5 Year Average



GPCD

Cumulative Total 25%

	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%	-4.4%	-34%	-18%	-17%	-19%	-22%	-34%	-18%	-13%
	2022	-5%	4%	2%	-24.3%	-39%	-30%	-25%	-22%	-28%	-27%	-16%	-9%
	2023	-8%	-14%	-24%	-41%	-39%	-27%	-28%	-27%	-36%	-29%	-10%	6%
	2024	0%	-12%	-18%	-37%	-47%	-22%						

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING ON
MONDAYS, THURSDAYS,
AND FRIDAYS.**



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Approval of Draft Minutes of June 18, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of June 18, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of June 18, 2024.

ATTACHMENTS: 1. Draft Minutes 06-18-2024

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Yuliana Andrade, Administrative Services Director

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 18, 2024, 5:30 PM**

Call to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 23611 Road 196, Lindsay, CA. Agency Negotiator: Jason Ridenour. Negotiating Parties: City of Porterville and County of Tulare. Under Negotiations: Terms and Price.
- 2 - Government Code Section 54956.95 – Liability Claim: Claimant: Matthew Carroll. Agency Claimed Against: City of Porterville.
- 3 - Government Code Section 54956.95 – Liability Claim: Claimant: Gary Sell, Jr. Agency Claimed Against: City of Porterville.
- 4 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: Two (2) cases in which facts are not yet known to potential plaintiff.
- 5 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) cases.

**6:34 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

A-2. On a MOTION made by Mayor Martha A. Flores, and SECONDED by Vice Mayor Kellie Carrillo the City Council unanimously rejected the claim filed by Matthew Carroll.

Documentation: M.O. 01-061824

Disposition: Claim rejected.

A-3. On a MOTION made by Council Member Greg Meister, and SECONDED by Council Member Raymond Beltran the City Council unanimously rejected the claim filed by Gary Sell Jr.

Documentation: M.O. 02-061824

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Beltran.

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

PRESENTATIONS

July Employee of the Month - Rachel Ginsberg
Police Department Recognition for Policy Updates and Training

ORAL COMMUNICATIONS

- Cathy Capone, Porterville, hopes for more communication between the City and the Tule River Parkway Association regarding trail projects.
- Brock Neeley, Porterville, presented council with documentation related to Pride Month.
- Gail Nuckols, Porterville, concerned about the traffic that will occur around the Sports Complex during Freedom Fest.
- Adonis Nuckols, Porterville, concerned about the traffic that will occur around the Sports Complex during Freedom Fest.
- Ed McKervey, Porterville, stated the importance of building a library that can serve the underserved community, including those who are homeschooled and need resources.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - (On summer hiatus)
2. Library & Literacy Commission - (On summer hiatus)
3. Arts Commission
4. Animal Control Commission
5. Youth Commission - (On summer hiatus)
6. Transactions and Use Tax Oversight Committee (TUTOC) - May 28, 2024

II. Staff Informational Reports

Water Conservation Phase IV Status Update - May 2024

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Mayor Martha A. Flores that the City Council approve Items Nos. 1-23. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF JUNE 4, 2024

Recommendation: That the Council approve the draft Minutes of June 4, 2024.

Documentation: M.O. 03-061824

Disposition: Approved.

2. AUTHORIZATION TO NEGOTIATE THE PURCHASE OF POLICE VEHICLES

Recommendation: That the City Council;

1. Authorize staff to negotiate for the purchase of four (4) Police Interceptor Ford Explorers up to a total cost not to exceed \$238,500, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees, as well as upfit of emergency equipment. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase; and
2. Authorize payment to respective vendors upon receipt of listed equipment.

Documentation: M.O. 04-061824

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE BLEACHERS FOR THE SANTA FE SPORTSPLEX THROUGH CDBG PARK IMPROVEMENT FUNDS

Recommendation: That the City Council authorize the purchase of bleachers for the future Santa Fe Sportsplex through Community Development Block Grant Park Improvement Funds from WillyGoat for \$57,092.71.

Documentation: M.O. 05-061824

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE APPLICANT TRACKING SOFTWARE AND SERVICES WITH NEOGOV

Recommendation:

1. Approve a contract with NEOGOV for the applicant tracking software and services at a cost of \$4,800 for start-up, \$35,299 for the first two years, and \$25,000 annually thereafter; and
2. Authorize the Administrative Services Director to sign the agreement on behalf of the City.

Documentation: M.O. 06-061824
Disposition: Approved.

5. ICE MACHINE REPLACEMENT AT FIRE STATION 72 TRAINING FACILITY

Recommendation: That the City Council approve the replacement and installation of a new commercial-grade ice machine for the Fire Department Training Facility and Station 72, at a cost not to exceed \$10,120 from Mike Woods Air conditioning.

Documentation: M.O. 07-061824
Disposition: Approved.

6. AUTHORIZATION TO PARTICIPATE IN COOPERATIVE PURCHASING PROGRAMS ON EXISTING ASPHALT CONTRACTS

Recommendation: That the City Council authorize the purchase of asphalt mix utilizing the contracts between the County of Tulare and Jaxon Enterprises.

Documentation: M.O. 08-061824
Disposition: Approved.

7. AUTHORIZATION TO DISTRIBUTE REQUEST FOR PROPOSALS - GOLF COURSE MANAGEMENT SERVICES

Recommendation: That the City Council authorize staff to distribute request for proposals for golf course management services at the Porterville Municipal Golf Course.

Documentation: M.O. 09-061824
Disposition: Approved.

8. ACCEPTANCE OF PROJECT - MAIN STREET RECONSTRUCTION PROJECT (PUTNAM AVENUE TO MORTON AVENUE)

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

Documentation: M.O. 10-061824
Disposition: Approved.

9. ACCEPTANCE OF PROJECT - SKATEPARK IMPROVEMENT PROJECT

Recommendation: That the City Council:
1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerk.

Documentation: M.O. 11-061824

Disposition: Approved.

10. EXTENSION OF FUNDING AGREEMENT WITH KERN COMMUNITY COLLEGE DISTRICT (PORTERVILLE COLLEGE) FOR A PART-TIME RESERVE POLICE OFFICER

Recommendation: That the City Council:
1. Approve the Extension Agreement with Kern Community College District for funding for a part-time Reserve Police Officer for the period of July 1, 2024, through June 30, 2025; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

Documentation: M.O. 12-061824

Disposition: Approved.

11. HERITAGE CENTER LAND ACQUISITION GENERAL PLAN CONSISTENCY DETERMINATION

Recommendation: That the City Council:
1. Adopt the draft Resolution detailing the results of its investigations pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402(c); and
2. Direct staff to forward a copy of said Resolution to the Porterville Unified School District.

Documentation: Resolution No. 31-2024

Disposition: Approved.

12. AMENDMENT NO. 2 TO 4CREEKS, INC. SANTA FE BYWAY TRAIL SERVICE AGREEMENT

Recommendation: That the City Council:
1. Authorize the Engineering & Project Management Director to execute Addendum No. 2 to the 4 Creeks, Inc. Service Agreement at an agreed upon fee of \$26,377.32 for the services described herein; and
2. Authorize progress payments up to one hundred percent (100%) of the

fee amount and authorize a ten percent (10%) contingency to cover unforeseen costs.

Documentation: M.O. 13-061824

Disposition: Approved.

13. PERMANENT LOCAL HOUSING ALLOCATION (PLHA) YEAR 4 APPLICATION

Recommendation: That the City Council:

1. Authorize the Mayor to sign the streamlined application for the 2022 PLHA funding allocation for submittal to HCD; and
2. Authorize staff to submit the streamlined application in response to the 2023 PLHA NOFA to HCD for 2022 (Fourth year of PLHA 5-Year Plan) funds.

Documentation: Resolution No. 32-2024

Disposition: Approved.

14. APPROVE REVISED FTA PROCUREMENT AND CONTRACT ADMINISTRATION MANUAL

Recommendation: That the City Council adopt the draft resolution approving the revised Procurement and Contract Administration Manual.

Documentation: Resolution No. 33-2024

Disposition: Approved.

15. REQUEST FOR APPROVAL OF A 90-DAY ZERO-FARE PROGRAM FOR PUBLIC TRANSPORTATION SERVICES TRANSITION

Recommendation: That the City Council:

1. Approve the 90-day zero-fare program for fixed route and ADA paratransit services, effective July 1, 2024, and ending September 29, 2024;
2. Authorize staff to make necessary adjustments and communicate the program details to the public; and
3. Direct staff to monitor the program's impact and provide a report to the City Council upon completion of the 90-day period.

Documentation: M.O. 14-061824

Disposition: Approved.

16. AUTHORIZATION FOR OUT-OF-STATE TRAVEL FOR FEMA OPERATIONS SECTION CHIEF CLASS

Recommendation: That the City Council authorize out-of-state travel for Battalion Chief Chris Pisani to attend the FEMA L-958 All-Hazard Operations Section Chief course in Carson City, Nevada, from June 25th to June 28th, 2024, with travel expenses not to exceed \$500.

Documentation: M.O. 15-061824

Disposition: Approved.

17. STATE SENATE BILL 1205 ANNUAL FIRE DEPARTMENT INSPECTION REPORTING

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

Documentation: Resolution No. 34-2024

Disposition: Approved.

18. RATIFICATION OF NEW CLASSIFICATION AND APPROVAL OF JOB DESCRIPTION FOR ENCAMPMENT MAINTENANCE WORKER FULL AND PART-TIME POSITIONS

Recommendation: That the City Council:

1. Affirm the establishment of the classification of Full-Time Encampment Maintenance Worker at a salary range of 171 (\$3,610-\$4,405) to be funded from the General Fund;
2. Affirm the establishment of the classification of Part-Time Encampment Maintenance Worker at \$17.00 per hour; and
3. Approve the proposed Job Descriptions for Full and Part-Time Encampment Maintenance Workers.

Documentation: M.O. 16-061824

Disposition: Approved.

19. APPROVAL OF COMMUNITY CIVIC EVENT - PARENTING NETWORK - SUMMER PICNIC - JUNE 21, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Parenting Network to hold the "Summer Picnic" event on Friday, June 21, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 17-061824

Disposition: Approved.

20. APPROVAL OF COMMUNITY CIVIC EVENT - PARENTING
NETWORK - GRILLING WITH DADS - JUNE 29, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Parenting Network to hold the “Grilling with Dads” event on Saturday, June 29, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 18-061824

Disposition: Approved.

21. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE
KIWANIS CLUB - WATERMELON FESTIVAL - JULY 28, 2024

Recommendation: That the City Council approve the Community Civic Event application submitted by the Porterville Kiwanis Club to hold the "Watermelon Festival" event on July 28, 2024, at Veterans Park, subject to restrictions and requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 19-061824

Disposition: Approved.

22. APPROVAL OF COMMUNITY CIVIC EVENT - PARENTING
NETWORK - BACK TO SCHOOL PARTY - AUGUST 2, 2024

Recommendation: That the City Council approve the Community Civic Event application from the Parenting Network to hold the “Back to School” event on Friday, August 2, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 20-061824

Disposition: Approved.

23. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD
EMERGENCY

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

Documentation: M.O. 21-061824

Disposition: Approved.

PUBLIC HEARINGS

24. ADOPTION OF FISCAL YEAR 2024-2025 BUDGET

Recommendation: That the City Council conduct the Public Hearing; and consider for adoption the proposed 2024-2025 Fiscal Year Budget, including any modifications.

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

Mayor Flores opened the Public Hearing at 7:18 p.m.

- Ed Mckervery, Porterville, expressed his hope for the resolution of traffic issues on Lombardi; acknowledged and appreciated the efforts put into the street resurfacing projects; and suggested the inclusion of a memorial for fallen firefighters in the fire station redesign. He also emphasized the need for innovative thinking regarding the library design.

Mayor Flores closed the Public Hearing at 7:24 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Council Member Donald Weyhrauch that the City Council adopt the proposed 2024-2025 Fiscal Year Budget, as presented. The motion carried unanimously.

Documentation: Resolution No. 35-2024, Resolution No. 36-2024

Disposition: Approved.

SCHEDULED MATTERS

25. CONSIDERATION OF CALLING NOVEMBER 5, 2024, GENERAL ELECTION; REQUESTING CONSOLIDATION OF ELECTION; AND SETTING SPECIFIED SERVICES

Recommendation: That the City Council:

1. Adopt the draft Resolution calling the Election for November 5, 2024; requesting and consenting to the consolidation of the election; and setting specifications of the election order;
2. Adopt the draft Resolution requesting that the Board of Supervisors permit the Registrar of Voters to render specified services to the City for the November 5, 2024, Election;
3. Make a determination on whether candidate statements of 200 words or less will be allowed with no additional mailings, and if so, who shall be responsible for the estimated cost per candidate - the City or the candidate;
4. Authorize that the County Election Department, 5300 W. Tulare Ave.

Suite 105, Visalia, California 93277, be designated as the Central Counting Place for the November 5, 2024, General Municipal Election; and
5. Authorize payment to the Tulare County Registrar of Voters upon the completion of the requested services.

City Manager Hildreth introduced the item and Administrative Services Director Yuliana Andrade presented the staff report.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council adopt the draft resolution calling the election for November 5, 2024; requesting and consenting to the consolidation of the election; and setting specifications of the election order; adopt the draft resolution requesting that the Board of Supervisors permit the Registrar of Voters to render specified services to the City for the November 5, 2024. Election; allow candidate statements of 200 words or less with no additional mailings, with responsibility of costs be that of the candidate; authorize the County Election Department, 5300 W. Tulare Ave., Suite 105, Visalia, California 93277, be designated as the Central Counting Place for the November 5, 2024, General Municipal Election; and authorize payment to the Tulare County Registrar of Voters upon the completion of the requested services. The motion carried unanimously.

Documentation: Resolution No. 37-2024, Resolution No. 38-2024

Disposition: Approved.

26. AUTHORIZATION TO EXECUTE TRANSPORTATION SERVICES AGREEMENT - TRANSIT MANAGEMENT, OPERATIONS, AND MAINTENANCE OF PORTERVILLE TRANSIT

Recommendation: That the City Council:
1. Authorize the Mayor to execute the Transportation Services Agreement with Tree's Sierra Management, Inc (dba SM Transit) for the Transit Management, Operations, and Maintenance of Porterville Transit per the scope of services defined in the Request for Qualifications (RFP) for this agreement at a price not to exceed those listed in the agreed upon "Multi-Year Price Plan" incorporated as "Attachment B" in the agreement; and
2. Authorize progress payments up to one hundred percent (100%) of the fee amounts for services rendered upon receipt of invoices approved by the Assistant City Manager.

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

City Attorney Lew made a formal statement regarding the recusal of Transportation Director Rich Tree from the Council Chambers. City Attorney Lew also stated that Mr. Tree has gone on record to state that he has zero financial interests in Tree's Sierra Management, Inc. (dba SM Transit), and that he has refrained from involvement in the procurement process, review of received responses, as well as any negotiations or recommendations pertaining to the contract concerning transit

management, operations, and maintenance for Porterville Transit.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Council Member Greg Meister that the City Council approve the Transportation Services Agreement with Tree's Sierra Management, Inc. The motion carried unanimously.

Documentation: M.O. 22-061824

Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center (LINC) Committee - June 5, 2024

Council Member Beltran provided updates on several items of interest such as the approval of the Minutes, the budget, a Navigation Center Update, and the LINC Services Subcommittee.

2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - June 6, 2024

Council Member Weyhrauch reported on the approval of the Minutes, the ratification of pending bills, and several reports and action items.

3. Tulare County Water Commission - June 10, 2024

Mayor Flores provided updates on the approval of Minutes, a presentation from Environmental Health on Well Construction Ordinance Proposed Changes, a Drought and Project Funding update, and several other reports and Commissioner vacancies. Mayor Flores also stated that she made an announcement to the Commission that she will no longer serve as the TCAG representative and provided the commission with the new representatives who will serve.

4. Flag Day Committee - June 11, 2024

Council Member Meister stated he would cover this report during Other Matters.

5. Local Initiatives Navigation Center (LINC) Committee - June 12, 2024

Council Member Beltran stated he had covered this during his first report.

5. Tulare County Association Of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - June 17, 2024

Mayor Flores asked for this report to be carried to the next council meeting.

ORAL COMMUNICATIONS

- Robert Tree, CEO, of Sierra Management, stated he looks forward to working with the City of Porterville to re-establish transit services in the city and thanked the transit employees for their patience and understanding during the last few months.

OTHER MATTERS

- Council Member Beltran spoke of the Freedom Fest events, the traffic concerns in the area of the Sports Complex during the Freedom Fest Event, and the financial aspects of the many items that are on the agenda.
- Council Member Weyhrauch spoke of his attendance to a recent 8th grade promotion ceremony, a Porterville Unified School District Board Meeting, congratulated GIS Supervisor Rachel Ginsberg and Police Sergeant Oscar Ibarra on their recognitions, and spoke of upcoming events that he will attend.
- Council Member Meister stated staff does a great job at thinking outside of the box, congratulated GIS Supervisor Rachel Ginsberg and Police Sergeant Oscar Ibarra on their recognitions, and spoke of several items that were on the agenda. Council Member Meister also spoke of the traffic concerns surrounding the Sports Complex and thanked Tree Sierra Management for their service to the community.
- Vice Mayor Carrillo spoke of the budget item that was approved, acknowledged the efforts of Cathy Capone and her wishes of communication between the City and the Tule River Parkway Association, spoke of the many recreation related projects within the City, and expressed her thoughts on no longer being a part of the Tulare County Regional Transit Agency. Vice Mayor Carrillo also spoke the upcoming 4th of July holiday and addressed the concerns of the Nuckols family on traffic in the area of the Sports Complex.
- Mayor Flores expressed how proud she is of all who work for the City, spoke of her attendance at the Resident Physicians Graduation Ceremony that was hosted by the Sierra View Medical Center, and spoke of upcoming events that she will be attending.
- City Manager Hildreth spoke of the upcoming Summer Night Lights events, Freedom Fest event, and reminded everyone that the City Council Meeting of July 2nd was cancelled.

CLOSED SESSION

None.

ADJOURNMENT

The Council adjourned at 8:42 p.m. to the meeting of July 16, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Ratification of Emergency Expenditure - AC Unit - Sheriff Department Airport Hanger

SOURCE: Public Works

COMMENT: The AC unit serving the city-owned airport hanger occupied by the Sheriff's Department stopped working properly. Efforts were made to fix and correct the problem to no avail. The equipment is out of warranty, and the cost of repair and replacement parts is equal to the purchase of a new unit.

Staff received the following three proposals from local contractors for immediate repair:

Contractor	Cost	Response Time
Sam's Air Conditioning & Heating	\$10,700	7/3/2024
TAM-N-TJ'Z	\$10,500	7/6/2024
Aircooled Heating & Air Conditioning	\$9,500	7/8/2024

In order to minimize the disruption in the Sheriff Department's operation at the Airport during the current heatwave, staff requested and received authorization from the Mayor to replace the AC unit as an emergency purchase in accordance with Municipal Code Section 2-38, Emergency Expenditures/Appropriations utilizing Sam's Air Conditioning & Heating as they were immediately available to complete the necessary work. Funding is available from the Airport Operating Fund.

RECOMMENDATION: That the City Council ratify the emergency purchase of an AC unit in the amount of \$10,700, plus any applicable sales tax, for the city-owned airport hanger occupied by the Sheriff Department.

ATTACHMENTS:

1. Sam's Air Conditioning & Heating Quote
2. TAM-N-TJ'Z Quote
3. Aircooled Heating & Air Conditioning Quote
4. Municipal Code 2-38 Emergency ExpendituresAppropriations

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager

Estimate Valid for 30 days



Sam's Air Conditioning & Heating
23701 Ave 196
Strathmore Ca. 93267
(559)718-4919

Lic# 1015785

Date
7/3/2024

Name/ Address

Sheriff's Office
Andy/ 559-782-7540
1893 Newcomb St. Porterville Ca. 93257

Project: estimate

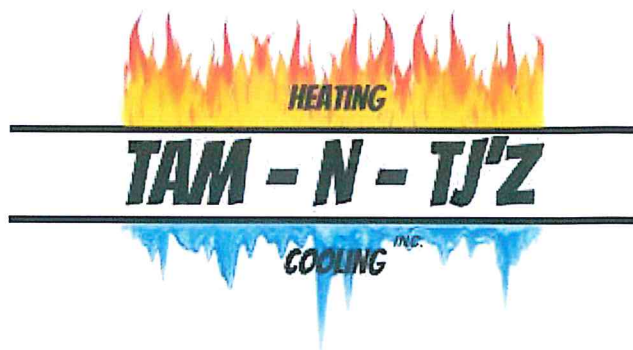
Description	Total
To install 2 ton lennox package unit	\$10,000
With permits	10,700
alabonte@ci.porterville.ca.us	

Estimate

Tam-N-Tj'z Cooling-N-Heating Inc.

"Your comfort is our business"

P.O. Box 648p;
Porterville, CA 93258
559-789-6373
License #1063512



Prepared for: City of Porterville Attention: Andre Labonte and Richard Tree
Jobsite: 1725 Hope Street Porterville

Technician Name: Tam/TJ

Email: tamntjz2020@gmail.com

Date: July 3, 2024

Phone: Tam (559)306-9122/T.J.(559)789-6373

Tam-N-Tj'z Cooling-N-Heating Inc proposes the following:

Tam-N-Tj'z will remove and dispose of the old equipment. We will install a 3 ton 14 seer Rheem package unit. We will be connecting to existing ductwork and electrical. We will install a new gas flex and valve. We will include a new Vive thermostat. The crane is also included in the total price. Upon completion we will run heating and cooling cycles to ensure everything is working in a proper manner.

We can do the job on July 6, 2024.

Total Price: \$10,500 (duct test and permits included)

*****WARRANTY*****

20 Year Heat Exchanger

10 Year Compressor

2 Year Labor and Parts

This estimate is good for 90 days from the date above.

Acceptance of Estimate (Client Signature): _____ **Date:** _____

This is an estimate and the summary above is furnished by Tam-N-Tj'z Cooling-N-Heating Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation which includes all material and labor cost. If paying with credit card or financing additional fees apply.

Thank you for considering Tam-N-TJ'z Cooling-N-Heating INC.

PROPOSAL

Aircooled Heating & Air Conditioning

Lic. No. 1075636

11301 Road 248 Lot C

Porterville, CA 93257

Phone (559) 756-3884 Email: aircooled559@gmail.com

Proposal Submitted To: **CITY OF PORTERVILLE**

Date: 07/01/2024

Address: **1893 S Newcomb**

Phone: **782-7540**

Job Name: **Sheriffs Office**

Fax:

Address:

We hereby submit the following:

Remove and replace existing package rooftop A/C with new. Fabricate duct adapter to connect new unit to existing duct on roof.

- Rheem equipment
- 13.4 SEER2 cooling efficiency
- 81% AFUE Ultra
- New gas flex and service disconnect.
- Crane service

This is for a 2 ton unit that will cover 800 square ft.

They have 40 in stock and we can install it first thing Monday.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
Nine thousand five hundred Dollars (**9,500.00**).

1st Phase Rough – in 0 2nd Phase Rough – in 0 Completion 100%

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____
Bryan Jones Owner

Acceptance of proposal – The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature _____ Date _____

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Replace Police Vehicle

SOURCE: Police

COMMENT:

In June 2024, Unit # 3383, a 2019 Dodge Charger, was involved in a not-at-fault on-duty traffic collision. The estimated cost to repair this vehicle was more than the value itself; therefore, the vehicle is considered "totaled" by both the City maintenance shop and body shop professionals. In discussions with the City's Fleet Manager, he did not recommend making repairs of this magnitude to a public safety vehicle.

Department staff requests authorization to purchase a replacement vehicle through Phil Long Dealership under their National Government Fleet Sales Contract. The Department is requesting authorization to purchase this vehicle per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program. The Department has identified Phil Long Dealership as a provider of such a program for the desired vehicle, available under The Interlocal Purchasing System Contract #220304. Phil Long Dealership is a current City-authorized vendor and has vehicles available under their National Government Fleet Sales Master Contract #220304. Phil Long Dealership is a turn-key source for police vehicles and has provided a quote of \$48,760.00. This price does not include the upfitting of emergency vehicle equipment.

The vehicle is a new pursuit-rated 2024 Ford Interceptor Explorer model, which the dealership has in stock. It was determined that the Interlocal Purchasing System Contract for the purchase of this Ford Explorer was the best available price and the only known readily available vehicle and is the standard by which many agencies are purchasing their fleet vehicles. This contract price is available to the City.

In addition to the vehicle, department staff are requesting to upfit the vehicle with the necessary emergency equipment and other tools by the County of Tulare IT Radio Communications Center before placing the vehicle into service.

Staff is requesting that the City Council authorize the negotiation for the purchase of the Ford Explorer up to a total cost of \$48,760.00, which is based on the Manufacturer's Suggested Retail Price minus the applicable government discount.

The upfit of the vehicle with emergency equipment will be done by the County of Tulare IT Radio Communications Center at a cost of \$14,760.84; however, several components may be able to be salvaged from the totaled police unit to reduce the aforementioned cost.

Through sound fiscal management and savings in the Police Department's vehicle depreciation, the funds are available for the replacement of this vehicle. The replacement vehicle and related equipment will be funded through the Equipment Replacement Fund.

RECOMMENDATION:

That the City Council:

1. Authorize staff to purchase one police vehicle for \$48,760.00; and
2. Authorize payment upon satisfactory delivery of the vehicle.

ATTACHMENTS:

1. 2024 Ford Explorer
2. County IT (Upfit)

Appropriated/Funded: MB

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



QUOTE TO: Porterville Police Department
ATTN: Lt. Mark Azevedo

 Crash Replacement

QUOTE NUMBER	061824-1
QUOTE DATE	June 18, 2024
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

PRICE AGREEMENT: T.I.P.S. (The Interlocal Purchasing System) # 220304 2024 Ford Police Explorer Interceptor Non Eco- Boost Exterior: Agate Black			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated (Incl. Dark Car Feature, Driver Side Spotlight, Backup Camera, Police Engine Idle, Reverse Sensing, BLIS, Global Unlock, Keyless Entry)	48,310.00	\$48,310.00
1	Available Government Discount	(1,500.00)	(\$1,500.00)
1	Transport To: 350 North D Street Porterville, CA 93257	1,950.00	\$1,950.00
	** Vehicles will not come with hubcaps due to Manufacturer No longer making hubcaps**		
Additional Information: Proposal valid for 30 Days			48,760.00
			\$48,760.00 Total AMOUNT

DIRECT ALL INQUIRIES TO:
Herman Sanchez
(505) 250-9388
email: hsanchez@phillong.com

Phil Long Ford of Denver
7887 W. Tufts Ave.
Denver, CO 80123

THANK YOU FOR YOUR BUSINESS!

County of Tulare IT Radio Comm.
5857 S. Mooney Blvd Ste. 2270
Visalia, CA 93277
559-622-7150 Fax: 559-737-4552

Quoted:	6/13/2024
Service Quote #:	20241017
Page:	1

Ship To:
Porterville, Police Department
350 N. "D" St.
Porterville, Ca 93257

Manufacturer:
Model:
Serial Number:
Alternate ID:
Reference: patrol quote
Mileage:

Phone: 559-782-7404		Alternate Phone:		Terms:		
Service Rep: BBOUDAKIAN		Cust PO:		Status: OPEN	Valid Through: 7/13/2024	
Job #	Stock Code	Description	Indications/Work Performed	Quantity	Price	Extended

Technician: BBOUDAKIAN		Install radio and code 3 equipment in new patrol vehicle				
		Install lighting and radio equipment along with fabricating equipment tray and mounting and connecting all equipment.				
	LABOR			50.00	105.00	5,250.00
324/ES100C	Siren speaker w/ "NO" General Purpose			1.00	186.95	186.95
324/ES100C	Siren speaker w/ "NO" General Purpose			1.00	186.95	186.95
324/ESB-U	General Purpose bracket - No speaker, just			1.00	29.15	29.15
34-572	SPDT switch on-on screw terminals (3) 20			1.00	4.06	4.06
382/C-ARM-104	Trak mounted armrest, for Havis Console			1.00	177.10	177.10
382/C-LP-3	Faceplate with 3 - 12VDC outlets (2" wide			1.00	63.80	63.80
382/C-MD-202	Tilt Swivel Motion Device			1.00	61.55	61.55
382/C-SM-800	2020 8" console extension w/face-plates			1.00	102.03	102.03
382/C-SM-830	8 inch face, low profile console, 30 degree			1.00	217.25	217.25
382/C-SM-SA-1	Swing arm for stout mount console			1.00	84.15	84.15
382/CUP2-1001	Dual cup holder for console.			1.00	45.38	45.38
544/MMSU-1	Magnetic Microphone Clip			1.00	47.85	47.85
5601	Miniaturized Power Tamer 30 amp.			1.00	98.95	98.95
5EXHNP4P24-BL-R-BE	Cat 5 cable blue			20.00	0.23	4.60
825/BK2019ITU20	PB450L4 Alum Bumper Ion LED*2020 PI			1.00	866.75	866.75
825/GK10301S1USSC	Dual T-Rail Mount 1 small and 1 XL			1.00	340.95	340.95
825/PK0369ITU20TM	8VSRP Coated Poly Partition Tail Man2020			1.00	630.14	630.14
825/QK0635ITU20	#12 Expanded metal w/replacement seat cti			1.00	1,044.45	1,044.45
967/GP-IN2148	MiMo 'Sharkee™' 2G/3G/4G + GPS/GNSS +			1.00	439.95	439.95
974/CCSRNT5*CANCT	Carbide Siren w/canport + CANCTL7 control			1.00	934.45	934.45
974/IB8DEDE	48" Duo wecan Liberty II			1.00	2,008.65	2,008.65
A14TRAY	In house fabricated angle iron for equipment			1.00	13.75	13.75
AT8X8RCSC-24	8 position RJ45 plug for solid wire conductor			2.00	0.34	0.68
ATO 20	20 amp blade fuse, automotive			1.00	0.29	0.29
ATO 5	5 amp blade fuse			3.00	0.42	1.26
ATO 7 1/2	FUSE			1.00	0.26	0.26
BLKHPAINT	Black High Heat Paint			1.00	4.40	4.40
BOOT-RJ45-BLUE	RJ45 connector BOOT Cover w' tab			1.00	0.08	0.08
CM2020	In house fabricated CenCom mount for 2020			1.00	27.50	27.50
ETRAYMETALPLATE	Metal piece for rear equipment tray			1.00	38.50	38.50
FSH08B-6	6 Pcs ATC Power Fuse Block			1.00	65.95	65.95
HINGE	hinges for equipment tray 3"			2.00	3.58	7.16
HKN4191B	Mobile power cable for CDM.			1.00	18.81	18.81
HKN6169B	Control cable for Remote Mount			1.00	62.81	62.81



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Purchase of Police Vehicles - Special Methods and Resources Team

SOURCE: Police

COMMENT: The Special Methods and Resources Team (SMART) has been very effective in responding to persons experiencing homelessness and mental health issues. SMART has been instrumental in providing services such as temporary and permanent housing, medical resources, mental health resources, and responding to daily criminal complaints. As part of the 2024-2025 budget, the police department was approved to expand this team to include a Police Lieutenant, a Police Sergeant, a Police Officer, and a Community Services Officer.

Included in the budget for expansion of personnel, there were one-time costs such as vehicle purchase(s) and the initial outfitting of equipment for the positions. These vehicles will be for the newly created SMART positions approved in the 2024-2025 budget. These vehicles include three (3) 2024 Chevrolet Silverado Trucks and one (1) 2024 Chevrolet Tahoe. These vehicles will require additional upfit with emergency equipment and will be assigned to SMART.

Staff is requesting that the City Council authorize staff to locate and negotiate for the purchase of the four (4) aforementioned vehicles up to a total cost not to exceed \$240,000, which is based on the Manufacturer's Suggested Retail Price including tax, license, and applicable fees. In addition, the vehicles will need the upfit of necessary emergency equipment including lights, sirens, radios, and other tools required to place the vehicles into service. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase and equipping of the vehicles based on the current economic market with regard to new and used vehicles.

The department is also requesting to purchase four (4) police vehicle radios for each of these new vehicles. The police vehicle radios are to be purchased through its sole provider, J's Communications. The department radios are all Motorola and Motorola Solutions requires agencies to go through the area provider for purchase. J's Communications is the area provider and provides all the department's vehicles and handheld radios, and additionally has a current County of Los Angeles contract. A quote for four (4) police vehicle radios is attached. The total cost for these police vehicle radios is \$22,216.62.

With these vehicle purchases, a total of four (4) Dell tablets Mobile Data Terminals (MDT's) and associated equipment and software will need to be purchased. The MDT's allow personnel to conduct necessary inquiries in the

field, as well as keep themselves and others updated on current incidents in progress and allow the transmission of required information between field units and the Communications Center. These MDT's are to be purchased from the City vendor for Dell computers. A quote with the associated cost for four (4) MDT's is attached. The cost for four (4) Dell Latitude 7230 Rugged and related hardware/software is \$15,462.40.

The upfit of the new vehicles will be done by County of Tulare IT Radio Comm. Quotes with the associated cost of the units are attached. The cost for the unfitting of the four (4) vehicles is \$39,867.62.

These vehicles and related equipment were approved in the 2024-2025 budget to be funded through the Police Department's Measure "I" budget.

RECOMMENDATION:

That the City Council;

1. Authorize staff to locate and negotiate for the purchase of three (3) 2024 Chevrolet Silverado Trucks and one (1) 2024 Chevrolet Tahoe up to a total cost not to exceed \$240,000, which is based on the Manufacturer's Suggested Retail Price plus tax, license, and applicable fees, as well as upfit of emergency equipment. Due to the unique purchasing parameters requested, staff is further requesting a ten percent (10%) contingency for the total purchase; and
2. Authorize Department staff to negotiate the purchase of four (4) APX 6500 unit radios from J's Communications for \$22,216.62; and
3. Authorize Department staff to negotiate the purchase of four (4) Dell Latitude 7230 tablet MDT's from Dell for \$15,462.40; and
4. Authorize Department staff to negotiate the upfit of the new vehicles by County of Tulare IT Radio Comm. for \$39,867.62; and
5. Authorize payment to respective vendors upon receipt of listed equipment.

ATTACHMENTS:

1. MDTs
2. Radios
3. Upfit Silverados
4. Upfit Tahoe

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

Savings	\$10,297.60
Subtotal (4)	\$15,446.40
Estimated Shipping	\$0.00
Environmental Fee	\$16.00
Total	\$15,462.40

Details	Billing	Shipping	Payment method
Mark - Rugged 7230 Quote number # 3000178531810 Created June 26, 2024 Expires July 26, 2024 Created by rcampos@ci.porterville.ca.us Authorized buyer Robert Campos	Order contact Robert Campos City of Porterville Contract Code: C000001115143 Customer agreement number: 23026 / 7-23-70-55-01 Phone number: (559) 782-7432 Additional:: rcampos@ci.porterville.ca.us Billing information ACCOUNTS PAYABLE CITY OF PORTERVILLE 291 N MAIN ST, PORTERVILLE, CA, 93257-3737 Customer number: 4023319 Phone number: (559) 782-7456 Additional:: jmejia@ci.porterville.ca.us Tax exemption I am tax exempt	Shipping information IT Division City of Porterville 291 North Main Street, Porterville, CA, 93257 Phone number: (559) 791-7777 Additional:: rcampos@ci.porterville.ca.us Delivery method FREE Standard Delivery Trade compliance No, I will not be exporting	

Items	Quantity	Unit Price	Item total
-------	----------	------------	------------



Latitude 7230 Rugged Extreme Tablet - Build Your Own 4 \$6,436.00 \$25,744.00

Discounted unit price: \$3,861.60
Contract Code: C000001115143
Estimated Delivery
FREE Standard Delivery to 93257 by Monday, July 22, 2024
Catalog Number: 84 / xctolr7230usr

Category	Description	Code	SKU	ID
Dell Latitude 7230 Rugged	Latitude 7230 Rugged Extreme	GSA86NH	[210-BFQT]	1
Processor	12th Gen Intel® Core™ i7-1260U, vPro® (12 MB cache, 10 cores, 12 threads, up to 4.7 GHz Turbo)	GYH2JV6	[338-CHIC]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC70FJV	[658-BCSB]	1002
Base Options	Integrated Intel® Iris® Xe Graphics for i7-1260U vPro Processor, 32GB Memory w/ u-blox NEO-M9N GPS card	GY4KQWL	[338-CGSJ]	149
Intel Responsiveness Technologies	Intel Rapid Start and Smart Connect Technology	GTE13VM	[409-BCWQ]	707
Systems Management	Intel vPro Technology Advanced Management Features	GB5Z200	[631-ADOX]	49
Memory	32 GB: 2 x 16 GB, LPDDR5, 5200 MT/s (onboard)	GT1NMJY	[370-AHKV]	3
Storage	512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	GA3NW40	[400-BOLI]	8

Category	Description	Code	SKU	ID
Display	12" Touch 1200 nits WVA FHD (1920x1200) 100% sRGB AntiGlare, Outdoor Viewable, front/rear cam, dual mic	GC39RNL	[391-BGZL]	760
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel® Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	G6CR2QH	[555-BIFL]	7
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card	GB54ITF	[555-BIHV]	19
Mobile Broadband	4G CAT16 - Qualcomm® Snapdragon™ X20 LTE (DW5021e), T-Mobile, NMEA GPS port	G8YQ0PG	[556-BDJD]	114
Primary Battery	2 Cell, 35.6 Whr, Long-Lifecycle 3 Year Battery	GXLMA2	[389-ECGC] [451-BCZK]	112
Power Supply	65W Type-C Adapter	GTY0EVJ	[450-AMLO]	1015
Security Options	Backcover, Fingerprint, Contactless Smartcard reader (NFC), with removable SSD, with passive pen	GN0JYM2	[346-BILL]	55
Security Software and PC Protection	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	GC90V4B	[537-BBDO]	20
Placemat	Setup and Features Guide	GSRN8PE	[340-DCSZ]	60
Carrying Cases	No Carrying Case	G3WKG0Y	[460-BBEX]	118
Secondary Battery	Battery slot cover	G630XO2	[325-BERE]	113
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	[658-BFQB]	1003
Packaging	Mix Packaging 65W L10 CTY WWAN 4G	GRNOTP9	[340-DDEG]	465
Transportation	Standard Shipment (VS)	G1IR9B3	[800-BBQK]	200080
EAN POD Label	No UPC Label	G8WGTYN	[389-BCGW]	292
Chassis Options	WLAN, WWAN, GPS Antennas (Pogo vehicle docking, RF passthrough)	GK6J3I4	[555-BIFG]	116
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Camera	5MP front dedicated IR/RGB, 11MP rear with flash and microphone	GSMJ1TZ	[319-BBJL]	379
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Hazardous Locations Certification	Hazardous Locations Certification	GDRKB60	[389-EFFU]	739
Right Side Expansion Port	Right hand side expansion port - USB-A	G8QYVUE	[590-TFJW]	289
Top Expansion Port	Top expansion port, RJ45	G0FGET1	[590-TFKB]	698
Handle	Rigid Handle	GKY2X1C	[750-ADWQ]	200503

Category	Description	Code	SKU	ID
Hardware Support Services	5Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	PNS	[804-0499] [804-0500] [975-3461] [989-3449] [997-6988] [997-6999]	29
Proactive Maintenance	5-year Accidental Damage Service	AD5	[973-9201]	33
Keep Your Hard Drive	Keep Your Hard Drive, 5 Years	KYHDSY	[980-9314]	159
Premier discount				-\$10,297.60
			Item total:	\$15,446.40

Savings: \$10,297.60

Subtotal (4): \$15,446.40

Savings \$10,297.60

Subtotal (4) \$15,446.40

Estimated Shipping \$0.00

Environmental Fee \$16.00

Total \$15,462.40

[Support](#) Support
Order Status

[Account](#) Account
Your Profile

Drivers & Downloads

Dell Contacts

Product Support

Address Book

Support by Topic

Warranty Information

Order Support

[Your Products](#) Your Products
Quotes

Sales Quotes

Systems

Peripherals

Legal & Regulatory Terms of Sale Privacy Statement Do Not Sell or Share My Personal Information Accessibility

Anti-Slavery & Human Trafficking

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit.* Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

Onsite Service After Remote Diagnosis and Other Important Information: *On-site Service or Advanced Exchange Service after remote diagnosis: (a) On-site Service after remote diagnosis is determined by the online or phone technician, and may involve customer access to the inside of the system and multiple extended sessions. If the issue is covered by the Limited Hardware Warranty and cannot be resolved remotely, the technician and/or replacement part will be dispatched, usually in 1 or 2 business days, following the completion of the remote diagnosis. The customer must return the original hardware to Dell according to the rules specified. On-site service is provided by Dell Marketing L.P. Availability varies. Other conditions apply. (b) Advanced Exchange Service replaces hardware after remote diagnosis. The customer must return the original hardware to Dell according to the rules specified. Advanced Exchange Service is subject to country availability. (c) For complete details about On-site Service or Advanced Exchange Service, see dell.com/servicecontracts

***DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



Billing Address:
PORTERVILLE, CITY OF
291 N MAIN ST
PORTERVILLE, CA 93257
US

Shipping Address:
PORTERVILLE, CITY OF
291 N MAIN ST
PORTERVILLE, CA 93257
US

Quote Date:06/20/2024
Expiration Date:08/01/2024
Quote Created By:
Ronald Taylor
Ronald.Taylor1@
motorolasolutions.com

End Customer:
PORTERVILLE, CITY OF
Mark Azevedo
mazevedo@ci.porterville.ca.us
559.782.7424

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series ENHANCEDAPX6500						
1	M25QSS9PW1BN	APX6500 ENHANCED UHF R1 MOBILE	4	\$3,383.12	27.0%	\$2,469.68	\$9,878.72
1a	G48BD	ENH: CONVENTIONAL OPERATION APX6500	4	\$550.00	27.0%	\$401.50	\$1,606.00
1b	G67DT	ADD: REMOTE MOUNT E5 APXM	4	\$327.00	27.0%	\$238.71	\$954.84
1c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	4	\$288.00	0.0%	\$288.00	\$1,152.00
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4	\$0.00	0.0%	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	27.0%	\$48.18	\$192.72
1f	G843AH	ADD: AES ENCRYPTION AND ADP	4	\$523.00	27.0%	\$381.79	\$1,527.16
1g	G426AD	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	4	\$28.00	27.0%	\$20.44	\$81.76
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	\$567.00	27.0%	\$413.91	\$1,655.64
1j	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$717.00	27.0%	\$523.41	\$2,093.64
1k	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	27.0%	\$57.67	\$230.68
1l	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	0.0%	\$0.00	\$0.00
1m	W969BG	ENH: MULTIKEY OPERATION	4	\$363.00	27.0%	\$264.99	\$1,059.96
Subtotal							\$20,433.12
Estimated Tax							\$1,783.50
Grand Total							\$22,216.62(USD)

Notes:

County of Tulare IT Radio Comm.

5957 S. Mooney Blvd Ste. 2270
Visalia, CA 93277
559-622-7150 Fax: 559-737-4552

Quoted:	7/3/2024
Service Quote #:	20251002
Page:	1

Ship To:

Porterville, Police Department
350 N. "D" St.
Porterville, Ca 93257

Manufacturer:

Model:
Serial Number:
Alternate ID:
Reference: Chevy trucks
Mileage:

Phone: 559-782-7404		Alternate Phone:		Terms:	
Service Rep: BBOUDAKIAN		Cust PO:		Status: OPEN Valid Through: 8/2/2024	
Job #	Stock Code	Description	Indications/Work Performed	Quantity	Price Extended

1	Technician: BBOUDAKIAN	install radio and code 3 in 2024 chevy truck PATROL STYLE with partition				
		LABOR		60.00	105.00	6,300.00
	382/C-ARM-104	Trak mounted armrest, for Havis Console		1.00	177.10	177.10
	382/C-HDM-214	pole for console		1.00	140.80	140.80
	382/C-MD-112	computer mounting		1.00	282.54	282.54
	382/C-VSW-2600-SILV	2025 chevy truck console with face-plates		1.00	702.90	702.90
	382/CUP2-1001	Dual cup holder for console.		1.00	45.38	45.38
	382/DS-DELL-607-2	dell - dock		1.00	651.20	651.20
	382/LPS-138	dell dock power supply		1.00	212.30	212.30
	5601	Miniaturized Power Tamer 30 amp.		1.00	98.95	98.95
	825/1K0576CHT19150C	setina 2025 chevy truck partition		1.00	953.70	953.70
	825/BK1001CHT22150C	2024 chevy truck setina push bumper		1.00	1,092.30	1,092.30
	974/BSFW49X*DUO	whelen inner edge for 2025 silverado		1.00	1,351.35	1,351.35
	974/BSRW10*DUO	whelen rear inner edge 2025 chevy truck		1.00	1,351.35	1,351.35
	974/CCSRNT5*CANCT	Carbide Siren w/canport + CANCTL7 control		1.00	934.45	934.45
	ES100*U	BILL USING 324/ES100C AND 324/ESB-U		1.00	175.95	175.95
	MBD	NMO coax assembly w/17' teflon coax - no		1.00	30.49	30.49
	QWB450	Quarter wave antenna - Black		1.00	13.11	13.11
	REL-50	Bosch Relay 50AMP, 5 Pole		3.00	3.85	11.55
	RFU600-1	Mini UHF male connector for RG58AU /		1.00	1.90	1.90
2	Technician: BBOUDAKIAN	Install radio and code 3 equipment in chevy truck. (no partition) PATROL				
		LABOR		25.00	105.00	2,625.00
	382/C-ARM-104	Trak mounted armrest, for Havis Console		1.00	177.10	177.10
	382/C-HDM-214	pole for console		1.00	140.80	140.80
	382/C-MD-112	computer mounting		1.00	282.54	282.54
	382/C-VSW-2600-SILV	2025 chevy truck console with face-plates		1.00	702.90	702.90
	382/CUP2-1001	Dual cup holder for console.		1.00	45.38	45.38
	382/DS-DELL-607-2	dell - dock		1.00	651.20	651.20
	382/LPS-138	dell dock power supply		1.00	212.30	212.30
	5601	Miniaturized Power Tamer 30 amp.		1.00	98.95	98.95
	974/BSFW49X*DUO	whelen inner edge for 2025 silverado		1.00	1,351.35	1,351.35
	974/BSRW10*DUO	whelen rear inner edge 2025 chevy truck		1.00	1,351.35	1,351.35
	974/CCSRNT5*CANCT	Carbide Siren w/canport + CANCTL7 control		1.00	934.45	934.45
	974/VTX609B	Blue LED light head, Super LED, single self		1.00	91.25	91.25
	974/VTX609C	Clear LED light head, Super LED, single self		2.00	76.95	153.90
	974/VTX609R	Red LED light head, Super LED, single self		1.00	76.95	76.95
	ES100*U	BILL USING 324/ES100C AND 324/ESB-U		1.00	175.95	175.95
	MBD	NMO coax assembly w/17' teflon coax - no		1.00	30.49	30.49

County of Tulare IT Radio Comm.

5957 S. Mooney Blvd Ste. 2270
Visalia, CA 93277
559-622-7150 Fax: 559-737-4552

Quoted: 7/2/2024

Service Quote #: 20251001

Page: 1

Ship To:

Porterville, Police Department
350 N. "D" St.
Porterville, Ca 93257

Manufacturer:

Model:

Serial Number:

Alternate ID:

Reference: ADMIN Tahoe

Mileage:

Phone: 559-782-7404 Alternate Phone:

Terms:

Service Rep: BBOUDAKIAN

Cust PO:

Status: OPEN

Valid Through: 8/1/2024

Job #	Stock Code	Description	Indications/Work Performed	Quantity	Price	Extended
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1		Technician: BBOUDAKIAN	install radio and code 3 equipment "ADMIN" style in new Tahoe			
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This is an estimate - hours and parts may vary slightly

	LABOR	38.00	105.00	3,990.00
5601	Miniaturized Power Tamer 30 amp.	1.00	98.95	98.95
75205	Amber ON/OFF lighted round rocker switch.	3.00	7.65	22.95
974/MCRNSCX	Surface mount MICRON white smoke lens.	1.00	125.95	125.95
974/MCRNSRX	Surface mountMICRON red smoke lens.	1.00	125.95	125.95
974/SFIONJ	Spitfire ION light Red/Blue	3.00	133.10	399.30
974/SFIONM	Spitfire ION dash light amber/blue.	1.00	133.10	133.10
974/VTX609B	Blue LED light head, Super LED, single self	1.00	91.25	91.25
974/VTX609C	Clear LED light head, Super LED, single self	2.00	76.95	153.90
974/VTX609R	Red LED light head, Super LED, single self	1.00	76.95	76.95
974/WPA112	100 watt siren amplifier waterproof	1.00	314.60	314.60
ES100*U	BILL USING 324/ES100C AND 324/ESB-U	1.00	175.95	175.95
MBD	NMO coax assembly w/17' teflon coax - no	1.00	30.49	30.49
PMUN1034F	03 Control Head for XTL5000 O3	1.00	1,166.26	1,166.26
REL-50	Bosch Relay 50AMP, 5 Pole	1.00	3.85	3.85
RFU600-1	Mini UHF male connector for RG58AU /	1.00	1.90	1.90

Total Parts:	2,921.35	Total Labor:	3,990.00	Total Sublet:	50.00	Total Disposal:	0.00
			Pickup/Delivery:	0.00	Service Call:	0.00	
					SubTotal:	6,961.35	
					Tax:	248.31	
					Shipping:	0.00	
					Total:	7,209.66	



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Purchase Specialized Equipment - Ammonia/TKN Analyzer

SOURCE: Public Works

COMMENT: The City of Porterville Laboratory performs Ammonia and Total Kjeldahl Nitrogen (NH₃/TKN) compliance testing for the Wastewater Treatment Facility. The current NH₃/TKN analyzer was purchased in 2002 and is obsolete as the software is outdated and is no longer supported by the manufacturer. Laboratory staff contacted three (3) vendors for quotes to purchase, install, and provide training for a new NH₃/TKN analyzer. The quotes are as follows:

Xylem Inc./EZKem	\$37,814.86
Skalar, Inc.	\$47,165.00
KMP Analytics	\$69,321.84

Xylem Inc. submitted the lowest quote, therefore, securing a contract for the purchase of the analyzer. The installation and training for the new analyzer will be provided by EZKem. The expenditure for the purchase, in the amount not to exceed \$41,596.35, which includes an analyzer, installation, training, taxes, freight, and a ten percent (10%) contingency, will be funded from the Laboratory Equipment Replacement Fund.

RECOMMENDATION: That the City Council:

1. Approve the purchase of an analyzer from Xylem Inc. & EZKem for an amount not to exceed \$41,596.35, which includes the analyzer, installation, training, taxes, freight, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Xylem Inc. & EZKem for an amount not to exceed \$41,596.35, which includes the analyzer, installation, training, taxes, freight, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Xylem Inc. & EZKem upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. Xylem_EZKem
2. Skalar Ammonia-TKN Analyzer Quote
3. KPM Futura Quote 6-21-24

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

Quote Number: B234421
Quote Created: 2023 Oct 27
Quote Expiration Date: 2024 Jul 18

Quote Prepared For:
Caroline Thomason
Porterville of City
291 North Main Street
Porterville, CA 93257
(559) 782-7499
cthomason@ci.porterville.ca.us

Prepared by: Craig Storms
Cell Phone: +1 7604848069
Email: craig.storms@xylem.com

NOTICE:

The following pricing is proprietary and confidential information. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Xylem Inc.

Proposal Summary

#	Part Number	Description	List Price USD	Discount	Net Price USD	Qty	Ext. Price USD
1	330113	MODEL- FS3700 Analyzer w/24-channel pump	\$20,664.00	30.00%	\$14,464.80	1	\$14,464.80
2	330964	3180 Autosampler, 180 position, XYZ (no kit)	\$9,401.70	25.00%	\$7,051.27	1	\$7,051.27
3	330109	CHANNEL-3700 Ammonia/TKN by gas diffusion (USEPA 351.2) - SFA	\$13,747.70	30.00%	\$9,623.39	1	\$9,623.39
4	Sales Tax	Sales Tax and 9.25%	\$2,880.40	0.0%	\$2,880.40	1	\$2,880.40
5	Shipping	FedEx Ground Shipping	\$300.00	0.0%	\$300.00	1	\$300.00
Subtotal							\$34,319.86

Total List Price	\$46,993.80
- Total Line Item Discount	\$12,673.94
- Bottom Line Discount	0.00 %

Grand Total (in USD)	\$34,319.86
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Terms	Net 30
FOB	Origin

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.

YSI Inc., Payment Remittance Instructions
including OI Analytical, Bellingham+Stanley, Gerhardt, and Global Water

Credit Card and Purchase Orders (reference or include quote B234421)

YSI Incorporated

by Phone: (937) 767-7241 (Option 3)
by EMail: customer.focus@xylem.com
by Fax: (937) 767-1058
by Mail: YSI Incorporated
Attn: Order Entry
1725 Brannum Lane
Yellow Springs, OH 45387

- Please make PO out to YSI Incorporated at the address above (Xylem is the parent company and we do business as YSI Incorporated).
 - All purchase orders should be accompanied with a copy of this quote or clearly reference the quotation number.
 - All purchase orders should have a complete billing and complete shipping address on the purchase order.
 - For order acknowledgement please provide email address to send updates on order.
EMail_Address _____
 - Taxes and tariffs are additional and are not included in the above pricing unless explicitly stated as a line item.
 - Shipping charges are additional and are not included in the above pricing unless explicitly stated as a line item.
 - Tax Exempt customers must include their Tax ID on their purchase order. Proof of Tax Exemption status may be required.
 - Please notify orders@ysi.com if you plan to pay with a check without a PO or Credit Card.
-

Payment Remit Address for quote B234421

YSI Incorporated
Tax ID: 31-0526418
DUNS# 00-424-6716

by Check (Drawn on US Banks Only)
YSI Inc
26717 Network Place
Chicago, IL 60673-1267
Account Numb: 20000011127562
Account Name: YSI Inc.

by ACH (with Addenda Record), Wire or SWIFT
JPMorgan Chase Bank, N.A.
1 Chase Manhattan
New York, NY 10005
Account Numb: 20000011127562
Wire Routing #: 021000021
ACH Routing #: 028000024
SWIFT BIC: CHASUS33

NOTE: Customer is responsible for all wire, banking and credit card processing fees. In order to avoid delays in payment processing, please ensure that the remittance advice includes the following:

Quote #: B234421
Expires: 2024 Jul 18

- Invoice number
- Invoice date
- Invoice amount



1045 Cannon Drive
Hood River, OR
97031

QUOTE

Quote #	Date
4852	4/23/2024

Bill To

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

Ship To

City of Porterville
Caroline Thomason
1265 W. Grand Avenue
Porterville, CA 93257

P.O. No.		Terms	Net 30
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Item	Description	Qty	U/M	Cost	Total
EZkem Service V...	EZkem Service Visit: 2-3 days onsite Installation, Training and Validation of FS3700 System configured for NH3/TKN via Gas Diffusion	1		3,495.00	3,495.00

Subtotal \$3,495.00

Sales Tax (9.5%) \$0.00

Total **\$3,495.00**



SKALAR, Inc.

5012 Bristol Industrial Way #107, Buford, Georgia 30518
Tel: 1-800-782-4994 / (770) 416-6717 Fax: (770) 416-6718

May 24, 2024

Ms. Caroline Thomason
City of Porterville-Laboratory
291 N. Main St
Porterville CA 93257

Quotation

No: S052424M01



Skalar SAN^{compact} automated analyzer for the analysis of two chemistry manifolds simultaneously: Ammonia/TKN (EPA 350.1/351.2)

No.	Part Number	Description	Unit Price	Qty	Amount (US\$)
1	1100-01	Random Access carousel sampler: 50 sample cup positions of 1.5, 3.5 or 8.5 mL. User defined digital sampling, wash and air timing with built-in audio/visual alarms and rinsing pump unit. Sample cup volumes of 1.5 , 3.5, and 8.5 mL (single row) - Voltage: 100-120V / 220-240V - Dimensions (h x d x w): 220 x 360 x 470 mm	7940	1	7,940
2	2SAN39100	SAN++ Compact Module Holder with integrated electronics (excludes PC) Consists of: - Proportioning pump 1 x 21 channel with single pump deck & Stainless steel pump rollers 1 x 10 - High precision 24 V DC motor - Built-in 10 channel high precision air injector with air supply pump, pressure regulator for air segmentation and inlet for supply of external inert segmentation gas - Module holder with positions for up to three (3) chemistry modules and integrated LCD touchscreen for control of analyzer functions (pump speed, reactor temperatures etc.)	20020	1	20,020

		• Multi-speed pump (off/standby/analyze/rinse) function controlled via integrated touch screen and/or FlowAccess V3 software • Automatic pump pulsing during instrument downtime for extended pump tube lifetime • Three (3) separate glass waste receptacles selectable per chemistry module • Housing in compliance with CE and CSA regulations • Compatible with chemistry application modules of former San+ and San++ models • Compatible with all current Skalar samplers • Power consumption 700 VA max • Software FlowAccessV3 communication by TCP/IP • Connection peripherals via integrated CAN BUS hub and Multi-zone leak detection • Voltage: 100-120V / 220-240V • Dimensions (h x d x w): 335 x 340 x 837 mm			
3	M155350.1R	Manifold for Ammonia/TKN . EPA Method Numbers 350.1/351.2. Includes reactor and in-line gas diffusion/distillation. <i>TKN samples require offline digestion</i>	2880	1	2,880
4	6435	Flow Cell . Tube shape, 50 mm	780	1	780
5	6565	Filter . 660nm	370	1	370
6	26200904	Digital dual channel detector (2-channels) with CAN connector	6430	1	6,430
7	SA INST-03	Three (3) day installation and training	3100	1	3,100
8	SA KIT-01	Analyzer start-up kit (spare parts and consumables for one year of operation)	1000	1	1,000
9	SA SHIP-01	Shipping and insurance to customer's site	1000	1	1,000
10	TX-01	Estimated local tax	3645	1	3,645
					\$47,165

Optional:

Option 1.

Computer system and printer:

SA COMP-01	Computer System: Dell Optiplex, Intel processor, Windows 11 Pro, 8Gb RAM, 500Gb Hard drive, DVD-rom drive and 17" LCD monitor	\$1,750
SA PRINT-01	Printer: Dell Laser Jet 1110 or equivalent	\$250

Option 2.

Larger Capacity Autosampler with auto-diluter capabilities (replaces item #1 in body of quotation):

SA 1050-01	SA1050 Random Access Sampler: Four removable racks with 35 positions each for 3.5 or 10 mL sample tubes. Total sample amount 140 tubes. Glass rinsing vessel and four channel built-in rinse pump	\$15,780
21050312	Auto-Diluter Station: Automated pre and post dilutions along with working standard creation from stock solution	\$7,530

Option 3.

Service agreement:

SC-SAN1P1E	12-month Service contract: Effective upon expiration of 12 month warranty. The contract includes one on-site PM visit and one emergency repair visit. Includes all travel expenses, labor and loaner charges. Excludes parts/consumables and shipping	\$3,995
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Terms and Conditions:

Prices:	Prices quoted are in US Dollars, and valid for 60 days from date of issue of quotation. Includes estimated applicable sales taxes @ 9.25%.
F.O.B.:	Customer's site
Delivery:	90 days after receipt of order
Shipment:	Shipment will be made by air freight or ground
Insurance:	Included
Terms:	Net 30.
Warranty:	Skalar, Inc. offers the purchaser a full one year warranty on parts and labor resulting from faulty workmanship in manufacture from the date of receipt of the merchandise. Subject to the following exception(s): glassware breakage and/or consumable products. Brokerage and transportation costs for the replacement parts replaced under the warranty are to the client's account. Skalar, Inc. will not be responsible for damage to the system or for performance outside specifications related to the use of parts and accessories provided by any third party.

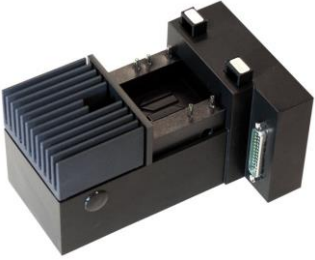
Installation & Training of Skalar Instruments: The price of installation/training is included in this quotation. Prior to installation, a list of unfurnished chemicals, specialty gases and power requirements will be supplied by customer. The customer must supply a list of their location safety, security, and/or other requirements. If power supply is not stable at the facility, an *Uninterrupted Power Supply* (UPS) unit is required (not included).

Service: Skalar, Inc. provides trained Service Engineers and maintains a stock of spare parts and expendable supplies for this equipment at:

- Skalar Headquarters: Buford, Georgia
- Skalar West Coast: Salt Lake City, Utah
- Skalar Mid West: Dallas, Texas
- Skalar North East: Buffalo, New York

ITEMIZED SPECIFICATIONS

Item & Picture	Description
1100 	SAMPLER, RANDOM ACCESS, PC Controlled, 100 sampling positions. <u>Specifications:</u> - Standard Cupplate Configuration: 1 x 50 positions for 3.5 or 8.5 ml. sample cups. <u>or</u> 1 x 100 positions for 3.5 ml. sample cups. (see item 2) <u>or</u> dual sample pick-up 2 x 50 positions for 3.5 ml. sample cups. (see option II) - Single rotary removable sample tray with dustcover - Sample uptake with single St St sample needle. - Random access. 4 channel build-in rinsing pump for supply of 1 or 2 independent rinsing liquids. - LED indication for power on/off, busy, error. - Built-in audiovisual status indication a.o. last sample pick-up indication. - Requires Skalar FlowAccess® Windows™ software and interface. - Power consumption: max. 50VA. - Dimensions(HxDxW): 22x36x47cm. - Weight: 6 kg.
2SAN39100 	SAN++ COMPACT MODULE HOLDER WITH INTEGRATED ELECTRONICS EXCLUDING PC Consists of: - Proportioning pump 1 x 21 channel with single pump deck - Stainless steel pump rollers 1 x 10 - High precision 24 V DC motor - Built-in 10 channel high precision air injector with air supply pump, pressure regulator for air segmentation and inlet for supply of external inert segmentation gas - Module holder with positions for up to three (3) chemistry modules - Integrated in-line distillation, dialysis and digestion units - Integrated LCD touchscreen for control of basic analyzer functions (pump speed, reactor temperatures etc.) - Multi-speed pump (off/standby/analyze/rinse) function controlled via integrated touch screen and/or FlowAccess V3 software - Automatic pump pulsing during instrument downtime for extended pump tube lifetime - Three (3) separate glass waste receptacles selectable per chemistry module - Housing in compliance with CE and CSA regulations - Compatible with chemistry application modules of former San+ and San++ models - Compatible with all current Skalar samplers - Power consumption 700 VA max - Software FlowAccessV3 communication by TCP/IP - Connection to all peripherals via integrated CAN BUS hub - Multi-zone leak detection functionality as standard - Voltage: 100-120V / 220-240V - Left or right installation direction - Dimensions (h x d x w): 335 x 340 x 837 mm, approx. - Skalar FlowAccess V4 included for full system control and automatic data acquisition & handling
26200904	DUAL CHANNEL DIGITAL DETECTOR-CAN CONNECTION. Consist of a photometer head with insert board and cable. <u>Specifications:</u> Wavelength selection by insert of interference filters.

	• Wavelength range 340 – 1050 nm. • Accommodation for 2 flow cells of 5 up to 50 mm path length each. • Software controlled automatic baseline and peak height settings. • Software controlled lamp switching on/off. • 20 bits high resolution absorption recording. • Detection range up to 6.5 AU. • Signal / noise ratio < 0.0003 AU.
1050 	SAMPLER, RANDOM ACCESS, Computer Controlled, 140 sample positions. <u>Specifications:</u> • 4 removable racks with 35 sample positions each, for 3.5 ml sample cups or 10 ml sample tubes. • Total sample amount: 140 samples. • RØZ full random access capabilities. • 11 positions with 35ml containers for supply of calibrants, QC's. • 9 separate positions for 10ml tubes for working standards. • 4 channel build-in rinsing pump. • User selectable pump tube sizes for required rinsing liquid volume. • Supply of 1 rinsing liquid. • Glass rinsing vessel with continues liquid level and 2 waste outlets for self-cleaning. • Sample uptake with single St St sample needle. • Automatic pre and post dilutions of samples (requires optional Diluter Station 21050311). • Automatic preparation of working standard solutions for chemistry calibration (requires optional Diluter Station 21050311). • Requires Skalar FlowAccess V3™ software and interface. • Power consumption: 80 VA. • Dimensions (HxDxW): 55x60x50cm. • Weight: 20 kg.
21050312 	DILUTER STATION SINGLE, to be built in for sampler types 1050 and 1053. <u>Specifications:</u> • 10 ml volume syringe with PTFE plunger. • Diluter flush vessel 50 ml, including waste tubing. • Teflon tubing for liquids supply. • Teflon valve for automatic selection of sample pickup or dispense liquid. • Valve for automatic selection of sampling or diluting. • Resolution of the diluter is 6000 steps. • Maximum dispense volume 10 ml per diluting cycle. • Dilution volumes user selectable in Skalar FlowAccess V3™ Windows™ based software. • Built in unit for Sampler 1050 and 1053* • Power consumption: 40 VA. • Weight: 2 kg.

Date	6/21/2024	Quote Number	KPMA-024307		
Customer Name	Caroline Thomason	Quote Expiration	9/19/2024		
Customer Email	cthomason@ci.porterville.ca.us	Shipping Incoterms	EXW – Ex Works		
Company Name	City of Porterville Laboratory	Payment Terms	Net 30 days Upon Credit Approval		
Shipping Address	1265 West Grand Avenue	Lead Time	Typical 12-15 weeks after customer sign off		
Country	United States	Sales Person Name	Joey Pierce		
Note		Email	jpierce@kpmanalytics.com		
		Phone	508-948-8231		
Item	Part #	Description	Order Qty	Unit Price	Ext. Price
1	FA17979	Futura console with Automatic Valve allowing automatic shut-down and restart of the console including release of the pressure on the pump tube & including a 3 speed Pump and a color screen (alt# FUTURA 3+)	2	\$16,845.63	\$33,691.27
Optional Accessories, Options, and Consumables below (not included if quantity is 0)					
2	FA17588	Leak Detector recommended one per console	1	\$326.66	\$326.66
3	FA10806	XYZ 240/360 Position Sampler (alt# SAMPLER XYZ)	1	\$14,257.94	\$14,257.94
	FA10308	Auto dilutor Works for XYZ 240/360 sampler (alt# N01071)	0	\$8,070.53	
4	FA13620	Kit for one channel, including CFM V3 software, connection cable, power supply and a starting kit (alt# KIT-FUT1)	1	\$4,714.22	\$4,714.22
5	FC12523	10 ML TUBE *500 (alt# ALL.TUBE.10)	1	\$52.24	\$52.24
6	FA12889	Macroflow manifold with 50mm flow cell for testing Ammonia in Waste Water in 0-40 mg/l N, standard low temp heating bath, Dialyser 6" (alt# W-E3-18-MF AMS A)	1	\$4,944.80	\$4,944.80
7	FA13621	Kit for 2 channels, including CFM V3 software, connection cable, power supply and a starting kit (alt# KIT-FUT2)	1	\$4,983.23	\$4,983.23
				Sub Total	\$62,970.36
				Discount	-\$3,148.52
8	Installation & Training	Ask about our PM service contract			\$8,500.00
9	Freight	Up to 3 days Commissioning and Training performed by Certified Service team			\$1,000.00
				Shipping Charge to be added separately	
				Total Invoice (USD)	\$69,321.84

TERMS AND CONDITIONS OF SALE

These terms and conditions, the attendant quotation or acknowledgement provided by KPM Analytics North America Corporation, hereinafter Seller, and all Seller documents incorporated by reference therein, binds Seller, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including software and firmware incorporated therein or included therewith. Additional or different terms in any written communication from Buyer (such as a purchase order) are void. No provision of any purchase order or other business form employed by Buyer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

1. PRICES: Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION: All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Unless agreed to in advance and documented in Seller's Sales Order Acknowledgement to Buyer, Seller may ship at any point prior to the ship date provided in Seller's Sales Order Acknowledgement. If Seller determines that it is unable, for any reason, to ship Buyer's complete requirements of any Goods by the requested shipping dates, Seller may release a partial shipment to Buyer. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by the Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced by Buyer or used by Buyer for any purpose other than the purpose for which it was provided and may not be disclosed by Buyer to third parties without the prior written permission of Seller.

3. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

4. CHANGES, TERMINATION AND SUSPENSION: Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension. Any changes affecting the Goods or Services must be accepted by Seller and resulting adjustment to price, schedule, or both, shall be mutually agreed in writing. Seller may cancel any order or terminate any agreement without liability to Buyer if Buyer fails to meet the conditions specified herein.

5. LIMITED WARRANTY: Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Except as specified below, Goods are warranted for twelve (12) months from the date of shipment or, if applicable, initial installation, but in no case greater than fifteen (15) months from the date of shipment by Seller. Consumables, Parts and Services (except as specified below) are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by the limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.

7. TAXES: Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income. Prices do not include any sales, use, excise, value added or similar taxes. Taxes shall be the responsibility of Buyer and Seller shall include them on all invoices, absent the receipt of an appropriate exemption from Buyer.

8. TERMS OF PAYMENT: Unless otherwise agreed by Seller, and subject to the credit approval of Seller's Finance Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at 1.5% per month, but shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, to terminate the Agreement and/or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorney's fees.

9. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use any firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

10. BUYER SUPPLIED DATA: To the extent that Seller has relied upon any data or information supplied by Buyer to Seller (Data) in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

11. EXPORT/IMPORT: Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied. Notification of destination and end user is required of all products scheduled for overseas shipment.

12. GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. Any attempted assignment without such consent shall be void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written document signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the Commonwealth of Massachusetts, without regard to its choice of laws provisions. Buyer and Seller agree that the exclusive proper venue for all actions arising under the Agreement shall be only in Boston, Massachusetts, USA. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from the use of Goods and Services in any nuclear or nuclear related applications, whether the cause of actions be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute of rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement. (i) Unless otherwise separately expressly agreed to in writing by Seller, Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") or other governmental procurement provision or clause to the Agreement. (j) The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under this Agreement or any agreement into which it is incorporated by reference. (k) Seller does not agree to: (i) indemnify Buyer; or (ii) name Buyer as an additional insured.

13. HIRING OF EMPLOYEES: Buyer agrees that during the execution of Services by Seller and for a period of twelve (12) months after the performance of Services, it will not hire any employee(s) of Seller and will not entice or counsel any such employee(s) to leave Seller's employ. Buyer agrees that this covenant shall extend to its agents and affiliates. In the event that an employee of Seller is hired or leaves the employ of Seller in such circumstances, Buyer shall pay Seller, as compensation for the cost incurred by Seller in recruiting and training the employee, the sum equivalent to six (6) months pay for each employee hired from or leaving the employment of Seller.

14. BUYER RESPONSIBILITIES: Buyer shall provide Seller ready access to the site where services are to be performed and adequate workspace and facilities to perform same as provided in these terms and conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Buyer shall inform Seller, in writing, at the time of order placement, of any known hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding same. Buyer shall appoint a representative familiar with the site and the nature of the services to be performed by Seller to be present at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

15. RESTRICTIONS ON RESALE: Goods are sold hereunder for Buyer's use or resale to customers of Buyer that are not in the business of reselling the Goods. Buyer is not authorized to appoint any distributors or resellers of the Goods.



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Purchase Components to Repair/Upgrade the Traffic Signal at Westwood Street and Olive Avenue

SOURCE: Public Works

COMMENT: The traffic signal at the intersection of Westwood Street and Olive Avenue needs repair. The inductive loops, which control the traffic signals, are damaged in three (3) directions of travel and need to be replaced. The City annexed the roadway from the County and added it to the pavement improvement list. Two of the lanes of travel at the intersection are severely deteriorated and are scheduled to be improved in the fiscal year 2027/2028.

Staff is seeking authorization to upgrade the traffic signals at Westwood Street and Olive Avenue to the new City standard using video detection. Upgrading the traffic signals would eliminate the expenditure on replacing the inductive loops, which will be removed when the paving project commences in 2027/2028.

Econolite, the manufacturer of the video detection systems, submitted a quote of \$51,885.16 for the components to upgrade the traffic signal. Purchasing the components directly from the manufacturer and utilizing City staff to install the video detection system will result in significant cost savings for the project and restore full operation of the traffic signal. Expenditure for the project will be funded from the 2024/2025 Capital Improvement Projects Signs and Signals Budget.

RECOMMENDATION: That the City Council:

1. Approve the purchase of video detection system components from Econolite for an amount not to exceed \$57,074, which includes the components, taxes, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Econolite for an amount not to exceed \$57,074, which includes the components, taxes, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Econolite upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS:

1. Intersection Upgrade - Cabinet, Controller, Autoscope Video Detection Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



Quotation

3/14/2024

To:	City of Porterville Bryan Searle	Quote Name: Intrsection Upgrade Quote Project Reference: Econolite Reference: Q-43584-24C9
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Item #	Part	Qty	Description	Tariff	Price per	Extended
1	STCAB3889	1	332 ANOD HYBRID PORTERVILLE NO PHASE SELECTORS, NO LS	\$37.66	\$14,412.75	\$14,412.75
2	31095G12	12	LOAD SWITCH DUAL IND TSC MODEL 300 OI	\$0.00	\$58.10	\$697.20
3	COBRM21120110000	1	COBALT G-SERIES RACKMOUNT, WITH PWR CORD, 8MB DATAKEY, NO COMM CARD	\$24.10	\$5,199.20	\$5,199.20
4	AVISION	4	AUTOSCOPE VISION 4-APPROACH INTERSECTION INCLUDES LINE ITEMS 4-9 SENSOR, VIDEO, VISION	\$0.00	\$27,125.00	\$27,125.00
5	205-1031-501 AMBKTM11S	4	ASSY, EASY BRACKET, AUTOSCOPE	\$0.00		
6	1175-011	1,000	CABLE,ROUND,3 COND, 1000' 18 AWG,BLACK POLYETHYLENE JCKT	\$0.00		
7	A700-1166-01 AVCM	1	ASSY, ACP, PRIMARY MODEL AVCM	\$0.45		
8	33550G5	1	ASSY,CABLE, CNTRLR TO A/SCOPE TS2-RS485	\$1.14		
9	FSR-SVC-DET	1	DETECTION TURN-ON LABOR; INCLUDES 4 HOURS OF FSR SUPPORT	\$0.00		

Subtotal	\$47,434.15
Shipping & Handling*	
Taxes**	\$4,387.66
Tariffs**	\$63.35
TOTAL	\$51,885.16

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



Quotation

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 60

FOB: Econolite Factory

Terms: NET30

*Ship Terms: PPD

**Taxes and Tariffs Estimated (if included)

Corey Kelly

Corey Kelly, Account Manager, Senior

Mobile: 714-273-4912

ckelly@econolite.com

Shipping Date: To be determined at time of receipt of order

1250 N. Tustin Ave. Anaheim, Ca. 92807

econolite.com/feedback



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization for Repair of Streets Loader

SOURCE: Public Works

COMMENT: Equipment #6364 is an active Streets Loader that has experienced significant front H-frame failure. The size of the equipment and type of repair requires the work to be completed at a Caterpillar authorized construction equipment service facility. Performing this repair will extend the life expectancy of the loader, therefore, it will be retained beyond its original scheduled replacement.

Staff is requesting authorization to utilize Quinn Caterpillar, which is the nearest Caterpillar authorized construction equipment service center, to perform the required front H-frame replacement at an estimated cost not to exceed \$37,914 (inclusive of all parts, taxes, labor, and a 10% contingency). Funds are available in the Equipment Replacement Budget.

RECOMMENDATION: That City Council:

1. Authorize loader H-frame replacement by Quinn Caterpillar at a cost not to exceed \$37,914 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. City of porterville 938M loader arm replacment

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



CITY OF PORTERVILLE - FIELD SERVICES

ATTN: IRENE - A/P 291 N MAIN ST
PORTERVILLE 93257-3737

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
519700	134914	7/3/2024	RUSSEL ISOM
PHONE NO.	FAX NO.	EMAIL	
559 782 7517		risom@ci.porterville.ca.us	
MODEL	MAKE		SERIAL NO.
938M	AA		0P5K01933
UNIT NO.	HOURS	WO NO.	P.O. NO.
	1520		

SEGMENT: 01 TRANSPORT MACHINE
NOTES:
TRANSPORT MACHINE TO AND FROM PORTERVILLE
555 NORTH PROSPECT AVE PORTERVILLE CA.93257

Parts					
Part Number	Description	Qty	Unit Price	Discount%	Ext Price
Total Estimated Parts:					0.00

Labor Summary					
Misc					
Item Number	Description	Qty	Unit Price	Discount%	Ext Price
TRU-**-**-**	TRUCK HAUL CHG	1	1,500.00	0	1,500.00
Total Estimated Misc:					1,500.00

Segment 01 Total: 1,500.00

SEGMENT: 02 REMOVE & INSTALL LOADER FRAME
NOTES:
REMOVE LOADER ARMS AND REPLACE WITH REFURBISHED
SET OF LOADER ARMS INCLUDING THE COUPLER AND
CENTER TILT LINK.
ARMS ARE REFURBISHED AND PURCHASED FROM USED
PARTS. COUPLER IS USED AND PURCHASED FROM USED
PARTS.

Parts					
Part Number	Description	Qty	Unit Price	Discount%	Ext Price
1590268	SHIM	4	21.18	0	84.72
1590269	SHIM	6	35.25	0	211.50
1M8652	RING	1	16.85	0	16.85
2052294	PLUG-PIPE	2	3.04	0	6.08
3336641	SHIM	4	37.67	0	150.68
3478142	PIN AS	2	546.75	0	1,093.50

3478144	PIN AS	2	440.47	0	880.94
3478156	SHIM	2	68.70	0	137.40
3478157	SHIM	4	35.68	0	142.72
4545385	WASHER-HARD	1	16.12	0	16.12
5400136	LINK AS	1	1,416.43	0	1,416.43
5P3193	SEAL	2	28.17	0	56.34
7K9209	SEAL	4	17.49	0	69.96
7K9210	SEAL	10	19.26	0	192.60
7K9212	SEAL	2	22.60	0	45.20
7Y2498	SPACER	6	24.35	0	146.10

Total Estimated Parts: 4,667.14

Labor

Item Number	Description	Qty	Unit Price	Ext Price
SHP-1*-00-**-**	LABOR	56	175.00	9,800.00

Total Estimated Labor: 9,800.00

Labor Summary

Misc

Item Number	Description	Qty	Unit Price	Discount%	Ext Price
#OG-1*-**-**-**	USED PARTS REBUILD ARMS 528-9021	1	14,500.00	0	14,500.00
#OG-1*-**-**-**	USED PARTS COUPLER 517- 1561	1	4,000.00	0	4,000.00

Total Estimated Misc: 18,500.00

Segment 02 Total: 32,967.14

Total Segments: 34,467.14

SUB TOTAL (BEFORE TAXES) 34,467.14

THIS ESTIMATE IS BASED ON LABOR RATES, PARTS PRICES, AND CONDITION OF THE MACHINE EXISTING ON THE DATE OF THE ESTIMATE INDICATED ABOVE. THE CUSTOMER WILL BE INFORMED OF ANY REVISIONS IN LABOR RATES, PARTS PRICES OR ADDITIONAL WORK REQUIRED BEFORE THE WORK IS STARTED. UNLESS OTHERWISE SPECIFIED, THIS ESTIMATE DOES NOT INCLUDE TRAVEL TIME AND MILEAGE, FREIGHT, SHIPPING CHARGES, ENVIRONMENTAL FEE OR TAXES WHERE APPLICABLE. THIS ESTIMATE IS EFFECTIVE FOR 30 DAYS FROM THE DATE INDICATED ABOVE.

ESTIMATED REPAIR TIME: _____ from start date

Thank you for giving QUINN the opportunity to quote your service repair options.

My Signature below indicates I have read, understand and agree with the attached terms and conditions.

Issued PO#: _____, **Authorized Name** _____ **Please Print**

Date ____/____/____. _____ **(Signature)**

Prepared by: Donnie Veenendaal Phone: 5599043655 Email: dveenendaal@QuinnCompany.com Fax:

Quinn Service Repair Terms and Conditions

1. Acceptance of Order.

This Service Repair Estimate is for Customer's information only and is not a valid estimate for services unless signed by an authorized representative of Customer in the place provided on the face of this Service Repair Estimate. Prices, schedules and the scope of work on this Service Repair Estimate are subject to change at Quinn's discretion.

Unless otherwise agreed in a written document signed by a vice president of Quinn, these Quinn Service Repair Terms and Conditions ("Terms") govern the purchase of the services by Customer. The placing of an order with Quinn, the completion of an online transaction with Quinn, Company's acceptance of this Service Repair Estimate, or any quote, proposal, or other document issued by Quinn with respect to the services, or the receipt or acceptance of the services by Customer, constitutes Customer's acceptance of these Terms exactly as written. The parties acknowledge and agree that any other pre-printed, standard, or posted terms or conditions included in any media including purchase orders, invoices, acknowledgements, bills of lading, terms of use or sale, or other forms utilized by Customer or exchanged by the parties (collectively, "Instruments") shall be for the sole purpose of defining quantities, prices and/or describing products or services but will not govern the purchase of the services by Customer, nor shall such Instruments be construed as modifying, amending, supplementing, or altering the Terms or be binding upon the parties.

2. Changes in Service Work.

Customer may request changes in its requirements for service repairs. Such changes will require a separate Service Repair Estimate signed by an authorized representative of Customer.

3. Termination Of Service Work.

Any order accepted by Customer may be terminated prior to completion by Customer only upon written notice to Quinn, and payment of Quinn's termination charges which may include, but not be limited to, payment for service labor provided and parts restocking charges.

4. Liability.

Quinn's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, repair, installation, or use of any products covered by or furnished under any order connected with this Service Repair Estimate shall be limited to those claims arising solely from the acts of Quinn, and Quinn shall in no way be liable for any special, indirect, incidental or consequential damages, including, but not limited to, damage to property, environmental liability, or death or injuries to persons suffered or sustained by the use, servicing, operation, and/or handling of the serviced equipment, no matter how caused or occasioned, nor for any consequential damages, lost profits, expenses, or costs resulting to Customer or any third parties by reason of any delay in delivery, defect or negligence in the performance of any services provided by Quinn in connection with the service of the equipment, nonperformance of the serviced equipment, or acts that create environmental liability, or from any other cause whatsoever, and Customer hereby specifically waives all such claims. Any claims against Quinn for shortages in shipments shall be made in writing to Quinn within five (5) days of receipt of shipment by Customer. Quinn shall not be liable for any delays in performing any services or delivering any goods in whole or in part attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Quinn. Customer agrees to indemnify, defend, and hold Quinn harmless from and against any and all claims, suits, actions, proceedings, losses, liabilities, damages, expenses, and costs including attorney's fees, arising from or in any manner connected with use or misuse of the serviced equipment, or from the lack of Customer's ongoing maintenance as required by me manufacturer(s), except to the extent caused by Quinn's sole negligence or intentional misconduct.

5. Taxes.

Unless expressly stated, Quinn's prices do not include sales, use, excise or similar taxes. The amount of any applicable tax shall be paid by Customer as an additional charge unless specifically included in any Service Repair Estimates accepted by Customer, or in lieu thereof, the Customer shall provide Quinn with a tax exemption certificate acceptable to the taxing authorities.

6. Terms.

Terms are cash unless credit is approved. With credit approval terms of payment are net by the 10th day of the month following invoice date. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. The past due balance represents all charges unpaid on the last business day of the month following invoice date. In the event of default in the payment of any amount due, and if the account is placed in the hands of any agency or attorney for collection or legal action, Customer agrees to pay both the finance charges and the costs of collection (as permitted by laws governing these transactions). Quinn retains title to merchandise until receipt of good funds. When applicable, Quinn will invoke its repairman's lien under California Civil Code Sections 3051 and 3051a.

7. Part Used for Repairs.

Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable parts. Any freight charges incurred are at customer expense. We accept parts purchased from us for return credit less applicable restocking charges policy available from the parts department. Returned parts must be in saleable condition and accompanied by the original invoice receipt. We extend the parts return policy to you as a voluntary service. We reserve the right to cancel or modify all or any portions of the parts return policy without prior notice and to reject any parts the customer attempts to return.

8. Warranties.

Limited Parts Warranty: Except for Caterpillar batteries, service tools, ground engaging tools, Caterpillar tires, or non-Caterpillar parts which are covered under separate limited warranties, we warrant new Caterpillar parts sold by us to be free from defects in materials and workmanship subject to the following provisions. During the first six months after purchase of the part by the initial user. We will, as an exclusive remedy, provide a new part or a repaired part, whichever we elect, in place of any part which in our sole judgment is found to be defective in material or workmanship. Such part will be provided without charges to you during normal working hours at our place of business, provided that the defective part is returned to our place of business. Any replacement part provided under the terms of this warranty is warranted for the remainder of the warranty period applicable to the part which it replaces. Receipt of parts by you acknowledges familiarity with applicable warranties. A copy of the appropriate limited warranty for Caterpillar batteries, service tools, ground engaging tools, Caterpillar tires, or non-Caterpillar parts is available to you upon request. We shall not be responsible for any failures resulting from your abuse, misuse, neglect, or improper installation or maintenance.

Limited 90 Day Repair Work Warranty: Except for reconditioned major components and complete machine rebuilds, which are covered under separate limited warranties, we warrant repair work to be free from defects in material and workmanship for a period of 90 days from

performance of such work. We will, as an exclusive remedy, redo such repair work which in our sole judgment is found to be defective in material or workmanship within the 90-day warranty period. Any work redone under the terms of this warranty is warranted only for the remainder of the warranty period. If you specifically request repair work that is contrary to our recommended practice, this warranty shall be inoperative as to such work. A copy of the appropriate limited warranty for reconditioned major components or complete machine rebuilds will be provided to you upon request. We shall not be responsible for any failures resulting from your abuse, misuse, neglect, or improper maintenance.

Disclaimer of Warranties: The foregoing limited warranties are exclusive and in lieu of all other warranties, oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Quinn is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Quinn makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied.

Voiding of Warranties: Customer is responsible for operating and maintaining equipment as specified by the manufacturer(s). Repair work warranty and manufacturers' warranties may be voided if equipment is altered in any manner before or after repair, or if the equipment is not operated or maintained in accordance with manufacturers' specifications.

9. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by Service Repair Estimate shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Service Repair Estimate shall be in the courts located in the County of Los Angeles, California.

10. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Service Repair Estimate, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Repair Effluent Outfall Line

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is requesting authorization to repair a section of its 24" effluent outfall line that suffered a catastrophic failure. The effluent outfall line conveys approximately 4.5 million gallons per day of treated effluent to the reclamation area. To continue the uninterrupted effluent disposal to the reclamation area, WWTF staff provided a temporary repair to the system. Special repair fittings will need to be purchased to provide the permanent repairs needed to the outfall line.

The WWTF staff contacted three vendors for the parts required for the repair. The quotes are as follows:

Ferguson Waterworks	\$11,092.15
Pace Supply	\$11,554.35
Crouzet Irrigation Supply	\$20,023.34

Based on the quotes submitted, Ferguson Waterworks provided the lowest quote for the repair parts. The expenditure for the repair, in the amount not to exceed \$12,201.37, which includes the parts, freight, taxes, and a ten percent (10%) contingency, will be funded from the 2024-2025 Wastewater Operating Budget.

RECOMMENDATION: That City Council:

1. Award the purchase of repair parts to Ferguson Waterworks for an amount not to exceed \$12,201.37 which includes the parts, freight, taxes, and ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Ferguson Waterworks for an amount not to exceed \$12,201.37 which includes parts, freight, taxes, and ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Ferguson Waterworks upon receipt of the invoice approved by the Public Works Director.

ATTACHMENTS:

1. Ferguson Quote
2. Pace Quote
3. Crouzet Quote

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



FERGUSON #3303 (FRESNO)
2812 S ORANGE AVE
FRESNO, CA 93725-1922

Phone: 559-442-3333
Fax: 559-266-0858

Deliver To:
From: Kartono Widjaja
Comments:

12:41:00 JUN 12 2024

Page 1 of 1

FERGUSON WATERWORKS #2777

Price Quotation
Phone: 559-442-3333
Fax: 559-266-0858

Bid No: B001518
Bid Date: 06/12/24
Quoted By: K LW

Cust Phone: 559-782-7516
Terms: NET 10TH PROX

Customer: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

Ship To: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257

Cust PO#: DANIEL HARRIS

Job Name: SDR 24"

Item	Description	Quantity	Net Price	UM	Total
MUL043044	24 PVC SWR GXGXG TEE ** MADE TO ORDER ITEM ** NON-RETURNABLE - NON CANCELLABLE APPROX. 16 BUSINESS DAYS TO SHIP FROM IDAHO	1	5755.000	EA	5755.00
R50125302530000	*CVR* 501-25.30 X 25.30 X 10 SHOP C 5-7 BUSINESS DAYS TO SHIP A.R.O. SHIP FROM SEATTLE, WA.	2	2049.000	EA	4098.00
Net Total:					\$9853.00
Tax:					\$939.16
Freight:					\$299.99
Total:					\$11092.15

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3303&on=3388>



PACE SUPPLY CORP
4569 E. HOME AVENUE
FRESNO CA 93703
559-251-7581

Quote#	2049945
Quote Date	06/11/24
Page#	1

QUOTATION

CITY OF PORTERVILLE 41404-00
291 N MAIN ST
PORTERVILLE CA 93257

Ship To:

Expiration Date	07/11/24	Requested By	
FOB	ORIGIN	Prepared By	Bernie Howell bhowell@pacesupply.com
Online Quote	2049945	Salesperson	Bernie Howell bhowell@pacesupply.com
Job Name			

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
		>>> SEGMENT: 1 - 1				
1	XXX	24" SDR 35 TEE	6391.69	1	EA	6391.69
2	XXX	24" 501 REPAIR COUPLING	2066.89	2	EA	4133.78

						10525.47

Subtotal	10525.47
Estimated Sales Tax	878.88
Estimated Freight	150.00
Total	11554.35

Crouzet Irrigation Supply, Inc.
P. O. Box 1048
Porterville CA 93258
Phone (559) 782-8298
Fax (559) 782-1294

Quote	QTE2855
Date	6/17/2024
Page	1

QUOTE

Bill To:

Porterville, City Of
291 N. Main Street
Porterville CA 92357

Ship To:

Porterville, City Of
291 N. Main Street
Porterville CA 92357

[illegible]



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization for Water Department Service Truck Engine Replacement

SOURCE: Public Works

COMMENT: Vehicle No. 6576 is an active Water Department service truck that has experienced significant internal engine wear and requires engine replacement. The truck has approximately four (4) years of remaining active service life. Three (3) vendors were contacted for bids. The bids are as follows:

Porterville Automotive	\$12,504.89
Porterville Ford	\$17,175.92
Porterville Chrysler	Non-responsive

Staff is requesting authorization to utilize Porterville Automotive to perform the engine replacement at a cost not to exceed \$13,756 (inclusive of all parts, taxes, labor, and a 10% contingency). Funds are available in the Water Department Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize a service truck engine replacement by Porterville Automotive at a cost not to exceed \$13,756 (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment to Porterville Automotive upon satisfactory completion of said engine replacement.

ATTACHMENTS:

1. PV Auto Estimate 6576
2. PV Ford Estimate 6576

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

PORTERVILLE AUTOMOTIVE
630 N. SUNNYSIDE
PORTERVILLE, CA 93257
(559) 784-4563

city of porterville

unit #6576

porterville ca 93257

Home:

Mobile:

Work:

Email:

Jul 10, 2024 02:11 PM

YMMS: 2015 Ford F-450 Super Duty XL

Engine: 6.8L Eng

License:

VIN:

Odometer:

TYPE	DESCRIPTION	QTY	PRICE	LINE TOTAL
Labor	LONG BLOCK - Remove & Replace - Gas w/Air Cond	-	-	\$2,610.50
Parts	Remanufactured engine assembly	1.0	\$8,598.98	\$8,598.98
Sublet / Misc	belts, hoses, fluids ETC	-	-	\$500.00

Labor: \$3,110.50

Parts: \$8,598.98

Shop Supplies: \$0.00

Hazardous
Materials: \$0.00

Labor Taxes: \$0.00

Parts Taxes: \$795.41

TOTAL: \$12,504.89

5/24, 2:20 PM

Printer Friendly View

Porterville Ford

city of porterville

Home:

Mobile:

Work:

Email:

Jul 3, 2024 11:49 AM

YMMS: 2015 Ford F-450 Super Duty XLT

Engine: 6.7L Eng

License:

VIN:

Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	HOURS	LINE TOTAL
Labor	LABOR REPLACEMENT	-	-	-	40.0	\$6,400.00
Parts	PARTS LONG BLOCK ASSY	JC3Z-6006-B	1.0	\$9,405.88	-	\$9,405.88
Sublet / Misc	MISCLANEOUS	-	-	-	-	\$500.00

Labor: \$6,900.00

Parts: \$9,405.88

Shop Supplies: \$0.00

Hazardous Materials: \$0.00

Labor Taxes: \$0.00

Parts Taxes: \$870.04

TOTAL: \$17,175.92

Customer Signature: _____



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Upgrade Supervisory Control and Data Acquisition Equipment

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility (WWTF) is requesting authorization to upgrade its Supervisory Control and Data Acquisition (SCADA) system that monitors and controls the entire wastewater treatment process. The SCADA system requires equipment and instrumentation data through remote telemetry units and sends the data to a control computer. The control computer performs graphic display presentation, alarm reporting, report generation, data archiving, and database maintenance.

The SCADA system is a redundant system that uses two (2) servers to provide system reliability. The current SCADA system was commissioned in 2014 and has one (1) server which has failed and no longer provides the speed, reliability, and redundancy required to operate efficiently.

The WWTF staff requested and received three quotes for the SCADA upgrade. The quotes are as follows:

Telstar Instruments	\$212,895
STS Automation Inc.	\$229,800
Tesco Controls (Perpetual Option)	\$238,700

Based on the quotes submitted, Telstar Instruments provided the lowest quote for the upgrade of the SCADA system. Expenditure for the upgrade in the amount not to exceed \$234,185, which includes software, parts, prevailing wage labor, freight, taxes, and ten percent (10%) contingency, will be funded from the 2024-2025 WWTF Capital Reserve Fund.

RECOMMENDATION: That the City Council:

1. Award the purchase of the SCADA upgrade to Telstar Instruments for an amount not to exceed \$234,185, which includes software, parts, prevailing wage labor, freight, taxes, and ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Telstar Instruments for an amount not to exceed \$234,185, which includes software, parts, prevailing wage labor, freight, taxes, and ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Telstar Instruments upon receipt of an invoice approved by the Public

Works Director.

ATTACHMENTS:

1. Telstar Instruments
2. STS Automation
3. Tesco Controls

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

June 3, 2024

City of Porterville WWTP
291 N Main Street
Porterville CA 93227
Sent via Email: dharris@ci.porterville.ca.us

Attn: Daniel Harris
Subject: SCADA Server Upgrade
Reference: 20-42900

Drawings: N/A
Specifications: N/A

Dear Daniel,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). SCADA Server Upgrade.

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

1. Telstar will provide two (2) Dell PowerEdge R550 Servers.
 - a. Windows Server 2022, 32gb RAM, 4x 1.2TB Storage in Raid 5 Configuration, Dual Power Supplies, Quad Port Network Card, and Dell ProSupport Next Day Onsite Service (36 Months).
2. Telstar will provide one (1) Dell Precision Desktop for remote access and supervisory control.
3. Telstar will provide two (2) Dell 27" Desktop Monitors with two (2) Wireless Keyboard and Mouse kits.
4. Telstar will provide one (1) Synology NAS 4x 2TB Storage drive in Raid 5 Configuration.
5. Telstar will provide one (1) KVM Desktop switch for direct server access.
6. Telstar will provide one (1) Sonicwall Network Security Appliance with five (5) user licenses and three (3) year subscription.
7. Telstar will provide one (1) Cisco Layer 3 Managed Network Switch.
8. Telstar will provide two (2) Grandstream Voice Notification Modems.

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
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9. Telstar will need to perform Wonderware/Aveva upgrade to 2023 R2. This is necessary due to the unavailability of Server 2012 R2 and its support. An upgrade is required to meet the system requirements for the software.
 - a. All existing SCADA programming will remain as is other than what is required to be adjusted for the migration.
10. Telstar will set up SCADA applications to run as Primary and Secondary for complete redundancy.
11. Telstar will install, set up and test TopView alarm notification software with redundancy.
12. Telstar will install and configure OPC Communication Software.
13. Telstar will acquire and provide all necessary perpetual licensing for this upgrade.
 - a. 2x Aveva InTouch
 - b. 1x Aveva Development Studio
 - c. 1x TopView with Redundancy
14. Telstar will demonstrate functionality of the upgraded application running it parallel to the existing SCADA system. No PLC programming is included nor required at this time.

Materials	\$54,282.00
Software License	\$59,277.00
Labor	\$99,336.00
Total	\$212,895.00

Shipping and Handling for Telstar Supplied Materials IS INCLUDED
Sales Tax IS INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. Material price is valid for seven (7) days from date referenced on this quote (Refer to COVID clause RE: MATERIAL PRICING AND DELIVERY under Terms and Conditions)
- b. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- c. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- d. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- e. Telstar is supplying only equipment specified and noted above.
- f. Please reference the above stated quote number in all correspondence and purchase orders.



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
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TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will take precedence and will supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Customer must promptly inform Telstar when a project will be registered on the Department of Industrial Relations. Customer must inform Telstar if Certified Payroll Reports are required to be submitted to Customer. If Customer requests Certified Payroll Reports beyond four weeks in arrears, Customer may be charged an administrative processing fee of \$50.00 per week generated for said reports.

Authorized Signers: Only the following authorized signers of Telstar have the complete legal authority to bind contractual documents: Robert S. Marston (President/Secretary), John D. Gardiner (Vice President/Treasurer), Tammy Misenhimer (Contract Administrator). If a document is signed by an unauthorized signer, the document will be void and unenforceable.

Industry Material Pricing and Delivery: Telstar is unable to hold prices on materials for more than 7 days. Prices for plastic, copper, steel, and other commodities fluctuate daily. Our vendors and manufacturers are experiencing unprecedented delays due to current industry labor shortages, shortage of containers, port congestion, and raw material shortages, that have extended lead times significantly. Telstar reserves the right to amend the delivery date and pricing of materials set forth in this quotation. Telstar considers any of the above related changes imposed by our vendors and manufacturers as outside its reasonable control and subject to Force Majeure provisions.

Insurance: Telstar's standard insurance limits will apply.

Open Shop: Telstar is an Open Shop contractor and will not be signatory to any unions.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez
Electrical Engineer / IC&E Specialist
Telstar Instruments
559.584.7116

June 11, 2024

City of Porterville WWTP

Attn: Daniel Harris

STS Automation, Inc. is pleased to offer the following proposal for services described.

Item 1:	
SCADA Server Upgrade- Hardware	
1a. <u>Provide (2) Two Dell PowerEdge R550 Servers including the following:</u> <u>Windows Server 2022</u> <u>32gb RAM</u> <u>4x 1.2TB Storage in Raid 5 Configuration</u> <u>Dual Power Supplies</u> <u>Quad Port Network Card</u> <u>Dell ProSupport Next Day Onsite Service (36 Months)</u> 1b. <u>Provide (1) One Dell Precision Desktop for remote access and SCADA control.</u> 1c. <u>Provide (2) Two Dell 27" Desktop Monitors</u> 1d. <u>Provide (2) Two Wireless Keyboard and Mouse kits</u> 1e. <u>Provide (1) One Synology NAS 4x 2TB Storage drive in Raid 5 Configuration.</u> 1f. <u>Provide (1) One KVM Desktop switch for direct server access.</u> 1g. <u>Provide (1) One Network Security Appliance with (5) Five user licenses and (3) Three year subscription.</u> 1h. <u>Provide (1) One Cisco Layer 3 Managed Network Switch</u> 1i. <u>Provide (2) Two Voice Notification Modems</u>	

Item 2:	
SCADA Server Upgrade- Software & Programming Services	
2a. Preform Wonderware/Aveva upgrade to 2023 R2. <u>This is necessary due to the unavailability of Server 2012 R2 and its support. An upgrade is required to meet the system requirements for the software.</u> **All existing SCADA programming will remain as is other than what is required to be adjusted for the migration. 2b. Configure SCADA applications to run as Primary and Secondary for complete redundancy. 2c. Install, set up and test TopView alarm notification software with redundancy. 2d. Install and configure OPC Communication Software. 2e. Provide licensing for this upgrade including: *2x Aveva InTouch *1x Aveva Development Studio *1x TopView with Redundancy 2f. Demonstrate functionality of the upgraded application running it parallel to the existing SCADA system. No PLC programming is included nor required at this time.	

Item 1 Hardware Total:	\$68,782.00
Item 2 Software Total:	\$63,530.00
Item 2 Programming Total:	\$97,488.00
Items 1-2 Total Cost:	\$229,800.00

Terms and conditions

This estimate has been prepared as a service to you. This estimate is based on today's cost. Delays in placement may necessitate renegotiation of prices and delivery. All Products subject to manufacturers availability. This quote is valid for 10 days. Payment terms are net 30 days unless agreed otherwise. Initial payment of 60% of total cost is required with orders exceeding \$50,000.00 with approved purchase order.

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS:

- a. Network drawings, interconnect drawings, or other drawings not specifically called out in this scope of work is not included.
- b. STS's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- c. STS is supplying only equipment specified and noted above

If you have any questions on this proposal or require further information, please give me a call at 916-769-5679.

Thank you for considering STS Automation for your control system requirements.

Sincerely,

Sharlene F. Sherwood

Sharlene F. Sherwood

STS Automation, Inc.

E: sharlene.sherwood@stsautomation.com

P: (916) 769-5679

To: City of Porterville
Attn: Daniel Harris
Re: City of Porterville
SCADA Upgrade

Quote Date: 4/26/2024
Quote No.: 24D038Q01

Dear Daniel:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Project Background

The City of Porterville currently has Wonderware SCADA system at their WWTP supplied by Tesco under Tesco job number T-20181x2. One of the servers has failed on this system and the City has requested a quotation from Tesco Controls to provide an upgrade to the system for a hardware and software refresh.

Tesco is uniquely suited to perform this upgrade as Tesco designed, programmed, implemented, and supports the existing system. The City's remote sites are automated through Tesco L3000, L2000, and Liquitronic 5 PLCs which include site-specific software and programming specifically developed by Tesco for the City's systems and automation/control needs. Tesco's understanding of the existing SCADA system, PLC systems, telemetry system, and network systems makes Tesco the ideal solution provider for this upgrade

This quote is inclusive of a turnkey solution to upgrade the existing AVEVA (formerly Wonderware) InTouch SCADA system hosted at the City's WWTP

Scope of Work

The upgraded SCADA system will consist of a similar architecture as the existing setup, including two new host servers, network attached storage (NAS – *historical data repository*), and dial-out voice modem for alarm notification. To help reduce the total upgrade costs, the SCADA architecture will remain a "bare-metal" physical system (*non-virtualized*). The existing network devices (*firewall appliance, managed network switch, and network router*) are End-of-Life (EOL) products; therefore, Tesco will replace this equipment within this project to better align with cybersecurity best practices. ***Please note, this does not follow all best practices for cybersecurity as a new architecture of the system would be required. In order to meet budgetary constraints, Tesco is upgrading the minimum for security.***

The existing AVEVA InTouch SCADA software will be upgraded to the newest reliable version and Tesco will reconfigure the application as required to maintain compatibility between this latest version and the existing process control functions. With regard to alarm notification and management, Tesco will supply, program, and configure TopView Alarm Notification Software to replace the existing Win911 program. Tesco will upgrade the software and configure notification utilizing the existing alarms. Tesco will also coordinate with the City to modify the operator notification and acknowledgement schedule as needed.

AVEVA has two options for upgrading the application. There is a perpetual licensing which has a larger upfront cost, or a subscription-based licensing which requires annual renewals. The subscription licensing comes with additional features such as a historian and reporting software. Both options are listed below in the Scope of Supply and pricing is broken out based on perpetual and subscription.

Following implementation of the SCADA system upgrades, Tesco will perform startup and testing services to verify proper functionality. Refer to the *Scope of Supply* below for a listing of the materials and professional services included within this upgrade.

Please Note: The primary objective of this project is to upgrade the Client's SCADA servers; therefore, no new development of the existing screens/graphics or tag databases related to the Client's sites will be performed.

Scope of Supply

Item	Qty	Description
1	1	SCADA Hardware to include: ▪ Qty. of Two (2): Dell PowerEdge Series Server (Physical/Non-Virtualized) ▪ Qty. of Two (2): KVM Workstation (onsite SCADA workstations) ▪ 27" Monitor ▪ Keyboard & Mouse ▪ Dell Optiplex Workstation ▪ Remote Access Client ▪ QNAP 4-Bay Network Attached Storage ▪ (4) 4TB Hard Drives ▪ Grandstream VoIP Modem ▪ TimeMachines Network Time Protocol Server ▪ Network Router ▪ Cisco Managed Network Switch ▪ Palo Alto PA440 Firewall ▪ 3 years of subscriptions Software to include: ▪ Microsoft Server OS as Required ▪ TopView Alarm Notification
2	Lot	SCADA Application Software to Include: ▪ Upgraded AVEVA Intouch Licenses (Perpetual) ▪ Runtime with I/O ▪ Development Studio ▪ New AVEVA Intouch License (Perpetual) ▪ Intouch Runtime Workstation 10K Tag w/out I/O ▪ Customer FIRST Annual Support <u>OR</u> ▪ AVEVA FLEX Subscription License – 360 Credits ▪ Development Studio ▪ HMI Intouch HMI Single Node Starter ▪ One Desktop HMI Client and One Web Client ▪ AVEVA 5k Tag Historian with Client ▪ AVEVA Reports for Operations 5k Tag ▪ AVEVA Intouch HMI ▪ Includes Redundant Configuration ▪ One Desktop HMI Client and One Web Client

3	Lot	Professional Services to include: ▪ <u>Project Management</u> ▪ <u>Engineering</u> ▫ engineered bill of materials, engineered submittals, technical data, as-built documentation, O&M manual, and project records ▪ <u>SCADA Programming</u> ▫ Server Configuration — setup and configuration of the new physical (<i>non-virtualized</i>) server required to host the Client's upgraded AVEVA InTouch SCADA application — upgrade the Client's existing AVEVA InTouch application to the newest, reliable version and implement reconfigurations as required to accommodate the updated platform and also maintain the SCADA system's existing functionality (<i>monitoring, control, data logging, etc.</i>) — test and verify functionality of the new SCADA hardware and upgraded AVEVA InTouch SCADA application ▫ Network Attached Storage (NAS) — configuration of the local NAS device for historical data ▫ Alarm Management & Notification — Configure new TopView alarm notification software. — update alarm notification schedule based on alarm type/priority, operator personnel, and time of day — generate alarm notifications through dial-out voice calls ▪ <u>Networking/Communications</u> ▫ reconfigure the existing SCADA network hardware as required to connect the new host server ▫ configure the VoIP modem as required to execute the autodialing and voice callouts of alarm notifications ▫ configure firewall for secure remote access ▫ configure network switch ▫ configure network router ▪ <u>Onsite Product Startup & Training</u> ▫ product quality review, verification of installation, parameter/configuration adjustments as required, software upload/download as required, function checks, and SCADA system startup/commissioning ▫ onsite training and demonstration of the upgraded AVEVA InTouch SCADA application
		TOTAL Flex Subscription Option (including applicable sales tax): \$209,400.00
		TOTAL Perpetrual License Option (including applicable sales tax): \$238,700.00

Annual Fees

Flex Subscription Annual Fee (Required):	\$8,125.00
Perpetual License Customer FIRST Annual Support (Optional):	\$87500.00

Please note annual fees are subject to annual rate increases

Progress Payment Milestones

Project Stage:

Progress Payment:

Initialization / Down-Payment	20%
Internal Factory Testing / Ready to Ship	70%
Startup Services	10%

Project Clarifications

- Unless otherwise indicated by the Scope of Work above, quote is to **furnish only** and does not include any trade labor, trade work, construction work, site improvement, contractor services, or any trade installation services. Any trade labor and/or related trade work shall be performed by others/contractor.
- Intellectual Property and Confidentiality Notice: The scope of work and price quotation shall not be construed as a formal design or recommendations on design for the related project. All content contained within this quotation is the intellectual property under the proprietorship of Tesco Controls and is subject to applicable copyright laws. Such intellectual property shall not be duplicated, replicated, copied, or shared without explicit written consent from Tesco Controls as it contains confidential information and work product developed exclusively for use by Tesco Controls.
- Unless otherwise indicated by the Scope of Work above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not specifically identified in the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Networking infrastructure or architecture modifications to existing facilities.
 - Any 3rd party testing, harmonic testing/analysis, protective device coordination study, short-circuit analysis, or Arc-Flash Risk Assessment (AFRA) services.
 - Electrical interconnection diagrams for equipment not furnished by TESCO.
 - ISA process control loop diagrams.
 - Signal loop diagrams for equipment not furnished by TESCO.

Clauses, Terms and Conditions

- Addendums Acknowledged: **0**
- Quote is firm for **30 days** unless otherwise stated.
- Submittals:
 - Product/Equipment Submittals: Initial equipment submittal(s) "schedule" to be provided approximately **08** weeks after receipt of purchase order or written notice of intent. Lead-time for this "schedule" may be subject to delays imposed by 3rd party submittal providers. Submittal "schedule" will list all project submittals and will indicate lead-times for each product/equipment submittal. Generation of submittal(s) may be subject to availability of specified material components; supply-chain constraints may impact material item selections, therefore, may impact submittal lead-times.
 - Initial equipment submittal(s) to be provided approximately **16-20** weeks after receipt of purchase order or written notice of intent. Several factors may affect submittal lead times such as supply chain

availability and variability for material components as well as personnel availability and schedule, therefore lead-times are subject to change without notice.

- Information Submittals: Information Submittals are dependent on the approval of Product/Equipment Submittals. An updated Submittal Schedule will be provided after receiving approval of corresponding Product/Equipment Submittal showing schedule and lead-times for Information Submittals.
- Delivery: Initial shipment(s) anticipated to commence approximately 20-30 weeks minimum after Product/Equipment Submittal approval; however, delivery schedule(s) will be contingent on supply-chain availability and variability for material component selections, therefore, lead-times are subject to change. Delivery schedules will be confirmed and provided after receiving Product/Equipment Submittals approval.
- Lead-Time & Supply Chain Impacts: Due to the supply chain impacts imposed by the pandemic, all quoted lead-times are subject to change.
- Storage Terms: Any item of the product on which shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
 - a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - c. If the product is within six (6) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.
- TESCO price is Ex Works (EXW) per INCOTERMS, freight allowed.
- Product startup will commence once the product is properly installed and powered up. If buyer requests or schedules product startup and seller is unable to conduct startup due to product not being properly installed, powered, or ready for startup (including being put into full service or full operation), then a fee of \$1500 will be charged to buyer to remobilize seller for product startup.
- TESCO carries liability insurance, with full worker's compensation coverage.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of product startup, and does not exceed 18 months from the date of shipment from the factory.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- Invoices will be billed in accordance with a customer-approved schedule of values and customer-approved pay application.
- Terms are net 45 days on approved credit. Shipment release requires the following:
 - Accounts with sub-par credit will require 50% down-payment upon order and 50% payment at pickup (prior to shipment).
 - Accounts with approved credit, all milestone progress payments must be current for releasing shipment or deploying services.
- Interest will be applied to all past due invoices. Buyer shall pay to Seller all invoiced amount within forty-five (45) calendar days from the date of such invoice. Flow-down provisions are not accepted. In the event any payment becomes past due, Buyer shall pay interest on all late payments, calculated daily and compounded monthly at the rate of 1.5% per month. Buyer shall also reimburse Seller for all reasonable costs incurred by Seller in collecting any late payments, including attorneys' fees and court costs.
- Price Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.
- All merchandise sold is subject to lien laws.

- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS

A handwritten signature in black ink, appearing to read "Caleb Ernst". The signature is fluid and cursive, with the first name "Caleb" and last name "Ernst" clearly distinguishable.

Caleb Ernst
Technical Sales Estimator
cernst@tescocontrols.com



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Purchase by Negotiation Equipment Scheduled for Replacement

SOURCE: Finance

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by City Council on October 20, 1987, staff hereby requests approval to begin negotiations for the purchase of the following equipment scheduled for replacement in FY 2024-2025, for the various City Departments as follows:

<u>Department</u>	<u>Equipment Description</u>	<u>Estimated Cost</u>
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*	\$65,000
	Pickup*	\$65,000
	Chipper body*	\$45,000
Sports Complex	6' mower	\$5,200
Leisure Services	Light towers (2)	\$24,000
Streets	2500 gal water truck	\$200,000
	2 axle semi truck	\$140,000
	Pickup*	\$56,000
	Flatbed and crane*	\$45,000
St Signals, Signs	Stencil truck	\$180,000
Airport	Pickup*	\$60,000
Sewer	Vactor*	\$701,000

WWTF	Water Analyzer*	\$40,000
	Dump Truck*	\$285,000
Industrial Pre-Treatment Plant	Biochemical Oxygen Demand meter/stand/kit	\$5,500
	Nanopure system	\$6,600
	Microbiological incubater 35 deg C	\$2,500
	Pickup*	\$55,000
Solid Waste	Automated containers	\$250,000
	Commercial bins and rolloff containers	\$200,000
	Pickup*	\$55,000
Water Quality	Chlorine station	\$200,000
	Utility bed and crane*	\$58,000
Water Distribution	Cab and chassis with utility bed and crane	\$120,000
	Cab and chassis with utility bed and crane	\$120,000
	Computer/misc equipment	\$5,000

*Prior approval by Council

Funds for the purchase of these equipment items are available in the Equipment Replacement Funds.

RECOMMENDATION: That the City Council authorize the purchase by negotiation of the equipment listed and authorize payment for said equipment upon satisfactory delivery.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Purchase Master Meter 4G Radio Read Water Meters

SOURCE: Public Works

COMMENT: Water meters installed throughout the city are critical to determining water consumption and generating revenue from water sales. This revenue source funds the operating and maintenance costs of the water utilities enterprise fund. The City owns and maintains approximately 17,000 meters throughout its water distribution system. To maintain the supply of meters, staff is seeking authorization to purchase new and replacement water meters in bulk for the 2024-2025 Fiscal Year. The City has previously ordered replacement water meters and registers in small increments, on an as-needed basis, to refill stock and meet the development demands. Over the years, staff has experienced extended lead times of up to ten (10) weeks, creating an operational challenge to meet demands and maintain replacement and reserve stock.

Master Meter Inc. meters currently comprise approximately thirty percent (30%) of the total active meters in the distribution system. The purchase of various sizes of new and replacement meters and registers is necessary to maintain system accounting and service account establishment. Master Meter, Inc. is a well-established manufacturer and supplier of meters throughout the industry, and the City's Water Utilities Division has been utilizing Master Meter meters in the City's water distribution system for more than ten (10) years. Hydro Pro Solutions is now the sole distributor of Master Meter meters in California. With the East Porterville Water Consolidation Project, the City began the implementation of Master Meter 4G radio read meters and the meter reading equipment and is moving forward with converting existing direct read meters to a fixed radio network. This requested budget expenditure will serve as a miscellaneous meter purchasing budget approval for any inventory that could have been missed in the original assessment for conversion to a fixed network.

Staff recommends that the City Council authorize the Public Works Director to purchase Master Meter 4G radio reading water meters, replacement meters, and meter registers for an amount not to exceed \$100,000 in the 2024-2025 Fiscal Year. If approved, staff would be able to place orders at the beginning of the 2024-2025 Fiscal Year, avoiding the extended lead times to help keep up with demands. Funds for purchasing these new meters, replacement meters, and registers have been set aside in the Water Operating Fund for the 2024-2025 Fiscal Year.

RECOMMENDATION: That the City Council authorize the Public Works Director to

purchase miscellaneous new and replacement Master Meter 4G radio read water meters and meter registers from Hydro Pro Solutions during the 2024-2025 Fiscal Year at a not-to exceed amount of \$100,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JULY 16, 2024

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

SOURCE: Public Works

COMMENT: Staff annually requests authorization to purchase water shares or surface water for groundwater recharge. Previously, the City Council approved the purchase of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge.

The City currently owns 481 shares of Pioneer Water Company (PWC), and it has been the Council's direction to increase the City's holdings and water rights when opportunities arise. If approved, the Public Works Director will be authorized to submit bids on water shares when available. The Public Works Director would also be granted authorization to negotiate surface water purchases from local irrigation districts for groundwater recharge.

Staff recommends that the Council authorize the Public Works Director, or the City Manager's designee, to purchase or bid on any available water shares in the 2024-2025 Fiscal Year with PWC or other water entities that may have available water shares for purchase. The Public Works Director would also be given authorization to purchase surface water being offered for sale. Funds for purchasing water shares and surface water have been allocated in the Water Operating Fund budget for the 2024-2025 Fiscal Year.

RECOMMENDATION: That the City Council authorize the Public Works Director, or the City Manager's designee, to purchase water shares or surface water during the 2024-2025 Fiscal Year up to \$1,500,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Distribute Request for Proposal for Short-Range Transit Plan

SOURCE: Public Works

COMMENT: The Federal Transit Administration (FTA) requires that any transit agency receiving federal funds directly must have a current Short Range Transit Plan (SRTP). Likewise, the Tulare County Association of Governments (TCAG), as the Regional Transportation Planning Agency, requires that any transit agency receiving State Transportation Development Act (TDA) funds must have a current SRTP.

A SRTP is a document that generally plans transit services and operations. The SRTP planning period is generally five (5) years, but SRTP's may cover a longer period, typically seven (7) to ten (10) years. Through the SRTP update process, the transit system's fleet needs, capital and operating costs, revenues, and new transit services or projects are assessed, and recommendations are made.

TCAG assists the region's transit operators in obtaining funds to complete SRTP's, Long Range Transit Plans (LRTP's), Comprehensive Operational Analyses, etc. TCAG staff also carries out special projects to assist the region's transit operators as the need arises.

The City's last SRTP Update was performed in March 2018, which provided an implementation guide for transit services through 2023. TCAG has requested that the City begin this process and work together to establish funding to support the regional planning efforts.

RECOMMENDATION: That the City Council authorize staff to advertise an RFP for the 2025-2030 Short Range Transit Plan

ATTACHMENTS: 1. Draft Request for Proposals - Short Range Transit Plan

Appropriated/Funded:

Review By:

Department Director:
Richard Tree, Director of Transportation

Final Approver: Patrice Hildreth, City Manager



CITY OF PORTERVILLE
Request for Proposals No.
2025-2030 Short Range Transit Plan



July 16, 2024

The City of Porterville does not discriminate on the basis of race, gender, ethnicity, age, national origin, religion or disability in its employment opportunities, programs, services, contracting opportunities or activities. It is the City's policy to ensure compliance with the Title VI of the Civil Rights Act of 1964 in its contracting opportunities.

The project is funded in part by the Federal Transit Administration Catalog of Federal Domestic Assistance (CFDA) 20.500 and 20.507. The City of Porterville reserves the right to reject any or all proposals.



**CITY OF PORTERVILLE, CALIFORNIA
REQUEST FOR PROPOSALS (RFP) NO.
2025-2030 SHORT RANGE TRANSIT PLAN**

SEALED PROPOSALS will be received by the Transportation Department located at 291 N. Main Street, Porterville, CA 93257, until 2:00 P.M. on Thursday, August 22, 2024, for the Contract to provide 2025-2030 Short Range Transit Plan.

This contract is federally funded and as such, the Federal Requirements associated with the performance of services under this contract have been included with this RFP. The awarded Proposer will be responsible for adherence to all local, state, and federal requirements listed herein. These requirements are hereby incorporated into the subsequent contract arising from this RFP.

Proposal forms and documents may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. No proposal shall be received from an individual or firm that has not accessed the proposal documents from the Public Purchase website. All addenda and correspondence during the process will be handled electronically through the Public Purchase website. Questions regarding this request for proposals must be submitted through the Public Purchase website.

The City has not established a DBE goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract. The City of Porterville overall DBE goal is 1% of total contracts (including subcontracts) awarded.

Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded the full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Porterville will

not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military or veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

The right is reserved by the City of Porterville to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates:

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Solicitation Instructions and Conditions

1. RFP/Agreement Schedule

Event	Date of Event
RFP Available to the public	July 23, 2024
Informational Proposer Conference and Facility Tour	N/A
Deadline to submit questions	August 13, 2024
Proposal submittal deadline @ 2:00 pm PST	August 22, 2024
Short list established and vendors notified	August 30, 2024
Interviews/Presentation with short-listed vendors (if required)	September 5, 2024
Award of Contract @ City Council Meeting	September 17, 2024
Contract Begins	October 1, 2024

2. Background

The City of Porterville (“CITY”) is located in Tulare County, which is part of the Central San Joaquin Valley of California. The San Joaquin Valley is a rich agricultural area and Tulare County is recognized as the largest agricultural-producing county in the world.

Porterville has a land area of approximately 14.3 square miles (9,161 acres), situated at the base of the foothills of the Sierra Nevada Mountain Range. It is approximately 30 miles southeast of Visalia (the County seat); 60 miles northeast of Bakersfield, 165 miles northeast of Los Angeles, and 254 miles southeast of San Francisco. State Routes 65 and 190 bisect the community. The City's sphere of influence includes rural areas surrounding the incorporated city and an urban area known as East Porterville.

The Porterville City Council is the policy-making body for the City of Porterville’s Transportation Department. It adopts the Short-Range Transit Plan, and through the annual budgetary process, establishes operational and funding levels for the system. The City Council also sets operational policies and parameters.

Management of the City’s public transportation system, referred to as Porterville Transit, is an integrated function of the City of Porterville. The Transportation department is responsible for the overall management of the service. The City is also responsible for the maintenance of the transit fleet, through its Field Services Division.

The City outsources, to a private contractor, to perform daily operations of Porterville Transit. The Director of Transportation is responsible for the overall administration, planning, monitoring, and marketing of the system. The Director of Transportation also acts as a liaison to the Tulare County Association of Governments (TCAG), the California Department of Transportation (Caltrans) and the Federal Transit Administration (FTA). The contracted local General Manager is responsible for the day-to-day operations management; the hiring, testing, training and supervision of all drivers and dispatch staff; fare collection; reporting; ridership data collection; and the operation of

Porterville Transit vehicles in accordance with City policy and all State and Federal regulations. The County of Tulare contracts with the City of Porterville to provide transit service to unincorporated areas surrounding Porterville. The County reimburses the City for service provided to County residents using Local Transportation Funds (LTF).

Porterville Transit provides an array of transportation services in the form of fixed route bus services, ADA complementary paratransit, and innovative On-Demand services.

3. Knowledge of Conditions

Any person (“Proposer”) submitting a Proposal (“Proposal”) in response to this Request for Proposals (“RFP”) shall examine the Scope of Work carefully and be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract to be awarded under this RFP (the “Contract”). No allowances shall be made because of lack of knowledge of any specifications, conditions, or requirements of this RFP.

4. Omission

Notwithstanding the provision of drawings, technical specifications, or other data by the City, Bidders shall have the responsibility of supplying all details required to make an accurate offer of services even though such details may not be specifically mentioned in the scope of work or elsewhere in this RFP.

5. Communications to City

All questions pertaining to this RFP, or any matters relating thereto the Scope of Work, or any questions pertaining to the RFP or RFP documents, shall be in writing and shall be submitted only through the Public Purchase website. Communications sent to any other person at the City or at any other address may, in the City’s sole discretion, be deemed to be "non-responsive" and the City in its discretion may elect to disregard any such questions. The City shall not respond to oral inquiries, and oral statements of any nature by the City or any of its representatives may not be relied upon for any purpose whatsoever.

6. Pre-Bid Meeting

Not Applicable

7. Request for Clarifications/Questions

All questions from any Proposers regarding the RFP or matters relating thereto shall be submitted to the City in writing no later than August 13, 2024. Each question shall identify the section number in this RFP for which clarification is being requested. The City shall respond via an Addendum to all properly submitted questions at least five (5) business days prior to the date that Proposals are

due. The Addendum will be posted on the Public Purchase website. All such questions shall be submitted on the Public Purchase website.

8. DBE Participation Goals

If a DBE participation goal has been established for the RFP, Proposers must meet one (1) of the following criteria to be considered for the Contract:

A. Achieve the DBE participation goal as specified;

OR

B. Submit documentation detailing its good faith efforts.

If a DBE participation goal has not been established for this project, Proposers are encouraged to make every attempt to secure a level of DBE participation that contributes toward the achievement of the City's overall DBE goal of 3.6%. When a goal has been established, the failure of the Proposer to either meet the participation goal or submit satisfactory evidence of good faith efforts may result in the Proposal being rejected as non-responsive.

9. Non-Solicitation of the City

During the period from the date of this RFP, through the period that the Porterville City Council approves the award of a Contract (including any period during which a procurement protest ("Protest") has been filed and is pending), Proposers may not directly or indirectly contact any City Council Member, any City employee, or the City's legal counsel regarding this RFP except for questions directed to the City as expressly provided in **Section 5** above or except as expressly authorized under the Protest procedure set forth in **Section 15**. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract and the rejection of any Protest.

Additionally, Proposers are hereby advised as follows:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

10. Proposal Preparation

Each Proposal shall be made only on this RFP. Each Proposal shall include the RFP number, title, and due date on the Proposal cover page, and shall be in the form of Portable Document Format (PDF) (Proposal Format)

The Proposer shall include in its proposal, at a minimum, the following information presented in a clear and concise format, in order to demonstrate the Proposer's competence and professional qualifications for the satisfactory performance of the services outlines in the "Scope of Work" of this Request for Proposals.

- 1) A list of the most recent projects for which the Proposer has performed similar services of similar size, scope, and complexity. This list shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- 2) A list of the Proposer's principals, employees, agents, and subconsultants which the Proposer anticipates assigning to this Project. This list shall include a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the Project; and the type of work to be performed by each individual. The CITY will retain under its agreement with the successful Proposer the right of approval of all persons performing under the agreement.
- 3) A detailed description of the methods by which the Proposer intends to perform the work set forth in the Scope of Work. The description shall include, at a minimum, the following items:
 - i. A performance and cost schedule for all services necessary to complete this Project. The proposal should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component based on the scope of work outlined in the proposal.
 - ii. A total proposed "Not to Exceed" costs of the services, including a Fee Schedule describing all chargers and hour rates for services.
 - iii. The Proposer should specifically indicate in its proposal any clauses in the CITY's proposed Agreement which are unacceptable to the Proposer.
- 4) A statement which discloses any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work for this Project.
- 5) A copy of an insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverages and dollar amount limits) may also be submitted.
- 6) The proposal must be signed by an authorized representative of the Proposer.

11. Submission of Proposal

Submit Proposal as a consolidated Portable Document Format (PDF) document to the Public Purchase website. Your Proposal must be received by CITY no later than until 2:00 P.M. on Thursday, August 22, 2024

12. Proposal Modification or Withdrawal

Prior to the date and time set for the receipt of Proposals, a Proposal may be modified or withdrawn by the Proposer. All such modifications shall be made in writing, any request to withdraw a Proposal shall be in writing and received by CITY (in the same manner as the Bid was submitted) by no later than the deadline date and time set forth for the receipt of Proposal. If timely received, CITY shall discard Proposal, to the Proposer, with the Proposer's consent. If a modification is timely received by CITY prior to the date and time set for the receipt of Proposals, then that modification shall be considered by CITY as a part of the original Proposal.

13. Validity/Terms of Proposals

Proposals shall be valid for not less than one hundred and eighty (180) days after the due date and time for the receipt of Proposals. In the event of a Protest, the one hundred and eighty (180) day period shall be extended, and the Proposals shall remain valid for a period of ninety (90) days after the earlier of (i) the resolution of the Protest, and the posting of said award (see below), and no further Protest. Please see Exhibit P for submission of this requirement.

14. Revisions and Amendments to the Proposal

CITY reserves the right, in its absolute discretion, to revise or amend this RFP, including the Scope of Work, up to the time set for receipt of the Proposals. Any such revision or amendment, if any, notification shall be sent via Public Purchase to all Proposers who have requested a copy of this RFP and furnished CITY with their correct email address. In the event that this RFP is revised or amended within five (5) business days of the date set for opening Proposals, CITY may extend the RFP opening date. The form transmitting the revision or amendment shall be signed by the Proposer, acknowledging its receipt, and copy of the signed document shall be included in the Proposal documents. **Failure to (i) sign the form transmitting the revision or amendment, and (ii) include the signed form in the Proposal may, in CITY's sole and absolute discretion, result in the rejection of the Bid.**

15. Proposal Rejection

CITY may at any time reject any (i) Proposal which CITY deems, in its sole and absolute discretion, to be incomplete, (ii) Proposal which CITY deems, in its sole and absolute discretion, fails to conform to the requirements of this RFP, or (iii) Proposal which CITY deems, in its sole and absolute discretion, takes exception to the Scope of Work. CITY reserves the right in any event

to (a) waive any informalities or irregularities in any Proposal which CITY determines, in its sole and absolute discretion, to be minor, or (b) reject all Proposals and resolicit the procurement.

16. Protest Procedures

In the event any person wishes to file a Protest regarding this RFP, such Protest shall be made in accordance with CITY FTA Procurement and Contract Administration Manual (which is available at www.ci.porterville.ca.us), the terms of which are hereby included herein by this reference. CITY reserves the right to modify the terms of the Protest procedure if it determines that such modification is in its best interest. Should there be any dispute between CITY FTA Procurement and Contract Administration Manual and the provisions of this Section, CITY in its discretion shall determine which provision governs.

By way of background, all Bidders understand and agree that the procurement process undertaken by virtue of this RFP is solely for the benefit of CITY, and it is for CITY to determine in its discretion which Proposal CITY desires to accept. CITY has provided for a Protest procedure not to grant any rights to any particular Proposer but, rather, to provide CITY the opportunity to review and examine any information regarding any Proposal which it may not have fully evaluated. Thus, no Proposer has any legal right in connection with any Protest Proceeding and CITY may, in its discretion, determine whether or not to reject any Protest.

In the event a Protest is rejected, the Bidder may appeal the rejection as set forth in CITY FTA Procurement and Administration Manual or herein but, again, said appeal shall be decided by CITY based upon what it determines to be in its best interest. As such, legal concepts (such as the California or Federal Rules of Civil Procedure and the Judicial Rules of Evidence) and other matters which may be applicable to judicial or other proceedings are not applicable to a Protest in accordance with CITY FTA Procurement and Contract Administration Manual. In addition, the appeal process set forth in the CITY FTA Procurement and Contract Administration Manual is exclusive and upon the exhaustion of the appeal, no further appeal may be taken, or separate suit filed against CITY.

By virtue of submitting its Bid, any Protesting Party expressly agrees that its remedies are exclusively limited to the CITY Protest procedure set forth in CITY FTA Procurement and Contract Administration Manual (as the same may be modified hereby) and that there shall be no appeal or litigation resulting from the final award of any Contract by CITY. The foregoing is a material consideration in the consideration by CITY of any Proposal.

17. Review of Proposals

After the proposals are received and opened by the CITY, the CITY shall review and evaluate all proposals for responsiveness to the Request for Proposals to determine whether the Proposer possesses the professional qualifications necessary for the satisfactory performance of the services required. The CITY shall also investigate qualifications of all Proposers to whom the award is contemplated, and the CITY may request clarifications of proposals directly from one or more

Proposers. It is anticipated that this review period could last up to approximately thirty (30) days. In reviewing the proposals, the CITY may consider the following:

- 1) The experience and past performance of the Proposer and its agents, employees, and subconsultants in completing the project of a similar type, size, and complexity. The CITY may consider Proposer's timely and accurate completion of similar projects within budget.
- 2) The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the Proposer.
- 3) Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this Request for Proposals.
- 4) Proposed budget and timeline to complete the work.
- 5) Any requested changes to the CITY's standard Professional Services Agreement.
- 6) Understanding of community growth and the impacts to community transit.
- 7) Ability to use traffic modeling reports to assist in transit analysis.
- 8) Each Proposer must be an equal opportunity employer and agree to comply with all applicable required Federal clauses.

18. Scoring Criteria

The RFP received by the CITY for the Short Range Transit Plan will be scored according to the following criteria:

- Understanding of RFP Requirements – 20 points
- Proposed Methodology – 30 points
- Relevant Experience – 15 points
- Proposed Timeline – 20 points
- Proposed Price – 15 points

19. Award

The Contract may be awarded to the responsive and responsible Proposer whose proposal, in the sole and absolute discretion of CITY, conforms to the Solicitation and is most advantageous to CITY. The Proposer recommended for award must sign a complete Contract prior to final award (which will be based on the sample Contract provided in the Solicitation). The selected Proposer is required to enter into a Contract with CITY in accordance with the terms of its Proposal.

20. Next Most Advantageous Bid

In the event that the selected Proposer fails or refuses to enter into a contract with CITY, then CITY may award the contract to the Proposer who submits a Proposal that CITY determines, in its sole and absolute discretion, is the next most advantageous to CITY. CITY also reserves the right at any time, in its absolute discretion, to cancel the RFP.

21. The Public Records Act and Trade Secret Information

The Proposer is aware and understands that CITY is a public entity and, as such, is subject to the California Records Act. Subject to certain exemptions, Proposals received by CITY are public records and may be subject to disclosure upon the earlier of such time as CITY provides notice of its decision or intended decision to award a contract or thirty (30) days after the date that Proposals are opened. The Proposer is aware of this fact and that it is possible that its Proposal may be disclosed by CITY pursuant to a public records request, particularly if another Proposer files a protest to the procurement.

A Proposer's Proposal may include certain information which the Proposer believes to be a "trade secret." If a Proposer would like CITY to treat such information as confidential, particularly in the event CITY receives a public records request, then the Proposal shall clearly, in bold and large type, identify the specific information which it deems to constitute a trade secret and be confidential. It is unacceptable to CITY for the Proposer to classify, for example, its entire Proposal as trade secret and thus confidential.

In the event CITY receives a request for a copy of a Proposer's Proposal, CITY shall endeavor to notify the Proposer and shall endeavor to comply with the Public Records Law as to what is required to be produced. Absent any clear identification by the Proposer that a portion of its Proposal is a trade secret and is confidential, CITY shall furnish a copy of the Proposal in response to any valid public records request and CITY shall have no liability whatsoever for such disclosure. If the Proposer so identifies a portion of its Proposal as being a trade secret and confidential, or if CITY, in its discretion, determines that a portion of the Proposal is not subject to disclosure and should not be disclosed (such as if the disclosure would compromise CITY security systems), CITY shall endeavor to assert said exemption. In the case of any exemption being asserted by CITY based upon action by the Proposer (e.g., the Proposer asserts that information in its Proposal is a trade secret and, as a result, CITY declines to satisfy a public records request for the portion of the Proposal which has been identified as a trade secret), the Proposer shall indemnify and hold CITY harmless for any claims, expenses, including attorney's fees, that CITY may incur if the person requesting said information pursues its demand that the public record be furnished.

22. Proposer Affirmation

By submitting its Proposal, the Proposer affirms and declares:

1. That the Proposer or its subcontractors have the capability to assure performance of work within the time specified under the Contract.
2. That the Proposer has the capability of providing personnel to satisfy any technical or service problems that may arise during the term of the Contract.
3. That the Proposer has the necessary labor, tools, and financial resources to complete the Contract in a satisfactory manner and within the required time.
4. That no other person, firm or corporation has any interest in its Proposal, or the Contract proposed.
5. That the Proposer has not divulged to, discussed, or compared its Proposal with other Proposers and has not colluded with any other Proposers or parties to a Proposal whatsoever. (NOTE: No premiums, rebates, or gratuities are permitted either with, prior to, or after any delivery of goods or services.) Any such violation shall result in the cancellation and/or return of goods or services (as applicable) and the removal of the offending vendor from Proposal List(s).
6. That the Proposer and its subcontractor are not currently in arrears to CITY and have not defaulted, as a surety or otherwise, under any obligation to CITY.
7. That the Proposer is not on the Comptroller General's list of ineligible contractors.
8. That, if awarded the Contract, the Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, creed, age, disability, or national origin.

SCOPE OF WORK

The scope of work set forth in this Request for Proposals represents an outline of the services which the CITY anticipates the successful Proposer to perform, and is presented for the primary purpose of allowing the CITY to compare proposals. The precise scope of work to be incorporated into the Professional Services Agreement shall be negotiated between the City and the successful Proposer. **The CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) in order to achieve the CITY's stated Project Objectives.**

1. Project Objectives

The CITY's primary objective for this Agreement is to obtain professional assistance in the development of a Short Range Transit Plan (SRTP) covering FY 2025-2030, including assessment of existing and future public transit services to meet community needs; General Plan and regional connectivity, overall general financial estimates for recommended scenarios, and service delivery options.

In addition, in order to fulfill the requirements of the Tulare County Association of Governments (TCAG), the purpose of the SRTP also includes, but is not limited to, the following:

- A. To propose specific recommendations for implementing the long-range objectives of TCAG's Regional Transportation Plan / Sustainable Communities Strategy and guide the provision of transit services in the region over the next five years.
- B. To serve as a management and policy document for the transit operator, as well as a means of providing FTA and TCAG with information necessary to meet regional programming and planning requirements.
- C. To submit requests for federal, state, and regional funds for capital and operating purposes through TCAG's Measure R transit fund programming, and in the TCAG TIP.
- D. To serve as a guiding baseline document that support's the development of TCAG's Regional Transit Systems Plan.
- E. The goals and standards specific in an operator's SRTP serve as a basis for the assessment of the operator's performance conducted as part of the TCAG Triennial Performance Audit of the operator, include unmet needs.

2. Project Restrictions

- A. Time is of the essence for the project. The CITY would like the project to be substantially completed by July 1, 2025. Proposals must include a stated timeline in which the work can reasonably be completed.
- B. Proposer is expected to provide a price proposal and detailed budget to complete all work detailed in the scope of work. All fees for elements contained in this scope of work should be included in the proposal. A total proposed “Not to Exceed” Fee for Consulting Services, including a Fee Schedule describing all charges and hourly rates for services shall be negotiated between the CITY and Proposer for this project.
- C. Proposer is required to obtain a CITY Business License and must be registered to do business in California with the Secretary of State.

3. Background Information

The City of Porterville (CITY), which constitutes the basic service area, is an urbanized area located in Tulare County in the State of California. The CITY provides public transit services of fixed-route, ADA paratransit, and general public on-demand service within the Porterville Urbanized Area. The total service area is approximately 14 square miles. The overall system is still in recovery from the effects of COVID-19. In FY 18/19, the fixed route system had approximately 635,559 riders and the ADA paratransit system had approximately 13,112 riders. This decreased to 244,230 riders on fixed route in FY 20/21. In response to COVID-19, general public on-demand service was implemented and in FY 20/21 the ADA paratransit and on-demand services had 29,380 riders. The total ridership for fixed route continued to decrease in FY 21/22 which had 223,914, while ADA paratransit and on-demand services continued to increase to 36,965.

The CITY’s Fixed Route system (Porterville Transit) consists of six (6) routes. All fixed routes operate from approximately 7:00 a.m. to 7:00 p.m., Monday through Saturday and approximately 8:00 a.m. to 5:00 p.m. on Sunday. All fixed routes begin and end at the CITY’s Transit Center. There are opportunities to transfer to the Tulare County Regional Transit Agency commuter routes.

The CITY offers the ADA Paratransit service for disabled/ADA, Medicare recipients, and Seniors (65+), called Dial-A-COLT. The service provided is door-to-door and operates the same hours as the fixed route system. Drivers assist passengers with packages as needed/requested. The Dial-A-COLT paratransit service is schedule and dispatched out of the Porterville Transit Center.

The CITY also operates a general public on-demand service, called transPORT. It operates outside of normal fixed route hours, in the early morning from 6:00 a.m. to 10:00 p.m., Monday through Saturday, and 8:00 a.m. to 8:00 p.m. on Sundays.

Additionally, the CITY is currently pursuing the development of a Transit Maintenance and Operations Facility to meet future transit regulations and service demands.

4. Proposed Project Tasks

As stated above, the CITY requests that the Proposer suggest changes to the scope of work (as a part of the proposal) in order to achieve the CITY's stated Project Objectives. Provide a detailed budget and schedule for the following tasks and subtasks:

A. Planning Horizon

The planning horizon for the short range transit plan is five (5) years. However, a longer planning horizon may be required if necessary to reflect significant capital replacement and/or rehabilitation that would not fall within the five-year period (e.g., rolling stock, bus sub fleet). A longer planning horizon may also be required if necessary to capture the capital or operating budget implications of significant changes in service (e.g., Cross Valley Corridor).

B. Public Outreach

Proposer must ensure that the public is included in the planning process. In order to ensure equity, diversity, and inclusion, FTA's Title VI Circular requirements pertaining to public outreach must be adhered to in this process.

Proposer must conduct a survey in association with developing the SRTP. The focus of the survey is threefold: 1) to inform CITY, TCAG, and interested stakeholders of the demographic profile of transit riders throughout Tulare County; 2) to provide information to CITY on travel patterns and characteristics of their customers; and, 3) to provide CITY, TCAG, and interested stakeholders with robust estimates of transit origin/destination patterns, which are important to analytical planning efforts.

In addition, the following public meetings must be incorporated as part of the submitted proposal:

- Conduct at least four (4) public outreach meetings to obtain system needs and present any changes to future service. One (1) of these meetings should be with the Social Services Transportation Advisory Council (SSTAC) to present draft information and receive their feedback on the direction of the plan.
- Conduct at least one (1) outreach meeting with the operations contract staff (SM Transit) to obtain feedback and suggestions regarding the current operations.
- Conduct at least one (1) outreach meeting with the Porterville Unified School District (PUSD) and Burton School District to discuss transportation for students.
- Provide at least one (1) presentation to TCAG, and at least one (1) presentation to the Porterville City Council. The presentations must be held during the release of the final draft of the plan.

C. Scope of The Short Range Transit Plan

The SRTP must contain at least the information described in this section.

Overview of Transit System

Brief Agency History

Information could include, but is not limited to:

- Year of formation
- Existing Service Profile
- Facilities and fleet development
- Changes in service focus areas
- Key milestones and events (e.g., COVID)

Governance

1. Type of unit of government (e.g., city, county, joint powers authority, transit district)
2. Composition and nature of representation of governing body:
 - a. Number of members
 - b. Elected or appointed (if appointed, how and what agencies and/or groups do members represent (e.g., cities, county, general public)
 - c. Current members and terms

Transit Services Provided and Areas Served

Describe all transit services provided (e.g., fixed route, demand responsive, and connecting services and areas served, and the number of vehicles required for each type of service.)

Revenue Fleet

Provide a general description of the revenue vehicle fleet. The description can be in narrative or graphic format, or a combination of both. (This description differs from the detailed inventory required under Section 6 of these guidelines). Include the following information:

- Types of vehicles operated (e.g., standard bus (any length), cutaway van, standard van).
- Number of each type of vehicle
- Recognizing that each type of vehicle might be used in multiple types of service, type(s) of service in which each type of vehicle is used (e.g., local, express, commuter, demand response)

Existing Facilities

Describe individual or grouped facilities, according to the categories listed below.

1. Administrative (locations, age, functions located within)

2. Maintenance and Fueling/Charging (type, locations, age)
3. Vehicle Storage/Staging (locations, age, capacity)
4. Park-and-Ride (locations, age, capacity)
5. Stations and Stops (type, locations, age, basic amenities)
6. Right-of-Way
7. Bicycle Facilities

Service and System Evaluation

- A. Evaluate route-level and system-wide performance against current service standards (if illustrative, portray local, express or commuter service, or other intercity service separately). Describe the evaluation process. Evaluate the most recent year for which complete data is available. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures could include passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of capacity used, revenue to total vehicle hours, operating cost per revenue vehicle hour, operating cost per passenger, and on-time performance. A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends. Where the evaluation identifies deviations from service standards, describe proposed remedies, including service expansion and/or contraction.
- B. Identify paratransit services provided in compliance with the paratransit provisions of the Americans with Disabilities Act (ADA). Reference planned new activities, major service changes, or procurement of capital equipment to support ADA or other paratransit, dial-a-ride or demand responsive services. Identify other paratransit services with which services are coordinated, and any proposed revisions or improvements to fixed route services intended to enhance their usage by seniors and/or by persons with disabilities. Reference to participation with the TCAG Social Services Transportation Advisory Council (SSTAC) series is welcomed.
- C. Provide the date of the agency's most recent federal Title VI analysis and report and discuss any service deficiencies identified in the report. Generally, describe the process used for complying with FTA Circular C4702.1B. Please reference the most recent triennial Title VI report, plus any subsequent Title VI reports.
- D. Provide the dates of the agency's most recent FTA Triennial Review and TDA Triennial Performance Audit, including unmet needs, and describe related remedial actions undertaken or currently underway in response to the review.
- E. Provide a description of the goals and objectives achieved that were outlined in the last SRTP, along with accomplishments that may have not been outlined, but were achieved due to circumstance.
- F. Outline efforts to improve intercity and interregional transit connectivity with transit operators of neighboring counties with a focus of providing transit access from/through

Tulare County and to major employment centers in/outside of the county. Specifically provide a plan to connect with the future Cross Valley Corridor service as well as enhancing connectivity with the California High Speed Rail.

Goals and Standards

Describe the process for establishing, and updating agency goals and how the agency plans to meet state and federal standards. Goals and standards should be divvied up by time such as short-range (less than 5 years) and long-range (beyond 5 years). Please keep in mind the goals and standards should aim toward addressing state and federal mandates, including, but not limited to, performance-based planning and programming and Senate Bill 743.

Goals should be comprehensive and refer to the major areas of concern for public transit operators, including principals and guidelines under which new or modified service would be implemented.

Examples include, but not limited to:

- TCAG RTP/SCS goals
- Sustainability and climate resiliency
- Statutory and regulatory compliance
- Levels of service
- Funding and reserve policies
- Scheduling and Route planning
- Environmental and Social Justice
- Customer Service
- Fares and Transfers

Performance standards should at least refer to performance-based planning and programming targets identified in supplemental planning or policy documents. Service standards should be specific, measurable, and quantified where feasible.

Address performance-based planning and programming targets:

- Congestion via PM 3
- Asset Management via PM 2 / TAM
- Safety via PM 1 / PTASP
- Title VI Requirements
- Alternative Fuel Deadline and Approach
- Policies and strategies aimed at meeting SB 743

Operations Plan and Budget

Operations Plan

The operations plan sets forth the intentions to provide fixed route, on-demand, and paratransit services over the SRTP period, and divvied up between short-range (less than 5 years) and long-range (beyond 5 years). Document the ongoing evaluation of services and systems with respect to adopted goals and standards, subject to financial constraints.

Explain how the operations plan meets federal, state, and local expectations/requirements.

- A. Portray the levels of service planned – Use a table (or other graphic format) to portray planned levels of service hours and service miles. Separately identify the following:
 - a. Fixed Route modes by type (e.g., local, express, commuter)
 - b. Demand Responsive modes by type (e.g., ADA, non-ADA older adult, transPORT)
 - c. Major planned service expansions.

The table (or other graphic format) shall clearly identify service expansion and/or reduction by the year of planned deployment (expansion) and/or elimination (reduction). There shall be a rational relationship between the information portrayed and the “Service and System Evaluation” section of the SRTP.

- B. Describe and discuss planned (not yet implanted or underway) service changes in response to the most recent federal Title VI, FTA Triennial Review and/or TDA Triennial Performance Audit.

Operations Budget

Demonstrate that planned level of transit service over the planning period, including rehabilitation and replacement of capital assets, is sustainable. Take into consideration expense forecasts, regional and local revenue projections, fare policies, labor or service agreements, competitive demands on funding, regional priorities, and policies.

The budget should reflect a “baseline” level of service, taking into consideration the existing level of service at the time of publication of the SRTP. Committed service changes must also be defined, with their expenses and revenue separately identified in the operating and capital financial plan tables. Provide sufficient detail to allow a reviewer of the SRTP to evaluate costs of implementing the operating and capital plans and compare the total with anticipated revenues available during the study period.

The narrative must specifically explain, and the spreadsheet clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

All operations expenses and revenues are to be stated in year of expenditure dollars, with the assumed escalation factors stated. All sources of revenue shown in the operations and in the capital financial plan should be identified individually. All assumptions that relate to expenditure and

revenue estimates must also be documented, including specification of ridership or sales growth (if appropriate) separately from inflation forecasts.

A spreadsheet format will be provided to be filled in with the relevant budget information.

Capital Improvement Program (Project List)

- A. Describe and discuss the capital programs (vehicles, facilities, and equipment) required to carry out the operations and services set forth in the operating plan and budget. The Capital Improvement Plan (CIP) should provide the basis for requests for federal, state, and regional funding for capital replacements, rehabilitation, and expansion projects. The CIP should be divided up into short-range (less than 5 years) and long-range projects (beyond 5 years), the short-range project must be financially constrained, where the long-range projects do not need to be. The long-range, however, should reflect the operator's reasonable expectation of funding, particularly as outlined in TCAG's Regional Transportation Plan.
- B. Describe/list short-range major facilities replacement, rehabilitation, upgrade, and expansion projects of the types listed below. Identify the locations of new or expanded facilities. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset.
- Administrative
 - Maintenance and fueling/charging
 - Vehicle storage/staging
 - Park-and-Ride
 - Stations and stops
 - Bicycle facilities
- C. Transit Asset Management: Briefly describe any efforts to employ a systemic asset management program. Include current/past achievements and plans to upgrade or improve management (e.g., software tools, applications, business processes, integration into decision making processes). Agencies shall provide a brief statement and attach TAM Plan as an appendix.

Miscellaneous

- Progress meetings may be requested during the duration of the project, but must be held at a minimum of two (2) times per month.
- Proposer must provide meeting minutes and notes to CITY staff within five (5) business days after each meeting.
- Draft Plan: PDF format and Microsoft Word format

- Final Plan (post City Council approval): PDF format and Microsoft Word format
- The Proposer employed to complete this study project will be expected to ensure compliance with all Federal, State, and regional planning and study requirements in plan development.

Exhibit A – Federal Clauses and Requirements

Contractor agrees to comply with the subsections of this Section and to include these requirements in all subcontracts of every tier. The following are Federal Clauses required:

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital

project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

a. Termination for Convenience (General Provision) The City of Porterville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Porterville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Porterville, the Contractor will account for the same, and dispose of it in the manner the City of Porterville directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Porterville may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Porterville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Porterville, after setting up a new delivery of performance

schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City of Porterville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Porterville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Porterville setting forth the nature of said breach or default, the City of Porterville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Porterville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Porterville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Porterville shall not limit the City of Porterville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The City of Porterville by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Porterville may terminate this contract for default. The City of Porterville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION **(NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Porterville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Porterville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Porterville's [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Porterville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Porterville and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Porterville is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Porterville, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an

approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Porterville deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

e. The contractor must promptly notify the City of Porterville, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Porterville.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The

Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Exhibit B – Required Forms

Form A

ADDENDUM RECEIPT

_____ (PROPOSER) acknowledges it has received and read the following
Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Signature _____ Date _____

Title _____ Company Name _____

Form B

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA

COUNTY OF _____

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Porterville, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Porterville or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2024, at _____, California.

Signed: _____

Title: _____

Form C

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____, that:

1. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 Contract, the undersigned shall complete and submit Standard Form LLL-- Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative Contracts) which exceed \$100,000, and that all such 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 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Executed this _____ day of _____, of 2024.

Signature of Authorized Official _____

Title of Authorized Official _____

Form D

ACKNOWLEDGEMENT OF “BEST VALUE” SELECTION PROCESS

PROPOSER hereby acknowledges that the selection process under this RFP will evaluate Proposals on a “Best Value” basis, which the Federal Transit Administration’s (FTA) Best Practices Manual defines as follows:

“Best Value” is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

As a result, PROPOSER further acknowledges that pricing will not be the sole basis upon which Proposals are evaluated.

An individual authorized to bind the PROPOSER to this Agreement must sign below acknowledging and understanding of the foregoing.

Signature _____

Name _____

Title _____

Date _____

Company Name _____

Exhibit C – Sample Professional Services Agreement

CITY OF PORTERVILLE PROFESSIONAL SERVICES AGREEMENT WITH *[insert full name of Consultant and Project Name and/or number]*

This Professional Services Agreement (Agreement) is entered into between the City of Porterville, a municipal corporation (**City**), and _____ [complete name of legal business entity], a _____ [business status, such as a California corporation] (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Consultant to complete a 2025-2030 Short Range Transit Plan (Project); and
- B. On July 23, 2024, the City issued a Request for Proposals (RFP) for the 2025-2030 Short Range Transit Plan (Project). On August 22, 2024, Consultant submitted its proposal for the Project to the City. City has determined that Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the service.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. _____-2024 approved by the Porterville City Council on _____, 2024.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the Services and complete the Project, which includes the services described in Exhibit “A” attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: _____. Consultant shall not replace its Authorized Representative, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement, or uses any unapproved subcontractor or subconsultant.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance promptly upon the mutual execution of this Agreement, and shall substantially complete all

required services no later than July 1, 2025. Any services for which times for performance are not specified in this Agreement shall be stated and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant by the City. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such request in its sole and absolute discretion.

2.1. Term. The Term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a lump sum basis, at the billing rate set forth in Exhibit “C”, attached hereto and incorporated herein by this reference.

3.1. Not to Exceed Amount. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Porterville’s appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2. Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Consultant’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3. Payment. Subject to the City acceptance of the Services as discussed in Exhibit A attached hereto and completion of the Project to the City’s satisfaction, within 30 days after the City’s receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s).

3.4. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant’s services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representative, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000

general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2. Automobile Liability (with coverage at least as broad as ISO CA 00 01 07 097, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3. Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4. Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5. Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1. The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2. For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6. Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7. Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8. Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9. Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10. Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and

the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

- 6. Termination.** The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
- 7. Dispute Resolution.** If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

 - 7.1.** Each Party shall designate a senior management or executive level representative to negotiate the dispute.
 - 7.2.** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority,
 - 7.3.** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 7.4.** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 7.5.** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 7.6.** The dispute resolution process is a material condition of this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
- 8. Ownership of Work.** All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Services, upon termination of this Agreement, or upon demand

from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City of Porterville
Transportation Department
291 N. Main Street
Porterville, CA 93257

To Consultant

13. Miscellaneous

13.1. Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2. Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

13.4. Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will void. City's consent to one assignment, transfer or delegation shall not be deemed to be consent to any subsequent assignment, transfer or delegation.

13.5. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Tulare.

13.6. Compliance with Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1. Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2. Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant,

employee or applicant for employment because of race, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.)

- 13.7. Business Entity Status.** Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 13.8. Business License.** Before the City signs this Agreement, Consultant shall obtain a City of Porterville Business License. Consultant shall maintain an active City of Porterville Business License during the term of this Agreement.
- 13.9. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 13.10. Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 13.11. Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.
- 13.12. Controlling Provisions.** In the case of any conflict between the terms of this Agreement and Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.
- 13.13. Entire Agreement.** This Agreement and the Attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.
- 13.14. Counterparts.** City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 13.15. Expenses for Enforcement.** Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert

witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

The Parties agree to the full performance of these terms set forth here.

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

Consultant

By: Martha A. Flores

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Federal Employer Tax ID No. _____

Signature: _____

Signature: _____

Attest:

Patrice Hildreth, City Clerk

Approved as to form:

Julia M. Lew, City Attorney

Exhibits:

- A. RFP No. 2025-2030 Short Range Transit Plan
- B. Consultant Proposal
- C. Compensation



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Distribute a Request for Proposals (RFP) for Contract Planning Services

SOURCE: Community Development

COMMENT: The Community Development Department's Planning Division is responsible for developing Long Range Planning policies and reviewing current planning applications for adherence to the Porterville Development Ordinance within the City of Porterville Planning Area. As the City Council is aware, the City Planner position has been and remains vacant due to unsuccessful attempts to recruit a qualified individual. In fact, the City of Porterville is not alone in this challenge, as statewide, public agencies are struggling in the recruitment of planning and engineering professionals. In response to these challenges, the City has relied upon contracted planning services to assist City planning staff with certain tasks that exceed the current capacity of internal staff. The continued need for the services of a contract planner currently exists and will remain necessary to fulfill the needs of the Community and maintain the level of service required to move projects forward. In the meantime, the Community Development Department will work with the Human Resources Division to strategize on recruitment efforts.

Staff has prepared a Request for Proposals and at this time is requesting authorization to distribute said RFP for contract planning services.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for contract planning services.

ATTACHMENTS: 1. RFP-Contract Planning Services-2024

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR PROPOSALS (RFP)

**City of Porterville
Contract Planning Services**

**RFP SUBMITTAL DEADLINE – Friday, August 30, 2024,
by 4:00 P.M.**

**CONTACT:
Claudia Calderon
Community Development Director
City of Porterville 291 N Main St
Porterville, CA 93257**

(559) 782-7460

E-mail: ccalderon@ci.porterville.ca.us

**Submit Questions or Comments to the above email by August 27,
2024 by 2:00 P.M.**

CITY OF PORTERVILLE REQUEST FOR PROPOSALS FOR PLANNING SERVICES

The City of Porterville, California is soliciting proposals from qualified firms or teams of consultants to augment professional city planning services. Consultants will provide City with independent planning services similar to a fully functioning planning agency, supporting the duties of the Planning Department. Contract staff would not need to be in-house, but instead would coordinate with City staff via email and phone calls to exchange information, with meeting or assignments. In general, the consultant will not exceed 20 hours per week. All work hours shall be reported to the Community Development Department in a form acceptable to the department. The Community Development Department has sought interest for Senior Level planner and has not received eligible candidate and as a result the Planning Division is short staffed for an undetermined period of time. We estimate a need for staff services to prepare staff reports, assist in project review, document preparation and other planning tasks as needed over the next year.

Ideally, just one or two staffers would complete all efforts for this task, to limit the learning curve for Porterville's Development Ordinance and projects. Wherever possible, examples will be provided to assist the consulting planner in preparation of documents to Porterville's expectations.

The contract planning staff would work primarily with Community Development Director, Claudia Calderon, but may also be coordinating with other Community Development Department staff as well as staff from other departments. Interface with developers or the public may be needed on large projects and through the Project Review Committee meetings. It is expected that the City would need no more than 20 hours per week of assistance.

Scope of Services:

- Recurring, as needed services of processing entitlements
- Assist in the Project Review Committee process
- Assist in long range planning document preparation
- Prepare and/or manage the preparation of CEQA environmental documents including filing draft documents with the State Clearinghouse. Prepare General and Categorical Exemptions.
- Produce staff reports including Findings, Conditions of Approval, Attachments and Resolutions.
- Prepare noticing documents prior to public hearings.
- Attend meetings with applicants and with various City departments, as necessary.
- Attend and present projects at City Council meetings.
- Submit invoices with sufficient detail to allow the Finance Department to track hours on ministerial permits and to bill applicants for discretionary projects.
- Staff liaison to committee and community groups
- Assist with Community Outreach and Stakeholder Workshop process

- Assist staff with legislative updates
- Other planning tasks as needed.

Background

The City of Porterville ("City"), California is an incorporated city of 62,934 located in southeastern Tulare County, at the foothills of the picturesque Sierra Nevada Mountain range, located on State Route 65, 165 miles north of Los Angeles and just 17 miles off State Route 99. The City is approximately 17.7 square miles and is situated in the eastern edge of the fertile San Joaquin Valley, an agricultural region of statewide and national importance.

Preliminary Timeline

RFP Announced	July 19, 2024
Deadline for RFP Questions	August 27, 2024 by 2:00 P.M.
Proposals Due	August 30, 2024, by 4:00 P.M.
Interviews (if needed)	September 9, 2024
Council Approval	September 17, 2024 or soon thereafter

Proposal Requirements

- Cover Letter:** Maximum of two pages serving as an executive summary which shall include an understanding of scope of services.
- Brief Company Profile.** General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization. Describe the general qualification of the consultant as they relate to the work proposed in the RFP.
- Organization and Staffing.** Provide a list of consultant's employees and agents which the consultant anticipates assigning to this project.
- Description and Approach.** The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP.
- Cost Proposal.** The cost proposal shall include the hourly rate for services. Include any sub-consultant fee schedule, if applicable. This should include hourly billable cost of each team member; Senior Planner, Associate Planner, etc.
- Resume, Relevant Project/Services with References.** Provide resumes of the individual(s) from the Proposer's firm or entity that will be directly responsible for carrying out the contract, references to include name, address, contact person and phone number of the municipality/company, length of time services were provided, and a description of the services provided.

RFP Questions

To assist firms interested in submitting proposals to the City for contract planning services, clarification questions may be submitted to Claudia Calderon by email at ccalderon@ci.Porterville.ca.us by August 27, 2024. **Include “RFP Questions” in the subject line of the email.**

RFP Location on the City Website

www.ci.Porterville.ca.us (Bid Documents)

Publicpurchase.com

Proposal Submittal

The consultant shall submit its proposal via email to ccalderon@ci.porterville.ca.us with “Contract Planning Services-Proposal” in the subject line or through the public purchase website at publicpurchase.com.

The chosen consultant will be expected to execute a standard City agreement, attached as Exhibit A hereto. Any requested revisions to the agreement must be included with the proposal.

EXHIBIT A
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 officials, officers, 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 – JULY 16, 2024

SUBJECT: Authorization Request for Proposals - Emergency Board-Up Service

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville is in need of board-up services for City and/or privately owned structures caused by fire, vehicle accident, vandalism, trespassing and related activities, natural disaster, nuisance, and/or other causes. Emergency board-up service is initiated by a City officer to secure unsafe conditions and is authorized by the Municipal Code as a requirement to enforce health and safety regulations. When the City takes action to board-up property, the property owner is charged for the cost of board-up, in addition to any applicable administrative fees. Staff proposes to issue a Request for Proposals (RFP) for qualified, licensed contractors to provide emergency property board-up services on a rotating basis. A draft RFP is provided as an attachment. The most recent RFP issued for emergency board-up services was done in March 2019.

Work orders placed on an emergency basis shall be completed the same day as directed by City staff. This time element for emergency services is necessary for public safety. Such service requests will be scheduled by work orders issued for various jobs by the City of Porterville Building Official, Fire Marshal, or their designee who will provide a work order to the Contractor detailing the date, time, address, and description of the property or properties at which the structure or structures are to be secured. This information will provide the necessary authorization for the Contractor to commence work. Upon completion of the work, the Contractor shall prepare an invoice containing the number of windows, doors, etc., indicating any special sizes or other apertures, and cost of the project in accordance with contract provisions. The invoice shall be returned to the City with the work order. The Contractor shall notify the responsible staff person after work has been completed. A site visit shall be made with the City Building Official, Fire Marshal, or their designee to verify completion and compliance with the contract specifications. No payments shall be approved without a physical site visit and a sign-off acceptance by the designated City staff representative. All windows and doors, fire escapes, and other external wall openings shall be boarded in an approved manner to prevent entry by unauthorized persons.

When temporary fence panels are installed, they will remain on the property until the hazard has been abated. Standard rates shall apply for all issued work orders. Emergency call-outs for services rendered from 6:00 PM to 6:00 AM, and on all City-recognized holidays shall be eligible for an 'after-hours' charge. The after-hours charge shall be clearly indicated on the RFP. All work will be completed in a professional and craftsman-like fashion, including cleanup of

work debris.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for emergency property board up services.

ATTACHMENTS: 1. Draft RFP Emergency Board Up Service

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager



CITY OF PORTERVILLE
REQUEST FOR PROPOSALS FOR
EMERGENCY BOARD-UP SERVICE

RFP No. _____

The City of Porterville, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from companies or individuals that are qualified, licensed contractors to provide emergency securing and board-up services for private houses, commercial buildings and other structures within City limits, or on City owned properties outside the City limits, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The City intends to select one (1) qualified applicant to provide full emergency board-up service for the City of Porterville. This document identifies the general scope and procedures in this process. Responding applicants must have relevant experience and the ability to provide the requisite professional services.

Submittal: One PDF version must be received by:
5:00 p.m., PST Friday, August 16, 2024

Addressed to: City of Porterville
Fire Prevention
Attention: Clayton Dignam
parks_leisure@ci.porterville.ca.us

Email Subject: RFP No. _____ Emergency Board-Up Service

Late or incomplete Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Proposals can also be submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us.

Questions regarding this project are due no later than Wednesday, August 14, 2024.

The City of Porterville is an Equal Opportunity Employer.

I. INTRODUCTION

City, through its Parks Department, Building, Fire Prevention, and Code Enforcement Divisions, is initiating this RFP to solicit Proposals from companies or individuals that are qualified, licensed contractors to provide emergency securing and board-up services for private houses, commercial buildings, and other structures within City limits, or on City owned properties outside the City limits, in accordance with the terms and conditions set forth in this RFP, and any other term(s) and condition(s) in any contract subsequently awarded. The selected company or individual shall be selected and determined through the City's review of each response, considering the factors identified in this RFP, and any other factors that it considers relevant to serving the best interests of the City and its mission.

II. MINIMUM QUALIFICATIONS

The Proposer must have a minimum of three (3) years of work providing similar services; strong communication skills; ample experience in providing invoices and paperwork related to the scope of service performed; and be able to provide the minimum categories and amounts of insurance required.

III. PERIOD OF PERFORMANCE

Subsequent to the selection of the awarded Proposer, the contents of the Proposal shall become a contractual obligation if a contract ensues. Failure of a Proposer to accept this obligation will result in the cancellation of the contract award. The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about September 18, 2024, and to end on September 18, 2029, with the opportunity to extend the contract (5) five more years based on performance, and mutually agreed upon by both parties.

IV. SCOPE OF SERVICES

The City of Porterville is seeking Proposals from companies or individuals with experience in emergency board-up. The services shall include, but not limited to the following:

1. All windows and doors, fire escapes, and other external wall openings shall be boarded in an approved manner.
2. Board-up work to be performed in the timeframe deemed appropriate by City staff on a case by case basis.
3. Prepare a work order/invoice upon project completion.

V. REJECTION OF PROPOSALS

The City reserves the right to reject all Proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City.

VI. ADDENDA

It is the responsibility of Proposer to check the purchasing webpage <https://www.publicpurchase.com> for Addenda or other additional information that may be posted regarding this RFP.

VII. QUESTION DEADLINE

Questions regarding this project are due no later than **Wednesday, August 14, 2024**, through <https://www.publicpurchase.com>.

VIII. RESPONSE DATE

All Proposals shall be received by the City of Porterville by 5:00 p.m. PST on the Public Purchase website, or submitted by email in a PDF format to parks_leisure@ci.porterville.ca.us.

by Friday, August 16, 2024.

IX. PROPOSALS

To be considered, Proposers must submit a complete response to this RFP using the format required on the Public Purchase website <https://www.publicpurchase.com>. One (1) original Proposal must be submitted to the City of Porterville's Code Enforcement Division via Public Purchase's website.

X. SELECTED COMPANY OR INDIVIDUAL RESPONSIBILITIES

The selected company or individual will be required to assume responsibility for all services offered in his/her Proposal, regardless of who produces them. Furthermore, the City will consider the selected company or individual to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

XI. CONTRACT PAYMENT

The selected company or individual will submit invoices to the City of Porterville's Finance Department. Payment for contract services entered into as a result of this RFP within shall be made within the timeframe specified in the contract.

XII. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The selected company or individual shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. Minority companies and women owned business enterprises are encouraged to apply.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprise (DBE) will be afforded full opportunity to submit Proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, religion or sexual orientation in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of contract.

XIII. PROPOSAL REQUIREMENTS

All Proposals shall be organized in the following manner:

A. Proposer's Contact Information

Name, address and telephone number of the Proposer. The name and title of the individual authorized to negotiate contract terms and make binding commitments shall be included.

B. Proposer Capacity and Experience

C. Proposer's Team Structure / Internal Controls

Provide a description of the Proposer's team structure. Provide an organizational chart of the company or individual indicating lines of authority for personnel involved in performance of this potential contract.

D. Experience of the Proposer

Indicate the experience the Proposer has in the following areas:

- i. Indicate other relevant experience that indicates the qualifications of the Proposer, and any team members, for the performance of the potential contract.
- ii. Include a list of contracts the Proposer has had during the last five (5) years that relate to the Proposer's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. The Proposer grants permission to the City to contact the list provided.

E. References

List names, addresses, telephone numbers, and e-mail addresses of three (3) businesses references for whom work has been accomplished and briefly describe the type of services provided. The Proposer grants permission to the City to contact the references provided. Do not include current City Staff as references. The City may evaluate references at the City's discretion.

F. Related Information

If the Proposer has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and if the issue of performance was either:

- i. Not litigated due to inaction on the part of the Proposer, or
- ii. Litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

XIV.COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Proposer that proposes the least cost, but rather to the Proposer whose Proposal best meets the requirements of this RFP.

A. Identification of Costs

Identify all costs, including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. At a minimum the cost proposal shall include professional service fees for implementation and related services, if any.

XV. EVALUATION CRITERIA

The Proposals received will be reviewed by City Staff. This RFP is competitive and priority will be given to Proposals that most closely meet the needs of the City. All Proposals will be fully considered and rated by the evaluation team. The City may use some or all of the following criteria in its evaluation of Proposals submitted. The following list of criteria is not necessarily an all-inclusive list. The order in which criteria appear is not intended to indicate their relative importance:

- A. Price:** Analysis of cost competitiveness.
- B. Responsiveness to RFP Requirements:** Quality of the information submitted in the Proposal based on completeness, relevance, conciseness and organization of material presented.
- C. Project Understanding:** The level to which the Proposer understands the needs of the City, and the scope of the RFP.
- D. Proposer's Experience:** Recent experience in providing similar golf management services to other public agencies.
- E. References:** Ability to provide references for the City's review.

The City may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process.

The City shall not be obligated to accept the lowest-priced Proposal, but shall make an award in the best interest of the City.



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Distribute a Request for Proposals for Expansion of Navigation Center

SOURCE: Community Development

COMMENT: At its meeting on November 19, 2019, the City Council authorized the acquisition of the former Vine Street School, located at 140 South C Street, from Porterville Unified School District for the purposes of developing a navigation center to assist individuals experiencing homelessness in Porterville. The site is comprised of two parcels totaling approximately 1.37 acres. Since January 2020, the City has been leasing the property for those purposes. APN 261-113-011 has three former portable classrooms on permanent foundations, and through the use of a grant, the former lessee converted two of the portable classrooms to housing (15 emergency beds and 15 transitional housing beds) and the third classroom to office space. At its meeting on May 23, 2023, the Council directed staff to expand the navigation center as support for efforts to reduce homelessness in the community was a significant priority.

The Porterville Navigation Center (PNC) began operations in September 2020 and has served a total of 2,577 unduplicated individuals through the end of June 2023, with twenty-five (25) individuals being placed into permanent housing.

Kings View began operating the navigation center on June 30, 2023, and in the last year has served an additional one thousand one hundred thirty (1,130) unduplicated individuals with sixteen (16) individuals being placed into permanent housing.

At its meeting on July 18, 2023, the City Council provided direction for staff to seek expansion options for the installation of a prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers at the PNC. City staff reached out to various companies to determine its feasibility and in January 2024 brought back options for City Council's consideration and sought direction as to what amenities to add to the navigation center and what funding should be used.

Staff has since prepared a Request for Proposal (RFP) to solicit proposals from qualified licensed and bonded contractors/firms, hereinafter called Proposer, to design, construct, deliver and install a prefabricated dining facility with commercial kitchen, office space and a sanitation facility with public restrooms and showers for the PNC.

The project will be funded by the American Recovery Plan Act (ARPA) State and Local Fiscal Recovery Funds previously earmarked by the City Council at

its meeting on June 20, 2023, for homeless services. The Interim Final Rule for ARPA funds is considered an eligible expense under section 35.6 (b)(12) (C) (ii) Programs or services that address housing insecurity, lack of affordable housing, or homelessness, including (A) Supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless. These funds must be obligated by December 2024 and fully expended by December 2026.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for a prefabricated dining and sanitation facility for the Porterville Navigation Center.

ATTACHMENTS: 1. RFP - Navigation Center Expansion

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR PROPOSALS

Design/Installation of Prefabricated Dining Hall and Sanitation Facility

RFP No. _____

July 2024

**PREPARED BY:
COMMUNITY DEVELOPMENT DEPARTMENT
July 2024**

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is soliciting proposals from qualified licensed and bonded contractors/firms, hereinafter called Proposer, to design, construct, deliver and install prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers for the Porterville Navigation Center (PNC), located at 140 S C St, Porterville CA 93257; a project funded by the American Recovery Plan Act (ARPA) State and Local Fiscal Recovery Funds previously earmarked by the City Council for a homeless services. These funds must be obligated by December 2024 and fully expended by December 2026.

The proposed facilities are to be delivered and assembled at the PNC, placed in its final location, and receive turnkey installation by Proposer. The facility will provide much needed services for people experiencing homelessness who attend the PNC seeking housing services. The City of Porterville anticipates the project contract to be awarded in the fall of 2024 at a regular City Council meeting, that off-site planning and fabrication starting as soon as possible for on-site construction and installation to be completed as soon as possible; but no later than the 2025 summer.

II EXAMINATION OF PROPOSALS:

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

III ADDENDA/CLARIFICATIONS:

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

IV PROPOSAL REQUIREMENTS:

The following are to be included in every Proposal:

- A. Proposal Form
- B. Introduction
 - 1. Provide a brief description of the Proposer's relevant experience
 - 2. Provide comments on the proposed project, if any.
- C. Provide a list of subcontractors
- D. Provide an Itemized list of all costs to complete the project
 - 1. Total cost shall include all design, labor, materials, tools, equipment, and incidental costs to design, construct, deliver and install - in-place, a fully functioning prefabricated dining facility with commercial kitchen and office

- space and a sanitation facility with public restrooms and showers in accordance with the specifications contained herein and manufacturer instructions.
2. Total cost shall include each required feature and any potential extra labor, materials, tools, equipment and incidental costs to manufacture, deliver, complete and install in-place.
- E. Design Concept
1. Provide detailed plan drawing labeling all equipment, plumbing & electrical layout, and concrete areas. Drawings shall be to scale and legible.
 2. Provide 3D renderings of the proposed layout plan. Drawings shall be to scale and legible.
 3. Provide specifications and color images for all components utilized in the modular dining and sanitation facility design.
 4. Provide color palette of regularly available colors to select from for the designed features.
 5. Provide Equipment Warranty Information
- F. Work Plan
1. Provide a detailed project schedule outlining all sequencing and time.
- G. Guarantee
- H. Insurance Certification
- I. References
1. Provide references from at least three (3) other clients of similar scope that have been installed by your company in the last five (5) years.
 2. Include name of project, description of project, year completed, and project contact name, phone, and email address.

V REQUIREMENTS AT TIME OF EXECUTION AND PRIOR TO COMMENCEMENT OF WORK:

The successful Proposer will be required to submit the following documentation, in a form satisfactory to the City of Porterville, at the time of execution of Contract; as applicable:

1. 100% Performance Bond
2. 100% Labor and Materials Bond
3. CA DIR contractor registration
4. Insurance Documents
 - a. General Liability Policy
 - b. Automobile Liability Policy
 - c. Employer's Liability Policy
 - d. Workman's Compensation
 - e. Professional Liability Insurance
5. Executed Agreement

The successful Proposer will be required to submit the following within 60 days of Notice

to Proceed (or at a schedule agreed upon between CITY and selected PROPOSER.)

1. Construction Plans and Specifications for the Final design concept
2. City of Porterville Business License

VI Proposal SUBMISSION:

Submittal: One PDF file must be received by:
Friday, August 30, 2024, by 4:00 pm.
Via the Public Purchase Website: www.publicpurchase.com

Or

Three (3) copies of the Proposal shall be submitted in a sealed envelope, plainly marked "Design/Installation of Prefabricated Dining Hall and Sanitation Facility" addressed to:

Claudia Calderon, Community Development Director
Department City of Porterville
291 N. Main Street Porterville, CA 93257

Document Title: RFP No. _____ Design/Installation of Prefabricated Dining Hall and Sanitation Facility

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

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES: Proposal forms may be inspected and electronically downloaded at no cost, at the Public Purchase website, www.publicpurchase.com. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website. Questions regarding this project are due no later than Monday, August 12, 2024.

VII PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- 1) Preparing and reproducing its Proposal in response to this RFP; 2) submitting its Proposal to CITY; 3) negotiating with CITY any matter related to this RFP and Proposer'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 Proposer in the preparation of Proposals. Pre-contractual expenses shall not be included in the cost proposal.

VIII EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFP must be included in the Proposer's Proposal. Such exceptions must be included as a separate element of the Proposal entitled "Exceptions and Deviations."

IX REPRESENTATIVE:

The Proposer shall assign a responsible representative and an alternate, both of whom shall be identified in the Proposal. The Proposer representative shall remain in responsible charge for the duration of the project. Should the Proposer primary representative be unable to continue with the project, the Proposer 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.

X LOCAL AGENCY REPRESENTATIVE:

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

XI INSURANCE REQUIREMENTS:

The Proposer 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.

XII INDEMNIFICATION:

The Proposer 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 Proposer and its sub Proposer arising out of performance requirements of the Contract.

XIII SUBCONTRACTING:

Only those Proposers identified in the Contract as subcontractors or sub-Proposer shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime Proposer to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XIV FEDERAL, STATE, AND LOCAL LAWS:

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

XV PROPOSAL EVALUATION CRITERIA:

After the submission deadline, 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 Proposers based on the following:

1. Qualifications
2. Design Concept
3. Quality and Warranty
4. Work Plan
5. Project Schedule/Timeline
6. Overall Cost

Based on the proposal evaluations, the committee will make Proposer/design recommendations to the City of Porterville City Council. The City Council will make the final determination at a regularly scheduled City Council meeting and an agreement will be negotiated with the selected Proposer. The City reserves the right to make minor changes to the selected design within the scope and budget with the selected Proposer. RFP outcome will be released following City Council decision.

The City of Porterville will be solely responsible for the decision to accept or reject the submission.

XVI 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 Proposer according to their demonstrated competence and professional qualifications as assessed by their response to this RFP. The top three (3) highest ranked Proposer(s) may be invited for oral interviews with CITY team to determine the top-rated Proposer. However, in the event one or two proposals are clearly superior to all other proposals, The City of Porterville reserves the right to eliminate the oral interview process and present their recommendation to the City Council based solely on the proposals. Staff shall make a recommendation to the City Council to award a contract to the top-rated Proposer.

The City Council, at its sole discretion, may choose to accept staff's recommendation, or may choose to award a contract to another consulting Proposer, or may choose not to award a contract at this time. The Contract will be a written Service Agreement between the Proposer and the City setting forth the scope of work, responsibilities, deliverables, schedule, ownership of work, insurance requirements, compensation, method of payment, and other points. A sample Service Agreement is included in this RFP package. Please indicate on the transmittal letter the Proposer's ability to comply with the Service Agreement provisions, including insurance coverage.

Interviews are tentatively scheduled for September 9, 2024. Each participating Proposer 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.

XVII CONTRACTS/AGREEMENTS:

The successful Proposer shall enter into upcoming Contracts with CITY that are based on the contents of this RFP, the Proposer's Proposal and CITY Contract. Where two or more Proposers desire to submit a Proposal (joint venture), only one Proposer shall be listed as prime Proposer. All others shall be listed as sub-Proposers. The chosen Proposer is tentatively scheduled to be presented at the City Council meeting on Tuesday, September 17, 2024. Issuance of this RFP 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 RFP, and cancel any or all portions of this RFP and resulting Contract.

XVIII COMPENSATION:

All items of work required for completion of the project/s to result from this RFP 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 Proposer'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 RFP. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

- A. If the Proposer 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 Proposer on a fair and equitable basis.
- B. Monthly progress payments will be made to the Proposer 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.

XIX 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 Proposer 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.

CITY OF PORTERVILLE
Request for Proposals for Design/Installation of
Prefabricated Dining Hall and Sanitation Facility

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of proposals (Proposals) from bids from qualified, licensed and bonded contractors/firms (hereinafter referred to as Proposer for the purpose of designing, constructing, delivering and installing prefabricated a dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers for the Porterville Navigation Center (PNC). This project is an expansion of the current residential facility with day services.

The selected Contractor will be responsible for all architectural planning and design, cost estimating, scheduling, value engineering, constructability review during the design and construction document phases, preparation of all construction documents with required architect and engineer seals, as necessary and the bonding, construction and warranty of the entire project. In addition, the Contractor will be responsible for coordinating the project with the City of Porterville and securing all necessary permits and approvals.

The proposal shall include equipment and furniture based upon the final agreed upon design; contractor will install the equipment in compliance with all applicable codes and standards. The Proposer shall construct the building offsite as a permanently re-locatable building, transport it to the final required destination, and install the building turnkey. No site visit is required, and no pre-bid meeting will be held. See appendix B for existing site photos and locator map of the approximate location for installation of buildings.

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

SCOPE OF WORK:

The site is within the City limits of the City of Porterville, located at 140 S C St. Porterville, CA 93257, and will provide expanded services at the current Navigation Center to include a dining facility with a commercial kitchen and office space, 4 restrooms and 3 shower stalls.

The work performed under this contract consist of, but is not limited to: furnishing all material, labor, tools, and expendable equipment for the design, construction of a prefabricated dining and sanitation facility, delivery and installation of said facilities (including site preparation).

The design can encompass all amenities or they can be two separate structures but shall include:

1. Dining Facility
 - a. Commercial kitchen
 - b. At least 3 office spaces

- c. Dining seating to accommodate at least 100 guests
- 2. Sanitation Facility
 - a. Prefabricated restroom shall have four (4) ACC/RR/ADA all gender restrooms, two (2) split level and ADA compliant drinking fountains, and one (1) utility/storage room that shall include all accessories, hook-ups, lighting, and electrical panel. Preferred items include stainless steel fixtures, toilets and urinals, sink, touchless sink faucet, soap dispenser, seat cover dispenser, paper towel dispenser, recessed waste and sanitary receptacle, and a baby changing station. The building to include interior and exterior lights, interior FRP walls, and passive ventilation.
 - b. Prefabricated showers shall have (3) showers and at least one of those shall be ADA accessible (Also provide an option for exterior showers)

DESIRABLE QUALIFICATIONS:

The City is seeking qualified and licensed professionals to provide code compliant plans, specifications, related documentation, and full installation of the facilities described within this RFP. The desired Proposer/s shall have the following qualifications:

- 1. Appropriate licensing to complete the work.
- 2. Previous experience in design/installation of prefabricated facilities as described in the scope of work.
- 3. The Proposer's proven ability to expeditiously and accurately produce and install the required product in a concise and professional manner.
- 4. The "Proposer team" should be comprised of professionals with the requisite expertise to complete public facilities.
- 5. The "Proposer team" should have a track record working within a time line and budget.

LOCAL AGENCY RESPONSIBILITIES:

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

The CITY's Contract Administrator will directly handle the project management and monitoring of the Proposer's work to ensure it is complete, accurate, and consistent with the terms and conditions of the Proposer 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 shall be responsible for the following:

- Serve as the CITY's primary contact person for the Proposer

- Monitor the Proposer'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 Proposer's progress payments
- Identify other CITY personnel for Proposer to contact, if needed

All records and documentation produced by the Proposer become property of the CITY.

Appendix A

PROPOSAL FORM

RFP No. _____

Submit this Form, completely filled out and signed, along with your completed Proposal, which must include the below listed items in the Request for Proposal.

Proposal must include the following items:

1. ☐ INTRODUCTION
2. ☐ LIST OF SUBCONTRACTORS
3. ☐ ITEMIZED LIST OF ALL COSTS
4. ☐ DESIGN CONCEPT
5. ☐ WORK PLAN
6. ☐ PROJECT SCHEDULE/TIMELINE
7. ☐ REFERENCES
8. ☐ GUARANTEE
9. ☐ INSURANCE CERTIFICATION

The undersigned offers and agrees to perform all work, upon which the prices are quoted, at the price set on the Proposal Form, if this Proposal is accepted within sixty (45) days of the submission due date. The undersigned certifies that all restroom building equipment and materials specified in this proposal meet or exceed all required standards. The undersigned further agrees that if approved, building installation work will be provided by a licensed contractor qualified to install this type of equipment.

Proposer acknowledges receipt of the following Addenda: _____

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the Proposer, this proposal may be rejected.

TOTAL COST OF PROPOSAL: \$ _____

PROPOSER'S INFORMATION

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify all of the above figures have been carefully checked and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have visited the project site, aware of existing conditions which affect the

work, and reviewed the Contract Documents, including all Addenda.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

By signing below, I certify under penalty of perjury under the laws of the State of California and the United States of America, that Non-Collusion Declaration of Contractor; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

1. Proposing Firm	2. ☐ Type of Business ☐ Corporation ☐ Jt. Venture Partnership ☐ Individual DBA
3. Business Address	4. Telephone Number ()
City State Zip Code	5. Fax Number
6. E-mail Address	8. Signature of Authorized Person
7. Name of Authorized Person	

LIST OF SUBCONTRACTORS

The undersigned certifies that he/she has used the sub-bids of the following listed Subcontractors in making up his/her Proposal, and that the duly licensed Subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

CLASSIFICATION	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE

Date

Proposer's Name

GUARANTEE

The undersigned guarantees to the Owner

That the construction and installation of work for:

Project: _____

Contract: _____

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which the contract is accepted by the owner, the undersigned agrees to reimburse the Owner, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the owner, to replace any such material and to repair said work completely without cost to the owner, so that said work will function successfully as originally contemplated.

In the event the owner elects to have said work performed by the undersigned, the owner undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor:

Business Name: _____

Name: _____

Title: _____

Signature: _____ Date _____

INSURANCE CERTIFICATION

By signing below, I hereby certify that

(Insert company name)

is currently insured by an insurance company that is an "Authorized" carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on_____.

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City's insurance requirements as described in the Section entitled "Certificate of Insurance" within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Coalinga as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City.

(Print name)

Signature of Bidder: _____

(Date)

REFERENCES

The Proposer shall provide below at least three (3) separate project references with similar size and design of building and restroom services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Client	
Contact Name	
Phone Number	
Email	
Project Name	
Description and Year Completed	
Reference #1	
Client	
Contact Name	
Phone Number	
Email	
Project Name	
Description and Year Completed	
Reference #1	
Client	
Contact Name	
Phone Number	
Email	
Project Name	
Description and Year Completed	

Appendix B: Site Pictures & Maps





Locator Map Porterville Navigation Center



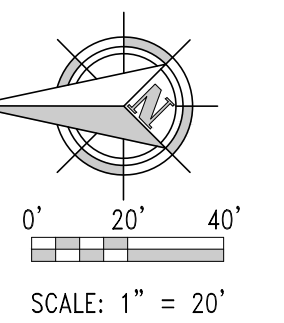
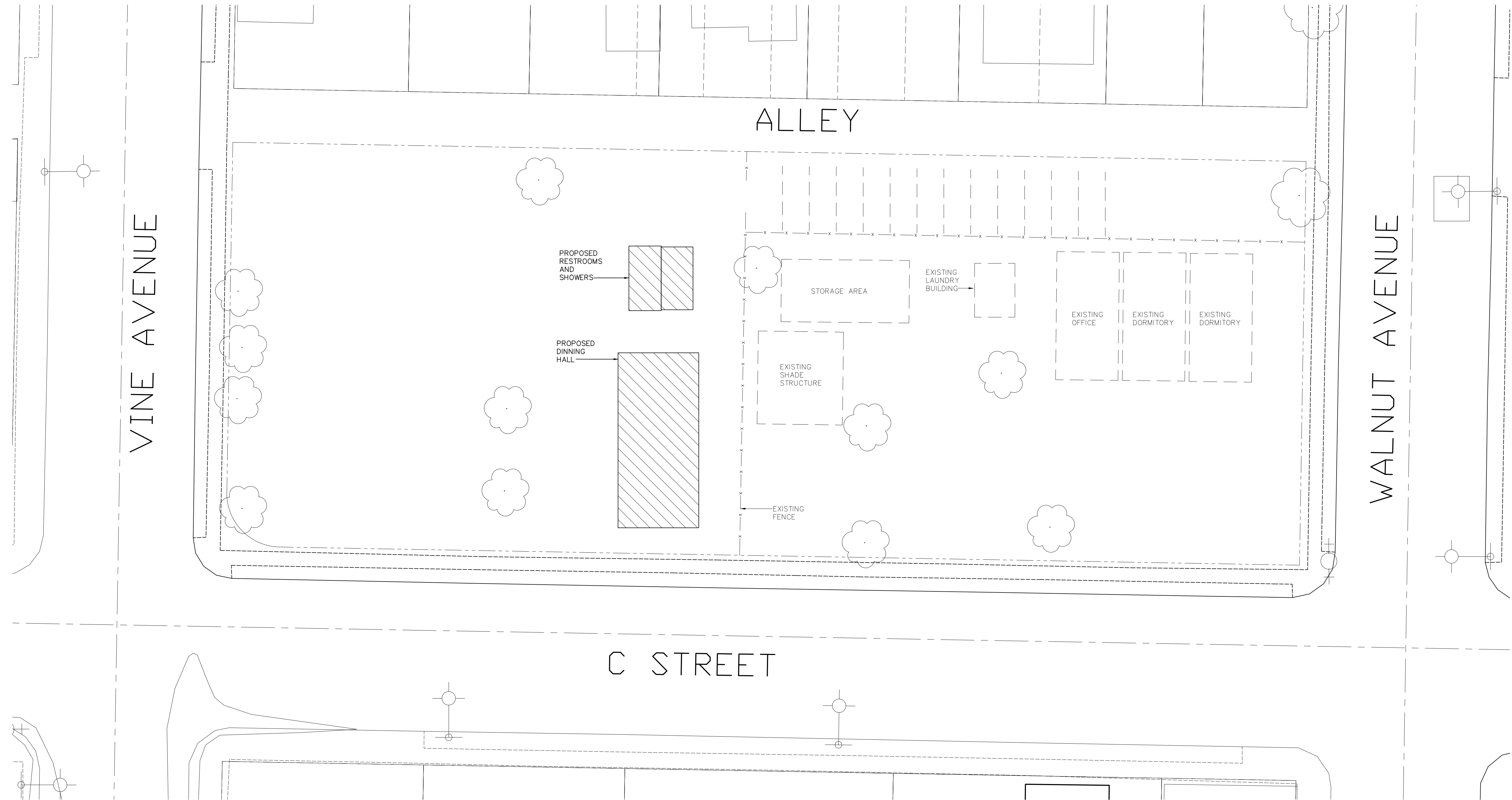
140 S C St

 Project Location

1 in = 500 feet



Date Printed: 6/27/2024 by the Community Development Department



CITY OF PORTERVILLE
ENGINEERING DIVISION
 291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7462

DESIGN BY	AC
DRAWN BY	AC
CHECKED BY	DC
DATE	08/24/2023

APPROVED BY: <i>Javier Sanchez, Jr.</i>	JUNE 23, 2020
ENGINEERING & PROJECT MANAGEMENT DIRECTOR	DATE
REVIEWED BY: <i>Daniel Cervantez</i>	JUNE 23, 2020
CITY ENGINEER	R.C.E. DATE

REVISION NO.	DATE

CITY OF PORTERVILLE NAVIGATION CENTER
OPTION 1

SHEET
1
 OF
1



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Advertise for Bids - Butterfield Stage Corridor Project

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Butterfield Stage Corridor Project. The project will develop an active transportation corridor of approximately 3.9 miles in length along the former Southern Pacific Railway line that will include solar lighting, water stations, benches, wayfinding, and controlled crossing systems.

The Engineer's Estimate of Probable cost for this project is \$16,781,566.00. An additional \$1,678,156 is necessary for construction contingency (10%) and \$1,678,156 is required for construction management, surveying, quality control, and inspection services (10%), equating to a total construction cost of \$20,137,878.

Funding for this project is an Active Transportation (ATP) grant in the amount of \$6,700,000 requiring a total amount of \$13,437,878 of the City's share of the Measure 'R' Alternate Transportation Funds to fully fund the project. Amended Supplemental Agreements and related resolutions for the Measure 'R' Alternate Transportation Funds will be brought back for Council authorization if necessary during the bid award process.

RECOMMENDATION: That the City Council:

1. Approve the staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922.

ATTACHMENTS:

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

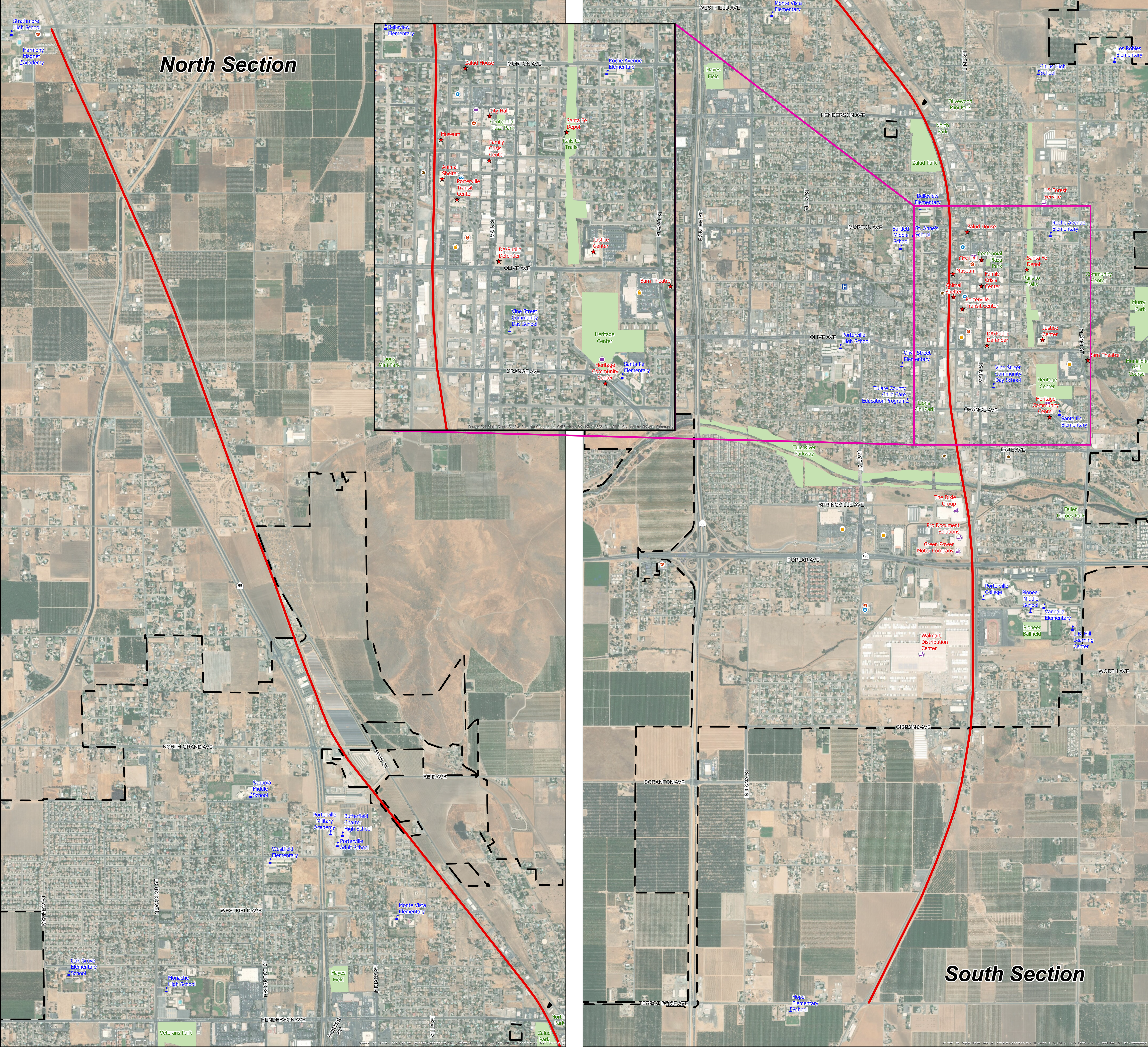
Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

Butterfield Stage Corridor



Butterfield Stage Corridor Preliminary Cost Estimate					
ITEM	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL
NO.				(\$)	(\$)
PART A (ATP ITEMS)					
A1	Mobilization & Demobilization	1	LS	250,000.00	250,000.00
A2	Furnish & Implement Traffic Control System	1	LS	100,000.00	100,000.00
A3	SWPPP, Stormwater Pollution Prevention Plan	1	LS	25,000.00	25,000.00
A4	Dust Control and Project Site Maintenance	1	LS	20,000.00	20,000.00
A5	Construction Notification Signs	3	EA	1,500.00	4,500.00
A6	Portable Changeable Message Signs (PCMS)	9	EA	1,000.00	9,000.00
A7	Miscellaneous Facilities and Operations	1	LS	50,000.00	50,000.00
A8	Furnish Utility Locating	1	LS	75,000.00	75,000.00
A9	Tree Removal, Clearing & Grubbing, Demolition, Soil Remediation	1	LS	100,000.00	100,000.00
A10	Reset Survey Monument to Grade	12	EA	750.00	9,000.00
A11	Sawcut & Remove Exist. Curb Ramp	2	EA	1,500.00	3,000.00
A12	Sawcut & Remove Exist. Drive Approach	4,018	SF	4.00	16,072.00
A13	Sawcut & Remove Exist. Curb & Gutter	1,467	LF	25.00	36,675.00
A14	Sawcut & Remove Exist. Sidewalk	4,433	SF	4.00	17,732.00
A15	Sawcut, Grind, and Remove Exist. Asphalt Concrete (F)	478	SY	20.00	9,560.00
A16	Remove Exist. AC Overlay (Olive, Putnam, Thurman, Morton Ave)	72	SY	10.00	720.00
A17	Hot Mixed Asphalt (Type A, 1/2" Gradation)	2,372	TON	140.00	332,080.00
A18	Class 2 Aggregate Base	3,647	TON	45.00	164,115.00
A19	Remove Exist. Trail Surfacing	17,367	SY	5.00	86,835.00
A20	Trail Earthwork	1	LS	875,000.00	875,000.00
A21	Benches	20	EA	6,200.00	124,000.00
A22	Shade Canopy with Solar Lighting	10	EA	80,000.00	800,000.00
A23	Trash Cans	10	EA	2,200.00	22,000.00
A24	Bike Racks	10	EA	620.00	6,200.00
A25	Removable Bollard	61	EA	850.00	51,850.00
A26	Permanent Bollard	12	EA	850.00	10,200.00
A27	Drinking Fountains	9	EA	4,100.00	36,900.00
A28	Trail Main Signage	3	EA	60,000.00	180,000.00
A29	Trail Info Signage	12	EA	1,800.00	21,600.00
A30	Gabion Wall	148	LF	110.00	16,280.00
A31	Decorative Fencing	227	LF	140.00	31,780.00
A32	Solar Trail Lights	197	EA	10,000.00	1,970,000.00
A33	Concrete Curb Ramp	26	EA	7,500.00	195,000.00
A34	4-Inch Stamped Concrete at Seating Areas	2,526	SF	18.00	45,468.00
A35	4-Inch Concrete at Seating Areas	1,952	SF	14.00	27,328.00
A36	4-Inch Concrete Sidewalk	8,223	SF	14.00	115,122.00
A37	6-Inch Concrete Drive Approach	732	SF	16.00	11,712.00
A38	8-Inch Concrete Drive Approach	3,673	SF	18.00	66,114.00
A39	6-Inch Decomposed Granite	851	SF	10.00	8,510.00
A40	Concrete Curb & Gutter	1,449	LF	45.00	65,205.00
A41	Concrete Retaining Curb	387	LF	35.00	13,545.00
A42	48-Inch Concrete Vee Gutter	73	LF	50.00	3,650.00
A43	Detectable Warning Panels	209	SF	50.00	10,450.00
A44	4-Inch Stamped Concrete at Drive Approaches	151	SF	18.00	2,718.00
A45	Rectangular Rapid Flashing Beacon (RRFB) and In Road Warning Light (IRWL) System (Orange Ave, Putnam Ave, Thurman St, Bellevue Ave,	6	EA	50,000.00	300,000.00
A46	Pedestrian Hybrid Beacon near College Ave Midblock	1	LS	250,000.00	250,000.00
A47	Pedestrian Hybrid Beacon near Vandalia Ave Midblock	1	LS	250,000.00	250,000.00
A48	Pedestrian Hybrid Beacon at Olive Ave Midblock	1	LS	250,000.00	250,000.00
A49	Pedestrian Hybrid Beacon at Morton Ave Midblock	1	LS	250,000.00	250,000.00
A50	Pedestrian Hybrid Beacon at Henderson Ave Midblock	1	LS	250,000.00	250,000.00
A51	Pedestrian Hybrid Beacon at Main St and Date Ave	1	LS	250,000.00	250,000.00
A52	Signing, Striping, and Pavement Markings - Trail	1	LS	10,000.00	10,000.00
A53	Signing, Striping, and Pavement Markings - Roadway	1	LS	75,000.00	75,000.00

A54	Landscape Architecture	1	LS	1,096,000.00	1,096,000.00
A55	Irrigation	1	LS	442,000.00	442,000.00
A56	Street Light 3" Conduit per SCE Plans and Specifications	1	LS	75,000.00	75,000.00
A57	Street Light Pull Boxes per SCE Plans and Specifications	1	LS	15,000.00	15,000.00
PART A (CITY ITEMS)					
A58	Unknown Underground Site Conflicts	1	LS	100,000.00	100,000.00
A59	Sawcut & Remove Exist. Curb Ramp and Adjacent Improvements (Olive & E St, Olive & D St, Morton & D St, Henderson & Main St)	15	EA	1,500.00	22,500.00
A60	Sawcut, Grind, and Remove Exist. Asphalt Concrete (Olive & E St, Olive & D St, Morton & D St, Henderson & Main St) (F)	269	SY	20.00	5,380.00
A61	Hot Mixed Asphalt (Type A, 1/2" Gradation)	117	TON	140.00	16,380.00
A62	Concrete Curb Ramp and Adjacent Improvements	15	EA	10,000.00	150,000.00
A63	18-Inch Storm Drain Pipe - PVC PS 115	623	LF	250.00	155,750.00
A64	36-Inch Storm Drain Pipe - Class III RGRCP	866	LF	350.00	303,100.00
A65	36-Inch Storm Drain Shut Off Valve	1	EA	5,000.00	5,000.00
A66	48-Inch Storm Drain Manhole	2	EA	10,000.00	20,000.00
A67	60-Inch Storm Drain Manhole	3	EA	15,000.00	45,000.00
A68	Adjust Storm Drain Manhole to Finished Grade	5	EA	1,500.00	7,500.00
A69	12-Inch Water Main - PVC C900 DR 18	3,266	LF	120.00	391,920.00
A70	16-Inch Non-Potable Water (NPW) Main - PVC C900 DR 18	18,703	LF	160.00	2,992,480.00
A71	16-Inch Non-Potable Water (NPW) Main - PVC C900 DR 14	203	LF	500.00	101,500.00
A72	16-Inch Non-Potable Water (NPW) Main - HDPE C906 DR 11	272	LF	500.00	136,000.00
A73	Casing End Seal	2	EA	500.00	1,000.00
A74	PVC to HDPE Adapter	2	EA	1,000.00	2,000.00
A75	24-Inch Welded Steel Encasement Pipe with Insulators	260	LF	500.00	130,000.00
A76	12-Inch Gate Valve	12	EA	3,500.00	42,000.00
A77	16-Inch Butterfly Valves	58	EA	5,000.00	290,000.00
A78	Blow-Off Assembly	2	EA	1,000.00	2,000.00
A79	Air Release / Vacuum Breaker Assembly	4	EA	12,000.00	48,000.00
A80	Emergency Call Boxes	20	EA	5,500.00	110,000.00
A81	Traffic Signal Modification to Video Detection System (Olive & E St, Olive & D St, Morton & D St, Henderson & Main St)	4	EA	175,000.00	700,000.00
A82	Traffic Signal Interconnect	1	LS	100,000.00	100,000.00
A83	60-Inch Culvert - Class III RCP	32	LF	1,200.00	38,400.00
A84	Structural Reinforced Concrete, Wingwalls, and Headwalls (F)	88	CY	2,500.00	220,000.00
A85	Concrete Barrier Type 842A	89	LF	275.00	24,475.00
A86	Thermoelastic 1/4 Mile Markers	14	EA	2500.00	35,000.00
Part A Subtotal					15,693,306.00
BID PART B SOUTH PHASE - COLLEGE AVENUE TO YATES STREET (CITY ITEMS)					
B1	Mobilization & Demobilization	1	LS	25,000.00	25,000.00
B2	Furnish & Implement Traffic Control System	1	LS	10,000.00	10,000.00
B3	SWPPP, Stormwater Pollution Prevention Plan	1	LS	5,000.00	5,000.00
B4	Dust Control and Project Site Maintenance	1	LS	5,000.00	5,000.00
B5	Construction Notification Signs	1	EA	2,500.00	2,500.00
B6	Portable Changeable Message Signs (PCMS)	1	EA	1,000.00	1,000.00
B7	Miscellaneous Facilities and Operations	1	LS	10,000.00	10,000.00
B8	Furnish Utility Locating	1	LS	10,000.00	10,000.00
B9	Tree Removal, Clearing & Grubbing, & Demolition	1	LS	10,000.00	10,000.00
B10	Reset Survey Monument to Grade	3	EA	750.00	2,250.00
B11	Hot Mixed Asphalt (Type A, 1/2" Gradation)	212	TON	140.00	29,680.00
B12	Class 2 Aggregate Base	540	TON	45.00	24,300.00
B13	Remove Exist. Trail Surfacing	1,715	SY	5.00	8,575.00
B14	Trail Earthwork	1	LS	68,000.00	68,000.00
B15	Removable Bollard	3	EA	775.00	2,325.00
B16	Trail Main Signage	1	EA	45,000.00	45,000.00
B17	Decorative Fencing	94	LF	110.00	10,340.00
B18	Drinking Fountain	1	EA	3,600.00	3,600.00
B19	Solar Trail Lights	19	EA	10,000.00	190,000.00
B20	Detectable Warning Panels	25	SF	50.00	1,250.00
B21	Signing, Striping, and Pavement Markings - Trail	1	LS	5,000.00	5,000.00

B22	Landscape Architecture	1	LS	197,000.00	197,000.00
B23	Irrigation	1	LS	74,000.00	74,000.00
B24	Unknown Utility Conflicts	1	LS	10,000.00	10,000.00
B25	16" Non-Potable Water (NPW) Main - PVC C900 DR 18	1,909	LF	160.00	305,440.00
B26	16" Butterfly Valves	3	EA	5,000.00	15,000.00
B27	Blow-Off Assembly	1	EA	1,000.00	1,000.00
B28	Air Release / Vacuum Breaker Assembly	1	EA	12,000.00	12,000.00
B29	Thermoelastic 1/4 Mile Markers	2	EA	2500.00	5,000.00
				Part B Subtotal	1,088,260.00
				Total (A+B)	16,781,566.00



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization to Award Contract - Main Street Reconstruction Project, Phase 2A (Garden Avenue to Putnam Avenue)

SOURCE: Engineering and Project Management

COMMENT: On July 8, 2024, staff received three bids for the Main Street Reconstruction Project, Phase 2A (Garden Avenue to Putnam Avenue). This project consists of the removal and replacement of existing asphalt. The project also includes the installation of a new barrier curb and gutter, detectable warnings, and conduit for fiber optic line.

The Engineer's Estimate of Probable Cost for the project was \$1,214,704.70. The low bid presented by Mac General Engineering, Inc of Exeter is \$1,322,219.00, which is \$107,514.3 higher than the Engineer's Estimate (8.85%). An additional \$132,221 is necessary for construction contingency (10%) and \$132,221 is required for construction management, surveying, quality control, and inspection services (10%); equating to a total construction cost of \$1,586,661.

Funding for this project is provided from Road Maintenance Rehabilitation Account (SB1/Special Gas Tax Funds) in an amount up to \$1,603,387. SB1 Funds remaining after this project is complete are to be applied to the Main Street Reconstruction Project, Phase 2B between Olive Avenue and Garden Avenue.

The bids are as follows:

Contractor	Bid Amount
MAC General Engineering, Inc. Exeter, CA	\$1,322,219.00
Granite Construction Company Fresno, CA	\$1,764,236.00
Cal Valley Construction Fresno, CA	\$2,154,088.00

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Main Street Reconstruction Project, Phase 2A (Garden Avenue to Putnam Avenue) to MAC General Engineering Inc. in the amount of \$1,322,219.00;
2. Authorize progress payments up to one hundred percent

- (100%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen costs;
 4. Authorize an additional \$132,221 for construction management, construction surveying, quality control and inspection services; and
 5. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #04-041922.

ATTACHMENTS: 1. Locator Map

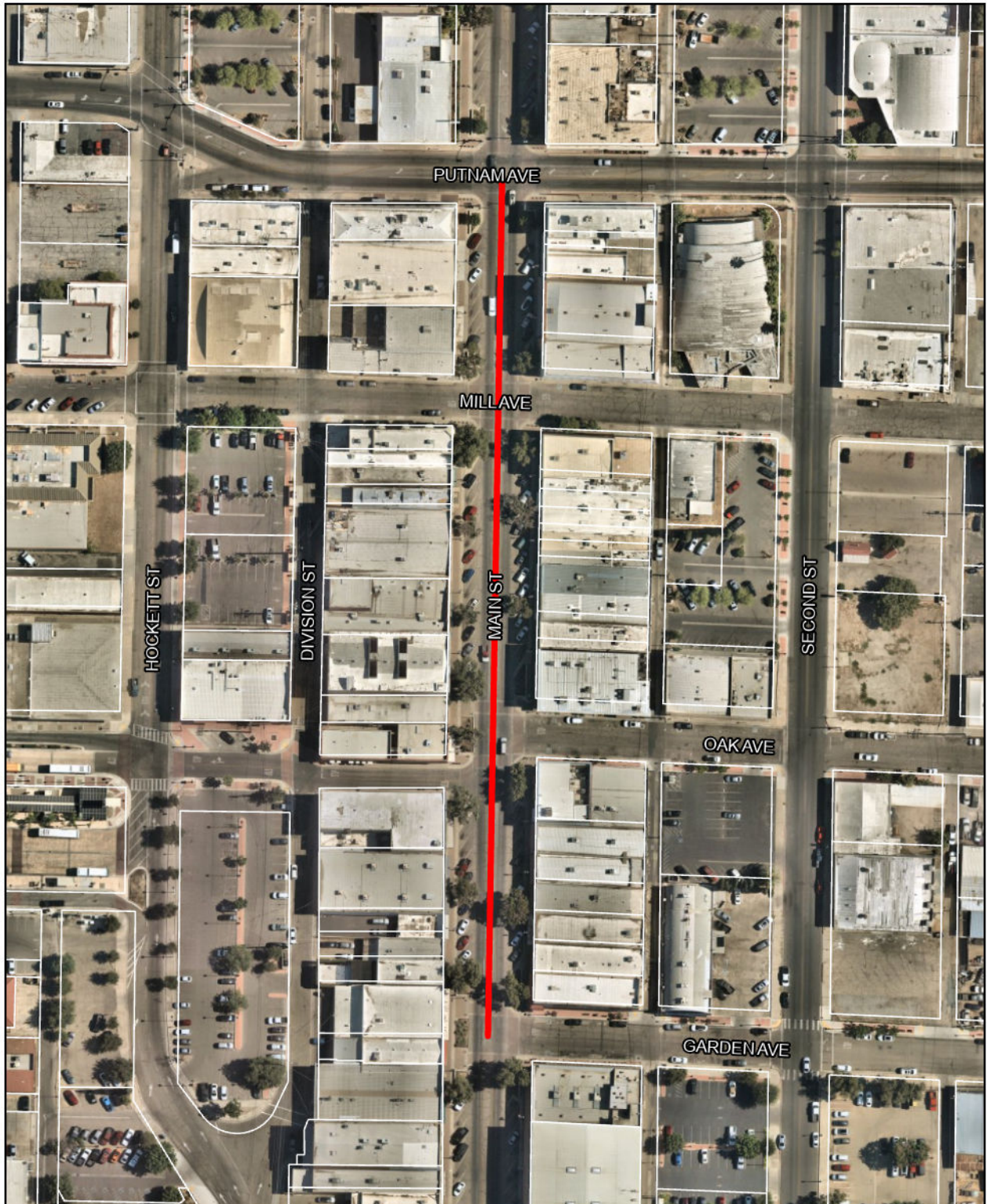
Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

Main Street Reconstruction Phases 2 Locator Map



— Project Location

1 in = 150 feet



Date Printed: 5/15/2024 by the Community Development Department



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization for Engineering Services - Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan

SOURCE: Public Works

COMMENT: As part of the CV-Salts Program, a Salt and Nitrate Control Program was approved by the Central Valley Regional Water Quality Control Board (Board) in May 2018. The program was developed to address widespread salt and nitrate pollution in the Central Valley. The City of Porterville Wastewater Treatment Facility (WWTF) received a Notice to Comply and was required to implement a Nitrate Control Program (NCP) prior to May 7, 2021.

In May 2021, The City of Porterville Wastewater Treatment Facility submitted a Notice of Intent (NOI) to the Board indicating the City had elected to be regulated under Pathway A - Individual Permitting Approach as a Category 5 discharger. The City contracted Carollo Engineers from the approved On-Call Engineering Services list to prepare the NCP which includes a Nitrate Assessment Report, Early Action Plan, Alternative Compliance Project and a request for an exemption for the City's wastewater discharge to meet the drinking water standard for nitrate. On July 7, 2021, the Board conditionally approved the Pathway A submittal, Nitrate Assessment Report, Early Action Plan, Alternative Compliance Project and request for exemption.

On January 30, 2024, The City received a letter from the Board indicating a Notice of Intent to Review the City's Pathway A Nitrate Assessment Report. The Board's conditional approval was contingent upon four requirements relating to (1) collection of additional hydrogeologic and monitoring data to support refinement of the groundwater model used to estimate the City's area of contribution; (2) re-evaluation of the groundwater monitoring network near the Reclamation Area; (3) expansion of the area of contribution; and (4) evaluation of the need for additional permitting in compliance planning.

At the City's request, Carollo Engineers provided a Response Letter to the Board's Notice of Intent to Review addressing items (1), (3), and (4). Item (2), the re-evaluation of the groundwater monitoring network near the Reclamation Area is required as many monitoring wells are dry and are no longer viable. In order to maintain long-term compliance with the Nitrate Control Program, the Board is requesting the City re-evaluate the groundwater monitoring well network coverage within the Reclamation Area and develop a plan to install replacement wells as needed. Given that Carollo Engineers developed the NCP for the City of Porterville, they are uniquely qualified to develop the Reclamation Area Monitoring Well Evaluation and Replacement Well

Item No. 20.

Installation Plan.

Carollo Engineers submitted a quote of \$34,980 for professional engineering services to complete the Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan. Funding for the project would be from the 2024/2025 Wastewater Treatment Facility Operating Budget.

RECOMMENDATION: That City Council:

1. Authorize the selection of Carollo Engineers to develop the Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan under the On-Call Engineering Services contract agreement for a sum not to exceed \$38,478 inclusive of a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a purchase order to Carollo Engineers for a do not exceed amount of \$38,478 inclusive of a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Carollo Engineers upon receipt of an invoice approved by the Public Works Director.

ATTACHMENTS: 1. Carollo - Scope of Work

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan

Project No.: 10656A00
Date: July 2, 2024
Prepared By: Jeff Stovall, PhD
Reviewed By: Anthony Cemo, PE
Subject: Scope of Work for Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan

1.0 INTRODUCTION

Under this Scope of Work, Carollo Engineers (Carollo) will provide professional engineering services to conduct an evaluation of the groundwater monitoring well network for the Reclamation Area and prepare a Replacement Well Installation Plan. Carollo will deliver the following services to the City of Porterville (City) under the terms of Professional Engineering Services for On-Call Engineering Services.

2.0 BACKGROUND

The City received a letter from the Central Valley Regional Water Quality Control Board (Board) dated January 30, 2024, granting conditional approval of the City's Path A Nitrate Assessment Report (Report) submittal for the City's Wastewater Treatment Facility in Tulare County. The Board's approval letter is contingent upon four additional requirements to be included in future permit revisions as enforceable requirements. The second of these requirements pertains to a "re-evaluation of the groundwater monitoring network near the Reclamation Area."

Specifically, the letter requests the City to provide, by August 1, 2024, "a monitoring well evaluation and replacement well installation plan." The City has requested an extension of the due date for work plan submittal to October 1, 2024 to allow adequate time for incorporation of groundwater monitoring data collected in the first and second quarters of 2024 into the analysis.

This Scope of Work includes services for Carollo to complete an evaluation of the existing monitoring well network and prepare a replacement well installation plan as directed by the Board. The professional services required to complete the project deliverables are described below.

3.0 SCOPE OF WORK

The conditional approval letter from the Board notes the following with regard to the Reclamation Area Monitoring Well Network:

According to the Report, the City will continue groundwater monitoring with the existing groundwater monitoring well network within the 15-year exception period. As currently designed, the existing groundwater monitoring well network provides sufficient coverage

of the Reclamation Area, however as stated in the Report many monitoring wells have been dry and are no longer viable. In order to maintain long-term compliance with the Nitrate Control Program, the City should re-evaluate the groundwater monitoring well network coverage within the Reclamation Area and develop a plan to install replacement wells as needed, especially within and near the area of contribution or where residents have opted out of having their wells sampled.

This Scope of Work addressed the Board's requirements to "re-evaluate the groundwater monitoring well network coverage within the Reclamation Area and develop a plan to install replacement wells as needed."

Task 1 – Monitoring Well Network Evaluation

In the conditional approval letter, the Board agrees with the assertion in the City's Nitrate Assessment Report that the existing groundwater monitoring well network provides sufficient coverage of the Reclamation Area; the stated concern is the need to install replacement wells for wells that have gone dry because of declining water levels in the aquifer. The Monitoring Well Network Evaluation will therefore be focused on an assessment of the dry wells to identify which well may need to be replaced with particular emphasis on wells located downgradient of effluent discharges at the Reclamation Area within the area of contribution.

Task 1.1 – Evaluate Existing Monitoring Well Conditions

The current monitoring well network at the Reclamation Area is comprised of 4 wells out of the 16 wells that were originally installed. In accordance with the provisions of the waste discharge requirement, the City collects groundwater level measurements and groundwater quality samples from these wells on a quarterly basis. Although water levels are measured in all wells quarterly, no recent water quality data are available for the remaining 12 wells. Limited historical data is available for 11 wells at the Reclamation Area with water level and water quality measurements. One well (MW-102) has been abandoned.

Carollo will coordinate with the City to evaluate the physical condition of the four active monitoring wells and identify potential issues and concerns. This task also includes reviewing groundwater quality data to help assess each monitoring well for non-structural issues that determine suitability or functionality for continued use (dry or expected to become dry in the near future, off-site influences on groundwater quality, contamination issues, etc.).

Task 1.2 – Determine Replacement Wells Needed to Maintain Network Suitability

Because the overall suitability of the network has already been determined, this analysis will be focused on identifying where replacement wells are needed to characterize upgradient groundwater and downstream impacts. The analysis will be based on the physical conceptual model in conjunction with discharge operations, observed seasonal variations in water levels, long-term water level trends, and trends in constituent concentrations.

The monitoring well network evaluation will identify gaps and locations and depths where new wells are needed and will determine which wells, if any, can be abandoned due to structural or functional problems,

or the perforated depth is not appropriate to meet the monitoring objectives. A table with accompanying map(s) will be produced that shows the existing monitoring wells to be included in the proposed network, existing wells to be removed from the monitoring program and properly destroyed, and the locations of new wells to be installed to meet monitoring objectives.

Task 1.3 – Monitoring Well Network Evaluation Technical Memorandum

Carollo will prepare a technical memorandum (TM) to be submitted to the Board documenting the monitoring well network evaluation and recommendations for replacement wells. It is expected that a nominal effort may be needed to address and respond to any comments from the Board.

Task 1 Deliverables

- Draft Monitoring Well Network Evaluation TM.
- Final Monitoring Well Network Evaluation TM.
- Revised Final (or Amendment) if needed following Board review.

Task 2 – Develop Replacement Well Installation Plan

Task 2.1 – Replacement Well Installation Plan

The plan will incorporate the findings from Task 1 into the following sections:

- General Information.
- Drilling Details.
- Monitoring Well Design.
- Well Development Procedures.
- Well Survey.
- Schedule for Completion of Work (including a schedule for replacement monitoring wells).
- Appendix: Groundwater Sampling and Analysis Plan.

Task 2.2 – Develop Well Specifications

Well specifications will be established based on expectations of the Board and considerations of the anticipated compliance criteria established in the Salt and Nutrient Management Plan. The monitoring well design criteria will include borehole diameter; casing and screen material, diameter, and centralizer spacing; type of well caps; anticipated depth of well, length of well casing, and length and position of perforated interval; thickness, position and composition of surface seal/sanitary seal, and intermediate bentonite seals (as applicable); anticipated screen slot size and filter pack; instrumentation and equipment; and wellhead security.

Task 2.3 – Respond to Central Valley Regional Water Quality Control Board Comments

It is expected that a nominal effort may be needed to address and respond to any comments from the Board.

Task 2 Deliverables

- Draft Replacement Well Installation Plan.
- Final Replacement Well Installation Plan.
- Revised Final (or Amendment) if needed following Board review.

4.0 CITY RESPONSIBILITIES

Because of the nature of this project, certain assumptions apply to this Scope of Work. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Work, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and Carollo. The following assumptions and City responsibilities apply to this project:

1. City staff will provide historical data relevant to the project. Data will be supplied in an electronic spreadsheet with discernible labels, units, and points of measurement.
2. The Carollo team shall be entitled to rely upon the accuracy of the data and information supplied by City staff without independent review or evaluation.
3. City staff will provide all required information and review comments within the period established in the schedule contained in this Scope of Work. The schedule is based on timely receipt of data and review comments from City staff.
4. City staff shall attend all meetings to maintain the progress of the project according to the schedule.
5. City staff shall review draft deliverables and provide comments within a two-week period.

5.0 FEE

The method of payment for this project is lump sum. Total compensation for the services performed shall be \$34,980. The City shall pay Carollo in monthly installments based upon monthly progress reports of the percentage of work completed and invoices submitted by Carollo for services performed. Exhibit A provides a breakdown of the fee by task and personnel.

6.0 SCHEDULE

The draft TM and Well Installation Plan will be completed by August 31, 2024. The final documents will be completed by September 20, 2024 for submittal to the Board by October 1, 2024. If the Board requires any revisions or concerns to address following their review of the workplans, Carollo will address the comments within the schedule dictated by the Board.

City of Porterville

Reclamation Area Monitoring Well Evaluation and Replacement Well Installation Plan

Task	Carollo Labor											Total
	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technicians (GIS, Graphics)	Document Processing	Carollo Labor Hours	Other Direct Costs	PECE	Carollo Subtotal	Markup	Rounded Total
	\$324	\$308	\$262	\$208	\$156	\$133			\$ 15		10%	
Task 1. Response to comments from the Regional Board							70	\$ -	\$ 1,050	\$ 20,506	\$ -	\$ 20,500
1.1 Evaluate Existing Monitoring Well Conditions		16					16		\$ 240	\$ 5,168	\$ -	\$ 5,170
1.2 Determine Replacement Wells Needed		16	8				24		\$ 360	\$ 7,384	\$ -	\$ 7,380
1.3 Monitoring Well Network Evaluation TM	2	12	8			8	30		\$ 450	\$ 7,954	\$ -	\$ 7,950
Task 2. Develop Replacement Well Installation Plan							56	\$ -	\$ 840	\$ 14,474	\$ -	\$ 14,480
2.1 Replacement Well Installation Plan	2	8	16			8	34		\$ 510	\$ 8,878	\$ -	\$ 8,880
2.2 Develop Well Specifications		4	8			4	16		\$ 240	\$ 4,100	\$ -	\$ 4,100
2.3 Respond to RWQCB Comments		2	2			2	6		\$ 90	\$ 1,496	\$ -	\$ 1,500
Total, Tasks 1-2							126	0	1890	34980	0	\$ 34,980.0



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Acceptance of Project - Fire Station 72 Classroom Remodel Project

SOURCE: Engineering and Project Management

COMMENT: TMJ Construction Inc. has completed the Fire Station 72 Classroom Remodel Project per plans and specifications. This project included the remodeling of the existing restrooms for accessibility, the construction of independent shower stalls, and the creation of a breakroom/kitchen. This project also included items that were contracted direct with separate vendors for the relocation of the existing data and network cabling and rack as well as the existing fire alarm and the installation of a new audiovisual system in the classrooms.

Staff tracks construction costs of all Capital Improvement Projects and reports construction expenditures when the project is accepted by City Council. At its meeting on September 19, 2023, the Council authorized an expenditure of \$745,880 for construction, construction management, and quality control and inspection services. The following itemizes the construction related costs into two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

1. Final Construction Cost is \$698,143.80
2. Construction management, quality control, and inspection service costs are \$6,366.10

Total construction costs equate to \$704,509.90, which is less than the \$745,880 overall budget approved by Council at the time of award. Funding for this project is Measure H.

TMJ Construction Inc. requests that the Council accept the project as complete. Staff has reviewed their work and found it acceptable. All of the work through direct contract with separate vendors is also complete except for the audio-visual system installation in the smaller classroom; the value of this work totals \$41,450 and is included in the overall construction costs reported above. The completion of this work has no impact on the work completed by TMJ Construction Inc, and would not prevent the City Council from accepting the remodel project.

RECOMMENDATION: That the City Council:

1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerk.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

DISCLAIMER

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

S1/2 OF NW1/4 SEC.27, T.21S., R.27E., M.D.B.&M.

Tax Area Codes 251-36

004-000 004-130
004-150 004-167

(35)

W1/4 COR. NW1/4

GRAND AVE

PROPERTY LINE 2,613.05' - 0"

AVE. 158

GRAND AVE

PROPERTY LINE 2,613.05' - 0"

E1/4 COR. NW1/4

1" = 200'

BASIS OF BEARINGS:
DOC# 2013-0039534

(10)

(9)

PROSPECT ST.

PROPERTY LINE 1,243.39' - 0"

R.M. 3-34

CTR. SEC

CITY OF PORTERVILLE
WATER TREATMENT FACILITY
CNG FACILITY

SITE

76

(1)
73.61 AC.

77

78

PORTER SLOUGH

2601.43'

MORTON AVE.

MORTON AVE.

W1/4 COR.

(32)

(25)

POR. PIONEER LAND CO.'S FIRST SUBDIVISION, R.M. 3-34
POR. RECORD OF SURVEY, L.S. 21-68 (POR. TOWNSHIPS 21 & 22, RANGES 27 & 28)

CITY OF PORTERVILLE
ASSESSOR'S MAPS BK. 251 , PG. 36
COUNTY OF TULARE, CALIFORNIA, U.S.A.

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

2013-0039534	12/27/2013	JRS
REVISION	DATE	TECH



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Fund Claim for the Fiscal Year 2023-2024

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of federal Regional Surface Transportation Program (RSTP) funds in exchange for State Highway Account funds from the Tulare County Association of Governments (TCAG). For Fiscal Year 2023-2024, the amount of RSTP funds available to claim from TCAG is \$389,025.

In order for the City to receive distribution of RSTP funds, TCAG requires a Resolution of the City Council authorizing a specific person to file the claim form. Attached is a draft Resolution authorizing the Finance Director to sign and submit the claim to TCAG for RSTP funds in the amount of \$389,025 for Fiscal Year 2023-2024.

RECOMMENDATION: That the City Council authorize and direct the Finance Director to sign and submit the Fiscal Year 2023-2024 Regional Surface Transportation Program (RSTP) Exchange funds claim to the Tulare County Association of Governments on behalf of the City in the amount of \$389,025.

ATTACHMENTS:

1. Draft Resolution
2. Regional Surface Transportation Program Claim Form

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE FINANCE DIRECTOR
TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2023-2024

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2023-2024 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2023-2024 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2024) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2023-2024 for the City of Porterville is \$389,025; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2023-2024 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2023-2024 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2023-2024 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Finance Director to sign the Fiscal Year 2023-2024 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Finance Director to sign and submit the above-described Fiscal Year 2023-2024 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of \$389,025.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2023/2024**

Claimant: **City of Porterville**

FY 2023/2024 Claim Amount: **\$389,025**

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Cold mix and AC pavement overlay program.	\$389,025	☐	☒
2.	\$	☐	☐
3.	\$	☐	☐
4.	\$	☐	☐

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2023/2024**

Claimant: **City of Porterville**

FY 2023/2024 Claim Amount: **\$389,025**

It is understood by **City of Porterville**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Finance Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Executive Director, TCAG

Print Name



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Approving Resolution for Transportation Development Act (TDA) Claim FY 2024

SOURCE: Public Works

COMMENT: The Transportation Development Act (TDA) was passed in 1971 providing transit funding for local agencies from two sources: The Local Transportation Fund (LTF), derived through a 1/4 cent general sales tax collected statewide; and the State Transit Assistance (STA) Fund, derived from a statewide sales tax on gasoline and diesel fuels and augmented by funds received via Senate Bill 1 (SB 1).

The Tulare County Association of Governments (TCAG) approves the apportionments for transit services for each fiscal year (FY), accounting for transfer agreements between agencies. TCAG reviews the claims and instructs the County Auditor on the payment of funds to each respective agency.

Many requirements exist for approving claims, including items such as an adopted transit budget, farebox recovery ratios, vehicle safety inspection reports, and compliance with fiscal and performance audits. In addition, the 2024 update to the TDA Claims Manual requires agencies to: 1) submit a resolution for the proposed claim or a resolution of concurrence from the agency contributing to the proposed claim; 2) submit a draft Short Range Transit Plan (SRTP) by July 1, 2025; and 3) fully utilize available Federal Transit Administration (FTA) Section 5307 and STA funds before LTF can be used as a local match.

For FY 2024, staff prepared a draft resolution for operating and capital projects, which includes \$1,022,347.91 in STA funds and \$1,497,284 in LTF funds. These funding amounts are based on the adopted FY 2024 transit budget.

RECOMMENDATION: That the City Council approve the draft resolution for Transportation Development Act (TDA) claim for fiscal year 2024.

ATTACHMENTS: 1. Draft Resolution 2024 TDA Claim

Appropriated/Funded:

Review By:

Department Director:

Item No. 23.

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 FOR
FISCAL YEAR 2024-25 TRANSPORTATION DEVELOPMENT ACT CLAIM**

WHEREAS, pursuant to Government Code Section 66500 et seq., the Tulare County Association of Governments ("TCAG") is the regional transportation planning agency for Tulare County; and

WHEREAS, the Mills-Alquist-Deddeh Act ("Transportation Development Act" or "TDA"), Public Utilities Code Section 99200 et seq., makes certain retail sales tax revenues available to eligible claimants for public transportation projects and purposes; and

WHEREAS, TCAG is responsible for the allocation of TDA funds to eligible claimants within the Tulare County region; and

WHEREAS, the City of Porterville is an eligible claimant of TDA funds; and

WHEREAS, the City of Porterville's fiscal year 2024-25 transit budget lists the amounts of and purposes for the fiscal year 2024-25 TDA allocations requested by the City of Porterville, and is from time-to-time revised.

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve an allocation request of fiscal year 2024-25 TDA funds in the amounts of \$1,022,347.91 in State Transit Assistance and \$1,497,284 in Local Transportation funds allocated under this resolution, subject to the TCAG 2024 TDA Claims Manual.

PASSED, APPROVED AND ADOPTED this 16th day of July 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Renewal of HR Test Rental and Use Agreement Between City of Porterville and CPS HR Consulting

SOURCE: Administrative Services

COMMENT:

As a public agency, the City hires personnel via a merit-based civil service selection system, which generally includes a minimum qualification application review process, written examination, and panel interview. Protecting against adverse impact and ensuring the validity and reliability in this process is critical. In order to achieve this and maintain the integrity of its recruitment process, the City utilizes the services of CPS HR Consulting.

The City's contract with CPS HR Consulting expired in June 2024. The terms of the proposed two-year agreement remain the same with no annual fee, nor any increase in costs for the bank of tests that the City utilizes. It is important to note that the agreement requires that the City pay a rental fee for only those tests it uses. A copy of the proposed agreement is provided herein for City Council's consideration.

RECOMMENDATION: That the City Council authorize a two-year renewal of the Test Rental and Use Agreement with CPS HR Consulting, and authorize the Administrative Services Director to sign on behalf of the City.

ATTACHMENTS: 1. CPS HR Agreement

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement (“Agreement”) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (“CPS HR”) and the Agency or Organization named in the signature block at the end of the Agreement (“Client”).

- A. Purpose.** This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

- C. Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

- D. Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve

evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

- (a) **Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
- (b) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
- (c) **On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. **Ordering Testing Materials and Scheduling of Examinations.**

- (a) **Test Rental Division:**
 - (i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
 - (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.
- (b) **On-line Testing:**
 - (i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
 - (ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. **After the test date.**

(a) **Test Rental Division:**

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) **On-line Testing:**

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

- 1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
- 2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services and Exhibit D for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
- 3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
- 4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to E.3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.
- 5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
- 6. Credits. For each unopened package of stock exams that is returned, a \$35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. **Test Materials.**

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. **Answer Sheets.**

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.

- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
- 3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.
- 4. Client is responsible for making determinations regarding the merit of candidate appeals. CPS HR can assist with researching candidate appeals at the specified hourly rate.

I. Legal Proceedings Involving Test Materials.

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request as soon as possible, and well before a response is due.
- 2. Upon CPS HR Request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

- 1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
- 2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately

upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
 - (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
 - (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement, The RFP, response and purchase order, constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

**Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority**

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: Yuliana Andrade

Title: Administrative Services Director

Phone: (559) 782-7444

Email: yandrade@ci.porterville.ca.us

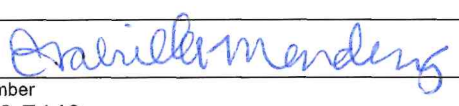
Date: _____

Exhibit A

Authorized Representative(s) *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title Aileen Calderon, Human Resources Aide	Signature 
E-mail Address acalderon@ci.porterville.ca.us	Phone Number (559) 782-7465

Name, Title Griselda Hurtado, Administrative Analyst	Signature 
E-mail Address ghurtado@ci.porterville.ca.us	Phone Number (559) 782-7443

Name, Title Gabriela Mendez, Clerical Assistant II	Signature 
E-mail Address gmendez@ci.porterville.ca.us	Phone Number (559) 782-7449

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title Yuliana Andrade, Administrative Services Director		
Agency City of Porterville		
Street Address, City, State, Zip 291 N Main St. Porterville, CA 93257		
E-Mail yandrade@ci.porterville.ca.us	Phone Number (559) 782-7444	Fax Number (559) 782-7452

III. Physical Address

Agency / Department Name City of Porterville, Administration Department
Street Address, City, State, Zip 291 N Main St. Porterville, CA 93257

Exhibit B
CPS HR Test Rental Division Rates
Effective April 2023 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	\$295.00	\$595.00	\$1295.00	\$350.00
1-100 Candidates (per candidate)	\$10.00	\$14.00	\$15.00	\$11.00
101-500 Candidates (per candidate)	\$9.50	\$13.00	\$14.00	\$10.50
501+ Candidates (per candidate)	\$9.00	\$12.00	\$13.00	\$10.00
New Item Writing/Entry	N/A	N/A	\$40 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	Online Practice Test
\$3.00 if purchased by client \$5.00 if purchased by candidate	\$10.00 if purchased by client \$15.00 if purchased by candidate

*CPS HR will apply a credit of \$35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test order** (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing						
	Stock Tests*	Semi-Stock Tests*	Agency Tests*	Custom Tests*	Unproctored Tests	eSkill Tests
Administrative Set Up Fee (per order)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
One Time Exam Set Up Fee**	N/A	\$595.00	\$350.00	\$1295.00	N/A	N/A
Per Candidate Fee	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Title Change (optional)	\$25.00	N/A	N/A	N/A	N/A	N/A
Additional Supplement (optional)	\$50.00	N/A	N/A	N/A	N/A	N/A

* Exams must be administered in a proctored environment.

** The one-time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

Exhibit C
CPS HR Special Services
Effective April 2023 - Subject to Change

Online Testing With Remote Proctor Services	
	Agency Price
Administrative Set Up Fee (per order)*	\$185.00
1 hour test (per candidate)	\$38.50
1 – 2 hour test (per candidate)	\$46.00
2 – 3 hour test (per candidate)	\$54.75
Over 3 hour test (per candidate)	\$63.50

**A one-time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.*

SPECIAL SERVICES	
Candidate Appeals Support	\$130.00 per hour
Cover Change – Stock Exams Only	\$100.00 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	\$30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	\$30.00 per order (online review copies are provided at no charge)
Scoring Keys	\$25.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	\$295.00 Base Fee + \$120.00 per candidate (Professional Scoring Included)
Stock Supplements	\$3.00 per book when ordered with a Stock test
Supplemental Orders	\$25.00 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	\$350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Candidate Pay of Remote Proctor Fees	CALL FOR DETAILS
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time \$130/hour Technician Time \$ 75/hour

Exhibit D

CPS HR On-line Personality Test Pricing Schedule Effective April 2023 - Subject to Change

PERSONALITY TEST	
Report Option	Price Per Candidate
General Employability Report (if used with stock exam)	\$7.50
General Employability Report (if used without a stock exam)	\$10
Advantage Report	\$15
Express Report	\$56
Potential Report	\$160
Challenge Report	\$160
Values Report	\$160
Leader Basis	\$205
Leadership Forecast (includes Potential, Challenge and Values reports)	\$425
Coaching Report	<i>Free with order of Leadership Forecast Report</i>

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Acceptance of the University of California, Davis, Grant for Spay/Neuter of Cats and Dogs

SOURCE: Police

COMMENT: In December 2022, the Porterville Animal Shelter was awarded a grant from the University of California, Davis, in the sum of \$50,000 for the spaying/neutering of cats and dogs. The grant concluded in December 2023, with all funds expended. In June 2024, the Porterville Police Department was notified that an additional \$89,740 was awarded to the Porterville Animal Shelter for spaying/neutering of cats and dogs, along with a small allocation of included funds to be utilized for the purchase of cat traps.

The Davis Campus School of Veterinary Medicine administers the grant on behalf of its Koret Shelter Medicine Program. The grant focuses on decreasing euthanasia, reducing the community cat population, and increasing pet adoptions. The proposed grant will fund the spay/neuter program through June 6, 2025.

RECOMMENDATION: That the City Council accept the grant from the University of California, Davis, in the amount of \$89,740.00.

ATTACHMENTS: 1. UC Davis Grant for Spay and Neuter of Dogs and Cats

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

UC Davis Purchase Agreement # UCDPO00049333
Formerly UC Davis Agreement # A71400
Amendment # 1

FIRST AMENDMENT TO SHELTER SERVICES AGREEMENT
(Porterville Animal Shelter)

THIS FIRST AMENDMENT is made to the University of California, Davis campus agreement # A71400 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and PORTERVILLE ANIMAL SHELTER (“**Shelter**”). Purchase Order # UCDPO00049333 replaces Purchase Agreement # A71400.

The parties to the above-referenced agreement agree as follows:

1. Terms. The term of the agreement shall be amended to extend through June 6, 2025. “Exhibit A-1”, attached hereto and incorporated herein, reflects updated scope.
2. Payment by University: Payment by the Facility is increased by \$89,740.00. The total not to exceed amount for the Agreement shall now read \$139,740.00.
3. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

PORTERVILLE ANIMAL SHELTER

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Erika Jiron
Print Name: Erika Jiron
Title: Animal Control Supervisor
Date: 6/26/24

By: Steven Kobayashi
Steven Kobayashi
Associate Director
Procurement & Contracting Service
UC Davis
Date: June 18, 2024

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the University of California, ou=Procurement & Contracting Services, email=stkobayashi@ucdavis.edu, c=US
Date: 2024.06.18 09:17:49 -0700

Porterville Animal Shelter

- Organization Contact:
 - Kaja Gula-Thomas: kgulathomas@gmail.com

Updated SOW & Additional Funding

- **Extend term to 6/6/2025**
- **Awarding an additional \$89,740**

Cat traps = \$1,740

Spay/neuter services = \$88,000

SHELTER SERVICES AGREEMENT
(Porterville Animal Shelter)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and PORTERVILLE ANIMAL SHELTER (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$50,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from December 15, 2022 through December 14, 2023.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Valerie A. Roque
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Kaja Gula-Thomas
Volunteer, Grant Writer
Porterville Animal Shelter
23611 Rd 196
Lindsay, CA 93247
E-mail: kgulathomas@gmail.com

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
13. **Governing Law.** This Agreement shall be construed pursuant to California law.
14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be

subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

15. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
16. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
17. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

PORTERVILLE ANIMAL SHELTER

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Enika Jiron
(authorized signature)

Print name: Enika Jiron

Title: CSOII Shelter manager

Date: 12/27/22

Steven Kobayashi
By: Steven Kobayashi
Digitally signed by Steven Kobayashi
Date: 2023.01.04 16:35:56 -08'00'

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date: January 4, 2023

Exhibit A

Scope of Work

1. Purpose of the work: *Porterville Animal Shelter will provide spay/neuter surgeries for 300 dogs and 500 cats.*
2. Roles and responsibilities of each party: *Porterville Animal Shelter will spay/neuter 300 dogs and 500 cats, which will decrease euthanasia, reduce community cat populations, and increase adoptions. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of December 15, 2022 through December 14, 2023.*
4. Location where work will be performed: *23611 Rd 196, Lindsay, CA 93247*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer. Organization is asked to keep track of the total number of surgeries per species used with grant funds, number of veterinary and nonveterinary staff trained, total amount spent on supplies and equipment, and number of spay/neuter events held.*
6. Project milestones: *Program pilot to be completed by December 14, 2023.*
7. Total cost of the services: *Total of services not to exceed \$50,000. No construction costs will be funded through this grant.*

Items:

- | | |
|--|----------|
| • 300 dog spay/neuter surgeries at \$100 | \$30,000 |
| • 500 cat spay/neuter surgeries at \$40 | \$20,000 |

Total expenses: \$50,000

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorizing FY 2024 State of Good Repair (SGR) Project

SOURCE: Public Works

COMMENT: The Road Repair and Accountability Act of 2017, approved by the California State Legislature as Senate Bill 1 (SB1), provides transportation funding over the next decade to repair highways, bridges, and local roads and improve transit service. SB1 also provides approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. The City's share of these funds, which is referred to as the SB1 State of Good Repair Grant Program, is \$113,598.55 for FY 2024-25. The SB1 State of Good Repair Grant Program, which is administered by the California Department of Transportation, Division of Rail and Mass Transportation (Caltrans), is funded from a portion of a new Transportation Improvement Fee on vehicle registrations beginning in 2018.

If approved, staff will submit an application to Caltrans requesting \$113,598.55 in FY 2024-25 SB1 State of Good Repair Grant Program funding to rehabilitate the Transit Center. Staff also intend to apply for additional funds in future years for the duration of the SB1 State of Good Repair Grant Program. Prior to receiving allocations of SB1 State of Good Repair Grant Program funding, the City must submit a Resolution authorizing the agent, Authorized Agent Form, and Grant Assurances Form to Caltrans.

RECOMMENDATION: That the City Council adopt the draft resolution authorizing the Director of Transportation to execute for and on behalf of the City any actions necessary for the purpose of obtaining SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State of Good Repair program, and authorizing the Mayor to execute the Authorized Agent Form required under the program.

ATTACHMENTS:

1. Draft Resolution
2. SGR Certifications and Assurances
3. Authorized Agent Form

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
AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO EXECUTE ANY
ACTIONS NECESSARY FOR THE PURPOSE OF OBTAINING STATE TRANSIT
ASSISTANCE STATE OF GOOD REPAIR FUNDS FOR TRANSIT
INFRASTRUCTURE REPAIR AND SERVICE IMPROVEMENTS, AND
AUTHORIZING THE MAYOR TO EXECUTE THE AUTHORIZED AGENT FORM**

WHEREAS, the City of Porterville is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Porterville agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects; and

WHEREAS, the City of Porterville wishes to delegate authorization to execute these documents, any amendments thereto, and all other related, necessary instruments, to the Director of Transportation; and

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and authorize the Mayor to execute the Authorized Agent form, and the Director of Transportation is hereby authorized to execute for and on behalf of the City of Porterville any actions necessary for the purpose of obtaining State Transit Assistance of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State Transit Assistance (SB1) State of Good Repair program.

PASSED, APPROVED AND ADOPTED this 16th day of July 2024.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

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

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Porterville.

Effective Date: July 16, 2024.

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF PORTERVILLE

BY: _____
Richard Tree, Director of Transportation

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

Division of Rail and Mass Transportation**State Transit Assistance State of Good Repair Program****Authorized Agent Form**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Richard Tree, Director of Transportation

OR

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

AS THE

MAYOR

(Chief Executive Officer / Director / President / Secretary)

OF THE

CITY OF PORTERVILLE

(Name of County/City Organization)

Martha A. Fores

(Print Name)

Mayor

(Title)

(Signature)

Approved this 16th day of July, 2024



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Sewer Utility Districts Annual Assessments Fiscal Year 2024-2025

SOURCE: Engineering and Project Management

COMMENT: At its meetings on April 16, 2013, October 15, 2013, February 3, 2016, and September 4, 2018, the City Council conducted Public Hearings for the formal formation of the Sewer Utility Districts for Areas 458, 455 A, 459 A & C, and 456 A, B & C and E. Henderson Avenue respectively. These four districts were completed by the City and Resolutions were approved to send the annual assessments to the Tulare County Auditor-Controller/Treasurer-Tax Collector office for repayment to the City.

The assessments, once approved by the Council, are placed upon the tax bill benefiting property owners as a special assessment, and collected by Tulare County. The assessment process must be fully filed with Tulare County by August 12, 2024, for the 2024-2025 tax year. Tulare County requires annual Resolutions from the Council in order to accept the annual assessments. Assessments are based on the final construction costs, sewer laterals and construction management.

Area 455 A Sewer Utility Districts Assessment includes 216 parcels at a total assessed cost of \$42,435.32. This upcoming fiscal year is also the eleventh year of the 30-year Assessment period.

Areas 456 A, B, & C and E. Henderson Avenue Assessment includes 199 parcels at a total assessed amount of \$62,549.08. This is the fifth year of the 30-year Assessment period.

Area 458 Sewer Utility District Assessment includes 381 parcels at a total assessed amount of \$82,757.36. The upcoming fiscal year will be the eleventh of the 30-year Assessment period.

Areas 459 A & C Sewer Utility Districts Assessment includes 319 parcels at a total assessed amount of \$56,621.12. This is the ninth year of the 30-year Assessment period.

The Districts were formed to allow property owners to reimburse the City over thirty (30) years at three percent (3%) interest. The total amounts received from prior year assessments as well as voluntary pre-payments are as follows:

Fiscal Year	Assessment	Voluntary Pre-	Current
	Assessments Revenue	Payments	Delinquencies
2014/2015	\$126,276.45	\$130,032.42	\$0.00

Item No. 27.

2015/2016	\$126,603.98	\$69,048.43	\$0.00
2016/2017	\$185,168.18	\$15,259.88	\$0.00
2017/2018	\$184,126.14	\$21,973.81	\$329.06
2018/2019	\$182,802.54	\$4,003.33	\$451.20
2019/2020	\$182,032.68	\$69,693.20	\$573.34
2020/2021	\$242,809.69	\$20,315.12	\$2,129.16
2021/2022	\$241,853.30	\$6,431.26	\$3,437.12
2022/2023	\$241,278.85	\$9,373.03	\$4,007.33
2023/2024	\$236,777.36	\$4,871.09	\$7,990.28
Totals:	\$1,949,729.17	\$351,001.57	\$18,917.49

Staff is recommending that the City Council adopt the attached draft Resolutions approving the annual assessments for the 2024-2025 tax year.

RECOMMENDATION: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2024-2025 Tax Year.

ATTACHMENTS:

1. Attachment A - Direct Charge (Special Assessment) Control
2. Attachment B - Authority to Approve Direct Charge (Special Assessment) Charges
3. Attachment C - Compliance Certification and Hold Harmless Statement
4. Draft Resolution - Area 455 Special Assessments
5. Draft Resolution - Area 456 Special Assessments
6. Draft Resolution - Area 458 Special Assessments
7. Draft Resolution - Area 459 Special Assessments
8. Locator Map - Area 455
9. Locator Map - Area 456
10. Locator Map - Area 458
11. Locator Map - Area 459

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: July 16, 2024

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM: **Agency** City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Daniel Cervantez, (559) 782-7462

Hours Contact Person is available M-F 8:00 am-5:00 pm

E-mail (if available) dcervantez@ci.porterville.ca.us

Check items included:

- X 1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.
- X 2. Change authorization sheet.
3. Parcel listing. (not required if submitting electronically)

Fund/Charge Control

<u>Tax Code</u>	<u>Fund Name</u>	<u>Parcel Count</u>	<u>Amount</u>
<u>52531</u>	<u>PTV455SEWER</u>	<u>216</u>	<u>\$42,435.32</u>
<u>52531</u>	<u>PTV456SEWER</u>	<u>199</u>	<u>\$62,549.08</u>
<u>52531</u>	<u>PTV458SEWER</u>	<u>381</u>	<u>\$82,757.36</u>
<u>52531</u>	<u>PTV459SEWER</u>	<u>319</u>	<u>\$56,621.12</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Attach additional control sheets if necessary.

TULARE COUNTY AUDITOR-CONTROLLER

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT)
CHANGES

DISTRICT/AGENCY City of Porterville

The following persons are authorized to approve changes to our Agency’s Special Assessment:

<u>TYPED NAME</u>	<u>SAMPLE SIGNATURE</u>
Patrice Hildreth	
Daniel Cervantez	

<u>Agency Official</u>	<u>7/16/2024</u>
<u>City Engineer</u>	<u>Date</u>
Title	

Attachment C

Compliance Certification and Hold Harmless Statement

The City of Porterville certifies the following:

I have read and am familiar with the requirements of Article XIIC and XIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying this submission to the County Auditor-Controller for inclusion on the secured property tax roll are in compliance with the law.

Article XIIC. Sec. 2 c. “Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision b.”

Article XIIC. Sec. 2 d. “No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.”

Article XIID. Sec. 5. “...this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article.”

Article XIID. Sec. 6 d. “Beginning July 1, 1997, all fees or charges shall comply with this section.”

In addition, the City/District agrees that it shall be solely liable and responsible, and will defend and hold the County harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City/District by the County; and

The City/District shall be solely liable and responsible, and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

Approved by the governing Board on July 16, 2024
Date

Patrice Hildreth, City Manager

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, Patrice Hildreth, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 16th day of July, 2024.

ATTEST:

Patrice Hildreth, City Clerk

Martha A. Flores, Mayor

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 456 A, B & C, and E Henderson Ave Sewer Utility District was completed on September 4, 2018; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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PASSED, APPROVED AND ADOPTED, this 16th day of July, 2024.

ATTEST:

Patrice Hildreth, City Clerk

Martha A. Flores, Mayor

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

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3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 16th day of July, 2024.

ATTEST:

Patrice Hildreth, City Clerk

Martha A. Flores, Mayor

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on February 17, 2015; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, Patrice Hildreth, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

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4. Compliance Certification and Hold Harmless Statement

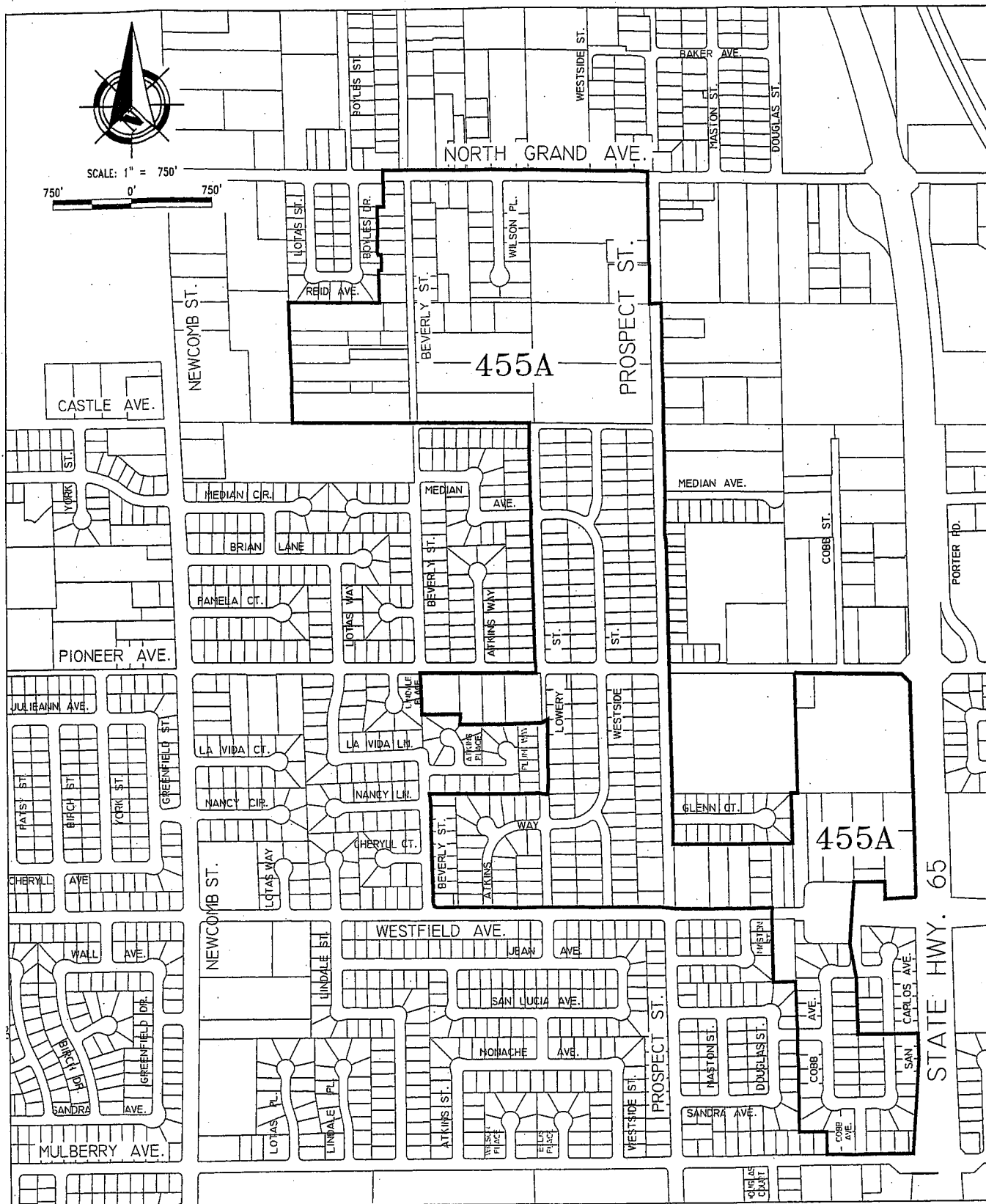
PASSED, APPROVED AND ADOPTED, this 16th day of July, 2024.

ATTEST:

Martha A. Flores, Mayor

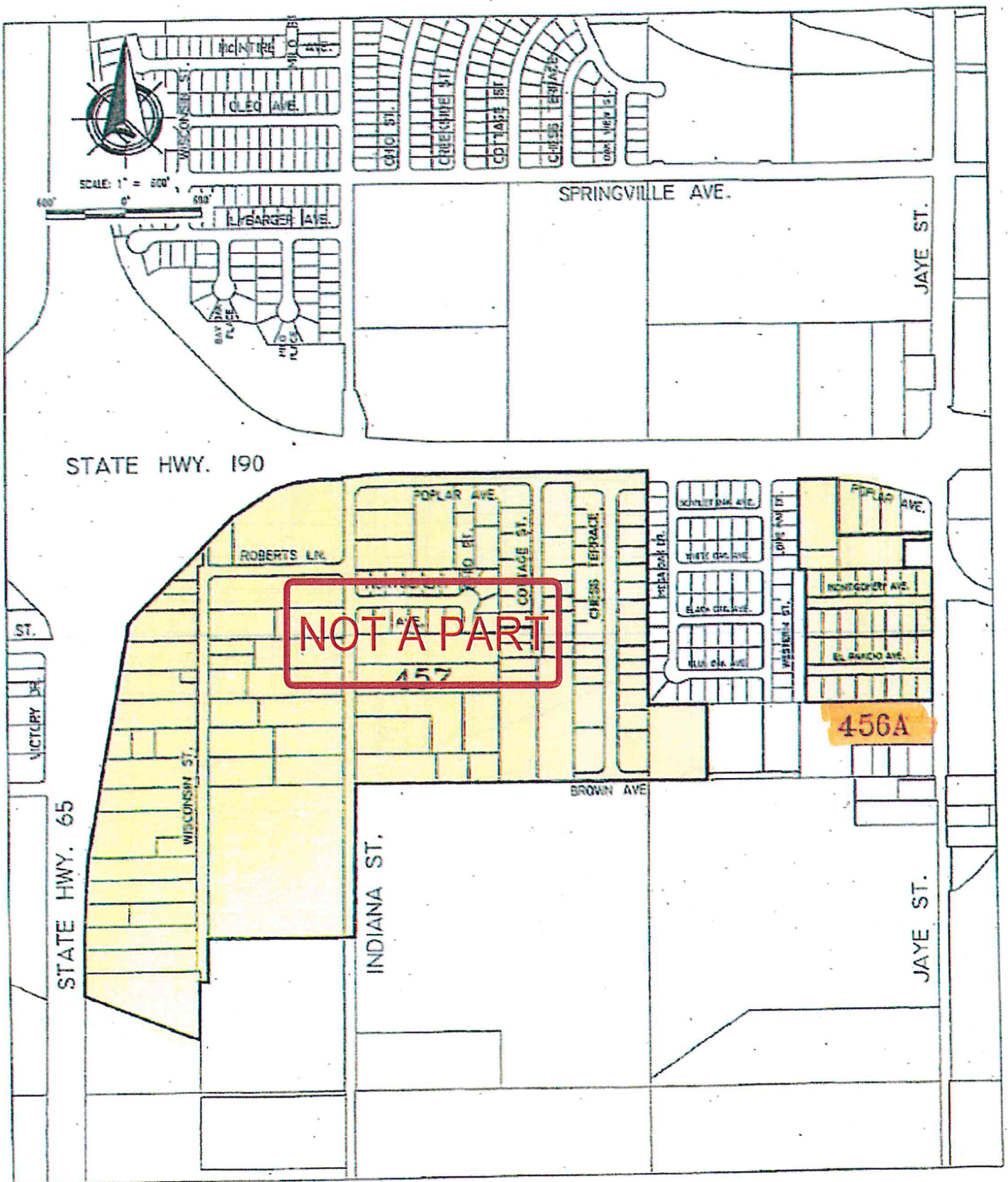
Patrice Hildreth, City Clerk

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



PROJECT BOUNDARIES

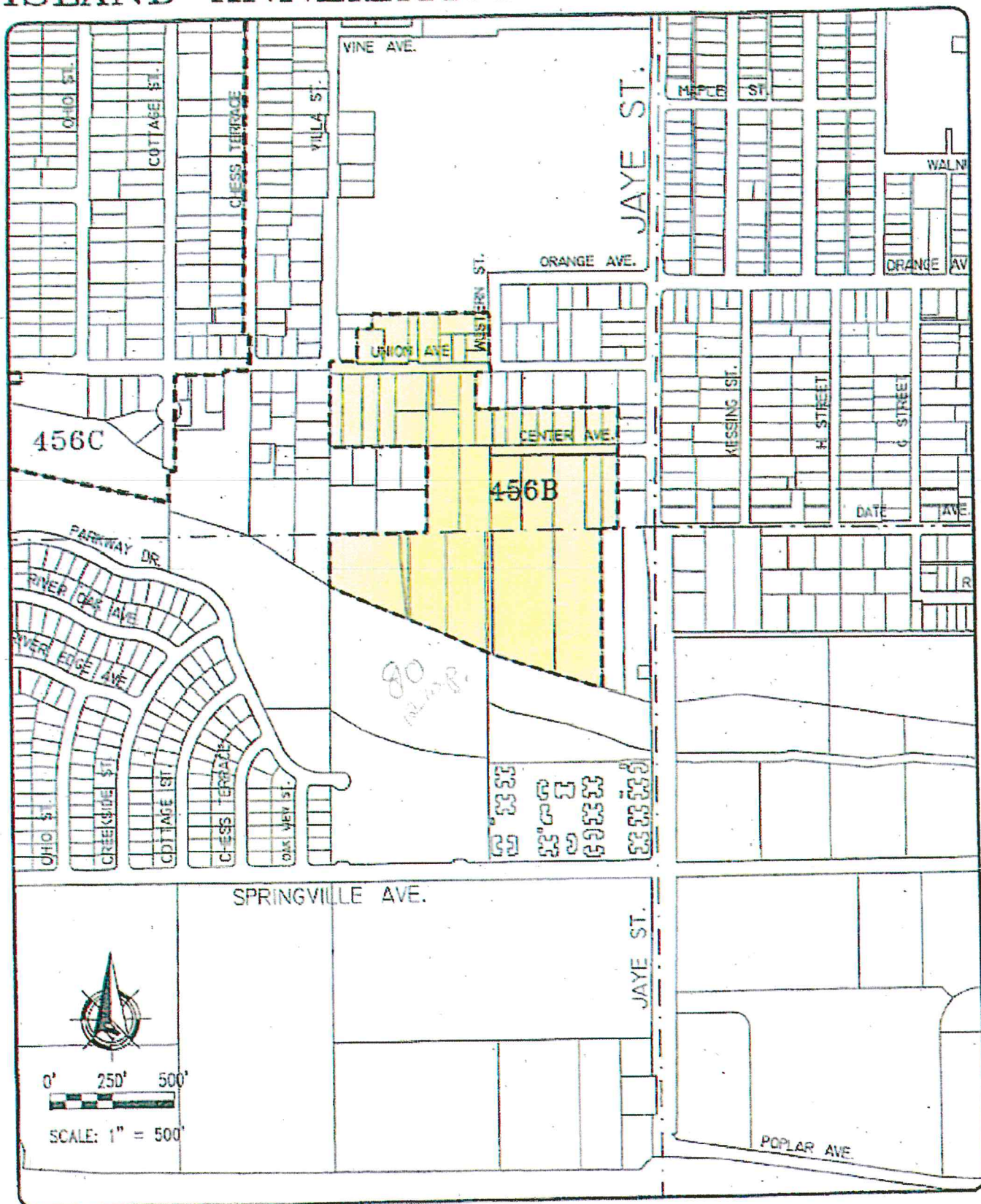
ISLAND ANNEX. 455A



□ PROJECT BOUNDARIES

ISLAND ANNEX. 456A & 457

ISLAND ANNEXATION 456B



[illegible]

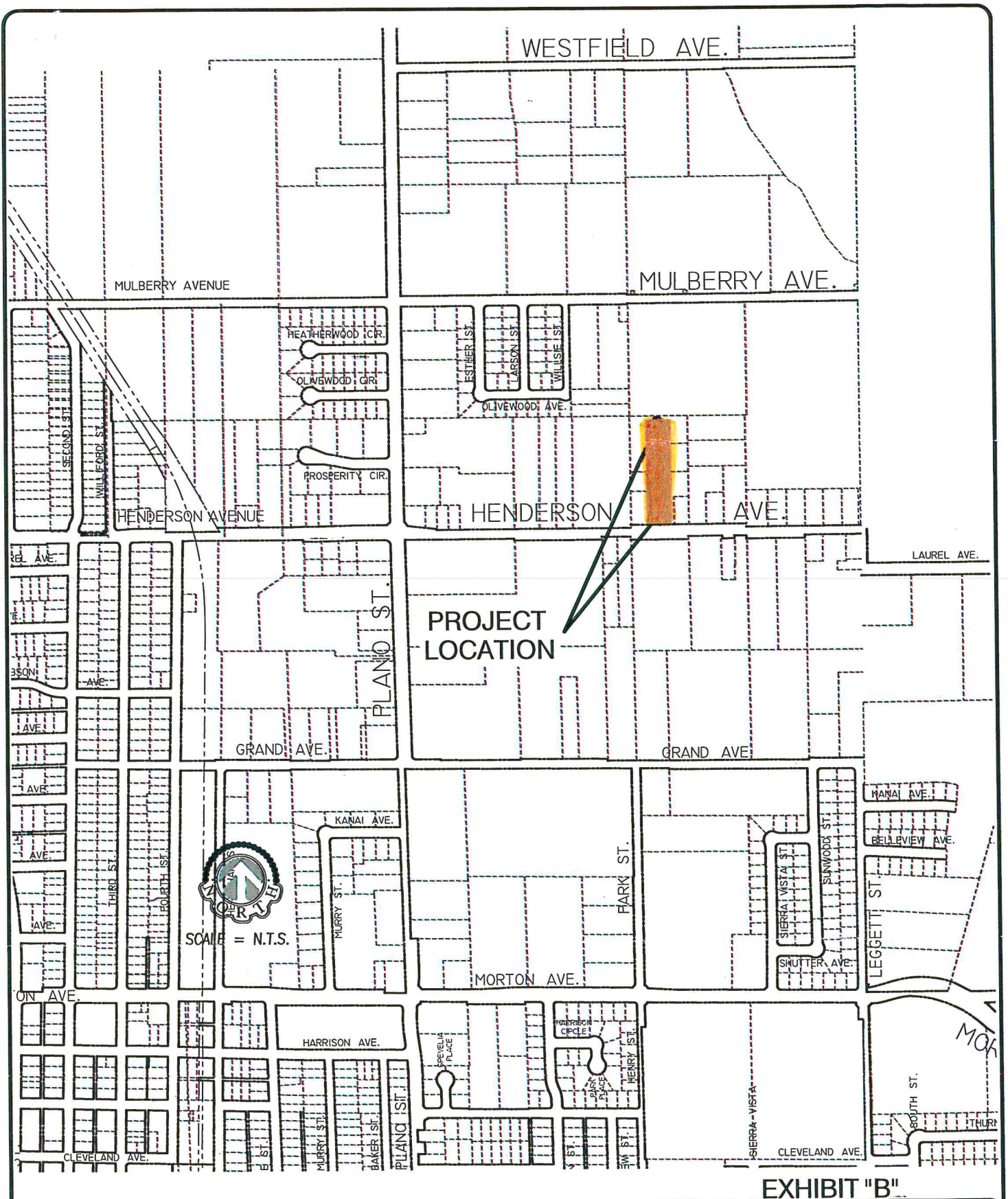
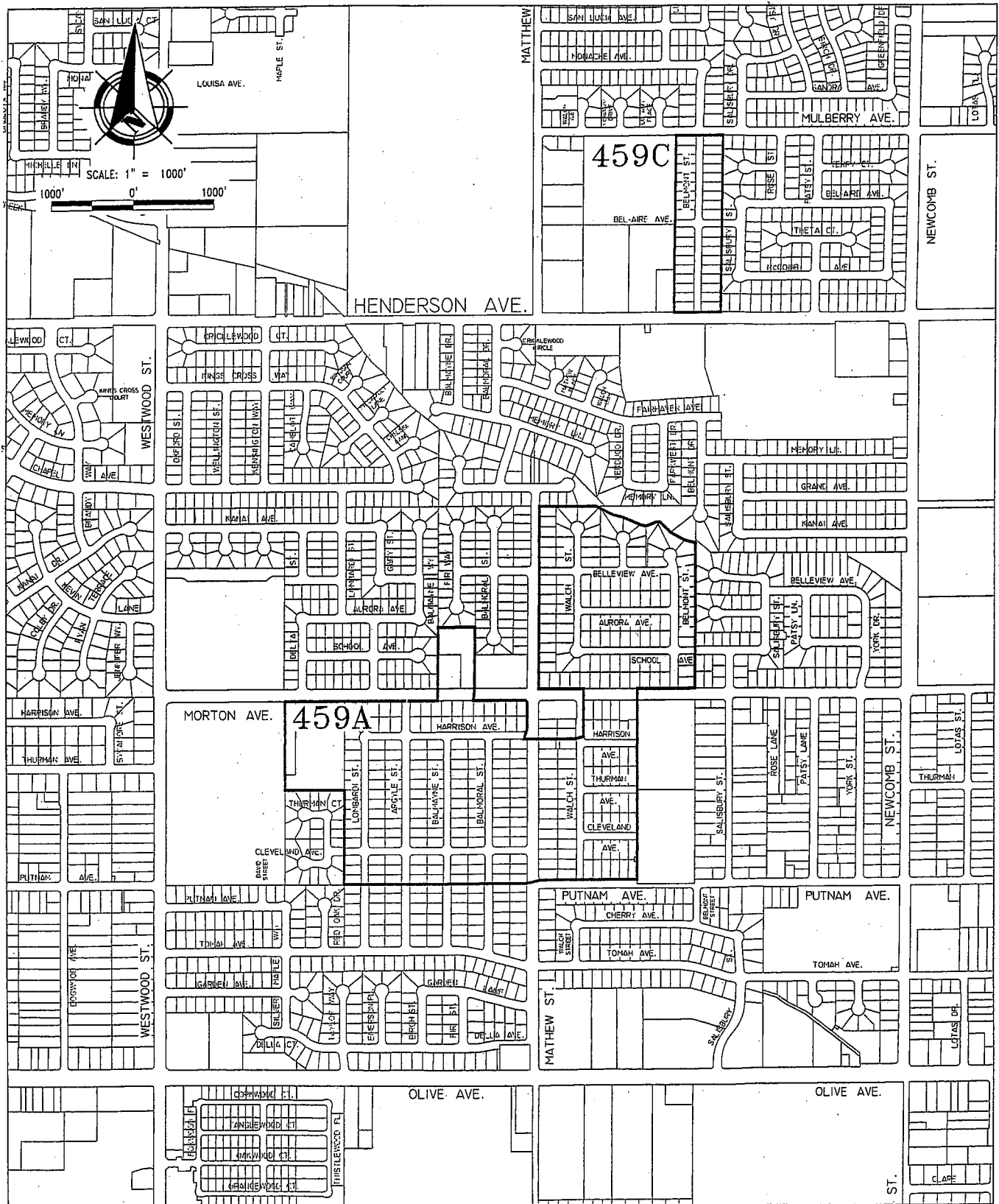


EXHIBIT "B"

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

EAST HENDERSON SEWER ANNEXATION PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-



□ PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Consider Resolutions Pertaining to Engineer's Reports and the Setting of a Public Hearing for Inclusion Within Landscape and Lighting Maintenance Districts for the Establishment of Tax Assessments for Parcels Within Royal Oaks Phase Two Subdivision

SOURCE: Parks and Leisure Services

COMMENT: New subdivisions within the City are required to petition for the formation of a Maintenance Assessment District. The Districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas. The City utilizes the authority governed by the 1972 Landscape and Lighting Assessment Act to create a District for each subdivision. Thereafter, every year, a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each District.

The attached draft Resolutions are necessary to initiate the process of annexing the Royal Oaks Phase 2 subdivision into District 56. The first draft Resolution is to order the annexation, appoint the City Engineer as the Engineer of Work, and order the preparation of the Engineer's Report. The Engineer's Report accompanies this staff report. The second draft Resolution is provided to give preliminary approval to the Report as the basis for creation of the proposed assessment. The final draft Resolution declares the intent to form the District, levy and collect tax assessments, and schedule a Public Hearing for August 6, 2024.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution ordering the proceedings for the annexation of Royal Oaks Phase 2 into Landscape and Lighting Maintenance District Number 56, and ordering the preparation of the Engineer's Reports; and
2. Adopt the draft Resolution giving preliminary approval to the Engineer's Reports; and
3. Adopt the draft Resolution declaring the intent to annex Royal Oaks Phase 2 into District 56, levy and collect assessments, and setting a Public Hearing for August 6, 2024.

ATTACHMENTS:

1. Royal Oaks Subdivision Locator Map
2. Draft Resolution Declaring Intent to Levy
3. Draft Resolution Giving Preliminary Approval
4. Draft Resolution Ordering Proceedings

5. Royal Oaks Engineers Report

Appropriated/Funded:

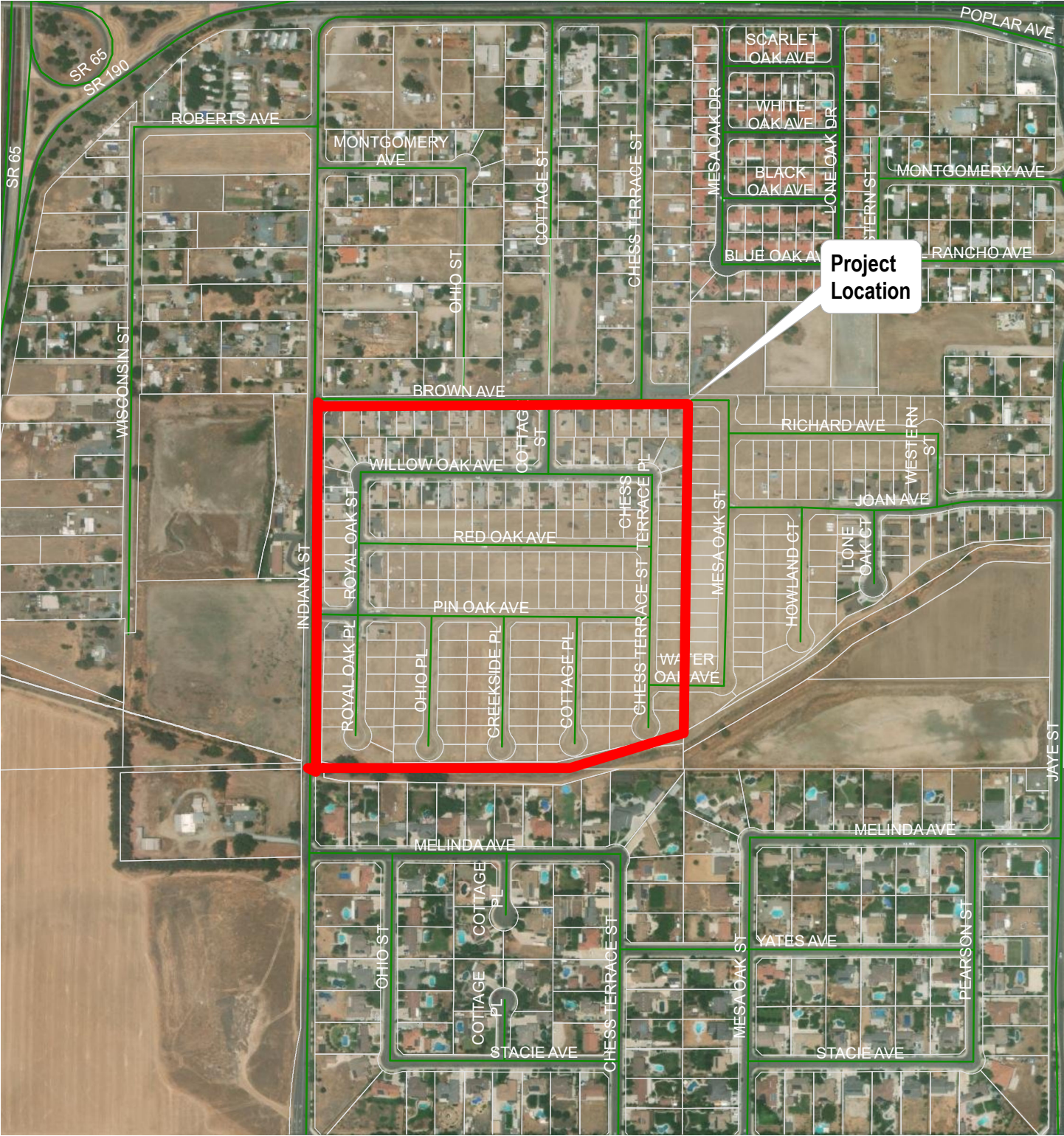
Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

LOCATOR MAP

ROYAL OAKS SUBDIVISOIN



1 in = 500 ft



RESOLUTION NO. -2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO FORM AN ASSESSMENT DISTRICT AND TO LEVY AND COLLECT ASSESSMENTS IN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT; DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICT, THE COST AND EXPENSE THEREOF, AND THE AMOUNT EACH PARCEL THEREIN IS INITIALLY TO BE ASSESSED; DESIGNATING SAID DISTRICT AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS, DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO; WITH SAID PROCEEDINGS PERTAINING TO DISTRICT
56

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22424 of the Streets and Highways code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right-of-way, easements, and public lands within Royal Oaks Phase 2 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 56."

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT

That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District number 56, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER

The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The Engineer's Report for Landscape and Lighting Maintenance District No. 56, and Landscaping and Lighting Maintenance District No. 56 are on file in the Office of the City Clerk of said City, and were prepared for the 2024-2025 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between March and June, at which time assessments for the next fiscal year will be determined

SECTION 6. TIME AND PLACE OF HEARING

Notice is hereby given that on the 6th day of August 2024, at the hour of 6:30 p.m. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION

Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

SECTION 9. CERTIFICATION

The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 16th day of July, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

RESOLUTION NO. -2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA, GIVING PRELIMINARY
APPROVAL OF ENGINEER'S REPORT FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT 56**

WHEREAS, on the 16th day of July, 2024 said City Council did direct by Resolution that the Engineer of Work was to make and file with the City Clerk of said City a report in writing for each subdivision as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City each report in writing as called for in said Resolution and under and pursuant to said Act, which reports have been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that said reports nor any part thereof, requires or should be modified; and

WHEREAS, reference is hereby made to said Engineer's Reports for further, full and more particular description of proposed Assessment Districts, and the same Engineer's Reports so on file, shall govern for all details as to the extent of said Assessment Districts.

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

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby preliminarily approved and confirmed.
2. That the diagram showing the Assessment District referred to and described in said reports, the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, are hereby preliminarily approved and confirmed.
3. That the proposed assessments upon the subdivisions of land in each said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report, is hereby preliminarily approved and confirmed.

4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to each of the proposed districts.

APPROVED AND ADOPTED THIS 16th day of July, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

RESOLUTION NO. -2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING PROCEEDINGS
FOR THE ANNEXATION OF ROYAL OAKS PHASE 2 LANDSCAPE AND LIGHTING
MAINTENANCE
DISTRICT INTO NUMBER 56,
ORDERING PREPARATION OF A DISTRICT MAP INDICATING
THE PROPOSED DISTRICT BOUNDARY FOR THE DISTRICT,
ASSIGNING AN ENGINEER OF WORK, AND
ORDERING THE PREPARATION OF THE ENGINEER'S REPORT**

WHEREAS, it has been determined by the City Council of the City of Porterville that the public interest, convenience and necessity required the installation and planting of landscape materials, the installation and construction of irrigation systems, the installation of lighting and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California; and

WHEREAS, the cost for operation and maintenance of the landscaping and lighting improvements is to be determined and considered for assessment to the benefiting properties; and

WHEREAS, Section 22622 requires that an Engineer's Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the annexation of Landscape and Lighting Maintenance District number 56 as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. That proceedings are to be conducted for the formation of said Landscape and Lighting Maintenance Districts.
3. That the properties to be specifically charged for maintenance of landscaping and lighting improvements shall be located within the boundary of the proposed district, and maps to illustrate said boundaries are hereby ordered to be prepared.
4. That Javier Sanchez be appointed as "Engineer of Work" with all applicable provisions of Article 4, Division 15 of the Landscape and Lighting Act of 1972 applied to said "Engineer of Work".
5. That the cost of maintaining the landscape and lighting facilities in said Landscape and Lighting Maintenance District shall be borne by the property owners within the district, and said cost shall be assessed according to said 1972 Act.

6. That the Engineer of Work is hereby ordered to prepare a report for the District in accordance with Article 4, Division 15 of said 1972 Act.

APPROVED AND ADOPTED THIS 16th day of July, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 56

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. -2024. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Royal Oaks Subdivision **Phases One and Two** into the Landscape and Lighting Maintenance District No. 56. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping and masonry wall includes a landscaped area along South Indiana Street and Brown Avenue, a neighborhood park, and the ¼ mile long trail along the Poplar Ditch. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and an amount set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 58. Total landscaped area to be maintained is 2,492 lineal feet of masonry wall, and 43,965 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 56 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Royal Oaks.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2024-2025

Maintenance	43,965 sq.ft, of landscaping area, 2,492 lf. of masonry wall		
Lighting	50 @ 5,800 lumens & 8 @ 16,000 lumens		
Project Management	191 lots		
Fund Balance	\$ -		
Landscape	43,965 sq. ft. @ \$0.150	= \$	6,594.75
Graffiti Maintenance	43,965 sq. ft. @ \$0.005	= \$	219.82
Tree Maintenance	43,965 sq. ft. @ \$0.004	= \$	175.86
Postage/Printing	43,965 sq. ft. @ \$0.006	= \$	263.79
Utilities	43,965 sq. ft. @ \$0.071	= \$	3,121.52
Repair/Maintenance	43,965 sq. ft. @ <u>\$0.006</u>	= \$	<u>263.79</u>
	\$0.242	= \$	10,639.53
Maintenance	43,965 sq.ft. \$0.242	= \$	10,639.53
Administrative Fee	\$10,639.53* x \$0.10	= \$	1,063.95
County Fee	191 lots @ \$ 1.00 per lot	= \$	191.00
Reserves 15% total cost of	Maintenance	= \$	<u>1,784.17</u>
			\$ 13,678.65
Estimated Cost Per Year	\$ 13,678.65/191	=	\$ 71.61

****Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.**

After the 2024/2025 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2024/2025 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 56 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 56. The establishment and maintenance of the improvements is a vital part of the development of Royal Oaks Subdivision. The City Council of Porterville has determined that to ensure satisfactory levels of maintenance for the landscape and lighting at Royal Oaks Subdivision, it should become Landscape and Lighting Maintenance District No. 56. The subdivision consists of 191 Lots. The Landscape area, which benefits the 191 lots, is located South Indiana Street and Brown Avenue, and along the trail of Poplar Ditch.

Landscape and Lighting Maintenance District No. 56 will consist of an area comprising approximately 1.369 acres. A total of 191 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2024-2025 Assessment

$$\text{Assessment (A)} = \frac{\$ 13,678.65}{191}$$

$$A = \frac{\$ 13,678.65}{191} = \$ 71.61 \text{ per lot for Royal Oaks}$$

Total Assessment for 2024-2025 = \$ 13,678.65
Total developed lot count is 191 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.

3. City Council Adopts Resolution of Intention to Order the Annexation of Landscape and Lighting Maintenance District No. 56 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Annexation of Landscape and Lighting Maintenance District No. 56.
5. Every year between April and August the Engineer of Work file a report with the City Council.
6. Every year between April and August, the City Council conducts a public hearing and approves, or modifies the individual assessments.

Javier Sanchez, Jr.
Engineer of the Work



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Preliminary Annual Engineer's Report of Assessments for Landscape and Lighting Maintenance Districts and Setting a Public Hearing

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-seven (77) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. A separate LLMD has been established for each new land development. Many of the LLMD's only contain street lighting, for which the assessment is to collect only a portion of the street lighting cost. Other LLMD's have landscape improvements installed within public right-of-way or public properties, in addition to the street lighting. In these instances, landscaping has been established to provide a more aesthetic appearance and a healthier environment. Only the property owners who directly benefit from improvements are assessed for the maintenance. Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. In an effort to facilitate the needs of each LLMD, staff analyzes fund balances and deficits for each LLMD, as well as projected expenditures and reserves. Based on the analysis, staff determined that not all LLMD's will be assessed this fiscal year.

The first attached Resolution is necessary to initiate the annual Engineer's Report, which will show the proposed assessments for the 2024-2025 Fiscal Year. The second Resolution provides preliminary approval to the Engineer's Report for the 2024-2025 Fiscal Year. The comprehensive annual Engineer's Report is provided as an attachment. Once the assessments are approved by the City Council, they are transmitted to the County of Tulare for placement upon the tax bill of the property owners and indicated as a special assessment. The third Resolution declares the intent of the Council to levy and collect the assessments for the 2024-2025 Fiscal Year, and sets a Public Hearing on the assessments for August 6, 2024.

RECOMMENDATION: That the City Council:

1. Adopt the draft resolution ordering the preparation of an Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2024-2025 Fiscal Year;
2. Adopt the draft resolution giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2024-2025 Fiscal Year;
3. Adopt the draft resolution declaring the intent to levy and collect assessments for the 2024-2025 Fiscal Year, and offering a time and place for hearing objections hereto; and

4. Schedule a Public Hearing for August 6, 2024, at 6:30 P.M., regarding the Engineer's Report and proposed assessment for the Landscape and Lighting Maintenance Districts for the 2024-2025 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution Ordering the Preparation of the Engineer's Report
2. Draft Resolution of Preliminary Approval to Engineer's Report
3. Draft Resolution of Intent to Levy Taxes and Conduct Public Hearing
4. Engineers Report

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE PREPARATION OF AN ENGINEER’S REPORT FOR LANDSCAPE
AND LIGHTING MAINTENANCE DISTRICTS FOR FISCAL YEAR 2024-2025**

WHEREAS, the City Council of the City of Porterville has determined that the public interest, convenience and necessity required the maintenance of lighting systems, landscape planting materials, irrigation systems and appurtenances in designated areas of the City; and

WHEREAS, the City has established assessment districts to recover the cost of maintenance work; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires that an Engineer’s Report be prepared and filed annually, outlining the assessments to be levied against the properties within the assessment district.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. Javier Sanchez, Jr. is appointed “Engineer of Work” for preparation of the Engineer’s Report.
2. The Engineer of Work is ordered to prepare the report for Fiscal Year 2024-2025 in accordance with Article 4, Division 15, of the Streets and Highways Code, “Landscaping and Lighting Act of 1972” of the State of California.

PASSED, APPROVED AND ADOPTED this 16th day of July 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

RESOLUTION NO. _____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE GIVING
PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR FISCAL YEAR 2024-
2025 FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS**

WHEREAS, on the 16th day of July 2024, said City Council did adopt a Resolution directing the Engineer of Work to make and file with the City Clerk of said City a report in writing for Fiscal Year 2024-2025 as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said Act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that said report, nor any part thereof, requires or should be modified.

NOW, THEREFORE, be it resolved by the City Council of the City of Porterville that:

1. The Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.
2. The diagram showing the Assessment Districts referred to and described in said report (the boundaries of the subdivision of land within each said Assessment District) are approved and confirmed as the same as existed at the time of passage of Resolution originally establishing each District.
3. The proposed assessments upon the subdivisions of land in said Assessment Districts are in proportion to the estimated benefit to be received by said subdivisions, respectively, from said normal and customary maintenance and of the incidental expenses thereof, as contained in said report, and are hereby preliminarily approved and confirmed.
4. Said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

Reference is hereby made to said maps for further, full and more particular description of said Assessment District, and the same maps so on file shall govern for all details as to the extent of each said Assessment District

PASSED, APPROVED AND ADOPTED this 16th day of July 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

RESOLUTION NO. _____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA,
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2024-2025 IN LANDSCAPE AND LIGHTING
MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK
TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT;
SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN
THE LANDSCAPE MAINTENANCE DISTRICTS TO BE ASSESSED THE
COST AND EXPENSE THEREOF; DESIGNATING SAID DISTRICT AS
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS;
DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972;
AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS
THERE TO**

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

DESCRIPTION OF WORK

SECTION 1. That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22525 of the Streets and Highways Code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

LOCATION OF WORK

SECTION 2. The foregoing described work is to be located within the following areas:

1. Right-of-way and easement along the Westwood Street frontage of Unit I and II of Westwood Estates, including landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 1."
2. Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; south perimeter west of fire access road, west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street, including landscape and lighting maintenance, more particularly

described on maps which are on file in the City Clerk's office entitled "Annexation No. 2 Landscape and Lighting District No. 1."

3. Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 3 to Landscape and Lighting Maintenance District No. 1."
4. La Vida Park Subdivision green belt includes street lighting and landscaping east on Plum Way Street and the entries east along Beverly Street, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 4 to Landscape and Lighting Maintenance District No. 1."
5. Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1."
6. Northpointe includes Subdivision lighting located south of Westfield Avenue and east of Matthew Street, including landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 6 to Landscape and Lighting Maintenance District No. 1."
7. Westview Subdivision includes street lighting and landscaping on the east side of Cobb Street, including landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 10 to Landscape and Lighting Maintenance District No. 1".
8. New Horizons Phase One Subdivision includes lighting, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 11 to Landscape and Lighting Maintenance District No. 1"
9. Wisconsin Manor I Subdivision, includes landscape and lighting maintenance, more particularly described on maps, which are on file in the City Clerk's office entitled "Annexation No. 14 to Landscape and Lighting District No. 1."
10. New Horizons Phase Two Subdivision, includes lighting located on the corner of Indiana Street and Springville Avenue, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 16 to Landscape and Lighting Maintenance District No. 1"
11. Castle Woods Phase 1 Subdivision, includes landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 19 to Landscape and Lighting District No. 1"

1”

12. North Creek Estates located on Westwood north of Westfield, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 2.
13. New Expressions Phase One Subdivision, includes lighting only located along Indiana Street between Springville Avenue and Cleo Avenue, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 3.
14. River Springs Phase I Subdivision located along Newcomb Street, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 4.
15. Castle Woods Phase II Subdivision, located on Castle Avenue, Salisbury Street, and Median Avenue, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 5.
16. Creekview Estates Subdivision located between Porter Creek Avenue and the property line in Porter Slough, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 6.
17. Ford Estates located on the corner of Roby and Westwood Avenue, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 7.
18. River Breeze Subdivision, located on Newcomb Street, Patsy Street and Springs Street, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's Office entitled District No. 8.
19. Westwood Estates Unit 5, Phase 2 Subdivision, located along Henderson Avenue and Brandy Way, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 12.
20. Meadowood, Phase 1 Subdivision, located on Newcomb Street, Cheryl Avenue and York Street, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 15.
21. New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail, includes landscape and lighting

maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 16.

22. Orchard Ridge Phase Six Subdivision, located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street, includes lighting, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 17.
23. Williams Ranch Phase One Subdivision, located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 19.
24. Riverview Estates Phase Three Subdivision, located on Roby Avenue, Belmont Street, Orange Avenue and Parkwest Street, includes lighting maintenance, and more particularly described on maps which are on maps which are on file in the City Clerk's office entitled District No. 23.
25. Orchard Ridge, Phase Eight Subdivision, located on Mathew Street, Michael Street, Pamela Avenue, and Santa Maria Avenue, includes landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 24.
26. Casas Del Rio Subdivision, located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue, includes landscape and recreation area maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 25
27. Orchard Ridge, Phase Nine Subdivision, located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues, includes lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 26.
28. Right-of-way, easements, and public lands within Williams Ranch, Phase 2 and 3 Subdivision, including landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled District No. 31.
29. Sunrise Villa, Phase One Subdivision, located at Cottage Street and Mulberry Avenue, including lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled District No. 32.
- 30.. Right-of-way, easements, and public lands within New Expressions, Phase Four Subdivision, including landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled District No. 33

31. Right-of-way, easements, and public lands within Meadow Breeze, Phase Two Subdivision, including lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled District No. 34.
32. Right-of-way, easements, and public lands within Meadow Breeze, Phase One Subdivision, including lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled District No. 35.
33. Right-of-way, easements, and public lands within Ranch Victoria, Phase One Subdivision, located on the north side of Putnam Avenue and east of Mathew Street, including lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 38.
34. Right-of-way, easements, and public lands within Amalene Estates Subdivision, located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street, including landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 40.
35. Sierra Meadows Phase Two Subdivision, located on Jaye Street and Gibbons Avenue and including Stacie, Yates, and Melinda Avenues and Nesa Oak and Pearson Streets, including landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 43.
36. Summit Estates, Phase One Subdivision, located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets, including landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 44.
37. Moorea Manor Subdivision, located along Newcomb and includes San Lucia Lane, including landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 46.
38. Chelsea Glen Subdivision, located along Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St., including landscape and lighting maintenance, and more particularly described on maps which are on file in the City Clerk's office entitled District No. 47.
39. Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace, including landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 53.

40. Windsor Court Cambria Subdivision, located on the northwest corner of Henderson Avenue and Elderwood Street, includes landscape and lighting maintenance, more particularly described on maps which are on file in the City Clerk's office entitled landscape and lighting maintenance District No. 54.

Reference is hereby made to said maps for further, full and more particular description of said assessment district, and the same maps so on file shall govern for all details as to the extent of said assessment district.

DESCRIPTION OF ASSESSMENT DISTRICT

SECTION 3. That the contemplated work, in the opinion of said City Council, is to be of more than local or ordinary public benefit, and the said City Council hereby makes the expense of the said work chargeable upon a district, which said district is described as follows:

1. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 26-89, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
2. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 2 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 42-92, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
3. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 3 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 69-93, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
4. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 4 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 100-93, indicating by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.

5. Westwood Park Estates #4, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip, more particularly described on maps which are on file in the City Clerk's office entitled "Annexation No. 5 to Landscape and Lighting Maintenance District No. 1".
6. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 6 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 54-94 indication by said boundary line the extent of the territory included within the assessment district and which map is on file in the Office of the City Clerk of said City.
7. All that certain territory of the City of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 10 to Landscape and Lighting Maintenance District No. 1." heretofore approved by the City Council of said City by Resolution No. 46-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
8. All that certain territory of the City Of Porterville, included within the exterior boundary line shown upon that certain "Map of Annexation No. 11 to Landscape and Lighting Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No. 79-95 indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
9. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 14 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 24-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
10. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 16 to Landscape and Lighting Maintenance District No. 1," heretofore approved by the City Council of said City by Resolution No. 33-96, indicating by said boundary line the extent of the territory included within the district and which map is on file in the Office of the City Clerk of said City.
11. All that certain territory of the City Of Porterville, included within the exterior boundary shown upon that certain "Map of Annexation No. 19 to Landscape

and Lighting Maintenance District No. 1 heretofore approved by the City Council of said City by Resolution No. 56-96 indicating by said boundary line the extent of the territory included within the district and which map is on file in the office of the City Clerk of said City.

12. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 2" heretofore approved by the City Council of said City by Resolution No. 126-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
13. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 3" heretofore approved by the City Council of said City by Resolution No. 127-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
14. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 4" heretofore approved by the City Council of said City by Resolution No. 128-98 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
15. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 5," heretofore approved by the City Council of said City by Resolution No. 29-2002, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
16. All that certain "Map of Landscape and Lighting District No. 6" heretofore approved by the City Council of said City by Resolution No. 89-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
17. All that certain "Map of Landscape and Lighting District No. 7" heretofore approved by the City Council of said City by Resolution No. 67-99 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
18. All that certain "Map of Landscape and Lighting District No. 8" heretofore approved by the City Council of said City by Resolution No. 120-99 indicating by

said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

19. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 12," heretofore approved by the City Council of said City by Resolution No. 65-2000, indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
20. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No.15" heretofore approved by the City Council of said City by Resolution No. 55-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
21. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No.16" heretofore approved by the City Council of said City by Resolution No. 91-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
22. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No.17" heretofore approved by the City Council of said City by Resolution No. 114-2001 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
23. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 19," heretofore approved by the City Council of said City by Resolution No. 23-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
24. All that certain "Map of Landscape and Lighting District No. 23" heretofore approved by the City Council of said City by Resolution No. 94-2002 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
25. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 24," heretofore approved by the City Council of said City by Resolution No. 191-2002 indicating by said boundary line the extent of the territory included with the

assessment district and which map is on file in the Office of the City Clerk of said City.

26. All that certain "Map of Landscape and Lighting District No. 25" heretofore approved by the City Council of said City by Resolution No.58-2003 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
27. All that certain "Map of Landscape and Lighting District No. 26" heretofore approved by the City Council of said City by Resolution No. 59-2004 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
28. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 31," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
29. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No.32" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
30. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 33," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
31. All that certain "Map of Landscape and Lighting District No. 34" heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
32. All that certain territory of the City of Porterville, included within the exterior boundary Shown upon that certain "Map of Landscape and Lighting District No. 35," heretofore approved by the City Council of said City by Resolution No. 52-2006 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk.
33. All that certain "Map of Landscape and Lighting District No. 38" heretofore

approved

by the City Council of said City by Resolution No. 38-2007 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

34. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 40," heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the Office of the City Clerk of said City.
35. All that certain "Map of Landscape and Lighting District No. 43" heretofore approved by the City Council of said City by Resolution No. 37-2008 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
36. All that certain "Map of Landscape and Lighting District No. 44" heretofore approved by the City Council of said City by Resolution No. 37-2000 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
37. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 46" heretofore approved by the City Council of said City by Resolution No. 91-2009 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
38. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 47" heretofore approved by the City Council of said City by Resolution No. 46-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
39. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 53" heretofore approved by the City Council of said City by Resolution No. 51-2020 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.
40. All that certain territory of the City of Porterville, included within the exterior boundary shown upon that certain "Map of Landscape and Lighting District No. 54" heretofore approved by the City Council of said City by Resolution No. 51-

202 indicating by said boundary line the extent of the territory included with the assessment district and which map is on file in the office of the City Clerk of said City.

SECTION 4. The City Council of said City has ordered preparation of the annual report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report, Landscape and Lighting Maintenance Districts 2024-2025 Fiscal Year" will be filed in the Office of the City Clerk of said City, and prepared for the 2024-2025 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

COLLECTION OF ASSESSMENTS

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected.

TIME AND PLACE OF HEARING

SECTION 6. Notice is hereby given that on the 16th day of July 2024, at the hour of 6:30 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

LANDSCAPING AND LIGHTING ACT OF 1972

SECTION 7. All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

PUBLICATION OF RESOLUTION OF INTENTION

SECTION 8. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

CERTIFICATION

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2024-2025 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 6 = Northpointe Subdivision includes lighting located south of Westfield Avenue and east of Mathew Street.
6. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
7. Annexation No. 11 = New Horizons Phase One Subdivision and the remainder parcel located along Springville Ave, and Indiana Street.
8. Annexation No. 14 = Wisconsin Manor One Subdivision located on the corner of Wisconsin Way.
9. Annexation No. 16 = New Horizons Phase Two located on the corner of Indiana Street and Springville Avenue
10. Annexation No. 19 = Castle Woods Phase One Subdivision location along Castle Avenue and Newcomb Street.

11. District No. 2 = North Creek Estates located on Westwood north of Westfield.
12. District No. 3 = New Expressions Phase One Subdivision located along Indiana Street between Springville Avenue and Cleo Avenue.
13. District No. 4 = River Springs Phase One Subdivision located along Newcomb Street.
14. District No. 5 = Castle Woods Phase Two Subdivision located at Median Avenue and Salisbury.
15. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough.
16. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.
17. District No. 8 = River Breeze located on Newcomb Street Between Pasty and Spring Streets.
18. District No. 12 = Westwood Estates, Unit Five, Phase Two, located on Henderson Avenue and Brandy Way.
19. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.
20. District No. 16 = New Expressions Phase Two Subdivision, located on Lybarger Avenue Cul de Sac at the entry to the Tule River Parkway Trail.
21. District No. 17 = Orchard Ridge Phase Six Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Julieann Avenue and Michael Street.
22. District No. 19 = Williams Ranch, Phase One Located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.
23. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.
24. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
25. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camellia Street, Tule Court and Rio Vista Avenue.
26. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmont Street, Pamela, Santa Maria and Pioneer Avenues.
27. District No. 31 = Williams Ranch, Phase Two and Three Subdivision on Westwood Street between Henderson and Westfield Avenues.
28. District No. 32 = Sunrise Villa, Phase One Subdivision located at Cottage Street and Mulberry Avenue.
29. District No. 33 = New Expressions, Phase Four Subdivision located on Indiana Street, between Springville Avenue and the Tule River.

30. District No. 34 = Meadow Breeze, Phase Two Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.
31. District No. 35 = Meadow Breeze, Phase One Subdivision located on Pioneer Avenue and Salisbury Street.
32. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street.
33. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.
34. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.
35. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
36. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.
37. District 47 = Chelsea Glen Subdivision located east of Newcomb Avenue and south of Linda Vista Avenue including Chelsea Way, Shelly Lane, Becky Way, Kimberly Place and Ben Circle.
38. District No. 53 = Trooper Terrace Subdivision located on the east side of Westwood Street between Henderson Avenue and Luisa Avenue.
39. District No. 54 = Windsor Court Cambria Subdivision located on the northwest corner of Henderson Avenue and Elderwood Street.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance efforts. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying them during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2024-2025 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 3, 4, 5, 6, 10, 11, 14, 16 and 19; Districts 1, 2, 3, 4, 5, 6, 7, 8, 12, 15, 16, 17, 19, 23, 24, 25, 26, 31, 32, 33, 34, 35, 38, 40, 43, 44, 46, 47, 53, and 54.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each Annexation and District.

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2024/2025

Estimated Accumulated Costs 2023/2024 \$ 39,437.84

Maintenance: 47,462 sq. ft. of landscaping area
Lighting: 16 12 ea. @ 5,800 lumens
4 ea. @ 16,000 lumens
Project Management: 207 lots
Fund Balance: \$ (10,250.45)

1. Landscape	47,462	sq.ft.	@	\$ 0.200	=	\$ 9,492.40
2. Utilities	47,462	sq.ft.	@	\$ 0.140	=	\$ 6,644.68
3. Repair/Maintenance	47,462	sq.ft.	@	\$ 0.010	=	\$ 474.62
4. Tree Maintenance	47,462	sq.ft.	@	\$ 0.030	=	\$ 1,423.86
5. Printing/Postage	47,462	sq.ft.	@	\$ 0.0016	=	\$ 75.94
6. Graffiti Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
				<u>\$ 0.402</u>		<u>\$ 19,060.74</u>

Maintenance	19,061	sq.ft.	x	0.402	=	\$ 7,662.42
Administrative Fee	\$ 19,060.74		x	\$0.10	=	\$ 1,906.07
County Fee	207		x	\$1.00/per lot	=	\$ 207.00
Reserves	15% of total cost of maintenance				=	\$ 1,149.36
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ 1,025.05
						<u>\$ 11,949.90</u>

Estimated Cost Per Year	<u>\$ 11,949.90</u>	=	\$ 57.73
	207		
2023/2024 Assessment	<u>\$ 27,179.28</u>	=	\$ 131.30
	207		
2024/2025 Assessment	<u>\$ 41,089.50</u>	=	\$ 198.50
	207		

Annexation No. 3 Porter Creek, District No. 2 North Creek, District No. 6 Creekview Fiscal Year 2024/2025

Estimated Accumulated 2023/2024		\$	28,823.46
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Maintenance:	125,477 sq.ft. of landscaping
Project Management:	297 lots, lighting 5 lumens @ 5,800
Fund Balance:	\$ 16,449.79

Maintenance

1. Landscape/Tree Maintenance	125,477 @	\$	0.125	=	\$	15,684.63
2. Grafitti Maintenance	125,477 @	\$	0.02	=	\$	2,509.54
3. Postage	125,477 @	\$	0.005	=	\$	627.39
4. Utilities	125,477 @	\$	0.06	=	\$	7,528.62
5. Printing	125,477 @	\$	0.005	=	\$	627.39
6. Repair/Maintenance	125,477 @	\$	0.01	=	\$	1,254.77
			<u>0.225</u>	=	\$	<u>28,232.33</u>

Maintenance	125,477	\$	0.23	=	\$	28,232.33
Administrative Fee	\$ 28,232.33 x	\$	0.10	=	\$	2,823.23
County Fee	297 lots @ \$1.00/per lot			=	\$	297.00
Reserves 15% of total cost of maintenance				=	\$	4,234.84
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	<u>35,587.40</u>

Estimated Cost Per Year:	<u>\$35,587.40</u>	=	\$	119.82
	297			

2024/2025 Assessment	<u>\$20,005.40</u>	=	\$	67.36
	297			

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2024/2025
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2023/2024 \$ 7,174.73

Maintenance:	22,100	sq.ft. of landscaping area	
Project Management:	22	lots	
Fund Balance:	\$ 2,375.33		

1. Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00
2. Utilities	22,100	sq.ft.	@	\$ 0.150	=	\$ 3,315.00
3. Repair/Maintenance	22,100	sq.ft.	@	\$ 0.100	=	\$ 2,210.00
4. Tree Maintenance	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50
5. Printing/Postage	22,100	sq.ft.	@	\$ 0.004	=	\$ 88.40
				\$ 0.449	=	\$ 9,922.90

Maintenance	9,923	sq.ft.	x	\$ 0.449	=	\$ 4,455.43
Administrative Fee	\$ 9,922.90		x	\$0.10		\$ 992.29
County Fee	22		x	\$1.00/per lot		\$ 22.00
Reserves 15% of total cost of maintenance						\$ 1,488.44
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$ 6,958.16

FORMULA FOR ASSESSMENT

$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$
 L = Number of lots
 F = Assessment for remainder parcel

The 2024/2025 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$6958.16 \times .20 = \1391.63 for remainder
 $A = \$6958.16 - \$2,485.13 = \$203.32$ per lot in Unit One

2023/2024 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One

2024/2025 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One

Annexation No. 4 - La Vida Park
Fiscal Year 2024/2025
Maximum Assessment \$2,469.42

Estimated Accumulated Costs 2023/2024

\$ 5,854.49

Maintenance:	3,790	sq. ft.	of landscaping area,	437 feet of wall
Project Management:	17	lots		
Fund Balance:	\$(2,697.00)			

1. Landscape	3,790	sq. ft.	@ \$	0.450	=	\$ 1,705.50
2. Utilities	3,790	sq. ft.	@ \$	0.400	=	\$ 1,516.00
3. Repair/Maintenance	3,790	sq. ft.	@ \$	0.150	=	\$ 568.50
4. Tree Maintenance	3,790	sq. ft.	@ \$	0.100	=	\$ 379.000
5. Printing/Postage	3,790	sq. ft.	@ \$	0.020	=	\$ 75.80
			\$	1.120	=	\$ 4,244.80

Maintenance	3,790	sq. ft.	x \$	1.120	=	\$ 4,244.80
Administrative Fee	\$ 4,244.80		x \$	0.10	=	\$ 424.48
County Fee	17 lots		x \$1.00/per lot		=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 636.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 269.70
					=	\$ 5,592.70

Estimated Cost Per Year	\$	5,592.70	=	\$	328.98
		17			

2023/2024 Assessment	\$	2,469.42	=	\$	145.26
		17			

2024/2025 Assessment	\$	2,469.42	=	\$	145.26
		17			

Annexation No. 6 - Northpointe Subdivision
Fiscal Year 2024/2025
Maximum Assessment \$ 1,722.52

Estimated Accumulated Costs 2023/2024 \$ 923.47

Maintenance:	lighting:	6 ea. @ 5,800 lumens
		11 ea. @ 9,500 lumens
		2 ea. @ 16,000 lumens
Project Management:	81	lots
Fund Balance:	\$	793.67

1. Utilities	11 @ 5,800 lumens	x \$	104.16 =	\$ 624.96
	8 @ 9,500 lumens	x \$	125.16 =	\$ 1,376.76
2. Printing/Postage	1	@ \$	75.000 =	\$ 75.00
				\$ 2,076.72

e

Maintenance	\$	2,076.72	x	1	=	\$ 2,076.72
Administrative Fee	\$	2,076.72	x \$	0.10	=	\$ 207.67
County Fee		81	x \$1.00/per lot		=	\$ 81.00
Reserves 15% of total cost of maintenance						\$ 311.51
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 2,676.90

Estimated Cost Per Year	\$	<u>2,676.90</u>	=	\$	33.05
		81			

2023/2024 Assessment	\$	<u>1,045.80</u>	=	\$	12.90
		81			

2024/2025 Assessment	\$	<u>1,045.80</u>	=	\$	12.90
		81			

Annexation No. 10 - Westview Subdivision

Fiscal Year 2024/2025

Maximum Assessment \$1,824.30

Estimated Accumulated Costs 2023/2024

\$ 4,321.04

Maintenance:	1,307	sq.ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (1,534.01)	

1. Landscape	1,307	sq.ft. @ \$	0.600	=	\$ 784.20
2. Utilities	1,307	sq.ft. @ \$	0.400	=	\$ 522.80
3. Repair/Maintenance	1,307	sq.ft. @ \$	0.300	=	\$ 392.10
4. Printing/Postage	1,307	sq.ft. @ \$	0.058	=	\$ 75.81
		\$	1.358	=	\$ 1,774.91

Maintenance	1,307	sq.ft. x \$	1.358	=	\$ 1,774.91
Administrative Fee	\$ 1,774.91	x \$0.10		=	\$ 177.49
County Fee	16	x \$1.00/per lot		=	\$ 16.00
Reserves 15% of total cost of maintenance				=	\$ 266.24
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 153.40
					<u>\$ 2,388.04</u>

Estimated Cost Per Year	\$	<u>2,388.04</u>	=	\$	149.25
		16			

2023/2024 Assessment	\$	<u>1,824.30</u>	=	\$	114.02
		16			

2024/2025 Assessment	\$	<u>1,824.30</u>	=	\$	114.02
		16			

Annexation No. 11 - New Horizons Phase 1 Subdivision
Fiscal Year 2024/2025
Maximum Assessment \$1,045.80

Estimated Accumulated Costs 2023/2024 \$ 863.07

Maintenance:	lighting:	6 ea. @ 5,800 lumens 11 ea. @ 9,500 lumens 2 ea. @ 16,000 lumens
Project Management:	63	lots
Fund Balance:	\$	(1,120.60)

1. Utilities	6 @ 5,800 lumens	x	\$ 104.16	=	\$ 624.96
	11 @ 9,500 lumens	x	\$ 125.16	=	\$ 1,376.76
	2 @ 16,000 lumens	x	\$ 327.36	=	\$ 327.36
2. Printing/Postage	1	@	\$ 75.000	=	\$ 75.00
					\$ 2,404.08

Maintenance	\$	2,404.08	x	1	=	\$ 2,404.08
Administrative Fee	\$	2,404.08	x	\$ 0.10	=	\$ 240.41
County Fee		63	x	\$1.00/per lot	=	\$ 63.00
Reserves 15% of total cost of maintenance					=	\$ 360.61
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 112.06
						\$ 3,180.16

Estimated Cost Per Year		\$ 3,180.16	=		\$ 50.48
		63			

2023/2024 Assessment		\$ 1,045.80	=		\$ 16.60
		63			

Annexation No. 14 - Wisconsin Manor 1 Subdivision

Fiscal Year 2024/2025

Maximum Assessment \$1,824.69

Estimated Accumulated Costs 2023/2024 \$ 799.50

Maintenance:	3,030	sq.ft. of landscaping area
Lighting:	3 ea. @	5,800 lumens
Project Management:	8	lots
Fund Balance:	\$ (642.94)	

1. Landscape	3,030	sq.ft.	@	\$ 0.050	=	\$ 151.50
2. Utilities	3,030	sq.ft.	@	\$ 0.130	=	\$ 393.90
3. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
4. Printing/Postage	3,030	sq.ft.	@	\$ 0.025	=	\$ 75.75
				<u>\$ 0.235</u>	=	<u>\$ 712.05</u>

Maintenance	3,030	sq.ft.	x	\$ 0.235	=	\$ 712.05
Administrative Fee	\$ 712.05		x	\$0.10	=	\$ 71.21
County Fee	8 lots		x	\$1.00/per lot	=	\$ 8.00
Reserves	15% of total cost of maintenance				=	\$ 106.81
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 64.29
					=	<u>\$ 962.36</u>

Estimated Cost Per Year	<u>\$ 962.36</u>	=	\$ 120.29
	8		

2023/2024 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		

2024/2025 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		

Annexation No. 16 - New Horizon's Phase Two Subdivision
Fiscal Year 2024/2025

Estimated Accumulated Costs 2023/2024 \$ 721.92

Maintenance: Lighting: 8 each @ 5,800 lumens
Project Management: 81 lots
Fund Balance: \$ 519.24

1. Utilities	8 lumens @	\$	52.08	=	\$	416.64
2. Printing/Copying	81 @	\$	1.00	=	\$	81.00
					\$	497.64

Maintenance	\$	497.64	x	1	=	\$	497.64
Administrative Fee	\$	497.64	x	\$0.10	=	\$	49.76
County Fee		81	x	\$1.00/per lot	=	\$	81.00
Reserves 15% of total cost of maintenance					=	\$	74.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	- 703.05

Estimated Cost Per Year	\$	<u>703.05</u>	=	\$	8.68
		81			
2023/2024 Assessment	\$	<u>703.05</u>	=	\$	8.68
		81			
2024/2025 Assessment	\$	<u>703.05</u>	=	\$	8.68
		81			

Annexation No. 19 - Castle Woods Phase 1 Subdivision
Fiscal Year 2024/2025
Maximum Assessment \$919.20

Estimated Accumulated Costs 2023/2024

\$477.41

Maintenance:	lighting:	9 ea. @ 5,800 lumens
Project Management:	30	1 ea. @ 16,000 lumens
Fund Balance:	\$	lots
		97.01

1. Utilities	9 @ 5,800 lumens	x \$ 104.160	= \$ 937.44
	1 @ 16,000 lumens	x \$ 327.36	= \$ 327.36
2. Printing/Postage	1	@ \$ 75.00	= \$ 75.00
			<u>\$ 1,339.80</u>

Maintenance	\$ 1,339.80	x 1	= \$ 1,339.80
Administrative Fee	\$ 1,339.80	x \$ 0.10	= \$ 133.98
County Fee	30	x \$1.00/per lot	= \$ 30.00
Reserves 15% of total cost of maintenance			\$ 200.97
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			<u>\$ 1,704.75</u>

Estimated Cost Per Year	<u>\$ 1,704.75</u>	= \$ 56.83
	30	

2023/2024 Assessment	<u>\$ 919.20</u>	= \$ 30.64
	30	

2024/2025 Assessment	<u>\$ 919.20</u>	= \$ 30.64
	30	

District No. 3 - New Expressions Phase 1 Subdivision
Fiscal Year 2024/2025
CPI Approved 1998 Maximum Assessment \$1,296.59

Estimated Accumulated Costs 2023/2024 \$ 469.41

Maintenance: lighting: 10 ea. @ 5,800 lumens each
Project Management: 56 lots
Fund Balance: \$ 393.42

						Formula
1 Utilities	10 ea.	@	\$ 30.21	=	\$	302.10
2 Printing/Copying	1	@	\$ 50.00	=	\$	50.00
					\$	352.10

Maintenance	\$ 352.10	x	1	=	\$	352.10
Administrative Fee	\$ 352.10	x	\$ 0.10	=	\$	35.21
County Fee	56	x	\$1.00/per lot	=	\$	56.00
Reserves 15% of total cost of maintenance				=	\$	52.82
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					\$	496.13

Estimated Cost Per Year	\$	496.13	=	\$	8.86
		56			
2023/2024 Assessment	\$	446.13	=	\$	7.97
		56			
2024/2025 Assessment	\$	496.13	=	\$	8.86
		56			

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2024/2025
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment \$3,134.58

Estimated Accumulated Costs 2023/2024 \$ 5,518.79

Maintenance: 2,100 sq.ft. of landscaping area
Project Management: 51 lots
Fund Balance: \$ (3,312.30)

1. Landscape	2,100	sq.ft. @ \$	0.980	= \$	2,058.00
2. Utilities	2,100	sq.ft. @ \$	0.380	= \$	798.00
3. Repair/Maintenance	2,100	sq.ft. @ \$	0.030	= \$	63.00
4. Printing/Postage	2,100	sq.ft. @ \$	0.036	= \$	75.39
		<u>\$</u>	<u>1.426</u>	<u>= \$</u>	<u>2,994.39</u>

Maintenance	2,100	sq.ft. x \$	1.426	= \$	2,994.39
Administrative Fee	\$ 2,994.39	x \$	0.10	= \$	299.44
County Fee	51 lots	x \$1.00/per lot		= \$	51.00
Reserves	15% of total cost of maintenance			= \$	449.16
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				= \$	331.23
				<u>\$</u>	<u>4,125.22</u>

Estimated Cost Per Year \$ 4,125.22 = \$ 54.71
51

2023/2024 Assessment \$ 3,134.58 = \$ 61.46
51

2024/2025 Assessment \$ 3,134.58 = \$ 61.46
51

District No. 5 - Castle Woods Phase 2 Subdivision

Fiscal Year 2024/2025

Maximum Assessment \$1,021.48

Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2023/2024 \$ 2,017.52

Maintenance: 1,715 sq.ft. of landscaping area
 Lighting: 8 ea. @ 5,800 lumens
 Project Management: 25 lots
 Fund Balance: \$ (12,566.46)

1. Landscape	1,715	sq.ft.	@ \$	0.400	=	\$	686.00
2. Utilities	1,715	sq.ft.	@ \$	0.300	=	\$	514.50
3. Repair/Maintenance	1,715	sq.ft.	@ \$	0.030	=	\$	51.45
4. Printing/Postage	1,715	sq.ft.	@ \$	0.044	=	\$	75.46
				<u>\$ 0.774</u>	=	<u>\$</u>	<u>1,327.41</u>

Maintenance	1,715	sq.ft.	x \$	0.774	=	\$	1,327.41
Administrative Fee	\$ 1,327.41		x \$	0.10	=	\$	132.74
County Fee	25 lots		x \$1.00/per lot		=	\$	25.00
Reserves	15% of total cost of maintenance				=	\$	199.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	1,256.65
						<u>\$</u>	<u>2,940.91</u>

Estimated Cost Per Year	<u>\$ 2,940.91</u>	=	\$	117.64
	25			

2023/2024 Assessment	<u>\$ 1,021.48</u>	=	\$	40.86
	25			

2024/2025 Assessment	<u>\$ 1,021.48</u>	=	\$	40.86
	25			

District No. - 7 Ford Estates
Fiscal Year 2024/2025
Approved CIP 1999
(Adjusted 1999)
Maximum Assessment \$2,857.88

Estimated Accumulated Costs 2023/2024

\$ 4,388.40

Maintenance:	1,365	sq.ft. of landscaping area
Lighting:	5	4 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	20	lots
Fund Balance:	\$ (613.62)	

1. Landscape	1,365	sq.ft.	@	\$ 1.150	=	\$ 1,569.75
2. Utilities	1,365	sq.ft.	@	\$ 0.500	=	\$ 682.50
3. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.130	=	\$ 177.45
4. Printing/Postage	1,365	sq.ft.	@	\$ 0.055	=	\$ 75.08
				\$ 1.835	=	\$ 2,504.78

Maintenance	1,365	sq.ft.	x	\$ 1.835	=	\$2,504.78
Administrative Fee	\$ 2,504.78		x	\$0.10	=	\$ 250.48
County Fee	20 lots		x	\$1.00/per lot	=	\$ 20.00
Reserves	15% of total cost of maintenance					\$ 375.72
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ (61.36)
						<u>\$3,212.34</u>

Estimated Cost Per Year

\$ 3,212.34 = \$ 160.62
20

2023/2024 Assessment

\$ 2,857.88 = \$ 142.88
20

2024/2025 Assessment

\$ 2,857.88 = \$ 142.88
20

District No. 8 - River Breeze Subdivision
Fiscal Year 2024/2025
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment \$5,043.35

Estimated Accumulated Costs 2023/2024 \$ 3,726.17

Maintenance:	1,000	sq.ft. of landscaping area , 25,600 sq.ft. of fire break	
Lighting:	9	8 ea. @ 5,800 lumens 1 ea. @ 16,000 lumens	
Lot:	37		
Fund Balance:	\$ 643.63		

1. Landscape	1,000	sq.ft.	@	\$ 2.000	= \$	2,000.00
2. Utilities	1,000	sq.ft.	@	\$ 0.750	= \$	750.00
3. Repair/Maintenance	1,000	sq.ft.	@	\$ 0.030	= \$	30.00
4. Tree Maintenance	1,000	sq.ft.	@	\$ 0.450	= \$	450.00
5. Printing/Postage	1,000	sq.ft.	@	\$ 0.075	= \$	75.00

	\$ 3.305	= \$	3,305.00
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Maintenance	1,000	sq.ft.	x	\$ 3.305	= \$	3,305.00
Administrative Fee	\$ 3,305.00		x	\$0.10	= \$	330.50
County Fee	37 lots		x	\$1.00/per lot	= \$	37.00
Reserves	15% of total cost of maintenance				\$	495.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$	-
					\$	4,168.25

Estimated Cost Per Year	\$ 4,168.25	= \$	112.66
	37		

2023/2024 Assessment	\$ 1,917.86	= \$	51.82
	37		

2024/2025 Assessment	\$ 3,726.17	=	\$100.70
	37		

District No. 15 - Meadowood Phase 1

Fiscal Year 2024/2025

Approved CPI 2001 (Adjusted 2001)

Maximum Assessment \$8,191.95

Estimated Accumulated Costs 2023/2024

\$ 4,808.92

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	48	
Fund Balance:	\$ (1,623.81)	

1. Landscape	7,723	sq.ft.	@	\$ 0.025	0	=	\$ 193.08
2. Utilities	7,723	sq.ft.	@	\$ 0.500		=	\$ 3,861.50
3. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.020		=	\$ 154.46
4. Tree Maintenance	7,723	sq.ft.	@	\$ 0.020	0	=	\$ 154.46
5. Printing/Postage	7,723	sq.ft.	@	\$ 0.0098		=	\$ 75.69
				<u>\$ 0.575</u>			<u>\$ 4,439.18</u>

Maintenance	7,723	sq.ft.	x	\$ 0.575	=	\$ 4,439.18
Administrative Fee	\$ 4,439.18		x	\$ 0.10	=	\$ 443.92
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 665.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$162.38
						<u>\$5,759.36</u>

Estimated Cost Per Year	<u>\$ 5,759.36</u>	=	\$ 119.99
	48		

2023/2024 Assessment	<u>\$ 5,764.89</u>	=	\$ 120.10
	48		

2024/2025 Assessment	<u>\$ 6,484.89</u>	=	\$ 135.10
	48		

District No. 16 - New Expressions Phase 2
Fiscal Year 2024/2025

Estimated Accumulated 2023/2024 \$ 4,438.41

Maintenance: 5,800 sq.ft. of landscaping, Playground area 30%
 Project Management: 54 lots, lighting 13 lumens @ 5,800
 Fund Balance: \$ 486.23

Maintenance

1. Landscape/Tree Maintenance	5,800 @ \$	0.350	=	\$	2,030.00
2. Graffiti Maintenance	5,800 @ \$	0.010	=	\$	58.00
3. Postage	5,800 @ \$	0.025	=	\$	145.00
4. Utilities	5,800 @ \$	0.012	=	\$	69.60
5. Printing	5,800 @ \$	0.140	=	\$	812.00
6. Repair/Maintenance	5,800 @ \$	0.025	=	\$	145.00
		<u>0.562</u>	=	\$	<u>3,259.60</u>

Maintenance	5,800 x	\$ 0.562	=	\$	3,259.60
Administrative Fee	\$ 3,259.60 x	\$ 0.100	=	\$	325.96
County Fee	54 lots @	\$1.00/per lot	=	\$	54.00
Reserves 15% of total cost of maintenance			=	\$	488.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	\$	-
	Total			\$	<u>4,128.50</u>

Estimated Cost Per Year:	\$ 4,128.50	=	\$	76.44
	54			
2023/2024 Assessment	\$ 4,334.93	=	\$	80.28
	54			
2024/2025 Assessment	\$ 4,334.93	=	\$	80.28
	54			

District No. 17 Orchard Ridge Phase 6

Fiscal Year 2024/2025

Approved CPI 2007

Maximum Assessment \$633.36

Estimated Accumulated Costs 2023/2024

\$

347.69

Maintenance: lighting 7 ea. @ 5,800 lumens
 Project Management: 32 lots
 Fund Balance: \$ 96.22

1. Utilities	7 @ 5,800 lumens @	\$ 104.1600	=	\$ 729.12
2. Printing	1 @	\$ 50.0000	=	\$ 50.00
				<u>\$ 779.12</u>

Maintenance	\$ 779.12	x	1	=	\$ 779.12
Administrative Fee	\$ 779.12	x	\$ 0.10	=	\$ 77.91
County Fee	32	x	\$1.00/per lot	=	\$ 32.00
Reserves 15% of total cost of maintenance				=	\$ 116.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 1,000.90</u>

Estimated Cost Per Year	\$ 1,000.90	=	\$ 31.28
	32		

2023/2024 Assessment	\$ 633.36	=	\$19.78
	32		

2024/2025 Assessment	\$ 633.36	=	\$19.78
	32		

District No.19 - William Ranch Phase 1
Fiscal Year 2024/2025
Approved CPI 2002 (Adjusted 2008)
Maximum Assessment \$7,027.83

Estimated Accumulated Costs 2023/2024

\$ 7,488.95

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 ea. @ 5,800 lumens
		1 ea. @ 9,500 lumens
		3 ea. @ 16,000 lumens
Project Management:	41	
Fund Balance:	\$ (3,259.50)	

1. Landscape	13,910	sq.ft.	@	\$ 0.120	=	\$ 1,669.20
2. Utilities	13,910	sq.ft.	@	\$ 0.150	=	\$ 2,086.50
3. Repair/Maintenance	13,910	sq.ft.	@	\$ 0.020	=	\$ 278.20
5. Tree Maintenance	13,910	sq.ft.	@	\$ 0.050	=	\$ 695.50
4. Printing/Postage	13,910	sq.ft.	@	\$ 0.0054	=	\$ 75.11
				<u>\$ 0.3454</u>		<u>\$ 4,804.51</u>

Maintenance	13,910	sq.ft.	x	\$ 0.3454	=	\$ 4,804.51
Administrative Fee	\$ 4,804.51		x	\$ 0.10	=	\$ 480.45
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 720.68
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$325.95
						<u>\$ 6,379.59</u>

Estimated Cost Per Year	<u>\$ 6,379.59</u>	=	\$ 155.60
	41		
2023/2024 Assessment	<u>\$ 6,019.59</u>	=	\$ 146.82
	41		
2024/2025 Assessment	<u>\$ 7,027.83</u>	=	\$ 171.40
	41		

District No.23 - River View

Fiscal Year 2024/2025

Approved CPI 2002

Maximum Assessment \$840.44

\$ 509.97

Maintenance:	lighting	11 ea. @ 5,800 lumens
Project Management:	66	lots
Fund Balance:	\$ 420.00	

1. Utilities	11 @ 5,800 lumens	@ \$	104.1600	=	\$	1,145.76
2. Printing/ Postage	1	@ \$	75.0000	=	\$	75.00
					\$	<u>1,220.76</u>

Maintenance	\$	1,220.76	x	1	=	\$	1,220.76
Administrative Fee	\$	1,220.76	x	\$ 0.10	=	\$	122.08
County Fee		66	x	\$1.00/per lot	=	\$	66.00
Reserves 15% of total cost of maintenance					=	\$	183.11
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	1,591.95

$$\text{Estimated Cost Per Year} = \frac{\$ 1,591.95}{66} = \$ 24.49$$

2023/2024 Assessment \$ 840.44 = \$ 12.72

$$\text{2024/2025 Assessment} \quad \$ \frac{840.44}{66} = \$ 12.72$$

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2024/2025
Approved CIP 2003
Adjusted 2008
Maximum Assessment \$2,607.14

Estimated Accumulated Costs 2023/2024 \$ 3,313.18

Maintenance: 3,538 sq.ft. of landscaping area
Project Management: 44 lots
Fund Balance: \$ (14,038.42)

1. Landscape	3,538	sq.ft. @ \$	0.190	=	\$	672.22
2. Utilities	3,538	sq.ft. @ \$	0.360	=	\$	1,273.68
3. Repair/Maintenance	3,538	sq.ft. @ \$	0.030	=	\$	106.14
4. Tree Maintenance	3,538	sq.ft. @ \$	0.050	=	\$	176.90
5. Printing/Postage	3,538	sq.ft. @ \$	0.021	=	\$	75.01
			<u>\$ 0.651</u>	=	<u>\$</u>	<u>2,303.95</u>

Maintenance	3,538	sq.ft. x \$	0.65	=	\$	2,303.95
Administrative Fee	\$ 2,303.95	x \$	0.10	=	\$	230.39
County Fee	44	x \$1.00/per lot		=	\$	44.00
Reserves	15% of total cost of maintenance			=	\$	345.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	1,403.84
					<u>\$</u>	<u>4,327.77</u>

Estimated Cost Per Year \$ 4,327.77
44 = \$ 98.36

2023/2024 Assessment \$ 2,607.14
44 = \$ 59.24

2024/2025 Assessment \$ 2,607.14
44 = \$ 59.24

District No. 25 - Casas del Rio Subdivision

Fiscal Year 2024/2025

Approved CPI 2003

(Adjusted 2003)

Maximum Assessment \$33,112.96

Estimated Accumulated Costs 2023/2024 \$ 16,230.92

Maintenance: 55,950 sq. ft. of landscaping are
Project Management: 118 lots
Fund Balance: \$ 4,221.32

1. Landscape	55,950	sq.ft.	@	\$ 0.150	=	\$ 8,392.50
2. Utilities	55,950	sq.ft.	@	\$ 0.060	=	\$ 3,357.00
3. Repair/Maintenance	55,950	sq.ft.	@	\$ 0.070	=	\$ 3,916.50
4. Tree Maintenance	55,950	sq.ft.	@	\$ 0.020	=	\$ 1,119.00
5. Printing/Postage	55,950	sq.ft.	@	\$ 0.00135	=	\$ 75.53
6. Graffiti Maintenance	55,950	sq.ft.	@	\$ 0.005	=	\$ 279.75
				<u>\$ 0.306</u>		<u>\$ 17,140.28</u>

Maintenance	55,950	sq.ft.	x	0.306	=	\$ 17,140.28
Administrative Fee	\$ 17,140.28		x	\$0.10	=	\$ 1,714.03
County Fee	118		x	\$1.00/per lot	=	\$ 118.00
Reserves	15% of total cost of maintenance				=	\$ 2,571.04
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	
						<u>\$ 21,543.35</u>

Estimated Cost Per Year \$ 21,543.35 = \$ 182.57
118

2023/2024 Assessment \$ 22,610.32 = \$ 191.61
118

2024/2025 Assessment \$ 22,610.32 = \$ 191.60
118

District 26 - Orchard Ridge Phase 9 Subdivision
Fiscal Year 2024/2025
Maximum Assessment \$910.98

Estimated Accumulated Costs 2023/2024 \$ 469.41

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: \$ 193.20

1. Utilities	10 lumens @ \$30.21	=	\$	422.94
2. Printing/Copying	1 @ \$50.00	=	\$	50.00
			\$	472.94

Maintenance	\$	472.94	x	1	=	\$	472.94
Administrative Fee	\$	472.94	x	\$0.10	=	\$	47.29
County Fee		47	x	\$1.00/per lot	=	\$	47.00
Reserves 15% of total cost of maintenance					=	\$	70.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						\$	638.18

Estimated Cost Per Year	\$	<u>638.18</u>	=	\$	13.58
		47			

2023/2024 Assessment	\$	<u>910.98</u>	=	\$	19.38
		47			

2024/2025 Assessment	\$	<u>910.98</u>	=	\$	19.38
		47			

District No. 31 - Williams Ranch Phase 2 & 3 Subdivision

Fiscal Year 2024/2025

Approved CPI 2006 (Adjusted 2006)

Maximum Assessment \$2,303.51

Estimated Accumulated Costs 2023/2024

\$ 4,763.47

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 ea. @ 5,800 lumens
		2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	\$ (25,877.14)	

1. Landscape	6,512	sq.ft.	@ \$ 0.190	=	\$ 1,237.28
2. Utilities	6,512	sq.ft.	@ \$ 0.080	=	\$ 520.96
3. Repair/Maintenance	6,512	sq.ft.	@ \$ 0.040	=	\$ 260.48
4. Tree Maintenance	6,512	sq.ft.	@ \$ 0.130	=	\$ 846.56
5. Printing/Postage	6,512	sq.ft.	@ \$ 0.0115	=	\$ 74.89
6. Graffiti Maintenance	6,512	sq.ft.	@ \$ 0.025	=	\$ 162.80
			<u>\$ 0.477</u>		<u>\$ 3,102.97</u>

Maintenance	3,103	sq.ft.	x \$ 0.477	=	\$ 1,480.12
Administrative Fee	\$ 3,102.97		x \$ 0.10	=	\$ 310.30
County Fee	85 lots		x \$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance				=	\$ 465.45
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 2,587.71
					<u>\$ 4,928.58</u>

Estimated Cost Per Year	<u>\$ 4,928.58</u>	=	\$ 57.98
	85		

2023/2024 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

2024/2025 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

District No. 32 - Sunrise Villa Phase 1-3

Fiscal Year 2024/2025

Approved CPI 2006

Maximum Assessment \$1,513.54

Estimated Accumulated Costs 2023/2024

\$ 591.15

Maintenance: lighting 13ea. @ 5,800 lumens
 Project Management: 54 lots
 Fund Balance: \$ 400.16

1. Utilities	13 @ 5,800 lumens	@ \$ 30.2100	= \$ 392.73
2. Printing	1	@ \$ 50.0000	= \$ 50.00
			<u>\$ 442.73</u>

Maintenance	\$ 442.73	x 1	= \$ 442.73
Administrative Fee	\$ 442.73	x \$ 0.10	= \$ 44.27
County Fee	54	x \$1.00/per lot	= \$ 54.00
Reserves 15% of total cost of maintenance			= \$ 66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=
			<u>\$ 607.41</u>

Estimated Cost Per Year	\$ <u>607.41</u>	=	\$ 11.25
	54		

2023/2024 Assessment	\$ <u>525.18</u>	=	\$ 9.72
	54		

2024/2025 Assessment	\$ <u>540.00</u>	=	\$ 10.00
	54		

District No. 33 - New Expressions Phase 4 Subdivision

Fiscal Year 2024/2025

Approved CPI 2006

(Adjusted 2006)

Maximum Assessment \$1,504.87

Estimated Accumulated Costs 2023-2024 \$ 752.49

Maintenance: 220 ft. of wall
 Lighting: 11 ea. @ 5,800 lumens
 2 ea. @ 9,500 lumens
 Project Management: 58 lots
 Fund Balance: \$ 222.43

1. Utilities	11 @ 5,800 lumens	@ \$ 104.160	=	\$ 1,145.76
	2 @ 9,500 lumens	@ \$ 125.160	=	\$ 250.32
2. Printing/Postage	1	@ \$ 75.000	=	\$ 75.00
				<u>\$ 1,471.08</u>

Maintenance	\$ 1,471.08	x 1	=	\$ 1,471.08
Administrative Fee	\$ 1,471.08	x \$ 0.10	=	\$ 147.11
County Fee	58 lots	x \$1.00/per lot	=	\$ 58.00
Reserves 15% of total cost of maintenance				\$ 220.66
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				<u>\$ 1,896.85</u>

Estimated Cost Per Year \$ 1,896.85 = \$ 32.70
58

2023/2024 Assessment \$ 752.44 = \$ 12.96
58

2024/2025 Assessment \$ 752.44 = \$ 12.96
58

Maximum Assessment \$1,928.30

$$\text{2024/2025 Assessment} \quad \$ \frac{1,928.30}{78} = \quad \$ \quad 24.72$$

District No. 35 - Meadow Breeze Phase 1

Fiscal Year 2024/2025

Approved CPI 2006

(Adjusted 2006)

Maximum Assessment \$1,001.39

Estimated Accumulated Costs 2023/2024 \$ 894.32

Maintenance: lighting: 9 ea @ 5,800 lumens
 Project Management: 44 lots
 Fund Balance: \$ (2,590.90)

Utilities					Formula
1. Utilities	9 lumens	@ \$	104.16	=	\$ 937.44
2. Printing/Postage	1	@ \$	75.00	=	\$ 75.00
					<u>\$ 1,012.44</u>

Maintenance	\$ 1,012.44	x	1	=	\$ 1,012.44
Administrative Fee	\$ 1,012.44	x	\$ 0.10	=	\$ 101.24
County Fee	44 lots	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 151.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 259.09
					<u>\$ 1,568.64</u>

Estimated Cost Per Year	\$ <u>1,568.64</u>	=	\$ 35.65
	44		

2023/2024 Assessment	\$ <u>1,001.39</u>	=	\$ 22.76
	44		

2024/2025 Assessment	\$ <u>1,001.39</u>	=	\$ 22.76
	44		

District No.38 - Ranch Victoria, Phase One Subdivision

Fiscal Year 2024/2025

Approved CPI 2007

(Adjusted 2008)

Maximum Assessment \$529.89

Estimated Accumulated Costs 2023/2024 \$ 497.53

Maintenance: lighting: 2 ea. lumens @ 5,800
 Project Management: 6 lots
 Fund Balance: \$ (511.03)

					Formula
1. Utilities	2 lumens	@ \$	104.16	=	\$ 208.32
2. Printing/Postage	1	@ \$	75.00	=	\$ 75.00
					<u>\$ 283.32</u>

Maintenance	\$ 283.32	x	1	=	\$ 283.32
Administrative Fee	\$ 283.32	x	\$ 0.10	=	\$ 28.33
County Fee	6	x	\$1.00/per lot	=	\$ 6.00
Reserves 15% of total cost of maintenance					\$ 42.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ 51.10
					<u>\$ 411.26</u>

Estimated Cost Per Year \$ 411.26 = \$ 68.54
 6

2023/2024 Assessment \$ 529.89 = \$ 88.32
 6

2024/2025 Assessment \$ 529.89 = \$ 88.32
 6

District No. 40 - Amalene Estates
Fiscal Year 2024/2025
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment \$7648.22

Estimated Accumulated Costs 2023/2024 \$ 5,103.75

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	17	16 ea. @ 5,800 lumens
		1 ea. @ 16,000 lumens
Project Management:	26	lots
Fund Balance:	\$ 6.62	

1. Landscape	5,445	sq.ft.	@	\$ 0.400	=	\$ 2,178.00
2. Utilities	5,445	sq.ft.	@	\$ 0.250	=	\$ 1,361.25
3. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	=	\$ 217.80
4. Tree Maintenance	5,445	sq.ft.		\$ 0.040		\$ 217.80
5. Printing/Postage	5,445	sq.ft.	@	\$ 0.0138		\$ 75.14
				\$ 0.744		\$ 4,049.99

Maintenance	4,050	sq.ft.	x	\$ 0.744	=	\$ 3,013.19
Administrative Fee	\$ 4,049.99		x	\$0.10	=	\$ 405.00
County Fee	26		x	\$1.00/per lot	=	\$ 26.00
Reserves	15% of total cost of maintenance				=	\$ 607.50
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
				\$ 4,051.69		\$ 4,051.69

Estimated Cost Per Year	\$ 4,051.69	=	\$ 155.83
	26		

2023/2024 Assessment	\$ 5,560.82	=	\$ 213.88
	26		

2024/2025 Assessment	\$ 5,560.82	=	\$213.88
	26		

District No. 43 - Sierra Meadows Phase 2

Fiscal Year 2024/2025

Approved CPI 2008

(Adjusted 2008)

Maximum Assessment \$18,564.42

Estimated Accumulated Costs 2023/2024

\$ 11,294.13

Maintenance:	27,960	sq.ft. of landscaping area, 2,614 of wall
Lighting:	36	28 ea. @ 5,800 lumens
		8 ea. @ 16,000 lumens
Project Management:	61	lots
Fund Balance:	\$ 984.52	

1. Landscape	27,960	sq. ft.	@	\$ 0.150	=	\$ 4,194.00
2. Utilities	27,960	sq.ft.	@	\$ 0.071	=	\$ 1,993.55
3. Repair/Maintenance	27,960	sq.ft.	@	\$ 0.006	=	\$ 164.96
4. Tree Maintenance	27,960	sq.ft.	@	\$ 0.004	=	\$ 111.84
5. Printing/Postage	27,960	sq.ft.	@	\$ 0.0027	=	\$ 75.49
				\$ 0.234		\$ 6,539.84

Maintenance	27,960	sq.ft.	x	\$ 0.23700	=	\$ 6,626.52
Administrative Fee	\$ 2,481.71		x	\$ 0.10	=	\$ 248.17
County Fee	61 lots		x	\$1.00/per lot	=	\$ 61.00
Reserves 15% of total cost of maintenance					=	\$ 980.98
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 7,916.67

Estimated Cost Per Year	\$ 7,916.67	=	\$ 129.78
	61		

2023/2024 Assessment	\$ 8,154.17	=	\$ 133.66
	61		

District No.44 - Summit Estates Phase 1 Subdivision

Fiscal Year 2024/2025

Approved CPI 2008

(Adjusted 2008)

Maximum Assessment \$5,629.48

Estimated Accumulated Costs 2023/2024

\$ 5,775.43

Maintenance: 4,300 sq.ft. of landscaping area, 242 ft. of wall, and
 Lighting: 23 20 ea. @ 5,800 lumens
 3 ea. @ 9,500 lumens

Project Management: 70

Fund Balance: \$ 321.41

1. Landscape	4,300	sq.ft. @ \$	0.400	=	\$	1,720.00
2. Utilities	4,300	sq.ft. @ \$	0.080	=	\$	344.00
3. Repair/Maintenance	4,300	sq.ft. @ \$	0.040	=	\$	172.00
4. Tree Maintenance	4,300	sq.ft. @ \$	0.100	=	\$	430.00
5. Printing/Postage	4,300	sq.ft. @ \$	0.010	=	\$	43.00
6. Graffiti Maintenance	4,300	sq.ft. @ \$	0.0176	=	\$	75.68
			<u>\$ 0.648</u>	=	<u>\$</u>	<u>2,784.68</u>

Maintenance	4,300	sq.ft. x \$	0.648	=	\$	2,784.68
Administrative Fee	\$ 2,784.68	x \$	0.10	=	\$	278.47
County Fee	69	x \$1.00/per lot		=	\$	69.00
Reserves	15% of total cost of maintenance			=	\$	417.70
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=		
					<u>\$</u>	<u>3,549.85</u>

Estimated Cost Per Year \$ 3,549.85 = \$ 51.45
 69

2023/2024 Assessment \$ 5,100.73 = \$ 73.92
 69

2024/2025 Assessment \$ 5,629.48 \$ 81.58
 69

District No. 46- Moorea Manor
Fiscal Year 2024/2025
Approved CPI 2009
(Adjusted 2009)

Estimated Accumulated Costs 2023/2024 \$ 3,585.32

Maintenance:	1,460	sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4	4 ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (1,991.30)	

1. Landscape	1,460	sq.ft.	@	\$ 1.850	= \$	2,701.00
2. Utilities	1,460	sq.ft.	@	\$ 0.500	= \$	730.00
3. Printing/Postage	1,460	sq.ft.	@	\$ 0.052	= \$	75.92
4. Graffiti Maintenance	1,460	sq.ft.	@	\$ 0.140	= \$	204.40
				<u>\$ 2.542</u>		<u>\$ 3,711.32</u>

Maintenance	1,460	sq.ft.	x	2.540	= \$	3,711.32
Administrative Fee	\$ 3,711.32		x	\$0.10	= \$	371.13
County Fee	16		x	\$1.00/per lot	= \$	16.00
Reserves	15% of total cost of maintenance				= \$	556.70
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= \$	199.13
					<u>\$</u>	<u>4,854.28</u>

Estimated Cost Per Year	<u>\$ 4,854.28</u>	=	\$ 303.39
	16		

2023/2024 Assessment	<u>\$ 4,854.28</u>	=	\$ 293.16
	16		

District No. 47 - Chelsea Glen Subdivision Fiscal Year 2024/2025
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Estimated Accumulated Costs 2023/2024

\$ 4,536.93

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	87	lots
Fund Balance:	\$ 2,679.89	

1. Landscape	4,560	sq.ft. @ \$	0.190	=	\$	866.40
2. Utilities	4,560	sq.ft. @ \$	0.250	=	\$	1,140.00
3. Repair/Maintenance	4,560	sq.ft. @ \$	0.030	=	\$	136.80
4. Tree Maintenance	4,560	sq.ft. @ \$	0.150	=	\$	684.00
5. Printing/Postage	4,560	sq.ft. @ \$	0.0166	=	\$	75.70
6. Graffiti Maintenance	4,560	sq.ft. @ \$	0.090	=	\$	410.40
			<u>\$ 0.727</u>	=	<u>\$</u>	<u>3,313.30</u>

Maintenance	4,560	sq.ft. x \$	0.750	=	\$	3,420.00
Administrative Fee	\$ 3,420.00	x \$0.10		=	\$	342.00
County Fee	87	x \$1.00/per lot		=	\$	87.00
Reserves 15% of total cost of maintenance				=	\$	496.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>4,345.99</u>

Estimated Cost Per Year	\$	<u>4,345.99</u>	=	\$	49.95
		87			

2024/2025 Assessment	\$	<u>2,998.52</u>	=	\$	34.46
		87			

District No.53 - Trooper Terrace Fiscal Year 2024/2025
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Estimated Accumulated Costs 2023/2024

\$ 2,371.98

Maintenance:	4,414	sq. ft. of landscaping area
Lighting	11	ea. @ 5,800 lumens
Project Management:	17	lots
Fund Balance:	\$ (415.22)	

1. Landscape	4,414	sq.ft.	@ \$	0.090	=	\$	397.26
2. Graffiti Maintenance	4,414	sq.ft.	@ \$	0.050	=	\$	220.70
3. Tree Maintenance	4,414	sq.ft.	@ \$	0.080	=	\$	353.12
4. Printing/Postage	4,414	sq.ft.	@ \$	0.017	=	\$	75.04
5. Utilities	4,414	sq.ft.	@ \$	0.250	=	\$	1,103.50
6. Repair/Maintenance	4,414	sq.ft.	@ \$	0.030	=	\$	132.42
			\$	0.517	=	\$	2,282.04

Maintenance	4,414	sq.ft.	x \$	0.517	=	\$	2,282.04
Administrative Fee	\$ 2,282.04		x \$0.10		=	\$	228.20
County Fee	17		x \$1.00/per lot		=	\$	17.00
Reserves 15% of total cost of maintenance					=	\$	342.31
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	41.52
						\$	2,911.07

Estimated Cost Per Year	\$	<u>2,911.07</u>	=	\$	171.24
		17			

2024/2025 Assessment	\$	<u>1,500.55</u>	=	\$	88.26
		17			

District 54 - Cambria Windsor Court
Fiscal Year 2024/2025

Estimated Accumulated 2023/2024 \$ 4,681.54

Maintenance: 33,256 sq.ft. of landscaping
Project Management: 80 lots, lighting 11 lumens @ 5,800
Fund Balance: \$ 3,034.29

Maintenance

1. Landscape/Tree Maintenance	33,256 @	\$	0.120	=	\$	3,990.72
2. Graffiti Maintenance	33,256 @	\$	0.025	=	\$	831.40
3. Tree Maintenance	33,256		0.045	=	\$	1,496.52
4. Postage/Printing	33,256 @	\$	0.003	=	\$	99.77
5. Utilities	33,256 @	\$	0.060	=	\$	1,995.36
6. Repair/Maintenance	33,256 @	\$	0.050	=	\$	1,662.80
			<u>0.303</u>	=	\$	<u>10,076.57</u>

Maintenance	33,256	\$	0.303	=	\$	10,076.57
Administrative Fee	\$ 10,076.57 x	\$	0.100	=	\$	1,007.66
County Fee	80 @ \$1.00/per lot			=	\$	80.00
Reserves 15% of total cost of maintenance				=	\$	1,511.49
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	<u>12,675.71</u>

Estimated Cost Per Year: \$ 12,675.71
80 = \$ 158.44

2023/2024 Assessment \$ 4,137.22
80 = \$ 51.72

2024/2025 Assessment \$ 4,137.22
80 = \$ 51.72

This concludes the 2024/2025 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356





CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization of Street Closures for the National Night Out Community Event on August 6, 2024

SOURCE: Police

COMMENT: The 2024 Annual National Night Out is scheduled for Tuesday, August 6, 2024. The Porterville Police Department is excited to participate in this wonderful community engagement campaign and invites residents in Porterville to come out and meet with us at our block party. Block parties are a way to instill a sense of community and safety between residents and our police officers. The Police Department will be grilling hot dogs and offering them for free to strengthen the bonds of community.

National Night Out is a great opportunity to meet the women and men of the Porterville Police Department who work hard to keep our community safe. This event will include many booths that will encompass multiple blocks on Main Street in the vicinity of Centennial Park and City Hall. In order to accommodate the booths, staff recommends the closure of Main Street from Thurman Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M. on August 6, 2024.

For additional consideration, last year, in support of the approval of the City's community civic event, the Council also authorized scheduling its regular meeting to begin at 3:00 PM.

RECOMMENDATION: That the City Council authorize the closure of Main Street from Thurman Avenue to Putnam Avenue and adjacent side streets to the alleys from 3:00 P.M. to 10:00 P.M. for the National Night Out community event on August 6, 2024.

ATTACHMENTS: 1. Thurman to Putnam Street Closure Plan

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager

HOCKEY STREET

HOCKEY STREET

HARRISON AVENUE

HARRISON AVENUE

ALLEY

ALLEY

MAIN STREET

THURMAN AVENUE

THURMAN AVENUE

ALLEY

ALLEY

CITY
HALL

CENTENNIAL
PARK

CLEVELAND AVENUE

CLEVELAND AVENUE

ALLEY

ALLEY

MAIN STREET

PUTNAM AVENUE

PUTNAM AVENUE



Not To Scale



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Authorization of Street Closure for KJUG Concert

SOURCE: Parks and Leisure Services

COMMENT: The City is once again part of the KJUG free summer concert series. KJUG is working on finalizing a date for the concert after the initial date of July 15, 2024, had to be postponed. The concert is expected to begin at 6:30 PM and be finished by 8:00 PM. Similar to previous KJUG concerts and to ensure the safety of attendees, City staff is recommending the same street closure as in past years, as is proposed on the attached street closure and traffic plan.

RECOMMENDATION: That the City Council authorize the street closures for the KJUG concert on a date to be determined.

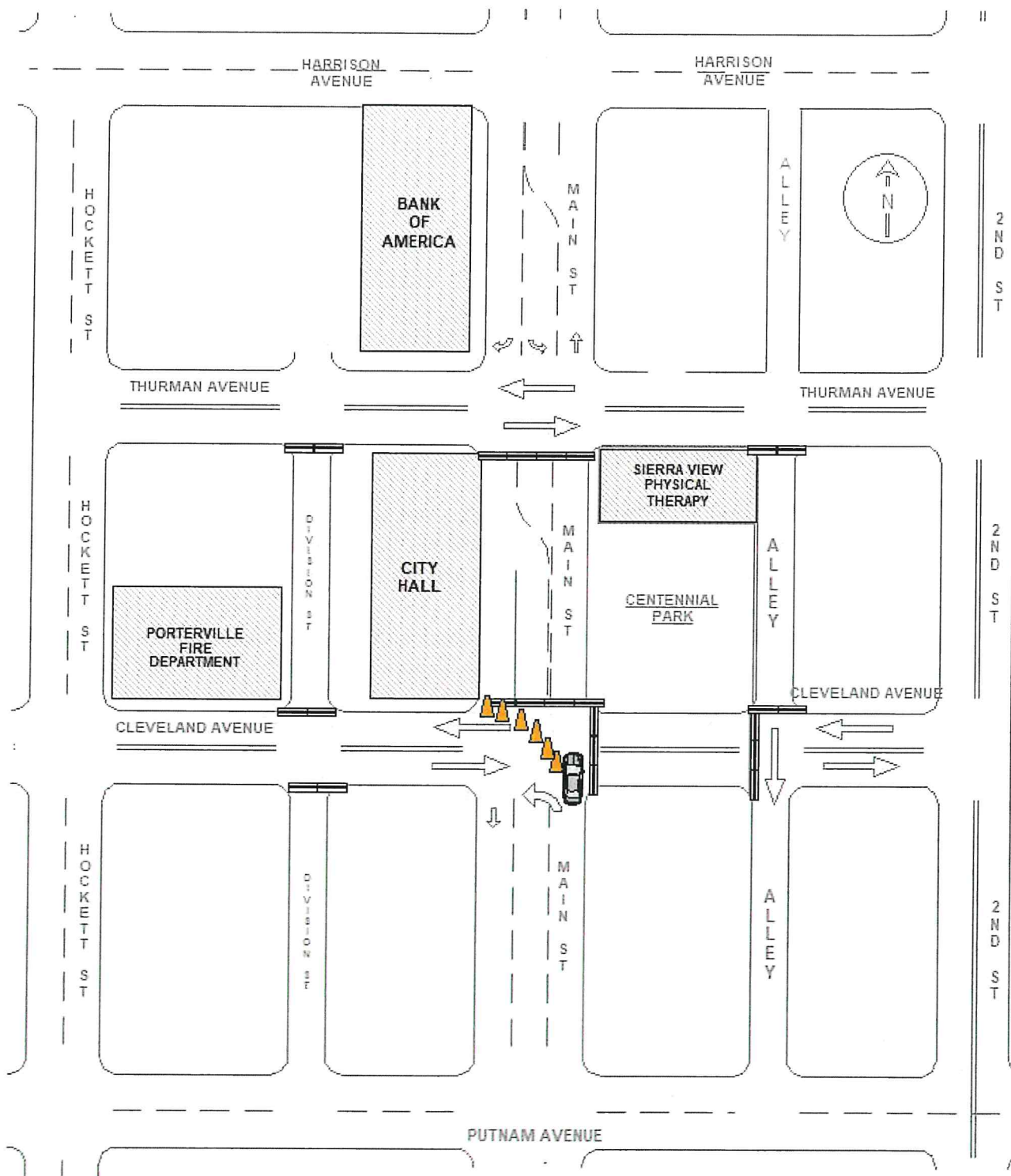
ATTACHMENTS: 1. KJUG Concert Traffic Plan

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager





CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Approval of Community Civic Event - American Conservatory - Elite Night Lights - August 2, 2024

SOURCE: Finance

COMMENT: The American Conservatory is requesting approval to hold the "Elite Summer Nights" event on Friday, August 2, 2024, from 4:00 PM to 8:00 PM. The applicant is requesting closure and use of the public parking lot behind Keller Williams Elite Team Real Estate located at 109 North Main Street. This event is a benefit car show for the Elite Lift Foundation, which provides scholarships to high school seniors. The applicant is asking for the ability to park show cars within the parking lot behind Keller Williams Elite Realty, between Hockett Street and the alley.

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 from the American Conservatory on August 2, 2024, located in the parking lot behind Keller Williams Elite Realty, between Hockett Street and the alley, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, and Exhibit B.

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? E-mail address? Website?
Application date: 6/17/24 Event date: 8/2/24
Event time: 4pm-8pm

Name of Event: ELITE SUMMER NIGHTS

Sponsoring organization: AMERICAN CONSERVATORY Phone # 804 0173
Address: _____

Authorized representative: JOSH FLOWERS Phone # 804 0173
Address: EDWARD WILLIAMS 310 5681

Event chairperson: MICHELLE GIBBONS Phone # 559 799 4848

Location of event 109 N MAIN ST PORTERVILLE, CA
(Location map must be attached)

Description of event: BENEFIT CAR SHOW FOR AMERICAN CONSERVATORY-ELITE 4FT

Purpose of event: _____

Non-profit organization status: AMERICAN CONSERVATORY

(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): 1 BACK PARKING LOT OPENING 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/gov/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)*

ew 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.

ew 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.

ew 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.

ew 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.

ew 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.

AMERICAN CONSERVATORY
(Name of Organization)

(Signature) *Edward Willis*

(Date) *6/17/24*

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: ELITE SUMMER NIGHTS

Sponsoring organization: AMERICAN CONSERVATORY

Location: 109 N MAIN ST PORTERVILLE Event date: 8/21 Event time: 4pm-8pm

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 enclosed 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: ELITE Summer NIGHTS

Sponsoring organization: AMERICAN CONSERVATORY ELITE LIFT

Event date: 8/2/24 Hours: 4pm-8pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From which Street</u>	<u>To which Street</u>	<u>Activity</u>

Sidewalks

From which sidewalk

To which sidewalk

Activity

Parking lots and spaces

Location

Activity

PARKING LOT
BEHIND 109 W.
MAIN ST.

BETWEEN HOCKETT & AVE

CAR SHOW

109 N Main St



109 N Main St

Directions

Save

Nearby

Send to phone

Share

109 N Main St, Porterville, CA 93257

3X8M+WC Porterville, California

Suggest an edit on 109 N Main St

Add a missing place

Add your business

Add a label

RestaurantsHotelsThings to doTransitParkingPharmacies

United States Postal Service

Real_Estate_Transfer_Disclosure_Statement_1_-_623_ts01664_ts53529 (1).pdf

★

The Vault Bar & Grill

Stafford's Chocol

Porterville Public Library

Requirements for Community Civic Event
American Conservatory
Elite Summer Nights
August 2, 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 are sufficient for what is proposed on the community civic event application.
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: American Conservatory
Event: Elite Summer Nights
Event Chairman: Michelle Gibbons
Location: Parking Lot Behind 109 W. Main St., Porterville CA
Date of Event: August 2, 2024 (4:00 p.m.- 8:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

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

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

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Elite Summer Nights Car Show
August 2, 2024 / 4:00 PM—8:00 PM
Parking Lot Behind 109 West Main Street (between Hockett Street and Alleyway)**

Recommendations/Requirements:

- Any and all street closures in the city, if needed, require City Council approval.
- If event organizers anticipate the need to have vehicles removed from the associated streets, alleys, or parking lots, the areas in question must be properly posted, in accordance with the California Vehicle Code, well in advance of the event. Event organizers shall contact Traffic Sergeant Jay Starling of the Porterville Police Department no less than 15 days prior to the event if vehicle removal is to be authorized. He can be contacted at 559-782-7400.
- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.
- Parking lot shall be properly closed to through traffic, and shall be posted accordingly to prevent the dangers of involving pedestrian and vehicular traffic.
- An Outside Amplifier Permit has been requested and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets, alleys, and parking lot are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

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: ELITE TEAM POWERED BY KEUER
WILLIAMS 109 N. MAIN ST PORTERVILLE, CA 93257
- 2 Address where amplification equipment is to be used: 109 N MAIN ST
- 3 Names and addresses of all persons who will use or operate the amplification equipment: EDWARD WILLIAMS 109 N MAIN ST RENEE JANZEN
- 4 Type of event for which amplification equipment will be used: BENEFIT CAR SHOW
- 5 Dates and hours of operation of amplification equipment: 8/2/24 4pm-8pm
- 6 A general description of the sound amplifying equipment to be used: SPEAKER & MIC

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

6/17/24
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

07/02/2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2024

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

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

PRODUCER CommercialInsurance.net LLC dba Tivly Insurance PO Box 721946 Oklahoma City OK 73172		CONTACT NAME: Tivly Insurance PHONE (A/C, No, Ext): 8773232772 E-MAIL ADDRESS: service@tivlyinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: ACE Fire Underwriters Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 20699
INSURED AMERICAN CONSERVATORY CORP 33167 CALIFORNIA 190 SPRINGVILLE, CA 93265				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	x	x	D02327739	06/24/2024	06/24/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Deductible \$ 0
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Motor Truck Cargo						

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

Operations: 65171 Charitable Foundation
Location Legal Description: POR BLK 1, TOWNSITE OF PORTERVILLE, RM 1107

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N Main St Porterville, CA 932573737	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sarah Reid

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N. Main St. Porterville, CA 93257
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS POLICY CHANGES

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW.

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
D02327739	06-28-2024	ACE Fire Underwriters Insurance Company
NAMED INSURED		AUTHORIZED REPRESENTATIVE
AMERICAN CONSERVATORY CORP		Ketan Vaidya
CHANGES		
ADD: (Additional Insured - Designated Person or Organization Insured #1 City of Porterville Successor Agency to the Porterville Redevelopment Agency 291 N. Main St. Porterville, CA 93257)		

POLICY AMOUNT AND PREMIUM ADJUSTMENT					
Coverage Description	Limits Of Insurance		Premiums		Add'l Premium Return Premium
	Previous Limit Of Insurance	New Limit Of Insurance	Previous Premium	New Premium	

OPTIONAL COVERAGES			
The following optional coverages are added under this policy when designated by an "X" in the box(es) shown below.			Add'l Premium
			Return Premium
		Limits Of Insurance	
	Outdoor Signs (Location#1)	\$	\$
	Burglary and Robbery (Named Peril Endorsement only)	\$	\$
		Inside the Premises	
		Outside the Premises	
	Or		
	Money and Securities	\$	\$
		Inside the Premises	
		Outside the Premises	
	Employee Dishonesty	\$	\$
		each occurrence	
	Equipment Breakdown (Location #1, 0)	\$	\$

TOTAL PREMIUM ADJUSTMENTS	
PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE	
ADDITIONAL	RETURN
\$	\$
REMOVAL PERMIT	If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Ketan Vaidya

Authorized Representative Signature



**POLICYHOLDER
DISCLOSURE NOTICE OF
TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A

\$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 2
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

AMERICAN CONSERVATORY CORP

Print Name

2024-06-28

Date

ACE Fire Underwriters Insurance Company
Insurance Company

CLUCAD023277391X

Policy Number

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$ 2
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of
Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Approval of Community Civic Event - Parenting Network - Porterville United Car Show - August 3, 2024

SOURCE: Finance

COMMENT: The Parenting Network is requesting approval to hold the Porterville United Car Show on Saturday, August 3, 2024, from 8:00 AM to 3:00 PM, at Veterans Park. The purpose of this event is to conduct a back-to-school shoe drive to donate to kids in need. The applicant is asking for the ability to park show cars and set up vendor booths on the grass area along Newcomb Street and Henderson Avenue within the park.

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, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council approve the Community Civic Event application from the Parenting Network on August 3, 2024, at Veterans Park, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS:

1. Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, Outside Amplifier Permit, and Certificate of Liability Insurance

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? _____

Application date: 6.28.24 Event date: 8/3/24

Event time: 8am - 3pm

Name of Event: Porterville United Car Show

Sponsoring organization: Parenting Network Phone # 559.793.2527

Address: 770 N. Main St

Authorized representative: Fior Martinez Phone # 559.793.2527

Address: 770 N. Main St

Event chairperson: Fior Martinez Phone # 559.793.2527

Location of event Veterans Park

(Location map must be attached)

Description of event: Car Show + Back to School Shoe Drive

Purpose of event: Donate shoes to kids in need

Non-profit organization status: 77-0188710

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes _____ No _____

Police protection Yes ☒ No _____ Refuse pickup Yes _____ No _____

Other: _____

Parks facility application required: Yes _____ 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)*

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.

Parenting Network

(Name of Organization)

[Signature]

(Signature)

4/28/24

(Date)

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

Location: Veterans Park Event date: 8-3-24 Event time: 8am-3pm

[illegible]

3 of 4

ORG	CONTACT	BUS LIC?	TYPE OF ACTIVITY
ONE OF A KIND CREATIONS by Criz	559-719-7569	YES	RETAIL
LOS UNIKOZ HUARACHES	559-920-8459	YES	RETAIL
SCOTTY'S COUNTRY TIME LEMON SHAKERS	559--542-4014	YES	FOOD
RUIZ FUNNELS	559-556-3022	YES	FOOD
TIPSY'S GARDEN SUCCULENTS	559-542-6959	NO	RETAIL
J & L DETAIL	559-361-5766	NO	CAR DETAILING SERVICES
MI FAMILIA MEXICAN GRILL	559-792-8438	NO	FOOD
ELEVATED	559-310-3696	NO	FOOD
TACOS	559-361-5746	NO	FOOD
YESI & SONS	559-542-9829	NO	FOOD
Big Belly BBQ	559-361-7515	NO	FOOD
The SmokeHouse-Tulare	559-458-1383	YES	FOOD
Squeaky Squeegee	559-310-9954	NO	RETAIL
Homemade Jewelry	314-702-0504	NO	FOOD
Liquid Sunshine Lemonade	559-350-0598	NO	FOOD
Aqua Fresca	559-310-9733	NO	FOOD
RN4LIFE	559-310-7542	NO	INFO BOOTH
candy apples	559-789-6769	NO	FOOD
Native American Beadwork	(559)756-6241	NO	RETAIL
Briones Shaved Ice and Cotton	559-310-9818	NO	FOOD
Leon's Produce Watermelons	559-333-1261	No	FOOD

005
SURVEILLANCE

ATTN: CRYSTAL A MARTINEZ
ONE OF A KIND CREATIONS BY CRIZ
865 S CHESS TERRANCE ST
PORTERVILLE, CA 93257

TULARE CO. ENVIRONMENTAL HEALTH
5957 S MOONEY BLVD
VISALIA, CA 93277



REGULATED FACILITY: ONE OF A KIND CREATIONS BY CRIZ
COUNTYWIDE
TULARE COUNTY, CA 93257
OWNER NAME: CRYSTAL A MARTINEZ

Facility #: FA1356909
Account #: AR1359131
District: 005

Valid From 3/1/2024 to 3/1/2025

PT0023419 1916 TEMP FOOD MULTI EVENT-ANNUAL VENDOR MOD RISK

A handwritten signature in blue ink, appearing to be "Z. A.", is written over a horizontal line.

Environmental Health Specialist

3/1/2024
Date Signed

This permit is issued with the condition that the facility remains in compliance with the California Retail Food Code, and all other laws and ordinances. Serious or repeat violations will result in an action to revoke this permit.

Please notify Environmental Health of any changes in ownership, business activity, business name, or billing address. Failure to notify Environmental Health may result in permit denial, revocation, and/or business closure. Permits become void on change of ownership. New owners must apply and pay for new Permit(s) prior to beginning operation.

PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE.

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
SELLER'S PERMIT



PERMIT NUMBER

221898912 - 00001

LOS UNIKOZ HUARACHES
CARLOS DURAN
690 N MIRAGE AVE
LINDSAY CA 93247-2039

START DATE:
April 16, 2024

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX
LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE
PERSONAL PROPERTY AT THE ABOVE LOCATION.

THIS PERMIT IS NOT VALID AT ANY OTHER ADDRESS.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-R REV. 20 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.

005

SURVEILLANCE

Produce or Temporary Event Permit ONLY

ATTN : SCOTTY HUBBARD
SCOTTY'S COUNTRY TIME LEMON SHAKERS
285 W WILLOW AVE APT 9
PORTERVILLE, CA 93257

TULARE CO. ENVIRONMENTAL HEALTH
5957 S MOONEY BLVD
VISALIA, CA 93277



REGULATED FACILITY

SCOTTY'S COUNTRY TIME LEMON SHAKERS
COUNTYWIDE
TULARE COUNTY, CA 93257

Facility #: FA1356944

Account #: AR1359168

District: 005

OWNER NAME

SCOTTY HUBBARD

Valid From 3/1/2024 to 3/1/2025

PT0023462 1916 - TEMP FOOD MULTI EVENT-ANNUAL VENDOR MOD RISK

Environmental Health Specialist

03-14/24

Date Signed

issued with the condition that the facility remains in compliance with the California Retail Food Code, and all other laws and ordinances. Violations will result in an action to revoke this permit.

Notify Environmental Health of any changes in ownership, business activity, business name, or billing address. Failure to notify Environmental Health may result in permit denial, revocation, and/or business closure. Permits become void on change of ownership. New owners must apply and pay for new Permit(s) prior to beginning operation.

PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE.

005
SURVEILLANCE

Produce or Temporary Event Permit ONLY

ATTN : MARIA CHRISTINA RUIZ
RUIZ FUNNELS
PO BOX 484
LINDSAY, CA 93247

TULARE CO. ENVIRONMENTAL HEALTH
5957 S MOONEY BLVD
VISALIA, CA 93277



REGULATED FACILITY: RUIZ FUNNELS
COUNTY WIDE
TULARE COUNTY, CA 93247

Facility #: FA1357111
Account #: AR1359333
District: 005

OWNER NAME: MARIA CHRISTINA RUIZ

Valid From 5/1/2024 to 5/1/2025

PT0023699 1917 - TEMP FOOD MULTI EVENT-ANNUAL VENDOR HIGH RISK

Adebo Elehinafe

Environmental Health Specialist

06/05/2024

Date Signed

This permit is issued with the condition that the facility remains in compliance with the California Retail Food Code, and all other laws and ordinances. Serious or repeat violations will result in an action to revoke this permit.

Please notify Environmental Health of any changes in ownership, business activity, business name, or billing address. Failure to notify Environmental Health may result in permit denial, revocation, and/or business closure. Permits become void on change of ownership. New owners must apply and pay for new Permit(s) prior to beginning operation.

PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE

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

Event date: 8.3.24 Hours: 8am-3pm

0: N/A

[illegible]4 of 4



Requirements for Community Civic Event
Parenting Network
Porterville United Car Show
August 3, 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>	Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles not involved in the event to park in permitted parking areas.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Risk management requires \$2M in Commercial General Liability coverage, with the City of Porterville named as an additional insured. Proof of this coverage is required by way of a Certificate of Insurance with the attached Endorsement page.
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: Parenting Network
Event: Porterville United Car Show
Event Chairman: Flor Martinez
Location: Veterans Park, Porterville CA
Date of Event: August 3, 2024 (8:00 a.m.- 3:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Parenting Network 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**

**Porterville United Car Show
August 3, 2024 / 8:00 AM-3:00 PM
Veteran's Park, Porterville**

Recommendations/Requirements:

- There shall be no sales, possession or consumption of alcoholic beverages in the park during the event.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- 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.
- At conclusion of the event, organizers shall ensure the park is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or residents visiting the park.
- Participant vehicles shall not be parked on any part of any sidewalk, or otherwise block traffic or pedestrian travel.
- 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 with Lieutenant Gurule or Lieutenant Hatch at (559) 782-7400.

Mark Azevedo, Lieutenant
Porterville Police Department

**City of Porterville/Fire Department
Community Civic Event Application**

**Porterville United Car Show
August 3, 2024 / 8:00 AM-3:00 PM
Veterans Park, Porterville**

Recommendations/Requirements:

All spacing for tents, tarps and canopies shall comply with the attached requirements for spacing.

All booths using electricity, preparing food, or using a generator shall have at a minimum a 2A:10B,C fire extinguisher that is properly tagged for use.

All trailers shall be separated from the towing vehicle and levelled. There shall be a minimum of 12' between units.

All food truck/trailers with a fixed extinguishing system shall have a current inspection tag on the system and the required K series extinguisher, along with the 2A:10B,C fire extinguisher.

Clayton Dignam, Fire Marshal
Porterville Fire Department



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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



Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

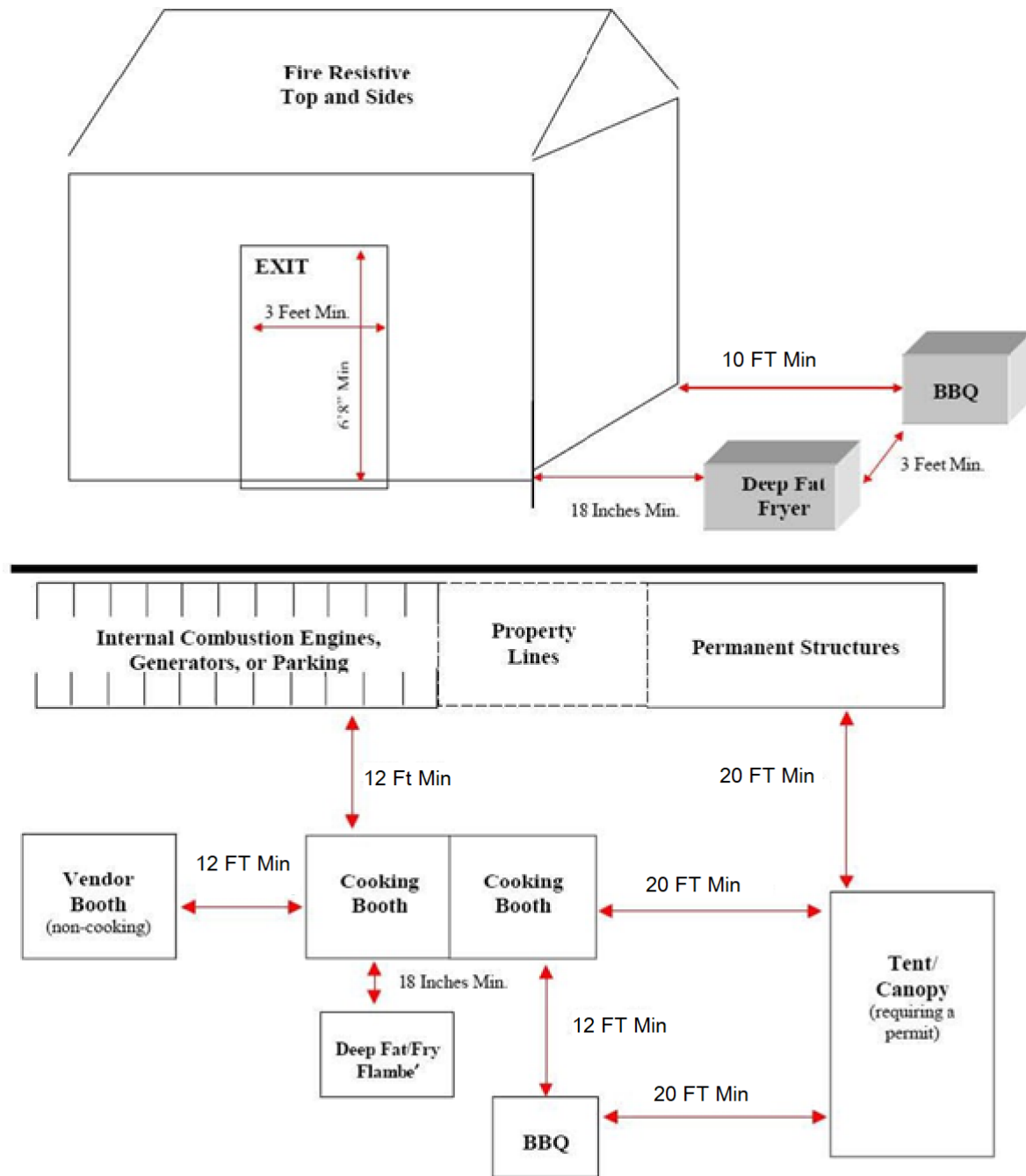
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall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

Additional Requirements:

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

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

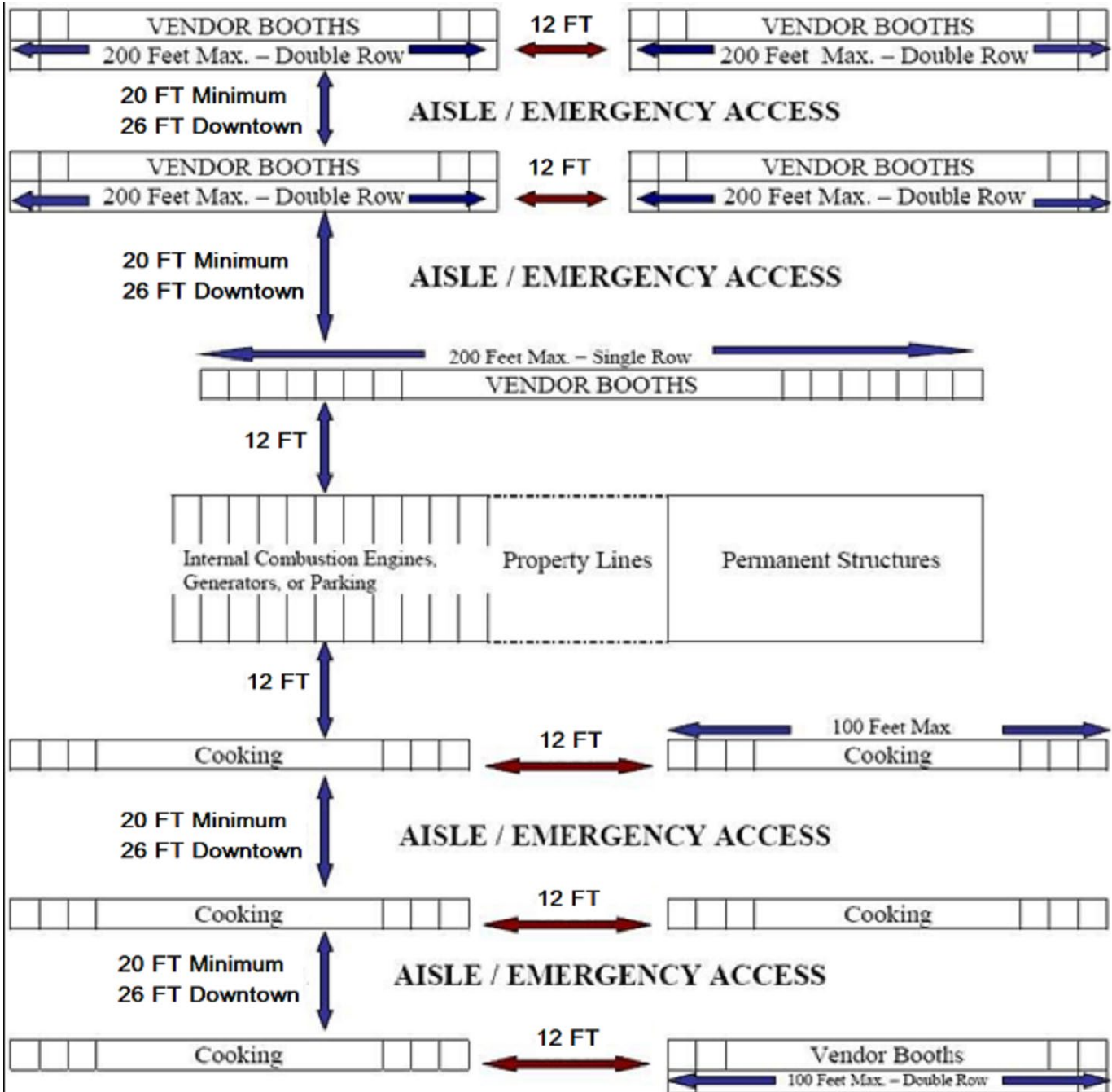
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



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

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

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

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



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

- 1 Name and home address of the applicant: Parenting Network - Porterville
770 N. Main St Porterville CA
- 2 Address where amplification equipment is to be used: 1501 W. Henderson Ave
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Flor Martinez
770 N. Main St Porterville CA
- 4 Type of event for which amplification equipment will be used: Car Show & Back to School
Shoe Drive
- 5 Dates and hours of operation of amplification equipment: 8.3.24 8am - 3pm
- 6 A general description of the sound amplifying equipment to be used: Speaker & Mic for music
and announcements

Section 18-9

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

07/25/24
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

07/01/2024

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2023

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

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

PRODUCER SEARCY INSURANCE CENTER, INC 15152 OAK RANCH DRIVE VISALIA, CA 93292		CONTACT NAME: JOHNNY SEARCY PHONE (A/C, No, Ext): 800-736-3904 FAX (A/C, No): 559-334-3442 E-MAIL ADDRESS: SEARCY.INSURANCE@GMAIL.COM	
INSURED PARENTING NETWORK, INC. 330 NORTH JOHNSON ST VISALIA, CA 93291		INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INS. CO. NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

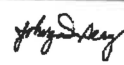
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2597611	10/16/2023	10/16/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CITY OF PORTERVILLE IS NAMED AS ADDITIONAL INSURED PER ATTACHED ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORTERVILLE 291 N. MAIN ST PORTERVILLE, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

POLICY NUMBER:
PHPK2597611

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Porterville, its officers, agents, officials, employees and volunteers, individually and collectively.

Subrogation is waived as regards the Additional Insured. 30 day Notice of Cancellation will be given the Additional Insured.

Insurance is Primary and Non-Contributory.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

PARENTING NETWORK

&

PORTERVILLE UNITED

presents

BACK 2 SCHOOL SHOE DRIVE

CAR SHOW

\$30 CAR ENTRY FEE

or

DONATE NEW SHOES FOR CAR ENTRY



For more info contact
[@porterville_united](https://www.instagram.com/porterville_united)

AUG 3
8am-3pm
VETERANS PARK

NO DRAMA

NO COLORS



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Approval of Community Civic Event - Porterville Breakfast Rotary - Run For Life - September 7, 2024

SOURCE: Finance

COMMENT: The Porterville Breakfast Rotary is requesting approval of the "Run for Life" event on Saturday, September 7, 2024, from 8:00 AM until 11:00 AM. The event is a 5k Run/Walk and will take place at Granite Hills High School. The applicant is requesting the use of the surrounding streets and sidewalks, including portions of Putnam Avenue, Olive Avenue, Crestview Street, Morton Avenue, Conner Street, and Tulsa Street.

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 contained in the attached Application and Agreement, Exhibit A and Exhibit B.

RECOMMENDATION: That the City Council approve the Community Civic Event application from Porterville Breakfast Rotary to hold the "Run for Life" event on September 7, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A and Exhibit B.

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

RECEIVED

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257

559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us

MAY 7 2024

(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: 4/19/2024 Event date: Sept 7, 2024

Name of Event: Porterville Breakfast Rotary Run for Life Event time: 8am-11am

Setup time: 6:00am-12:00pm

Sponsoring organization: Porterville Breakfast Rotary Phone # 559-359-9815

Address: P.O. Box 149, Porterville, CA 93257

Authorized representative: Shelley Cumming Phone # 559-281-1005

Address: 24 S. Cobb St, Porterville, CA 93257

Event chairperson: Shelley Cumming Phone # 559-281-1005

Location of event: Granite Hills High School

(Location map must be attached)

Type of event: 5K Run/Walk

Non-profit organization status: 501(c)3 91-179-7687

(IRS Determination)

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

Barricades (quantity): 2 Street sweeping Yes X No

Police protection Yes X No Refuse pickup Yes No X

Other: 100 cones, signal control, police escort

Parks facility application required: Yes No X Attached

Assembly permit required: Yes No X Attached

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
		Bus. Lic. Spvr.
		Pub. Works Dir
		Comm. Dev. Dir.
		Field Svcs. Mgr.
		Fire Chief
		Parks Dir.
		Police Chief
		Admin. Svcs. Dir.

CITY OF PORTERVILLE

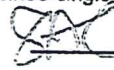
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

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

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

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

 Authorized Representative Initials

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

 Authorized Representative Initials

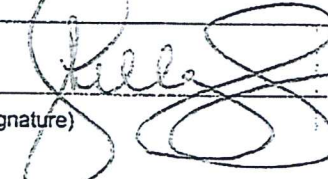
Health permit: Organization/Applicant will obtain or ensure that all participants obtain a 'Temporary Food Facilities' permit(s) from the Tulare County Public Health Department, if any food is to be served in connection with this Community Civic Event. To contact the Tulare County Environmental Health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

 Authorized Representative Initials

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

 Authorized Representative Initials

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

Porterville Breakfast Rotary Club  2/19/2024

(Name of Organization)

(Signature)

(Date)

TO BE HELD ON PUBLIC PROPERTY

Name of event: FOREVERVILLE BREAUX & ROTARY FROM FDC LIF

Sponsoring organization: Yonville Breakfast Rotary

Location: Cranio Hills High School Event date: 9/10/2024 Event time: 9am - Noon

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Peroville Branch Rotary	P.O. Box 4993258 Peroville PA		5K Run/Walk

3 of 4

CITY OF PORTERVILLE

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

Name of event: Porterville Breakfast Rotary Run for Life

Sponsoring organization: Porterville Breakfast Rotary

Event date: 9/07/2024 Hours: 8am - 11am

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

Street Name	From	To	Activity
Putnam			5K Run/Walk
Olive			
Crestview			
Morton			
Conner			
Putnam	Conner	Tulsa	
Tulsa	Putnam	Olive	

Sidewalks	From	To	Activity
Putnam			
Olive			
Crestview			
Morton			
Conner			

Parking lots and spaces	Location	Activity
Granite Hills High School		Participant Parking

Requirements for Community Civic Event
Porterville Breakfast Rotary
Porterville Breakfast Rotary Run for Life
September 7, 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 \$2M in Commercial General Liability coverage, with the City of Porterville named as an additional insured. Proof of this coverage is required by way of a valid Certificate of Insurance with the attached Endorsement page. Also, all participants or legal guardians if applicable must sign a waiver of liability.
Field Services Superintendent: <i>B. Spry</i>	No comments.
Field Services Superintendent – Streets: <i>J. Baeza</i>	Street department will provide barricades and cones. Event organizer needs to contact street department to arrange drop off date and location.

Requirements for Community Civic Event

Sponsor: Porterville Breakfast Rotary
Event: Porterville Breakfast Rotary Run for Life
Event Chairman: Shelley Cumming
Location: Granite Hills High School, Porterville CA
Date of Event: September 7, 2024 (8:00 a.m.- 11:00 a.m.)

RISK MANAGEMENT: Conditions of Approval

That the Porterville Breakfast Rotary Club 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**

**Porterville Breakfast Rotary Run for Life
September 7, 2024 / 6:00 AM—12:00 PM
Granite Hills High School and Surrounding Area, Porterville**

Recommendations/Requirements:

- City Council approval is required for all street closures.
- Any/all aid stations and/or check points must be out of the roadway, and not in a position to interfere with traffic.
- Event staff on the race route should wear highly visible attire.
- If/when near a roadway, participants should be directed to stay to the side of the roadway so as to not disrupt the normal flow of traffic.
- Staff at aid stations and check points should have a means of communication by which they may summon assistance in the event of an emergency.
- Food vendors, in the event that some develop during the planning of the event, should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of the event, organizers shall ensure the parkway and race route is promptly cleared of any vehicles, equipment, booths, or anything that could present a hazard to pedestrians or vehicles.
- 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 Breakfast Rotary
P.O. Box 149, Porterville, CA 93258
- 2 Address where amplification equipment is to be used: Granite Hills High School
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Shelley Cumming
24 S. Cobb, Porterville CA 93257
- 4 Type of event for which amplification equipment will be used: 5K Run/Walk
- 5 Dates and hours of operation of amplification equipment: Sept 7, 2024 7am to 11am on
- 6 A general description of the sound amplifying equipment to be used: to play music and
announce race results.

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

5-23-2024
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2024

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

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PRODUCER Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Crystal Gleason PHONE (A/C, No, Ext): 419-259-2710 E-MAIL ADDRESS: FAX (A/C, No): 419-255-7557																					
Insured All Active US Rotary Clubs & Districts Porterville Breakfast Rotary Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Westchester Surplus Lines Insurance Company	10172	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	G73578917002	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	G73578917002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Not applicable			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville and Successor Agency to the
Porterville Redevelopment Agency
291 N. Main Street
Porterville, CA 93257

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Porterville and Successor Agency to the Porterville Redevelopment Agency
291 N. Main Street
Porterville, CA 93257
RE: Rotary Club of Porterville, CA
Event: Run for Life 5k Run/Walk
Location: Granite Hills High School Parking Lot and Streets of: Putnam, Olive, Crestview,
Morton, Conner, and Tulsa
Date: Event Planning activities within the current policy period of: 07.01.2023 - 07.01.2024

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Consideration of Appointment of CalTIP Board Member

SOURCE: Administrative Services

COMMENT: On January 20, 2004, the City Council authorized the City's participation in the California Transit System Joint Powers Authority, which does business as the California Transit Indemnity Pool ("CalTIP") for liability coverage and vehicle physical damage coverage for the City's transit fleet. Through its participation in the JPA, the City has realized significant savings in premiums over coverage previously purchased in the open market.

Each member of CalTIP is represented on the Board of Directors and plays an active role in the organization. The Board meets twice yearly for study sessions to conduct business of the pool, as well as to keep Board Members informed of trends in transit, including operations, risk exposures, and effective loss control mechanisms to help prevent claims and manage losses.

All Board Members are staff members of the entities belonging to the pool, with majority being well-versed in transit, finance or risk management. The costs incurred by the Board Member attending the CalTIP meetings are reimbursed to the City of Porterville by CalTIP.

Currently, Public Works Director Michael Knight serves as the Board Member and Administrative Services Director Yuliana Andrade serves as the Alternate on the board. It is now proposed that the City Council appoint Transportation Director Richard Tree to serve as the Board Member, with Mr. Michael Knight serving as an Alternate. Ms. Yuliana Andrade shall continue to serve on the board as an additional Alternate Board Member.

RECOMMENDATION:

That the City Council:

1. Approve the draft resolution designating Transportation Director Richard Tree as the City's CalTIP Board Member, and Assistant City Manager Michael Knight and Administrative Services Director Yuliana Andrade as the Alternate Members; and
2. Authorize the Mayor to execute said Resolution for submission to CalTIP.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DESIGNATING THE CITY'S REPRESENTATIVES TO THE CALIFORNIA TRANSIT
INDEMNITY POOL BOARD OF DIRECTORS**

WHEREAS, the City Council acted on January 20, 2004, approving the City of Porterville's membership in the California Transit Systems Joint Powers Authority, doing business as the California Transit Indemnity Pool (CalTIP); and

WHEREAS, the City of Porterville wishes to designate a representative of the City of Porterville to attend the CalTIP Board of Directors meetings and represent the City in its best interests; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that effective July 16, 2024, Richard Tree shall be designated as a CalTIP Representative for the City of Porterville and, as such, is hereby authorized to be the CalTip Board Member on behalf of the City of Porterville.

BE IT FURTHER RESOLVED AND ORDERED that effective July 16, 2024, Michael Knight shall continue to be designated as a CalTIP Representative for the City of Porterville and, as such, is hereby authorized to be the Alternate CalTIP Board Member on behalf of the City of Porterville. Yuliana Andrade shall continue to be designated as a CalTIP Representative for the City Porterville and, as such, shall continue to serve as an alternate CalTIP Board Member on behalf of the City of Porterville.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on July 16, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



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: _____

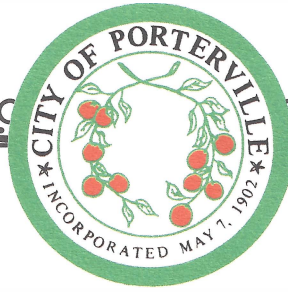
Fernando Gabriel-Moraga, Deputy City Clerk

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](https://www.tularecounty.ca.gov/emergencies).

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

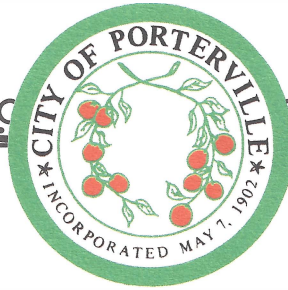
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

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

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

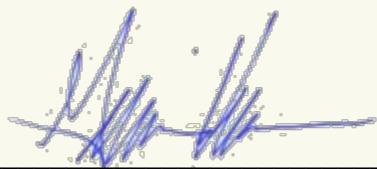
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

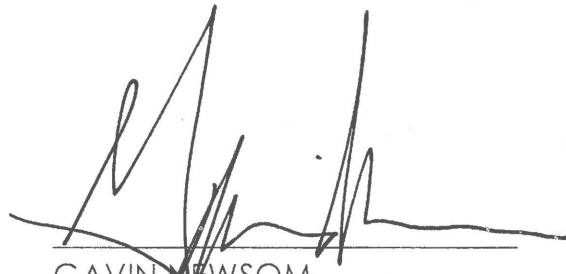
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

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



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman".

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.

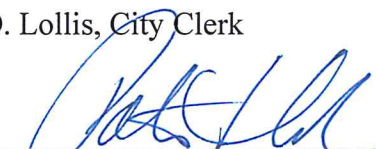
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



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)

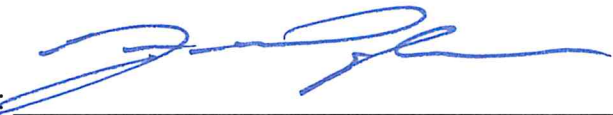
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held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

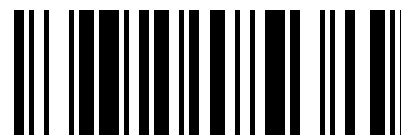
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

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
Customer: PORTERVILLE FIRE DEPARTMENT

Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

A Regal Portable Restroom Experience

DATE: _____

INVOICE # 04-12-2023

FOR:

BILL TO: Portable Restrooms

Donnie Moore

dmoore@ci.porterville.ca.us

(559) 782-7539

1452 N. Vasco Road #101

Livermore, Ca 94551

Phone: 877.922.9980

Fax:(925) 337-8878

Cage Code 5HJ93

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@royalrestroomscs.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
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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
Wednesday, May 29, 2024	32	0	7
Thursday, May 30, 2024	31	0	7
Friday, May 31, 2024	29	0	8
Saturday, June 1, 2024	30	0	9
Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8
Wednesday, June 12, 2024	25	0	8
Thursday, June 13, 2024	30	0	10
Friday, June 14, 2024	39	0	10
Saturday, June 15, 2024	34	0	8
Sunday, June 16, 2024	34	0	8
Monday, June 17, 2024	32	0	9
Tuesday, June 18, 2024	34	0	10
Wednesday, June 19, 2024	33	0	9
Thursday, June 20, 2024	33	0	11
Friday, June 21, 2024	30	0	9
Saturday, June 22, 2024	27	0	8
Sunday, June 23, 2024	33	0	10
Monday, June 24, 2024	16	0	7
Tuesday, June 25, 2024	20	0	7
Wednesday, June 26, 2024	30	0	9
Thursday, June 27, 2024	30	0	9
Friday, June 28, 2024	33	0	10
Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
Monday, July 1, 2024	30	0	10
Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
Thursday, July 4, 2024	27	0	9
Friday, July 5, 2024	30	0	9
Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	10
Tuesday, July 9, 2024	34	0	10



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Adoption of Annual Appropriation Limit

SOURCE: Finance

COMMENT: Article XIII-B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount of tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in population of the City of Porterville as well as the percentage change in per capita personal income for the 2024-2025 fiscal year calculation. Based on the information and guidelines established by the State, the appropriation limit for the Fiscal Year 2024-2025 is \$97,384,301. With the proceeds of taxes estimated at \$43,129,466 for the 2024-2025 Fiscal Year budget, the City continues to appropriate well beneath the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the draft Resolution adopting the appropriation limit of \$97,384,301 for the 2024-2025 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution
2. Appropriation Limit Calculation Worksheet

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. ____-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE SETTING THE APPROPRIATION LIMIT FOR THE
2024-2025 FISCAL YEAR

WHEREAS: Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS: The State of California has presented the guidelines for the consumer price index, the per capita personal income and the population data for local governments to compute the appropriation limit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the appropriation limit of \$97,384,301 for the 2024-2025 fiscal year as computed on the attached worksheet.

PASSED, APPROVED AND ADOPTED this 16th day of July, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2024-2025

	GENERAL	MEAS H	MEAS I	ARPA	SPECIAL GAS TAX	LTF	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	TRANSIT	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER
PROPERTY TAXES	9,395,000													6,300		
SALES & USE TAXES	8,301,435	5,481,683	10,963,913													
UTILITY USERS TAX	5,250,000															
TRANSIENT OCCUPANCY TAX	800,000															
BUSINESS LICENSE	1,015,000															
OTHER TAXES	1,176,084															
SPECIAL BENEFIT ASSESSMENTS												245,000				
FRANCHISE FEES	1,861,134															
PERMITS	721,000															
REVENUE FROM STATE																
VEHICLE LICENSE FEES IN EX	77,000															
HOMEOWNERS RELIEF	21,000															
OTHER REV FR STATE	134,898		80,000		5,238,534	7,772,000			793,840		197,619		32,000	10,000		
OTHER INTERGOVTAL REV	1,446,007		42,000	8,357,167		41,769,951			800,000	12,138,184	696,319					
USE OF MONEY & PROPERTY																
INTEREST	800,000	80,000	300,000	100,000	60,000	100,000	800	200	65,000		200	30,000		120,000		45,000
RENT	50,065											120,000		315,994		
FINES & FORFIETURES	22,000						80,000									
CHARGES FOR SERVICES	4,032,854	64,000	2,000					5,900		400,000		7,930,000	9,146,948	1,293,480	295,000	13,265,000
OTHER REVENUES	164,000							500	300		12,000	122,800	117,500	1,400	600	229,500
	35,267,477	5,625,683	11,387,913	8,457,167	5,298,534	49,641,951	80,800	6,600	1,659,140	12,538,184	906,138	8,447,800	9,296,448	1,747,174	295,600	13,539,500

	GEN GOV DEBT SERV	RISK MGMT	EQUIP MAINT	LMD	WATER REPLACE	SOLID WASTE RES	SEWER REVOLV	TRANSPORT IMPACT	PARK DEVEL	WWTP RESERVE	STORM DRAIN DEVELOP	BLDG CONSTR	GEN FUND EQUIP REPL	AIRPORT REPL AND DEVEL	GOLF COURSE REPL	EQUIP MAINT REPL	TOTAL ESTIMATED REVENUES
PROPERTY TAXES																	9,401,300
SALES & USE TAXES																	24,747,031
UTILITY USERS TAX																	5,250,000
TRANSIENT OCCUPANCY TAX																	800,000
BUSINESS LICENSE																	1,015,000
OTHER TAXES																	1,176,084
SPECIAL BENEFIT ASSESSMENTS				186,000													431,000
FRANCHISE FEES																	1,861,134
PERMITS																	721,000
REVENUE FROM STATE																	
MOTOR VEHICLE IN LIEU																	77,000
HOMEOWNERS RELIEF																	21,000
OTHER REV FR STATE					3,000,000								50,000	150,000			17,458,891
OTHER INTERGOVTAL REV														2,331,000			67,580,628
USE OF MONEY & PROPERTY																	
INTEREST	2,500				400,000	125,000	220,000	25,000	100	150,000	40,000	2,500	150,000	4,000	5,000	20,000	2,845,300
RENT			25,000														511,059
FINES & FORFIETURES																	102,000
CHARGES FOR SERVICES		9,450,000	4,740,000		845,000	860,000	319,000	145,000	50,000	705,000	200,000		2,070,000	96,000	51,000	168,000	56,134,182
OTHER REVENUES		200			155,162		45,000			125,000			25,000				998,962
	2,500	9,450,200	4,765,000	186,000	4,400,162	985,000	584,000	170,000	50,100	980,000	240,000	2,500	2,295,000	2,581,000	56,000	188,000	191,131,571

* Source:

City of Porterville 2024-2025 proposed Annual Budget.

**CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2024-2025**

PROCEEDS OF TAXES CALCULATION

APPROPRIATION LIMIT CALCULATION

	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	\$ 9,401,300		\$ 9,401,300	1986-1987	BASE YEAR		\$ 10,422,371
SALES & USE TAXES	24,747,031		24,747,031	1987-1988	3.47%	1.75%	10,972,748
UTILITY USERS TAX	5,250,000		5,250,000	1988-1989	4.66%	2.27%	11,744,767
TRANSIENT OCCUPANCY TAX	800,000		800,000	1989-1990	5.19%	8.28%	13,377,258
BUSINESS LICENSE	1,015,000		1,015,000	1990-1991	4.21%	7.03%	14,920,454
OTHER TAXES	1,176,084		1,176,084	1991-1992	4.14%	3.79%	16,127,057
SPECIAL BENEFIT ASSESSMENTS		\$ 431,000	431,000	1992-1993	-0.64%	4.51%	16,746,519
FRANCHISE FEES		1,861,134	1,861,134	1993-1994	2.72%	4.26%	17,934,831
PERMITS		721,000	721,000	1994-1995	0.71%	3.63%	18,717,825
REVENUE FROM STATE				1995-1996	4.72%	2.40%	20,071,738
MOTOR VEHICLE IN LIEU	77,000		77,000	1996-1997	4.67%	2.85%	21,607,847
HOMEOWNERS RELIEF	21,000		21,000	1997-1998	4.67%	2.71%	23,229,852
OTHER REV FR STATE		17,458,891	17,458,891	1998-1999	4.53%	2.05%	24,779,949
OTHER INTERGOVTAL REV		67,580,628	67,580,628	1999-2000	4.91%	1.61%	26,415,190
USE OF MONEY & PROPERTY				2000-2001	7.82%	1.33%	28,859,653
INTEREST	642,051	2,203,249	2,845,300	2001-2002	-1.27%	2.07%	29,082,943
RENT		511,059	511,059	2002-2003	2.31%	2.56%	30,516,481
FINES & FORFIETURES		102,000	102,000	2003-2004	3.28%	2.43%	32,283,295
CHARGES FOR SERVICES		56,134,182	56,134,182	2004-2005	5.26%	2.45%	34,813,941
OTHER REVENUES		998,962	998,962	2005-2006	3.96%	2.18%	36,981,571
				2006-2007	4.42%	14.26%	44,122,820
	<u>\$ 43,129,466</u>	<u>\$ 148,002,105</u>	<u>\$ 191,131,571</u>	2007-2008	4.29%	1.99%	46,931,401
				2008-2009	0.62%	1.79%	48,067,656
				2010-2011	-2.54%	1.98%	47,774,303
				2011-2012	2.51%	1.47%	49,693,348
				2012-2013	3.77%	1.28%	52,226,842
				2013-2014	5.12%	0.92%	55,405,944
				2014-2015	-0.23%	0.75%	55,693,099
				2015-2016	3.82%	0.75%	58,254,230
				2016-2017	5.37%	5.39%	64,690,998
				2017-2018	3.69%	1.13%	67,836,078
				2018-2019	3.67%	1.14%	71,127,375
				2019-2020	3.85%	0.79%	74,449,319
				2020-2021	3.73%	0.73%	77,790,030
				2021-2022	5.73%	0.49%	82,650,411
				2022-2023	7.55%	0.21%	89,077,187
				2023-2024	4.44%	0.12%	93,143,853
				2024-2025	3.62%	0.90%	97,384,301
				PROCEEDS OF TAXES			<u>\$ 43,129,466</u>
				PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT			<u>\$ 54,254,835</u>

[1] Per City of Porterville 2024-2025 proposed Annual Budget.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).



CITY COUNCIL AGENDA – JULY 16, 2024

SUBJECT: Consideration of Request by TCAG for Letter of Support of Cross Valley Express

SOURCE: City Manager's Office

COMMENT: The Tulare County Association of Governments (TCAG) is currently in the process of preparing state and federal grant applications to fund the implementation of the Cross Valley Express bus service which will provide service between communities in Tulare County and the Hanford Amtrak Station. TCAG staff has requested letters of support from regional stakeholders to bolster its applications. A draft letter is attached for Council's consideration, in addition to the Task 2 Existing Conditions and Market Assessment Report which contains further detail on the project.

RECOMMENDATION: That the City Council consider the request for a letter in support of TCAG's grant application to fund the implementation of the Cross Valley Express.

ATTACHMENTS:

1. Draft Letter of Support of Cross Valley Express
2. Final - Revised - Task 2 Existing Conditions & Market Assessment Report 2024-06-10

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager



RE: Letter of Support for Tulare County Association of Governments Application:
CROSS VALLEY EXPRESS

To Whom it May Concern:

On behalf of the City Council of the City of Porterville, I am pleased to submit this letter of support for the Kings-Tulare County Cross Valley Corridor Phased Service and Operations Plan, referred to as the "Cross Valley Express". The City of Porterville has a population of over 62,000 and is located in southern Tulare County. We believe that the proposed cross valley corridor will significantly improve connectivity and provide transportation solutions for those in need.

The Cross Valley Express proposal is the first phase of an eventual Huron to Porterville rail service, and uses a high-quality bus service with fast schedules, frequent departures and quality vehicles and stations to build momentum and support for an eventual rail service.

Planning efforts for the Cross Valley Express began nearly 30 years ago with ideas to re-envision the San Joaquin Valley Railroad corridor. Since then, plans have evolved to develop a detailed phased capital and service plan in consultation with communities throughout Kings and Tulare counties, local transit agencies, regional transportation partners, and the California High Speed Rail Authority. The California State Rail Plan (2023) further expresses support for the Cross Valley Express by referring to the project as a vital east-west future rail corridor linking communities throughout the Central Valley and endorsing a first phase bus operation. This application builds off continued efforts to fund the Cross Valley Express by seeking awards towards the procurement of zero-emission vehicles and charging infrastructure, transit facilities, intelligent transportation system improvements, and other capital investments throughout the proposed corridor.

The Cross Valley Express proposes a safe, affordable, and efficient system that increases transportation options, enhances the environment and livability of the region, and promotes economic development through a well-integrated Cross Valley Corridor. By 2030, more than 600,000 people will live in Kings and Tulare counties who need affordable access to jobs, housing, and other activity centers. A fast, frequent Cross Valley Express service can provide a service that attracts additional potential customers and better connects with the new high-speed rail service, leverages the state's investment in high-speed rail, encourages mode shift and transit-oriented development that positions the region to seamlessly upgrade a successful Cross Valley bus service to a future high-quality rail service.

RE: Letter of Support for Tulare County Association of Governments Application:
CROSS VALLEY EXPRESS
July 17, 2024
Page Two

The City of Porterville and its partners are excited to support the transformation of our region through the Cross Valley Express. Thank you for considering this letter of support. If you have any questions, please feel free to reach out to me at 559-782-7466.

Sincerely,

Martha A. Flores,
Mayor

Cc: Theodore Smalley, Tulare County Association of Governments
Patrice Hildreth, City Manager

Tulare County Association of Governments

Cross Valley Corridor Phase 1 Operating Plan

Task 2 Existing Conditions and Market Assessment

Reference: 296118-00

| June 10, 2024 – Revised 2.0



This report takes into account the particular instructions and requirements of our client. It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 296118-00

Arup US Inc.
560 Mission Street, Suite 700
San Francisco, CA 94105
USA
arup.com

Document Verification

Project title Cross Valley Corridor Phase 1 Operating Plan
Document title Task 2 Existing Conditions and Market Assessment
Job number 296118-00
Document ref
File reference

Revision	Date	Filename		
1	Sept 25, 2023	Description	Existing conditions and market assessment of the proposed Cross Valley Corridor.	
			Prepared by	Checked by
		Name	Joseph Kaylor Elizabeth Owen Claire Hutchinson	Anthony Bruzzone Gordon Shaw Kate White
		Signature		
		Description		
			Prepared by	Checked by
		Name		Approved by
		Signature		
2	June 10, 2024	Filename	Revised existing conditions and market assessment reflecting final Cross Valley Corridor service plan.	
		Description		
			Prepared by	Checked by
		Name	Joseph Kaylor Elizabeth Owen	Anthony Bruzzone
		Signature		

Issue Document Verification with Document ☒

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1. Executive Summary

This Existing Conditions and Market Assessment presents the background information and existing travel conditions in the proposed Cross Valley Corridor. Included is a summary of previous studies and policy documents, an analysis of current and forecast total travel, and an assessment of the services and usage of the current public transit systems in the corridor.

By 2030, more than 600,000 people will live in Kings and Tulare Counties. Total travel within reasonable catchments of the CVC stations currently exceeds 130,000 daily trips and will likely increase almost 10 percent by 2030.

Kings and Tulare Counties are connected to the statewide rail system at the San Joaquin Amtrak Station in Hanford. Pre-pandemic about 500 to 600 passengers boarded and alighted the trains daily at Hanford. The station is adjacent to the existing KART transit center, providing additional local access for train passengers. In addition, in pre-pandemic years, the dedicated Amtrak connecting Route 18 (Visalia to Santa Maria) was used by almost 15 percent of all Amtrak Hanford passengers. Current ridership on the Amtrak trains at Hanford is about half the 2019 total. Route 18 ridership is only 10 percent of the previous total.

Currently transit service is provided by three key intercommunity operators in the Corridor. Visalia Transit carries the most passengers annually and has a fleet of more than 50 buses. The Tulare County Regional Transit Authority has more than 62 buses operating in cities other than Visalia, and Kings Area Rural Transit uses about 25 buses to provide service in Hanford, Lemoore and to other Kings County locations. It should be noted that the Fresno County Rural Transit Agency provides service to Huron, but this is outside the initial corridor.

Most existing transit passengers (34 percent on average)¹ in the two counties lack a car and have low wages. The pandemic resulted in ridership losses of almost two-thirds on each of the three primary systems, however over the last fiscal year ridership is starting to rebound. Key impediments to using transit at the current time are infrequent service, the limited connections between services and travel times that are two to four times greater than an automobile trip.

Future ridership potential is a key consideration for the CVC study and the corridor. A key consideration is the schedule 2030 start of California High Speed Rail at a new station three miles east of Hanford. The new HSR service will not only be faster but will run more frequently than the current Amtrak San Joaquins.

A fast, frequent Cross Valley bus service with regular, clock schedules may be able to provide a service that attracts additional potential customers and better connects with the new high-speed rail service, leverages the state's investment in high-speed rail and positions the region to eventually upgrade a successful bus service to a high-quality rail service. Based on an initial review of other existing high-quality services and the study of existing and forecasted travel patterns, it is estimated future demand for the CVC initial bus service between Lindsay and Lemoore could range from about 700 passengers daily to about 6,500 daily riders by 2030.

2. Introduction

This Existing Conditions and Market Assessment presents the background information and existing travel conditions in the proposed Cross Valley Corridor. Included is a summary of previous studies and policy documents, a study of current and forecast total person trips, and an assessment of the service and usage of the current public transit systems in the corridor.

¹ American Community Survey B08141 Means of Transportation to Work by Vehicles Available 2022 1-Year Estimates

The report considers and analyzes the overall travel (total person trips) in the station catchments (areas that can reasonably expect people to access the CVC service) between and through each station to provide an understanding of the total current corridor travel. Demand elasticities related to transit service frequency and network coverage are then applied to this person trip demand to develop a range of ridership for the potential CVC Phase I bus service.

3. Previous Studies

Studies concerning the reuse or re-envisioning of the San Joaquin Valley Railroad corridor from Porterville to Huron span almost 30 years. Recently adopted transit studies describe both short- and long-term recommendations for how to improve the management, operations, and quality of existing bus services operating in the CVC. The following summaries focus on the elements of each study most relevant to the CVC Phase 1 Operations Plan.

3.1 Cross Valley Corridor Plans and Studies

3.1.1 Cross Valley Rail Feasibility Study (1995, Kolve)

This first study considering re-establishment of rail passenger service in the Huron to Hanford to Visalia to Porterville corridor occurred in 1995. No passenger rail service has operated along the corridor for almost 100 years. The study divided the corridor up into three implementation options (East Side, Central, and Full Corridor) and developed preliminary ridership estimates, along with operating and capital costs.

The full corridor ridership, with trains operating every 30 minutes in peak periods and hourly at other times, was estimated to range between 5,000 daily passengers at startup to more than 25,000 daily passengers by 2020. Operating costs ranged from \$8 million annually (\$16 million in 2023) to \$11 million (about \$25 million in current dollars). Farebox recovery ranged from 30 percent to about 60 percent. Capital costs were estimated at about \$57 million (about \$150 million in current construction dollars).

3.1.2 Cross Valley Rail Feasibility Study Phase II (1997, Kolve)

The 1995 Kolve study's rail plan was considered by Kings and Tulare stakeholders to be infeasible due to "the estimated cost of upgrading the rail corridor and the operating subsidy required, combined with the overall transportation funding shortage situation." As a result, the Phase II study focused on "preserving and acquiring the rail corridors for future public use and to plan for future passenger rail service by developing appropriate land use policies for implementation by local jurisdictions."

The Phase II study recommended an Action List of 12 items, with a focus on right-of-way preservation, consideration of active trail use along the right-of-way, and land use changes that would be supportive of an eventual rail corridor. In addition, the study identified four thresholds for consideration of rail transit implementation:

- Doubling of highway peak vehicular volumes
- Traffic triggering major highway investments
- New funding
- Air quality regulations that require changes in travel behavior.

3.1.3 Cross Valley Rail Corridor Passenger Rail Study (2004, RL Banks)

Following up on the 1997 study, this study considered the costs and benefits of a revised service and capital plan. Under this plan, the service would operate every 90 minutes throughout the day and have an annual operating cost of about \$4.7 million (\$7.7 million in current dollars). However, ridership was very low with only about 300 daily passengers projected to use the service. Total capital costs were estimated at \$65 million (about \$150 million today). Notable capital items included a new signaling system, and a flyover of the Union Pacific at Goshen Junction.

3.1.4 Cross County Path Plan (2006, TPG Consulting)

This study identified a multi-use pedestrian/bicycle path route alignment from West Hills Community College in Lemoore to SR 43 east of Hanford. The total distance was about 13 miles, and the path followed streets in urban areas and the SJVR right-of-way in rural locations. Total right-of-way and construction costs were estimated at about \$5 million in 2006 dollars.

3.1.5 Cross Valley Corridor Plan (2018, Mott MacDonald)

The most recent detailed study of the Lemoore to Visalia/Porterville high-quality transit service, the effort considered six modes (bus rapid transit, light rail, heavy rail, diesel or electric multiple unit trains, commuter rail, as well as other more niche modes). Service was considered to operate from Huron to Porterville using the existing SJVR alignment with connections to the current Amtrak service in Hanford and the future high speed rail service east of Hanford. Notably, the plan used California Department of Finance population estimates that increased the service area population by almost 90 percent.

The study was comprehensive, and included considerations of economic and commercial development, impacts on real estate markets, financing options, and a comprehensive assessment of connecting transit services and improvements to the urban and street environment. As a result of this analysis the diesel rail multiple unit mode (DMU) was chosen for further study and development. The study found DMU service possessed the greatest potential to provide an efficient and flexible transit service at moderate costs relative to the other modes considered. A key consideration was DMU compatibility with the existing rail infrastructure, future stop cadence, and existing and future freight operations.

The anticipated service plan called for 30-minute service in the peak periods and 60-minute service at other times, with trains operating from 6am to 11pm 7 days a week. Total annual operating costs were estimated at \$36 million. While a phasing plan was identified (with bus service as the initial phase), the total capital cost to implement a DMU rail service in the entire corridor ranged from \$350 to \$490 million.

The high priority next steps recommended:

- Right-of-way and station site preservation,
- Enacting transit friendly land use changes near station locations,
- Improving urban design and providing public realm improvements,
- and making street, bike, and pedestrian physical improvements.

A phasing plan was developed: Phase 1 Bus Service plan recommended a coordinated bus service coincident with the opening of high-speed rail, effectively extending the reach of HSR to Huron and Porterville via Hanford and Visalia.

After successful bus service implementation, rail service would begin between Lemoore and Visalia, with bus feeders on either end of the corridor, and the final phase would provide rail service from Huron to Porterville.

3.1.6 Final South of Merced Integration Study Report (2021, SJJPA/AECOM)

As part of the phased implementation of high-speed rail service into the Central Valley, the South of Merced Study identifies how rail services will be integrated and connected and considers alternatives for communities that lose rail services when HSR begins. The study also considers connections to the new HSR stations, and for the Kings-Tulare Station summarizes the findings of the 2018 Cross Valley Study. The South of Merced Study makes the following recommendations related to the Cross Valley service:

- Execute an MOU to commit to work in partnership with TCAG and KCAG to plan, secure funding, and implement Cross Valley Rail.
- In the MOU, identify the following steps for the implementation of Cross Valley Rail:
 - Phase 1 will secure environmental clearance and right-of-way protection, conduct site selection, negotiate with freight railroads, and begin transit stations in communities without existing transit centers.
 - Phase 2 will implement passenger rail service between Lemoore and Visalia (with stations at Hanford and Kings/Tulare HSR Station).
 - Phase 3 will extend passenger rail service to Huron and Porterville with additional intermediate stations at NAS Lemoore, Farmersville, Exeter, and Lindsey.
- In the MOU, identify SJJPA as a potential operating agency for Cross Valley Rail.
- Acknowledge that additional and more detailed agreements will be needed and that parties would agree to work together toward achieving common agreed upon goals.

It is noted that in 2021, the MOU was executed between TCAG, KCAG, KART, the City of Visalia (Transit Department), TCRTA and the SJJPA. A key takeaway from the MOU is the agreement that *SJJPA intends to partner with the following existing local/regional transit operators: KCAPTA, Visalia Transit, and Tulare County Regional Transit Agency regarding feeder bus service to Hanford, Corcoran, and Visalia. SJJPA intends to request state funds to contribute to a larger, more frequent, and coordinated bus service that will coincide with the opening of Merced Bakersfield HSR Interim Service. This partnership to enhance bus service will be key towards the implementation of Phase 1 of 2018 TCAG Cross-Valley Corridor Plan.*

3.1.7 San Joaquins Stations Connectivity/Strategies & Recommendations Study, 2022 (SJJPA/AECOM)

The Stations Connectivity Study considered connectivity to San Joaquins stations, particularly focusing on improving access to disadvantaged communities. In reference to the existing Hanford station, the study recommended:

- Supporting the development of the Cross Valley Corridor (first for bus service and then rail) and the Corcoran-Hanford Bus Service.
- Requesting funding in the 2022 SJJPA Business Plan for additional Kings County Area Public Transit Agency and/or Visalia Transit bus service between Hanford and Visalia.

3.1.8 California State Rail Plan 2023 (Draft, Caltrans)

As an update to the previous 2018 SRP, the new 2023 draft identifies the Cross Valley Corridor bus phase implementation as a near-term project, with hourly service between Porterville and Lemoore. The text notes that the “Cross Valley is a vital link to the existing east-west rail corridor between the cities of Huron and Porterville in the Central San Joaquin Valley. With a proposed California High-Speed Rail Station located in the middle of the Corridor, there is an opportunity to improve connectivity and mobility throughout the communities and cities in Tulare, Kings, and southwest Fresno Counties.” In the long-term vision, the CVC is transitioned into a full rail service.

3.2 Transit Studies

3.2.1 County of Tulare 2015-2020 Transit Development Plan (2015, TCAG)

The County of Tulare 2015-2020 Transit Development Plan (Tulare County TDP) presented service, capital, and financial recommendations for Tulare County Area Transit (TCAT). Prior to the formation of TCRTA, TCAT consisted of nine fixed routes (four intercity and five local circulator routes), paratransit, and a public dial-a-ride service.

The primary objectives of the Tulare County TDP were to evaluate TCAT operations, identify opportunities for service improvements, design a five-year service plan, and identify capital and financial requirements for the proposed service plan. Fixed route recommendations included:

- Increase fares.
- Add additional weekend service on the County Route 30 (Northeast County).
- Increase weekday service frequencies on County Route 10 (North County).
- Increase weekday service frequencies on County Route 40 (South County).
- Procure and install electronic fare payment technology.
- Purchase new buses annually.

3.2.2 Tulare County Long Range Transit Plan (2017, Nelson\Nygaard)

The Tulare County LRTP was adopted in 2017 and presents a long-term vision for public transit that can be used to guide future investments. The LRTP identifies ten transit priorities to be implemented from 2019 to 2032. These priorities are as follows:

- Implement a simplified countywide fare structure.
- Develop countywide transit materials, including a system map, interactive transit guide, and Google Transit information.
- Develop a multi-agency, 20-year vehicle acquisition plan that emphasizes low/no emissions buses.
- Simplify and expand intercity fixed routes.
- Improve headways of TCAT and Porterville Transit routes.
- Implement regional fare collection technology and mobile ticketing.
- Implement rapid transit along Mooney Boulevard.
- Offer real-time information for all fixed-route services using one app.
- Establish and/or expand the region's transit centers, including in Exeter and Lindsay.
- Work towards a JPA between Tulare County transit providers and eventual consolidation of providers.

Some of these priorities have since been implemented, such as the formation of the TCRTA JPA and the development of the TCRTA Zero-Emission Bus Rollout Plan (2023). Project recommendations from the Tulare County LRTP were incorporated into the 2022 RTP as well.

3.2.3 Tulare County Regional Transit Coordination Study (2019, SBLB with Multimodal Solutions)

To improve the provision of transit services in Tulare County, TCAG initiated the Tulare County Regional Transit Coordination Study (RTC Study) to assess how to best consolidate the multiple county transit systems into a single regional network. The resulting study served to advance one of the Tulare County LRTP's priority strategies of working towards a Joint Powers Agency (JPA) between the Tulare County transit providers.

The transit systems reviewed in the study were Tulare County Area Transit, Visalia Transit, Porterville Transit, Dinuba Area Regional Transit, Tulare Intermodal Express, and the Woodlake Dial-a-Ride. The RTC Study ultimately recommended a One Region model that would start with the formation of a JPA. The RTC Study then outlined key implementation steps to ensure fair governance, adequate funding, and streamlined operations under the new management structure. Since the completion of the RTC Study, all the Tulare County transit systems have been consolidated into the Tulare County Regional Transit Authority (TCRTA) with the exception of Visalia Transit.

3.2.4 Kings County Transit Development Plan (2021, LSC)

The Kings County TDP was adopted in 2021 and provides short-term service recommendations for KART. The study was initiated right at the beginning of the COVID-19 pandemic; therefore, the TDP presents options to either increase or to reduce service levels depending on the pace of ridership recovery. KART service recommendations were as follows:

- Eliminate the Hanford Flex Route.
- Reinstate later Saturday service in Hanford and Lemoore (by one to two hours).
- Reinstate later weekday fixed route and complementary paratransit services (by one to two hours).
- Based on survey feedback generated by Fresno passengers, begin providing on-call service midday on the KART Fresno Route, and eliminate poorly performing off-peak one-way runs.
- Develop a pilot volunteer driver program with mileage reimbursement.
- Offer a Medi-Van service to bring passengers from Avenal and Kettleman City into Hanford and Lemoore for medical appointments.

3.2.5 Tulare County Regional Transportation Plan (2022, TCAG)

The most recent update of the Tulare County Regional Transportation Plan (RTP) was adopted in 2022 and identifies projects and strategies to be implemented through 2046. Countywide goals included in the RTP related to transit are to:

- Integrate transit into growth and development
- Identify transit-friendly corridors and arterials
- and continue to work towards implementing express bus service and bus rapid transit where feasible.

The RTP reiterates the recommendation included in the Tulare County Long Range Transit Plan (LRTP) to further coordinate transit services in the county. It also recommends that Tulare County stakeholders continue to promote transit services which improve connectivity along the CVC. Similar to the CVC Plan (2018), the RTP recommends first investing in increased bus service along the corridor before later initiating rail service. The objective of the CVC Phase 1 Operations Plan is to guide this first stage of transit service improvements.

3.2.6 Kings County Regional Transportation Plan (2022, KCAG)

KCAG adopted the most recent update of the Kings County RTP in 2022. The current RTP describes strategies and projects to be implemented through 2046. Three public transit operators are discussed within the plan: Kings Area Rural Transit (KART), Corcoran Area Transit (CAT), and Amtrak San Joaquins. Some of the transit projects recommended in the RTP are as follows:

- Install bus shelters across Kings County.
- Construction of the new KART Intermodal Station in Hanford. The Station will include a Transit Center, bus bays, electric vehicle (EV) chargers, a bike station, and solar panels.
- Convert KART fleet to zero-emissions buses (ZEBs) through new vehicle purchases.

The Kings County RTP also discusses the anticipated impacts of the California Central Valley HSR, the Cross Valley Rail, and eventual termination of the San Joaquin rail service in Merced. The RTP emphasizes KCAG's commitment to providing bus services which ensure connectivity to the region's rail network and maximize the benefits of the HSR (once available).

4. Study Area and Phase 1 Community Profiles

4.1 Recommended Changes from the 2018 Cross Valley Corridor Plan

The Existing Conditions Report also includes a Market Assessment of the CVC Corridor. To provide a reasonable consideration of actual travel in the corridor that could use an upgraded Cross Valley Bus Service, it was necessary to identify and review the proposed rail stops from the 2018 study and develop prudent updates. As part of this process, the consultant team reviewed the bus routing and updated the stop locations. This process was reviewed by the Steering Committee. The purpose of these changes was to balance respecting the recommendations of 2018 Study on stops and routings while taking advantage of the bus route's greater flexibility to serve larger traffic generators not directly on the rail line. A further consideration was to develop the most potentially successful initial route – balancing operating cost with potential ridership and overall operability.

The expectation is that these routing changes would lead to successful implementation and relatively high passenger use, which, in turn, leads to greater momentum for the eventual rail service.

Phasing of the CVC service was identified in Task 4 of the CVC Phase 1 Implementation Study which specifically identified interim focused routings (and is consistent with the SJJPA-local agencies MOU). After discussions with TCAG and the stakeholders, the initial service focuses on service frequency improvements to the existing Hanford-Visalia route, while the most reasonable initial express bus routing coincident with HSR implementation considered spanned 62 miles from NAS Lemoore to Lindsay, serving limited numbers of stops. This routing was chosen as the best balance between demand, cost and operating feasibility and includes considerations on the ability to provide enroute charging at the NAS Lemoore and Exeter terminals.

Most of the CVC rail stops were maintained, however there were some routing and stop alterations that were considered and reviewed by the stakeholders. These can generally be summarized as follows:

Downtown Visalia Routing: The CVC Rail service would use the existing tracks on Oak Street and serve the Visalia Transit Center. After some discussion, two changes were recommended and advanced:

- Due to conflicts between buses and freight trains, the bus route was removed from Oak Street;

- The bus route was changed based on feedback from the transit operators to service the College of the Sequoias and the Kaweah Health Medical Center.

Additional stops were added for the College of the Sequoias and the Medical Center, and also for the residential area centered on North Akers and West Goshen.

Hanford Routing: The Hanford routing initially uses the existing KART transit center adjacent to the Amtrak Station and adds a stop at the new transit center on Brown and 8th Street, and then moves the Amtrak stop to the new HSR station in 2030.

NAS Lemoore: The CVC Rail Study recommended a stop midway between the NAS administrative area and the airfield. There is nothing in this location. The most optimal location for a terminal is within the administrative area and adjacent to a Navy electrical substation, allowing for an important enroute charging location. Since the bus service requires this charging location, it was reasonable to provide direct access through the base with a local stopping pattern as it does not impact any through passengers and provides good access for the Navy, an important stakeholder.

The 2018 Cross Valley Corridor Plan proposed 14 stop locations for bus and rail service along the Cross Valley Corridor. Table 1 summarizes the consultant team's recommended changes from the CVC Plan for Phase 1 stop locations.

Table 1: Recommended Changes from the 2018 Cross Valley Corridor Plan

Jurisdiction:	2018 Cross Valley Corridor Plan:	Proposed Changes:
Huron	Bus	Deferred during proposed Phase 1 Cross Valley Corridor
Naval Air Station Lemoore	Bus	Keep, propose 7 stop locations
Lemoore	Bus phased to future rail	Keep, propose 2 stop locations
Hanford	Bus phased to future rail	Keep, propose 2 stop locations
Kings-Tulare High Speed Rail Station	Bus phased to future rail	Keep, stop will be operational once HSR begins
Goshen	Bus	Keep, propose 1 stop location
Dinuba	Bus	Remove from proposed Phase 1 Cross Valley Corridor
Visalia	Bus phased to future rail	Keep, propose 4 stop locations
Tulare	Bus	Deferred during proposed Phase 1 Cross Valley Corridor
Farmersville	Bus	Keep
Exeter	Bus	Remove from proposed Phase 1 Cross Valley Corridor
Woodlake	Bus	Remove from proposed Phase 1 Cross Valley Corridor
Lindsay	Bus	Keep
Porterville	Bus	Deferred during proposed Phase 1 Cross Valley Corridor

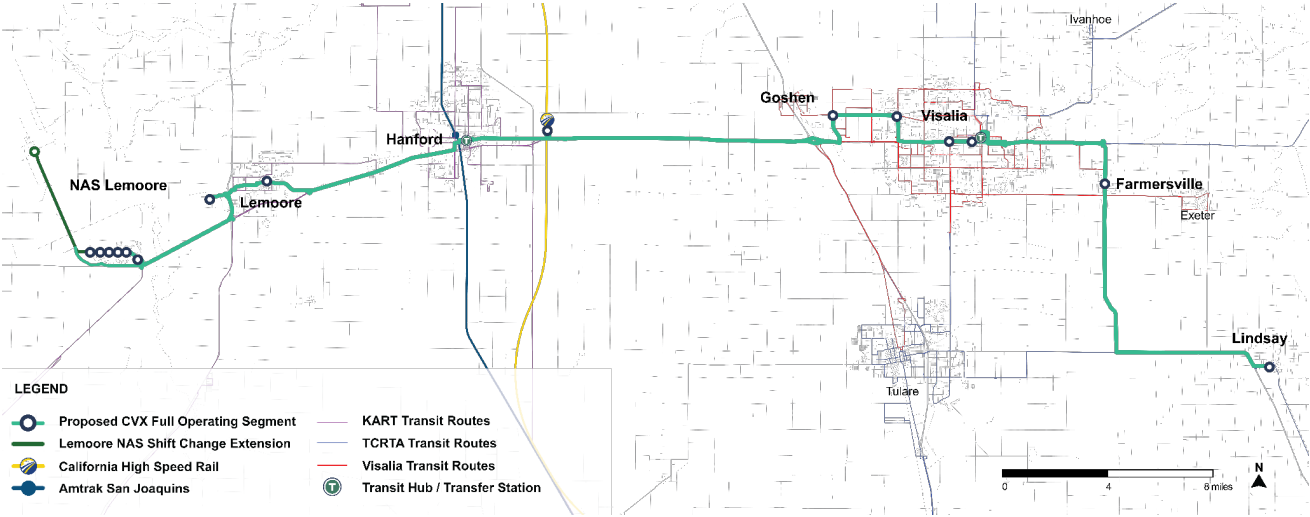
4.2 Overview of the Proposed Phase 1 Cross Valley Corridor

The proposed Phase 1 Cross Valley Corridor Service includes a total of 19 stops between Lemoore and Lindsay in each direction, and additional local stops within NAS Lemoore as in Table 2 and Figure 1. These stops are preliminary recommendations based on the Existing Conditions and Market Assessment findings outlined in this report; stop locations will be finalized as part of the Task 5 Service and Operating Plan.

Table 2: Proposed Phase 1 Cross Valley Corridor Bus Stop Locations

Jurisdiction:	Number of Proposed Stops:	Stop Location(s):
NAS Lemoore	7	Lemoore Airfield Gate (peak only) Franklin Avenue & Enterprise Franklin Avenue & Hancock Avenue U.S. Naval Hospital (Franklin Medical Center) Franklin Avenue & Ticonderoga Avenue Franklin Avenue & Rhino Street Franklin Avenue & Orion Avenue
City of Lemoore	2	West Hills College Lemoore Train Station
City of Hanford	2	Hanford Amtrak Station at 7 th Street (Until CAHSR) Hanford Transit Center at E 8 th Street & N Harris Street
Unincorporated Kings County	1	Kings-Tulare High Speed Rail Station (upon initiation)
City of Visalia	4	W Goshen Avenue & Alta Avenue W Goshen Avenue & Akers Street W Oak Avenue & N Floral Street E Oak Avenue & N Bridge Street
City of Tulare	1	K Street at Greyhound Bus Stop
City of Farmersville	1	Transit Center
City of Lindsay	1	Transit Center

Figure 1: Proposed Cross Valley Corridor Full Operating Segment



Maps made by Arup

4.3 Community Profiles

4.3.1 Naval Air Station Lemoore

Naval Air Station (NAS) Lemoore is a U.S. Navy base located at the convergence of northwestern Kings and Fresno counties. Lemoore Station, a census-designated place within the base and Kings County, was the geography selected for analysis since the base's boundaries extend across two counties. NAS Lemoore is the U.S. Navy's largest Master Jet Base and houses more than half of the U.S. Navy's aircraft fleet. It is a significant employment and economic driver for the San Joaquin Valley. In 2019, the base generated \$947 million for Kings County and provides almost 8,500 jobs. The base serves approximately 6,400 military members, 1,300 civilians, and 10,900 dependents.

Seven total stops are proposed for the base for Phase 1 of the Cross Valley Corridor. The proposed stops are predominantly located along Franklin Avenue, with a terminal location adjacent to the base electrical substation. A peak period only stop is proposed at the airfield gate.

Table 3: NAS Lemoore Summary Information

	Lemoore Station CDP
Total Population – 2021	6,692
Total Population – 2010	7,890
Population Change – 2010 to 2021	-15.2%
Population Density – 2021	1,580.7 people per square mile
Number of Jobs ² – 2020	514

Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

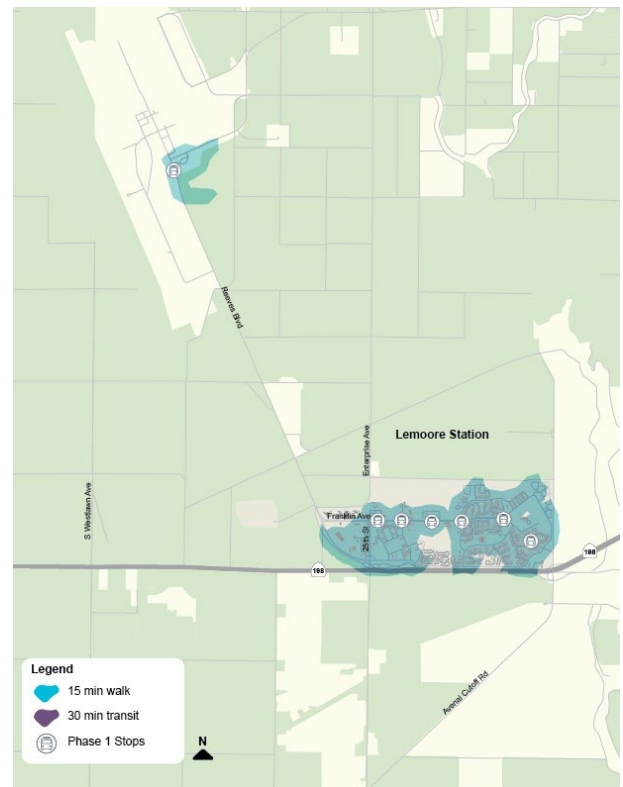
² LODES only contains information on civilian jobs, therefore military jobs are not included. The US Navy estimates that NAS Lemoore provides about 8,500 jobs as of 2019.

Picture 1: Aerial view of NAS Lemoore base



Image Credit: U.S. Navy (N.d.)

Figure 2: NAS Lemoore Proposed Stops and Trip Catchments



Maps made by Arup

4.3.2 City of Lemoore

Lemoore is an incorporated city in northern Kings County located at the intersection of Highway 41 and Highway 198. The nearby Naval Air Station Lemoore serves as a large employment center for city residents. Lemoore is also known for the presence of West Hills College Lemoore, a local community college with more than 4,000 students³.

Two stops are proposed within the City of Lemoore for Phase 1 of the Cross Valley Corridor: one at E Street near Follett Street and the second to serve West Hills College Lemoore.

Table 4: City of Lemoore Summary Information

	City of Lemoore
Total Population – 2021	26,631
Total Population – 2010	23,901
Population Change – 2010 to 2021	+11.4%
Population Density – 2021	3,021.4 people per square mile
Number of Jobs – 2020	3,876

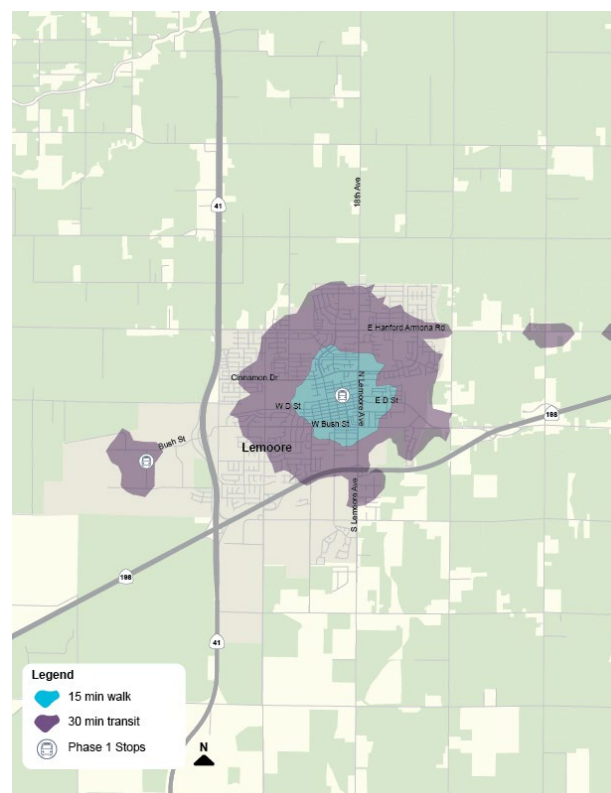
Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 2: West Hills College Lemoore



Image Credit: West Hills College Lemoore (N.d.)

Figure 3: City of Lemoore Proposed Stops and Trip Catchments



Maps made by Arup

³ [West Hills College-Lemoore in Lemoore, CA | US News Education](#)

4.3.3 City of Hanford

Hanford is an incorporated city in northeastern Kings County and the county seat. It is the most populous city in Kings County with almost 59,000 residents as of 2021. Hanford is bound by State Route 198 to the south and State Route 43 to the northeast. The city is home to a diverse economy, including large activity centers such as the Hanford Municipal Airport and the Kings County Fairgrounds.

Two stops within the City of Hanford are proposed for Phase 1 of the Cross Valley Corridor: one at the existing Hanford Amtrak station and a second at the intersection of East 8th Street and North Harris Street which will be the location of the future Hanford Transit Center (when operational). After HSR initiation, the Amtrak stop will be discontinued.

Table 5: City of Hanford Summary Information

	City of Hanford
Total Population – 2021	57,359
Total Population – 2010	52,315
Population Change – 2010 to 2021	+9.6%
Population Density – 2021	3,296.5 people per square mile
Number of Jobs – 2020	14,579

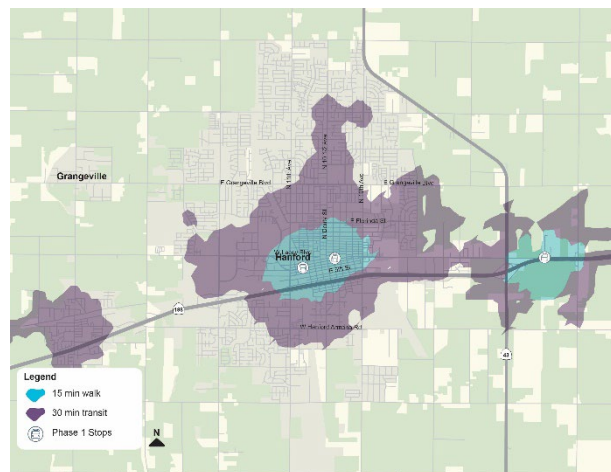
Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 3: Aerial view of Downtown Hanford Civic Center Park



Image Credit: Main Street Hanford (N.d.)

Figure 4: City of Hanford Proposed Stops and Trip Catchments



Maps made by Arup

4.3.4 Kings/Tulare High Speed Rail Station

The Kings/Tulare High speed rail station is a planned high-speed rail hub with connections throughout California. Located in unincorporated Kings County near the intersection of State Route 198 and State Route 43, the station will serve as a critical regional hub for both Kings and Tulare counties.

The proposed station includes facilities to provide regional transit connectivity to feed the statewide high-speed rail corridor that will be operational beginning in 2030-2033.

Table 6: Kings/Tulare HSR Summary Information

	Kings-Tulare HSR
Total Population – 2021	3,004
Total Population – 2010	3,740
Population Change – 2010 to 2021	-19.7%
Population Density – 2021	30.5 people per square mile
Number of Jobs – 2020	2,284

Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 4: Conceptual rendering of Kings/Tulare HSR Station



Image Credit: California High Speed Rail Authority (2022)

Picture 5: Ongoing construction at Kings/Tulare HSR station



Image Credit: Arup (2023)

4.3.5 City of Visalia

Visalia is an incorporated city in northwestern Tulare County and the county seat. It is the most populous city in Tulare County and the Cross Valley Corridor study area with about 143,000 residents as of 2021. In addition to serving as the county seat, Visalia plays an important role as a major agricultural, logistics and economic center for Tulare/Kings County area with more than 50,000 jobs, the largest in the Cross Valley Corridor study area. Visalia is also regarded as a tourism hub for visitors traveling to Yosemite, Sequoia, and Kings Canyon National Parks.

Five stops within the City of Visalia are proposed for Phase 1 of the Cross Valley Corridor: one in West Visalia, another at Goshen and Akers, and three in Downtown Visalia.

Table 7: City of Visalia Summary Information

	City of Visalia
Total Population – 2021	143,000
Total Population – 2010	119,312
Population Change – 2010 to 2021	+17.4%
Population Density – 2021	3,763.6 people per square mile
Number of Jobs – 2020	53,790

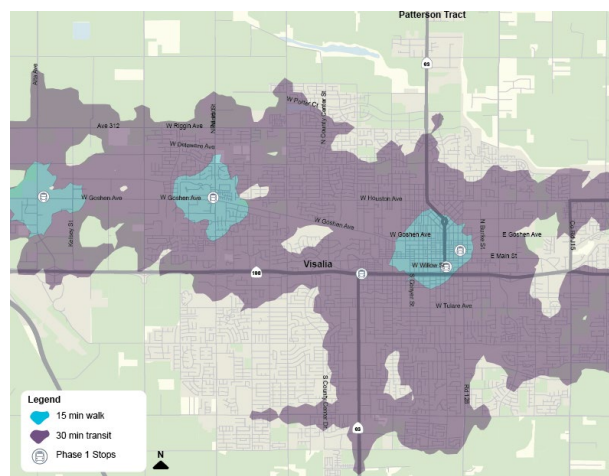
Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 6: Visalia Fox Theatre



Image Credit: Downtown Visalia (N.d.)

Figure 5: City of Visalia Proposed Stops and Trip Catchments



Maps made by Arup

4.3.6 City of Tulare

Tulare is an incorporated city in western Tulare County located at the intersection of SR-99 and SR-137. The city has a diverse economy including major employers in food processing, logistics and distribution centers, and agriculture. Tulare is also home to the World Ag Expo, the world's largest agricultural exposition.

While Tulare is not proposed for inclusion in Phase 1 of the Cross Valley Corridor, Tulare would be served by Visalia Transit/TCRTA service that is coordinated with CVC service.

Table 8: City of Tulare Summary Information

	City of Tulare
Total Population – 2021	68,395
Total Population – 2010	56,938
Population Change – 2010 to 2021	+20.1%
Population Density – 2021	3,427.7 people per square mile
Number of Jobs – 2020	12,759

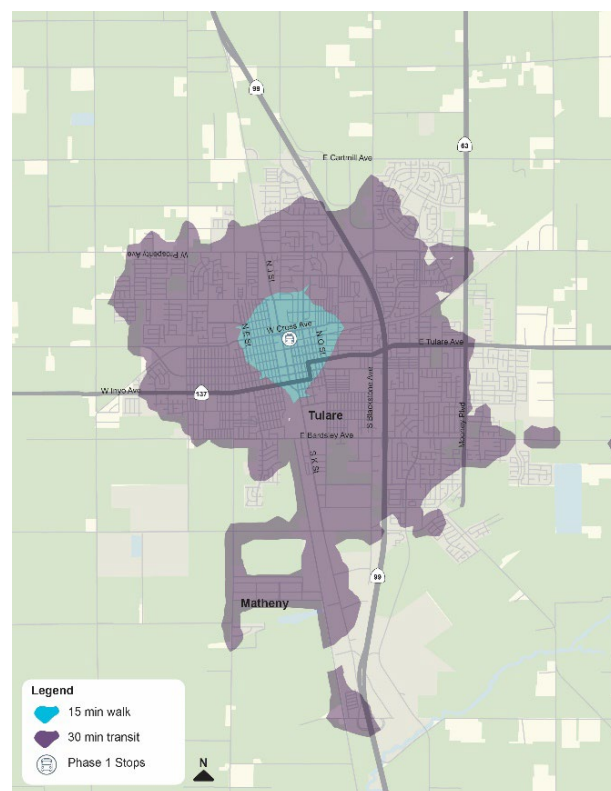
Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 7: Aerial view of Downtown Tulare



Image Credit: California.com (2023)

Figure 6: City of Tulare Proposed Stops and Trip Catchments



Maps made by Arup

4.3.7 City of Farmersville

Farmersville is an incorporated city in western Tulare County located east of Visalia along SR-198. With about 10,000 residents as of 2021, Farmersville is one of the smallest cities in the Cross Valley Corridor study area.

One stop within the City of Farmersville is proposed for Phase 1 of the Cross Valley Corridor.

Table 9: City of Farmersville Summary Information

	City of Farmersville
Total Population – 2021	10,441
Total Population – 2010	10,283
Population Change – 2010 to 2021	+1.5%
Population Density – 2021	4,743.3 people per square mile
Number of Jobs – 2020	670

Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 8: Park located in Farmersville

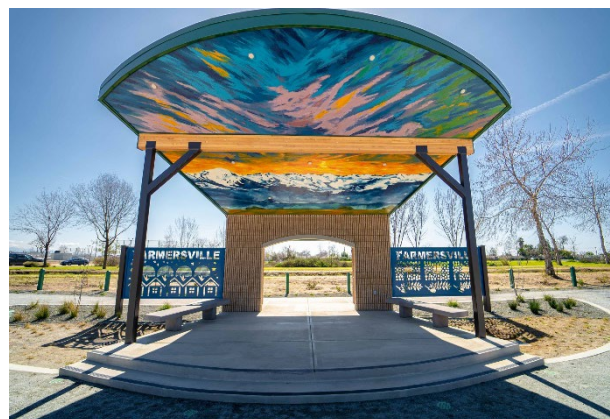
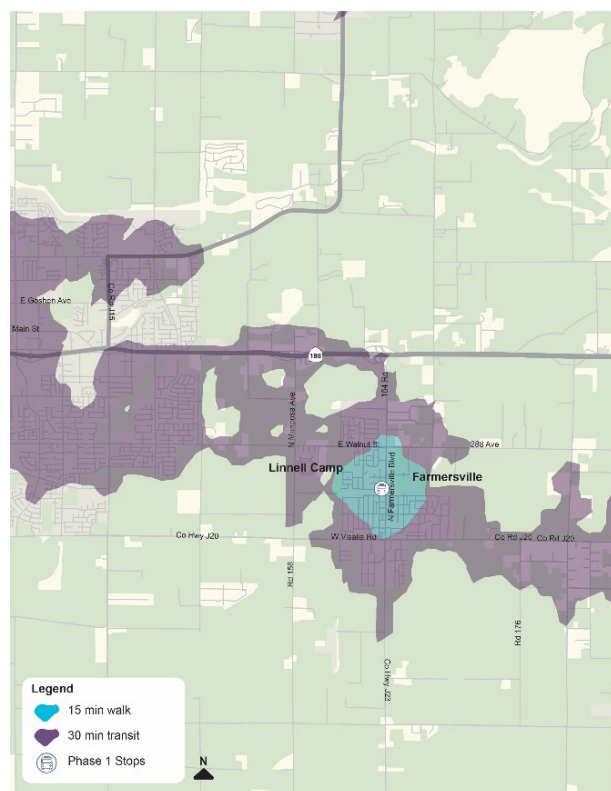


Image Credit: City of Farmersville Facebook (2023)

Figure 7: City of Tulare Proposed Stops and Trip Catchments



Maps made by Arup

4.3.8 Lindsay

Lindsay is an incorporated city in western Tulare County directly east of SR-65. It is one of the smallest cities within the Cross Valley Corridor study area with about 12,000 residents as of 2021.

One stop within the City of Lindsay is proposed for Phase 1 of the Cross Valley Corridor. This stop includes provision for enroute charging.

Table 10: City of Lindsay Summary Information

	City of Lindsay
Total Population – 2021	12,581
Total Population – 2010	11,768
Population Change – 2010 to 2021	+6.9%
Population Density – 2021	4,944.2 people per square mile
Number of Jobs – 2020	5,585

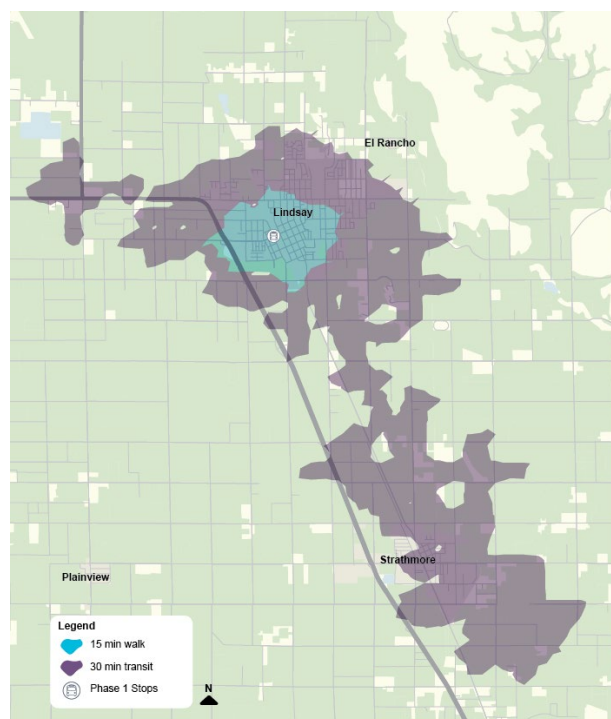
Table Sources: ACS 2010 & 2021 5-Year Estimates, Total Jobs by Work Area, LEHD 2020

Picture 9: Lindsay City Hall



Image Credit: City of Lindsay (2015)

Figure 8: City of Lindsay Proposed Stops and Trip Catchments



Maps made by Arup

5. Demographics and Employment

5.1 Purpose and Methodology

The purpose of this section is to identify any socioeconomic population indicators that may influence ridership and inform service planning considerations for the proposed Cross Valley Corridor Phase 1 locations.

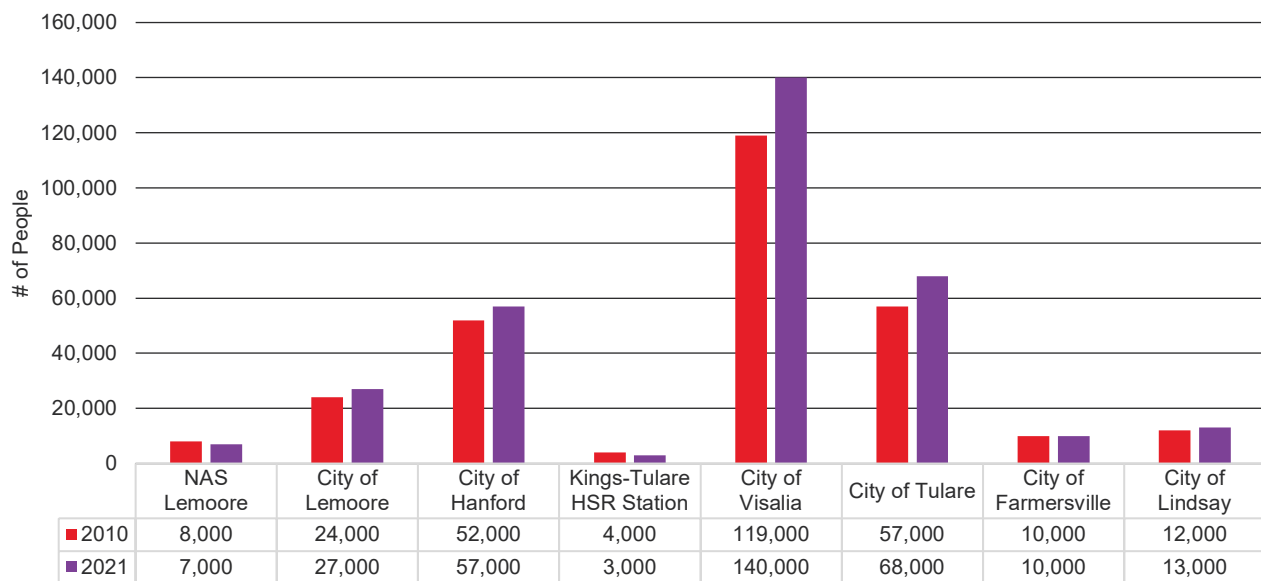
Findings are based on information from the American Community Survey (ACS) 5-Year Estimates and the Longitudinal Employer-Household Dynamics (LEHD) job totals reported by Work Area. For stops within an incorporated city, an aggregation of all census tracts within the city limits was used to summarize results. Census tracts with boundaries that extend outside city limits were assigned to the unincorporated county; because of this, the results below may vary slightly from totals collected by each city. For NAS Lemoore, the Lemoore Station census-designated place was used for the geography of analysis, and for the King-Tulare High Speed Rail Station, Census Tract 1 was used.

5.2 Corridor Findings

Population Change

The City of Visalia has the largest population within the Cross Valley Corridor initial study area with about 143,000 residents as of 2021, while the cities of Farmersville and Lindsay are the smallest. Population growth from 2010 to 2021 within the Cross Valley Corridor has been highest in census tracts near Lemoore and western Hanford. Note that Porterville, which has been previously identified as the rail terminal, has a population of about 63,000.

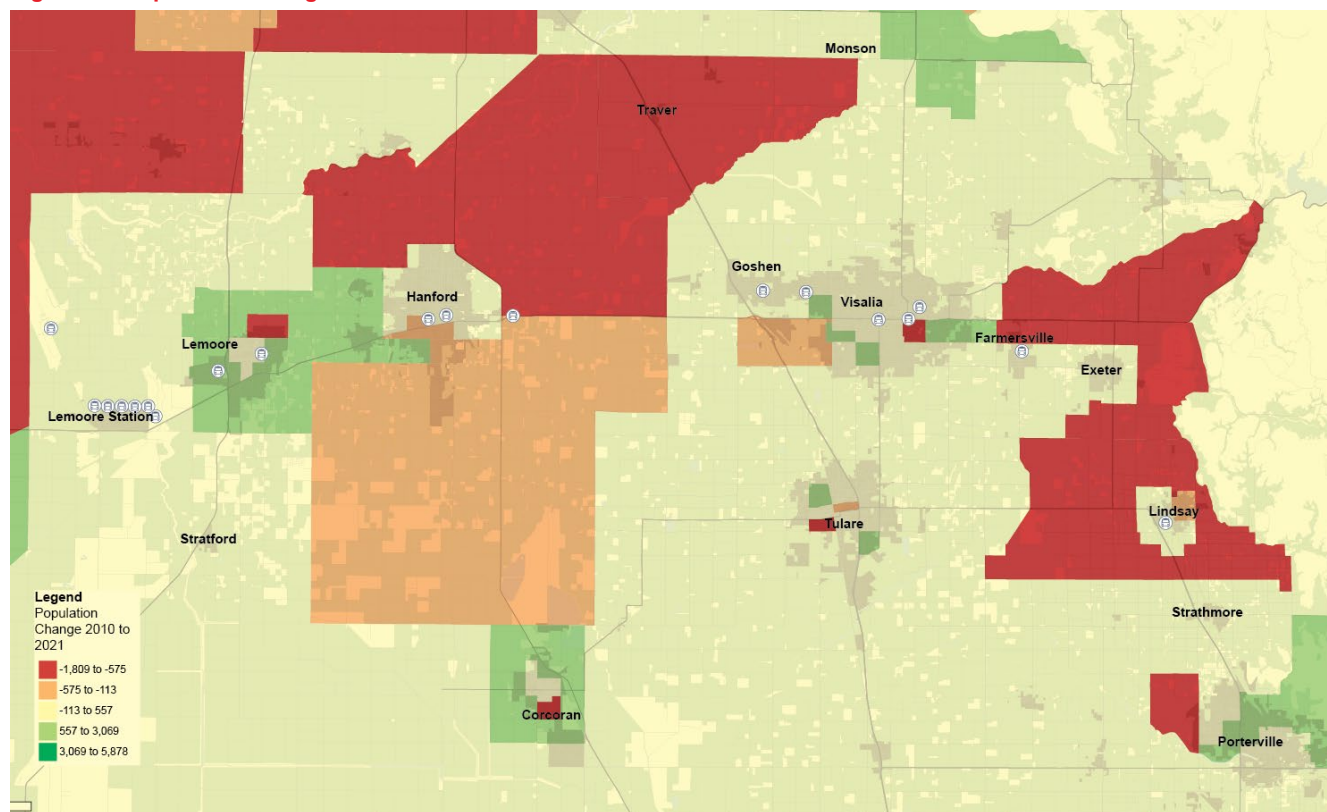
Figure 9: Total Population at Proposed CVC Phase 1 Stops – 2010 and 2021



Source: Table B03002, ACS 2010 & 2021 5-Year Estimates

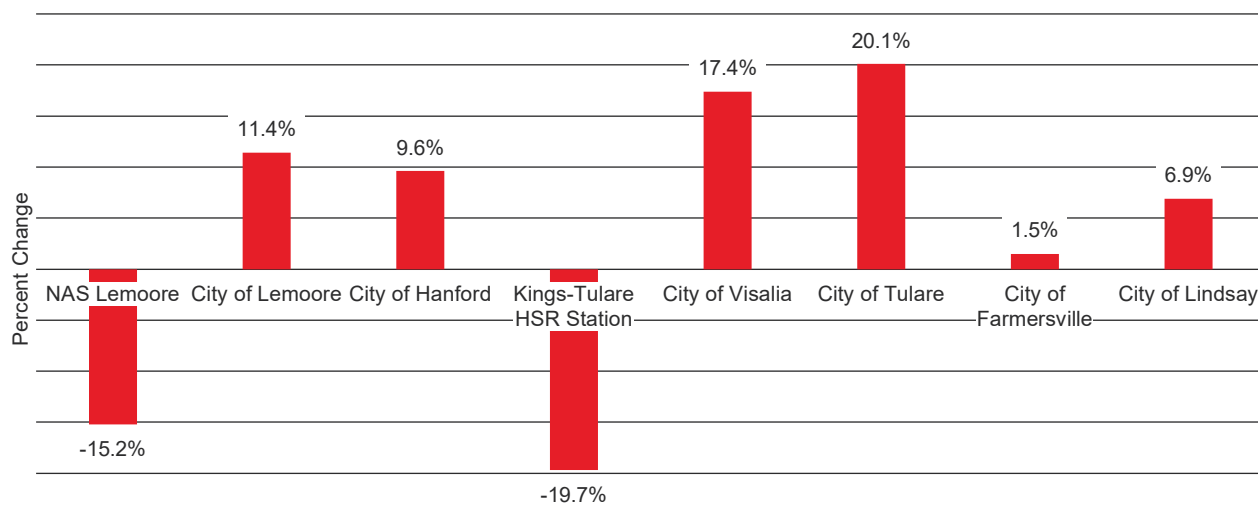
Note: Values rounded to the nearest thousand

Figure 10: Population Change – 2010 to 2021



Source: Table B03002, ACS 2010 & 2021 5-Year Estimates
Maps made by Arup

Figure 11: Population Change at Proposed CVC Phase 1 Stop Locations – 2010 to 2021

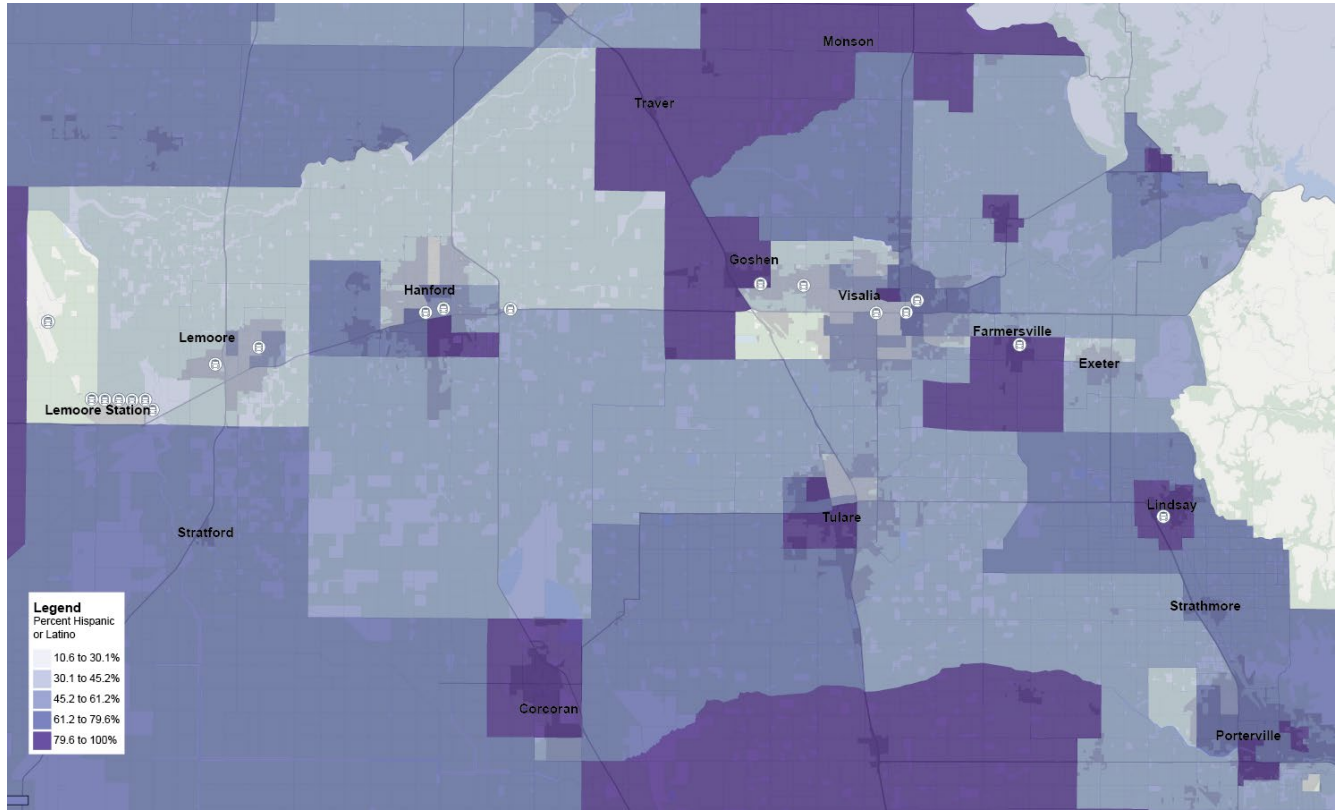


Source: Table B03002, ACS 2010 & 2021 5-Year Estimates

Population Characteristics – Hispanic Origins and Race

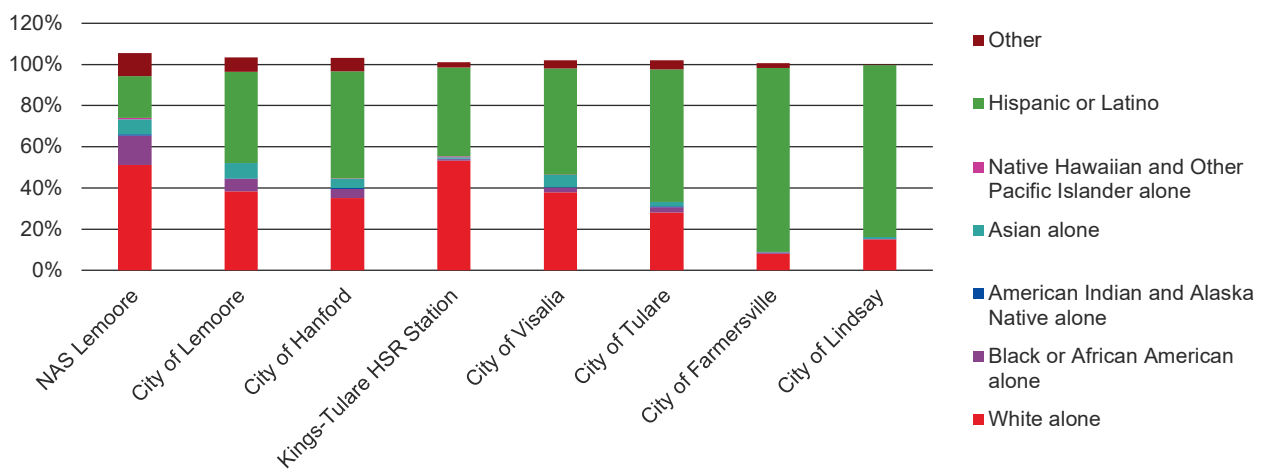
For most jurisdictions, more than half of the population residing in census tracts within the Cross Valley Corridor study area are Hispanic. In nearly all jurisdictions, more than 50 percent of the population identifies as a race other than White.

Figure 12: Percent of Population Hispanic Origins



Source: Table B03002, ACS 2021 5-Year Estimates
Maps made by Arup

Figure 13: Population Hispanic Origins & Race at Proposed CVC Phase 1 Stops



Source: Table B03002, ACS 2021 5-Year Estimates

Note 1: Sum of percentages may exceed 100% since the data reflects both Hispanic and non-Hispanic respondents of any race.

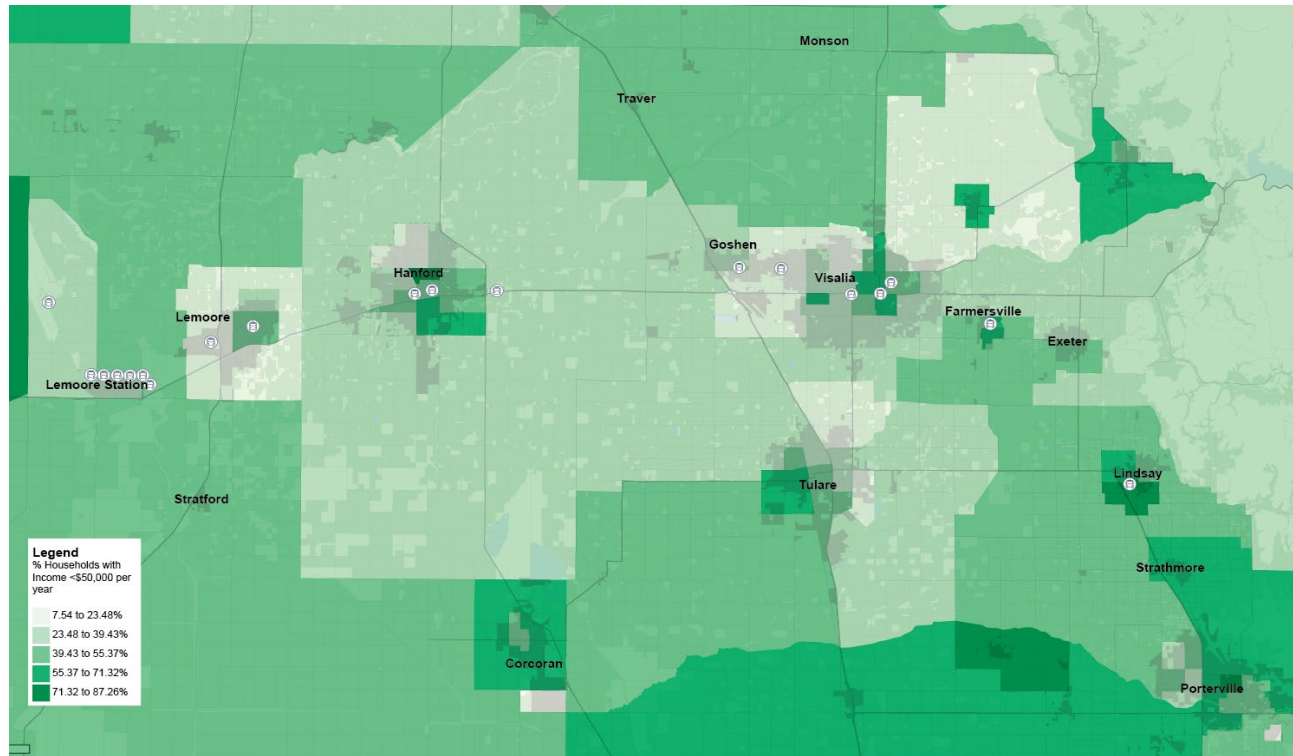
Note 2: “Hispanic or Latino” includes respondents of any race. Other categories are non-Hispanic.

Note 3: “Other” includes the following response categories: “Some other race alone”, “Two or more races”, “Two races including some other race”, “Two races excluding some other race” and “Three or more races”

Population Characteristics – Household Income

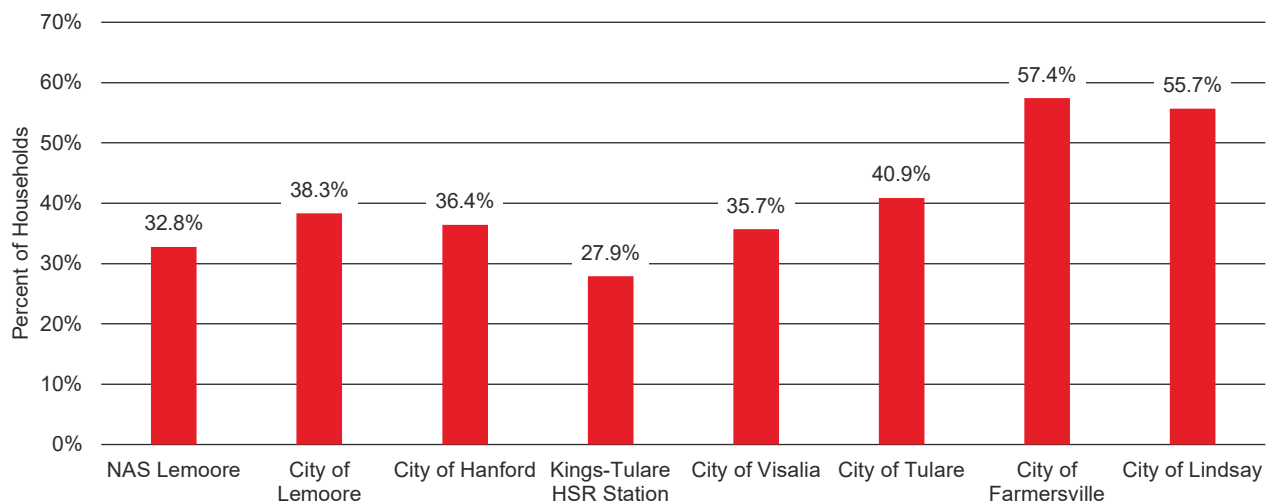
For most jurisdictions, one third of the total households have median annual incomes below \$50,000. Low-income populations are highest in census tracts near Downtown Hanford and Visalia as well as the cities of Farmersville and Lindsay.

Figure 14: Percent of Households Making Less than \$50,000 per year



Source: Table B19001, ACS 2021 5-Year Estimates
Maps made by Arup

Figure 15: Households Whose Median Household Income is Less than \$50,000 at Proposed CVC Phase 1 Stops

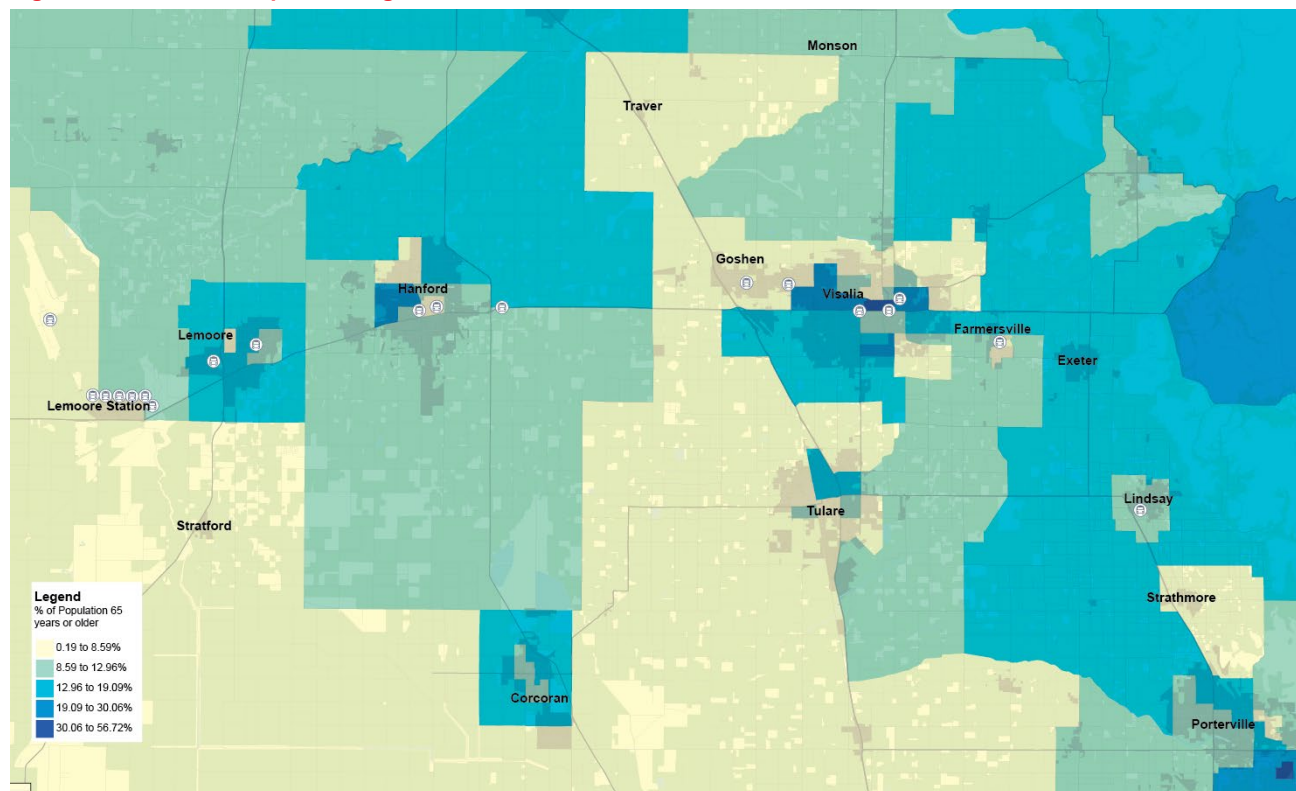


Source: Table B19001, ACS 2021 5-Year Estimates

Population Characteristics – Residents Age 65+ Years Old

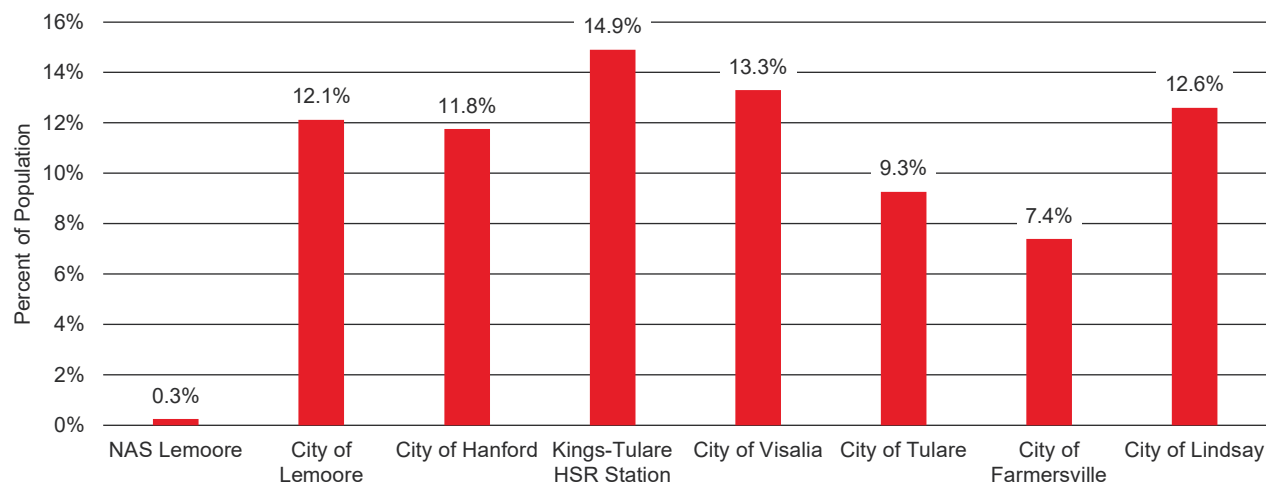
Western Hanford and Western Visalia as well as the cities of Lemoore and Lindsay have the highest concentrations of older residents.

Figure 16: Percent of Population Age 65+ Years Old



Source: Table B01001, ACS 2021 5-Year Estimates
Maps made by Arup

Figure 17: Population Age 65+ Years Old at Proposed CVC Phase 1 Stops

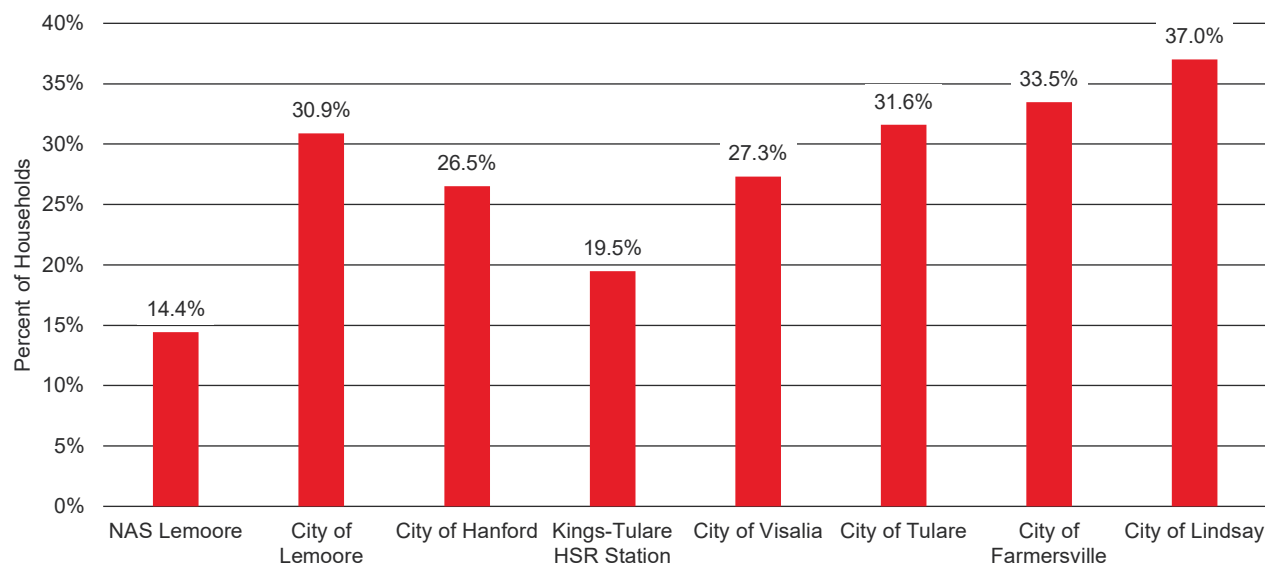


Source: Table B01001, ACS 2021 5-Year Estimates

Population Characteristics – Persons with Disabilities

Nearly one-third of the total population for each jurisdiction within the proposed Phase 1 Cross Valley Corridor has a disability.

Figure 18: Percent of Households with 1 Or More Persons with a Disability at Proposed Phase 1 CVC Stops

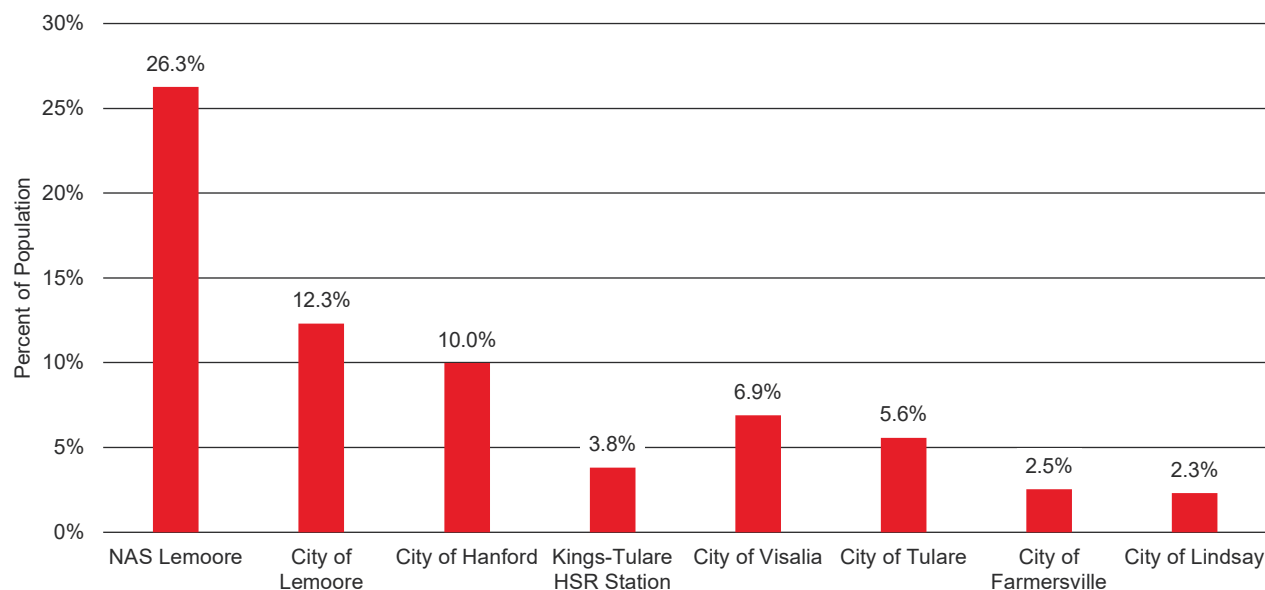


Source: Table B22010, ACS 2021 5-Year Estimates

Population Characteristics – Persons with Disabilities

The veteran population within the proposed Phase 1 Cross Valley Corridor is highest at NAS Lemoore and the City of Lemoore.

Figure 19: Percent of Population with Veteran Status at Proposed Phase 1 CVC Stops

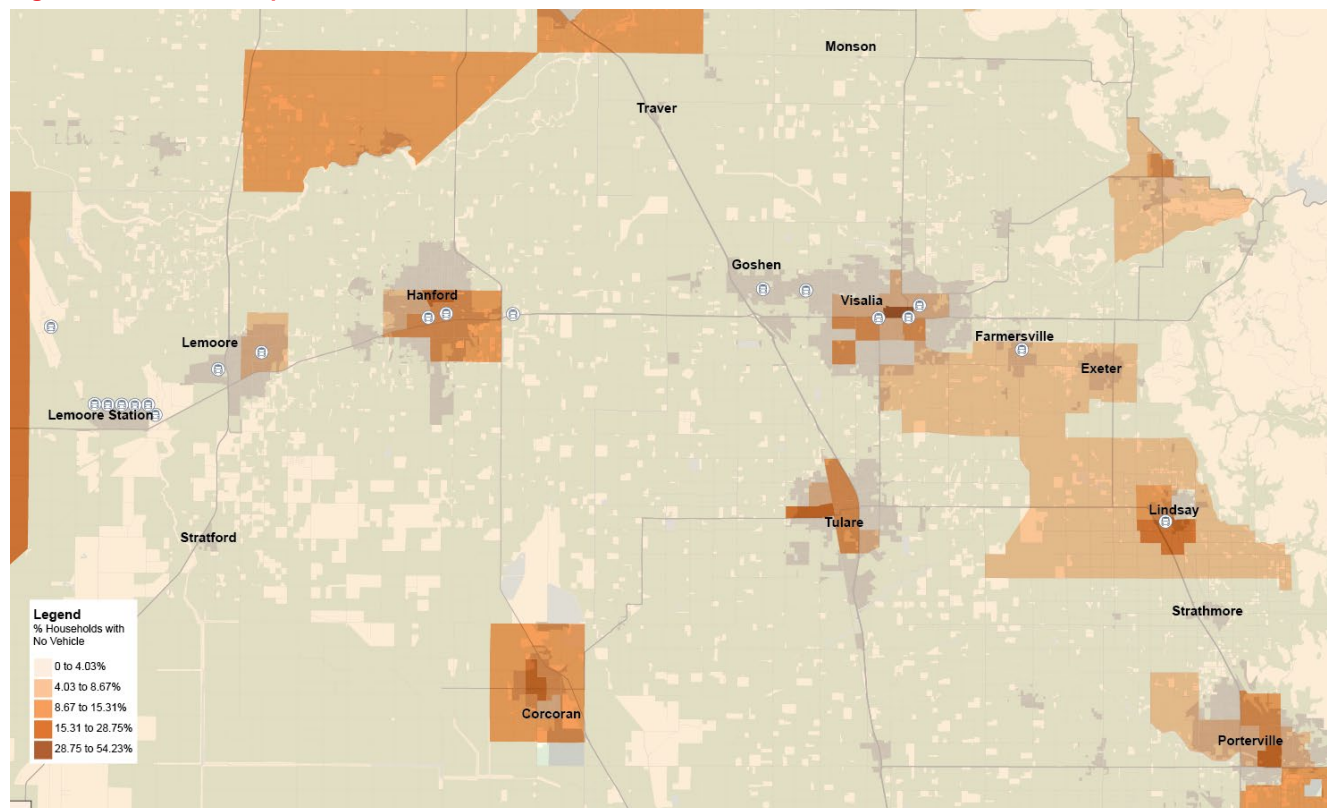


Source: Table B210003, ACS 2021 5-Year Estimates

Population Characteristics – No Vehicle Access

Citywide vehicle access rates are relatively high, however several census tracts near the cities of Farmersville and Lindsay have lower household vehicle access.

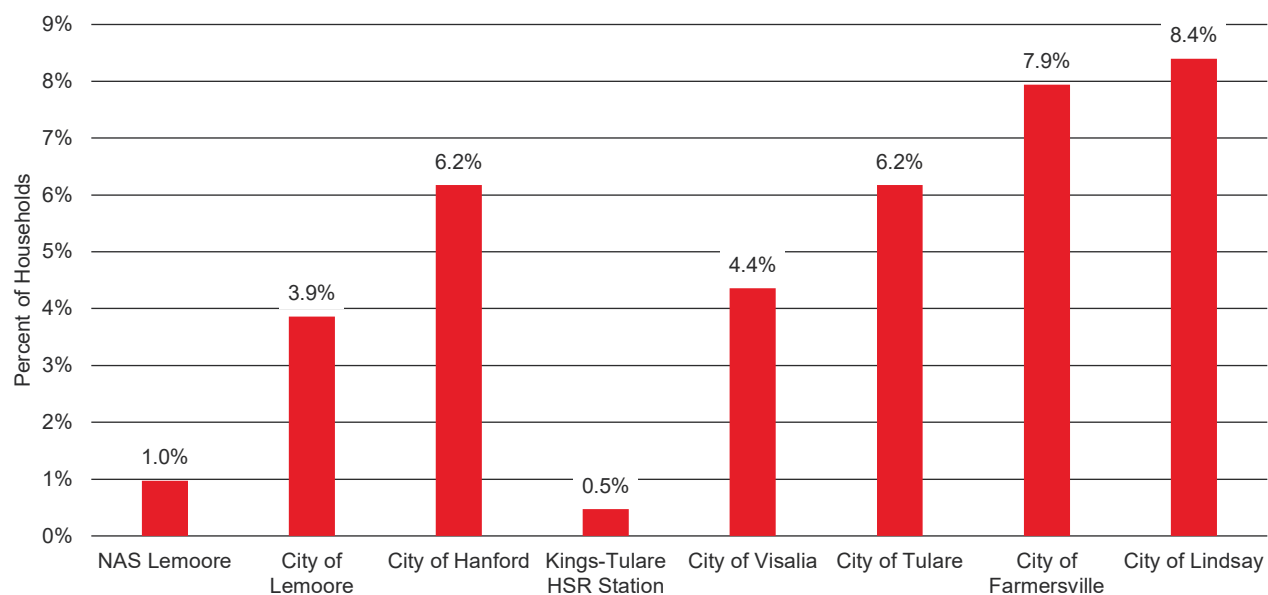
Figure 20: Percent of Population Without Vehicle Access



Source: Table B08201, ACS 2021 5-Year Estimates

Maps made by Arup

Figure 21: Percent of Households with Zero Vehicle at Proposed Phase 1 CVC Stops

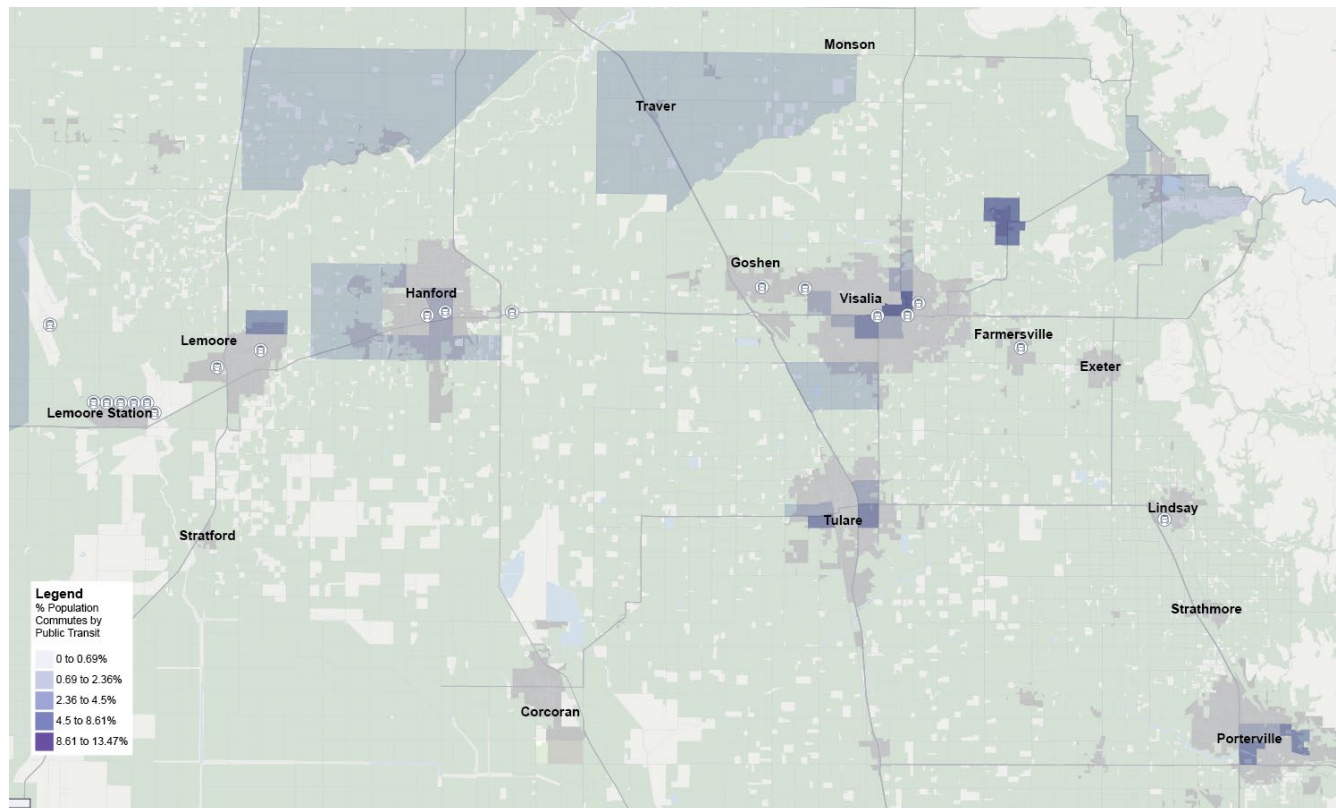


Source: Table B08201, ACS 2021 5-Year Estimates

Commuter Characteristics – Public Transit Usage

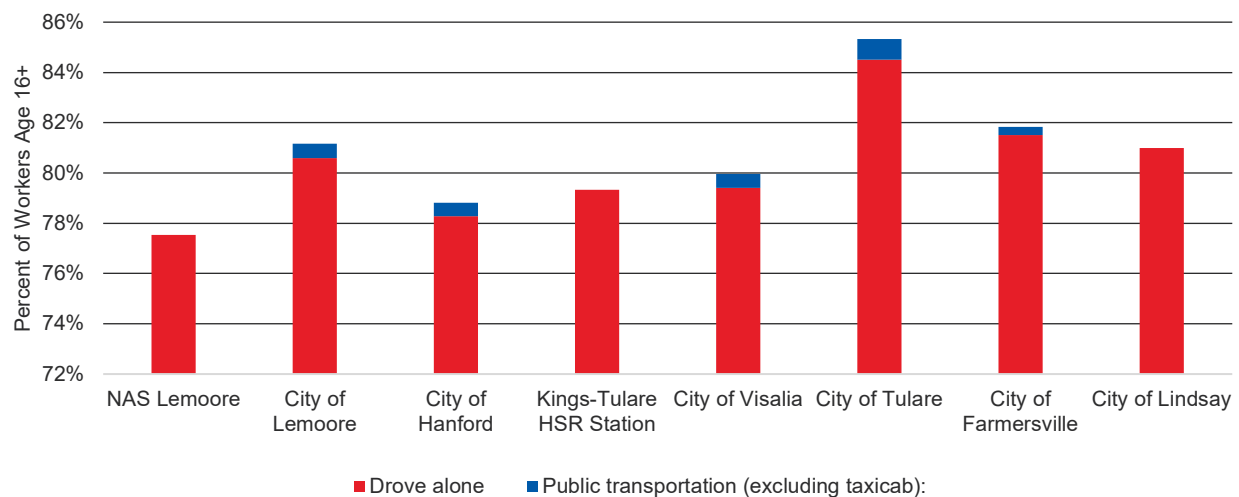
Citywide public transit usage for commuting to work is about 1 percent, however several census tracts in Hanford, Downtown Visalia, and Tulare have higher transit usage ranging from 8 to 13 percent.

Figure 22: Percent of Workers Who Commute by Public Transit



Source: Table B08006, ACS 2021 5-Year Estimates
Maps made by Arup

Figure 23: Means of Transportation to Work for Workers Age 16+ at Proposed Phase 1 CVC Stops

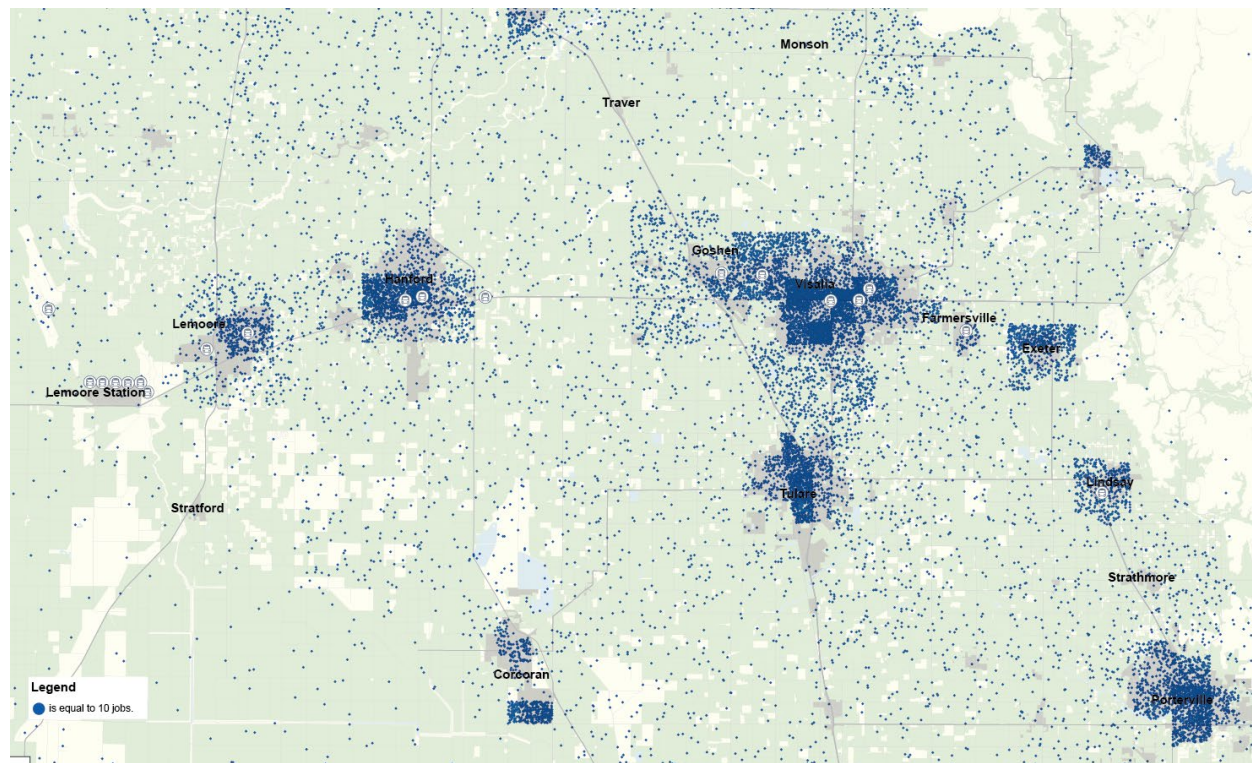


Source: Table B08006, ACS 2021 5-Year Estimates

Existing Job Centers and Industries

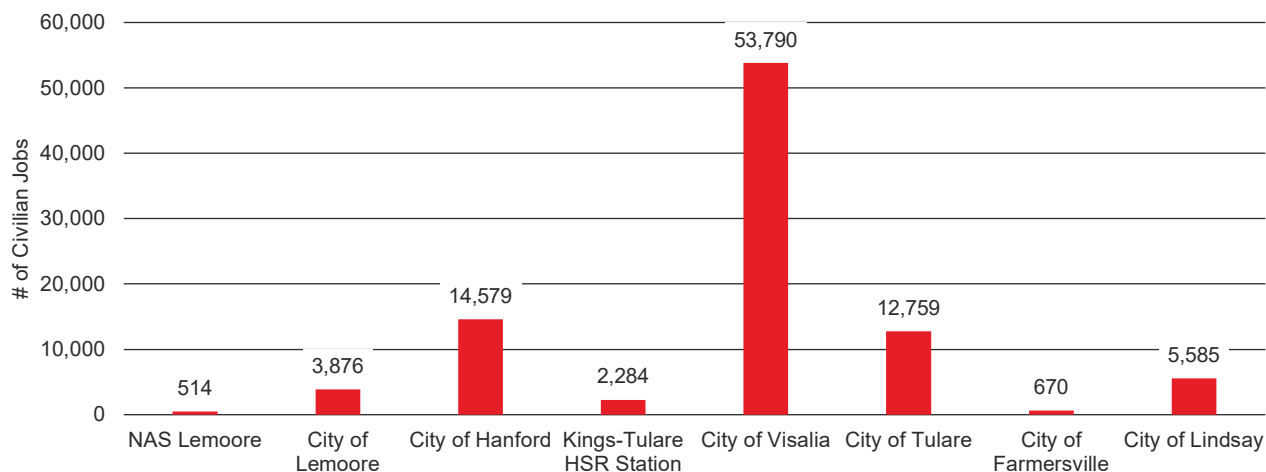
Jobs within the proposed Phase 1 Cross Valley Corridor are concentrated along SR-198 in Hanford and Visalia as well as in Tulare and Porterville. The City of Visalia has the highest number of civilian jobs while Farmersville has the lowest. Jobs within the Cross Valley Corridor are highest within the educational services/health care, agriculture, and retail industries.

Figure 24: Existing Job Centers – 2020



Source: Total Jobs by Work Area, LEHD 2020
Maps made by Arup

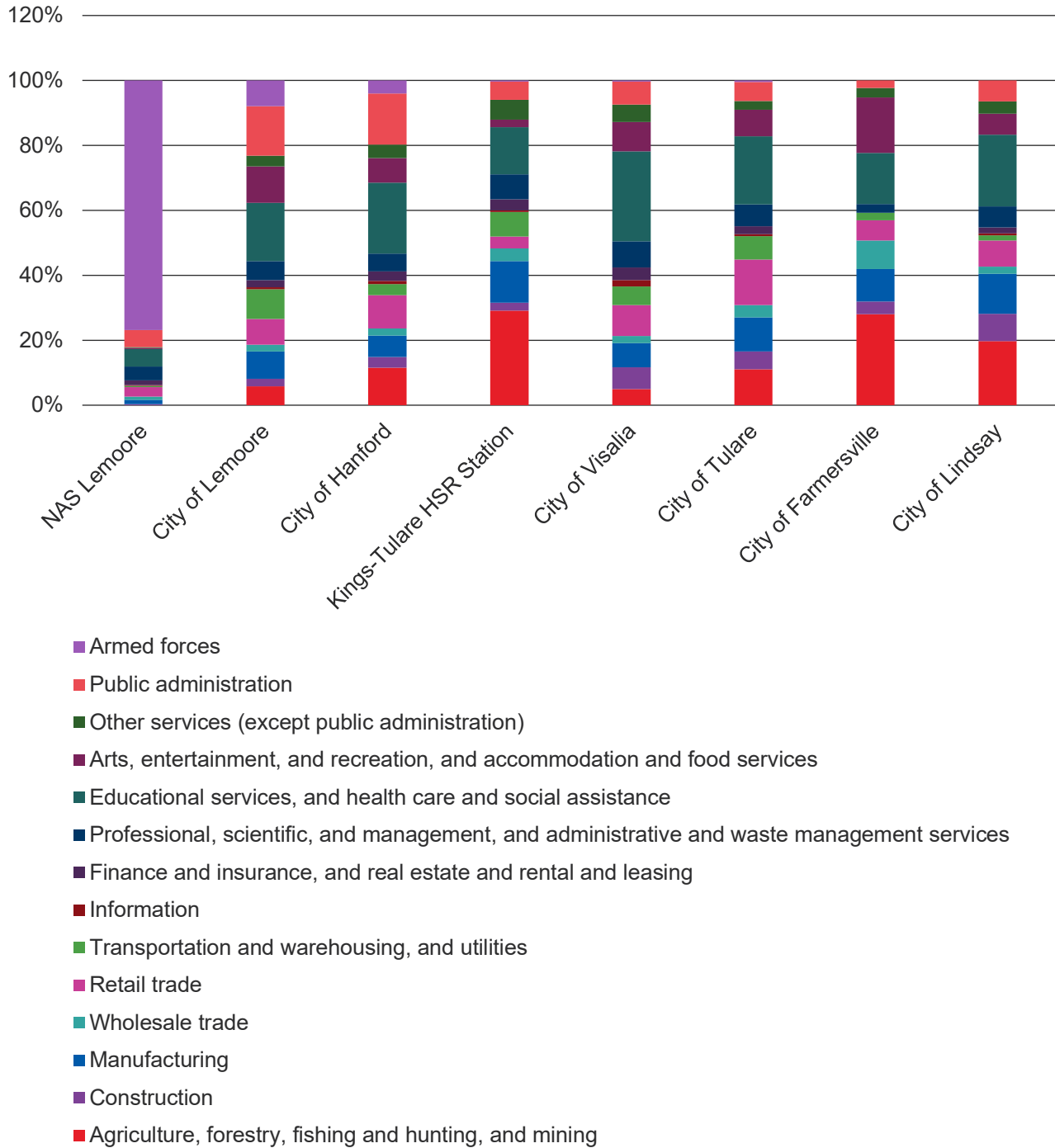
Figure 25: Total Jobs at Proposed Phase 1 CVC Stop Locations



Source: Total Jobs by Work Area, LEHD 2020

Note: The above data only represents civilian jobs, therefore the total number of jobs may be higher.

Figure 26: Industry of Employment for Workers Age 16+ at Proposed Phase 1 CVC Stop Locations



Source: Table B08126, ACS 2021 5-Year Estimates

5.3 Summary of Findings

Population Size and Growth

The cities of Visalia, Tulare, and Hanford have the largest populations while the cities of Farmersville and Lindsay are the smallest. Tulare and Hanford experienced the greatest population growth between 2010 and 2021, while NAS Lemoore experienced a population decrease of 15 percent. It is unclear how much the

population will change in the surrounding vicinity of the Kings-Tulare High Speed Rail Station once service is operational.

Population Hispanic Origins & Race

The cities of Farmersville and Tulare have the largest Hispanic populations with more than 60 percent of the total populations. Lemoore and NAS Lemoore have the largest Asian populations with about 7 percent of the total populations. For most cities, the American Indian and Alaska Native population is about 1 percent. The nearest tribal lands are the Tule River Indian Reservation east of Porterville; no tribal lands are within the proposed Cross Valley Corridor. Outreach materials and engagement activities in Task 3, as well as future transit service advertisements, should be produced in a variety of languages representative of the proposed CVC Phase 1 stop locations and in compliance with relevant federal and state requirements.

Household Income, Senior Population, Disability, and Veteran Status

The cities of Farmersville and Lindsay have the largest number of households with income below \$50,000 annually with over 50 percent each. The Kings-Tulare High Speed Rail Station census tract and Visalia have the largest senior population at roughly 14 percent each. Farmersville and Lindsay also have the largest populations with disabilities. NAS Lemoore and Lemoore have the largest veteran populations. These findings should inform recommended fare pricing and pricing schemes for CVC service.

Vehicle Access and Means of Transportation to Work

The cities of Farmersville and Lindsay have the highest number of households without a vehicle at 8 percent each. Tulare has the largest number of commuters who rely on public transportation at about 1 percent.

Jobs and Economic Characteristics

The City of Visalia has the largest number of jobs – more than 54,000 – followed by Hanford at about 15,000. Jobs within the Cross Valley Corridor are highest within the educational services/health care, agriculture, and retail industries.

6. Disadvantaged Communities and Equity Considerations

6.1 Purpose and Methodology

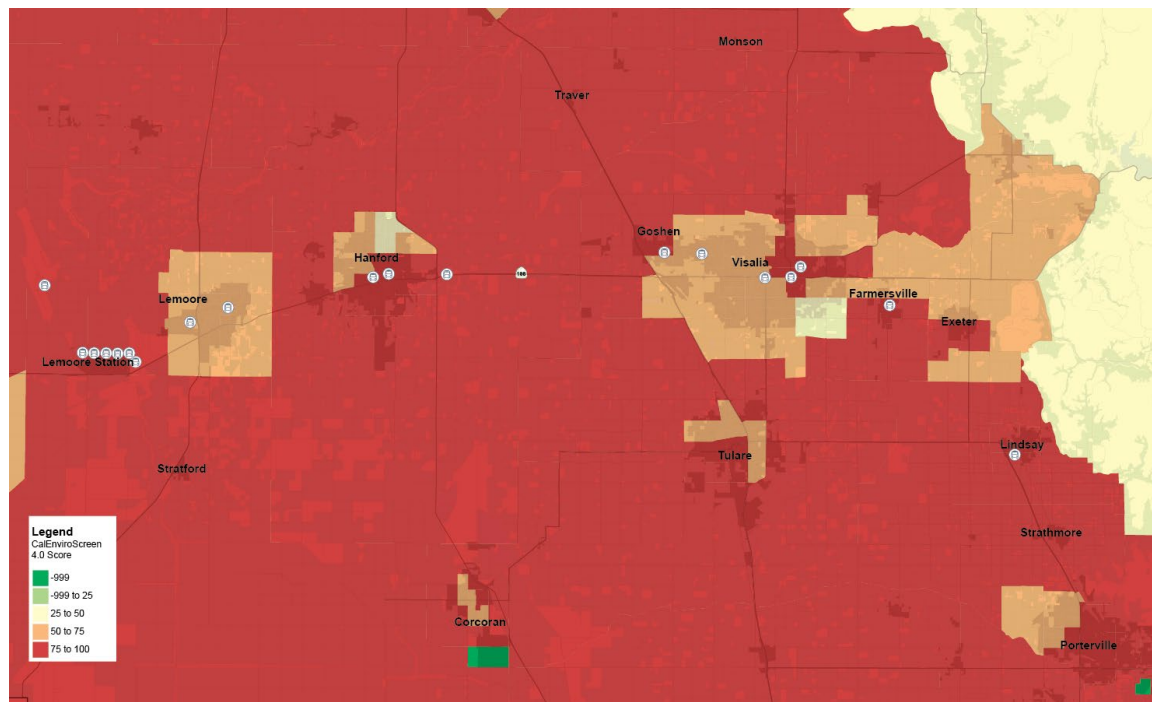
The purpose of this section is to identify socioeconomic and environmental indicators across the proposed Cross Valley Corridor Phase 1 locations to ensure that transit service investments are equitable and targeted to communities in high need of improved transportation.

Findings are based on information from the California Office of Environmental Health Hazard Assessment's California Communities Environmental Health Screening Tool (CalEnviroScreen 4.0). For stops within an incorporated city, an aggregation of all census tracts within the city limits was used to summarize results. Census tracts whose boundaries extend outside city limits were assigned to the unincorporated county; because of this, the results below may vary slightly from totals collected by each city. For NAS Lemoore, the Lemoore Station census-designated place was used for the geography of analysis, and for the King-Tulare High Speed Rail Station, Census Tract 1 was used.

6.2 Corridor Findings

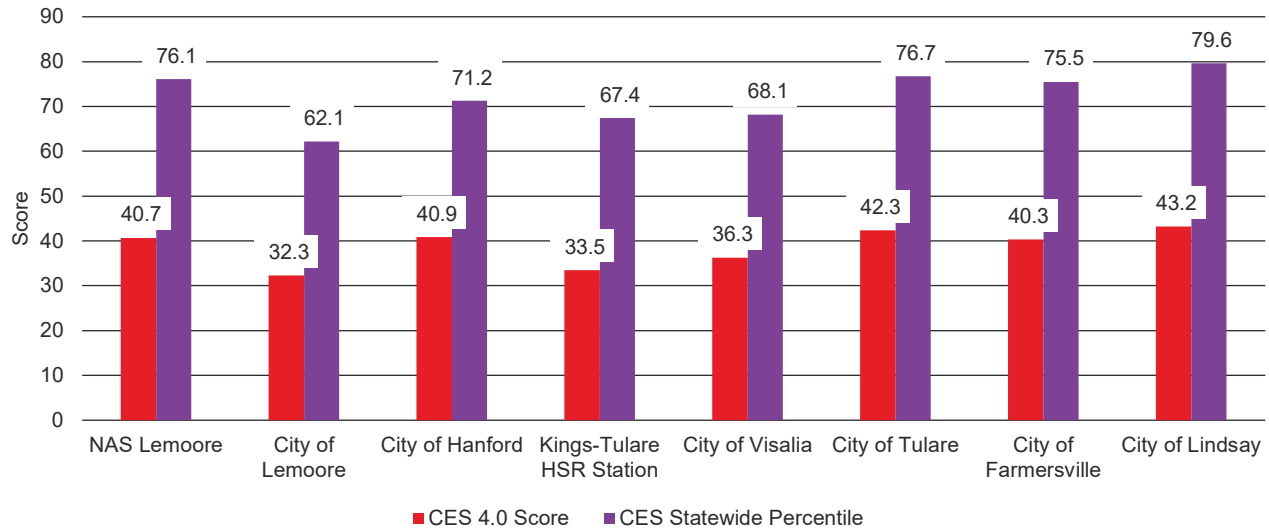
All of the census tracts within the Cross Valley Corridor study area have CalEnviroScreen 4.0 scores that are in the upper 50th percentile of statewide averages. Visalia, Hanford, and Tulare also have a high number of census tracts that are considered disadvantaged communities per SB-535 criteria. Ozone exposure, traffic levels, poverty, and linguistic isolation were some of the environmental burdens evaluated in relation to proposed stops locations.

Figure 27: CalEnviroScreen 4.0 Scores



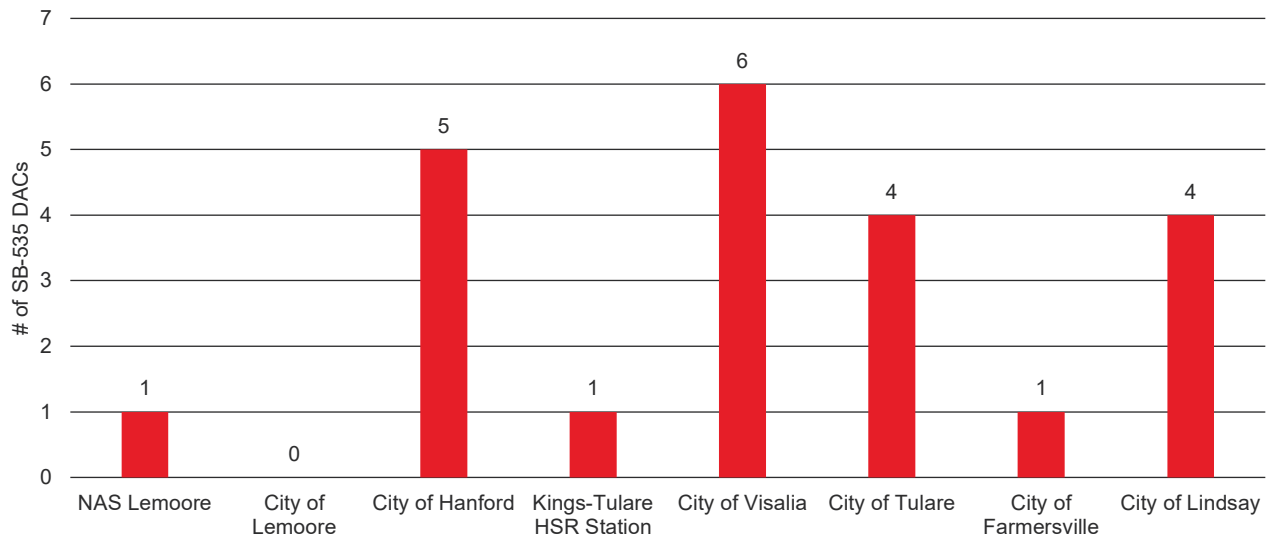
Source: CalEnviroScreen 4.0
Maps made by Arup

Figure 28: CalEnviroScreen 4.0 Scores & Percentile Scores of Proposed CVC Phase 1 Stop Locations



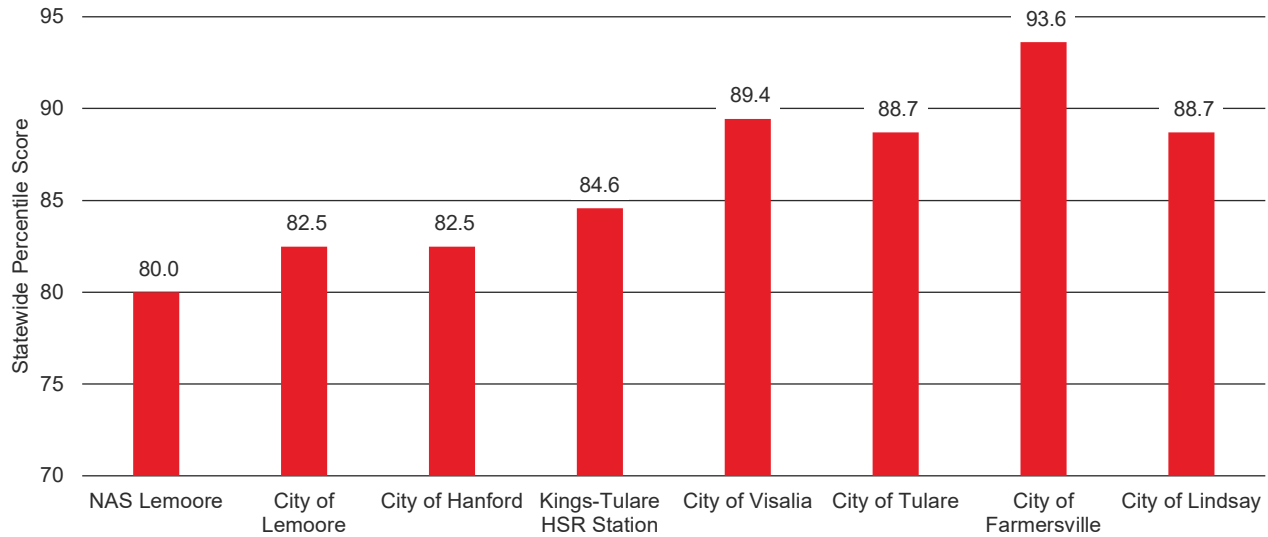
Source: CalEnviroScreen 4.0

Figure 29: Number of SB-535 Disadvantaged Communities per Proposed CVC Phase 1 Stop Locations



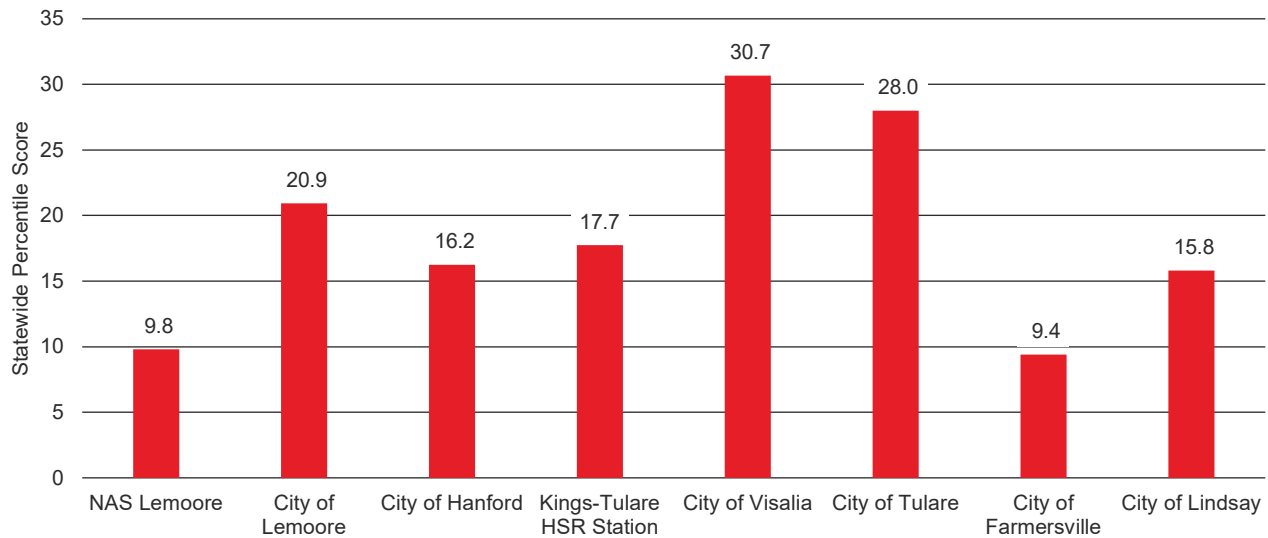
Source: California Office of Environmental Health Hazard Assessment, 2022

Figure 30: Ozone Percentile Scores at Proposed CVC Phase 1 Stop Locations



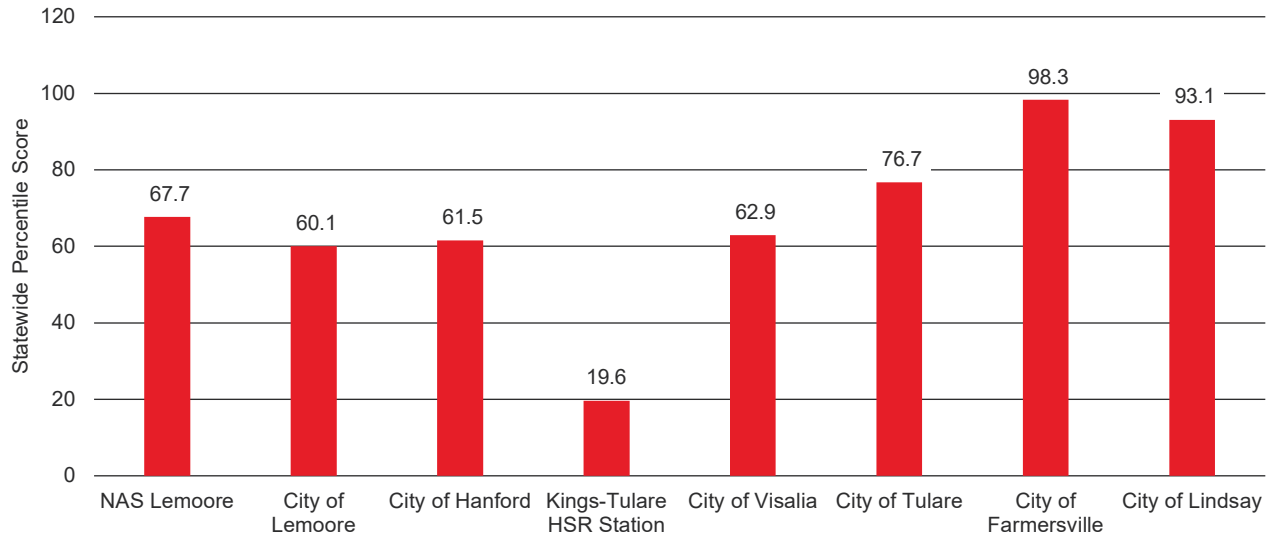
Source: CalEnviroScreen 4.0

Figure 31: Traffic Percentile Scores at Proposed CVC Phase 1 Stop Locations



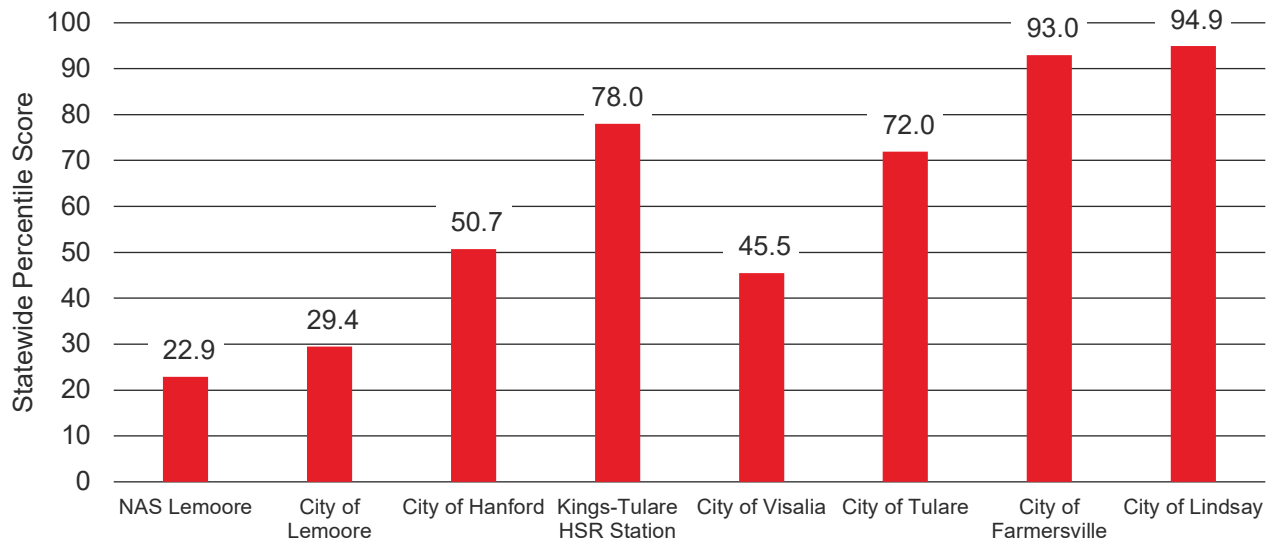
Source: CalEnviroScreen 4.0

Figure 32: Poverty Population Percentile Scores at Proposed CVC Phase 1 Stop Locations



Source: CalEnviroScreen 4.0

Figure 33: Linguistic Isolation Population Percentile Scores at Proposed CVC Phase 1 Stop Locations



Source: CalEnviroScreen 4.0

6.3 Summary of Findings

All of the proposed CVC Phase 1 stop locations have CalEnviroScreen 4.0 scores that are in the upper 60th or higher state percentiles. The cities of Visalia and Hanford have the highest number of SB-535 disadvantaged communities (DACs), while Lemoore is the only city to not have any designated DACs.

All of the proposed CVC Phase 1 stop locations have ozone concentrations that are in the upper 80th or higher state percentiles, with Farmersville and Lindsay scoring the highest at above the 90th percentiles each, indicating poor air qualities and high ozone exposure levels. Traffic percentile scores are highest in the City of Visalia, with scores in the 30th percentile; this indicates that poor air quality may not be attributed to local traffic congestion.

All locations except the Kings-Tulare High Speed Rail census tract have population poverty scores in the 60th or higher state percentiles, with Farmersville and Lindsay scoring the highest above 90th percentiles respectively. Farmersville has the largest limited English-speaking population at the 93rd percentile.

7. Future Growth

7.1 Purpose and Methodology

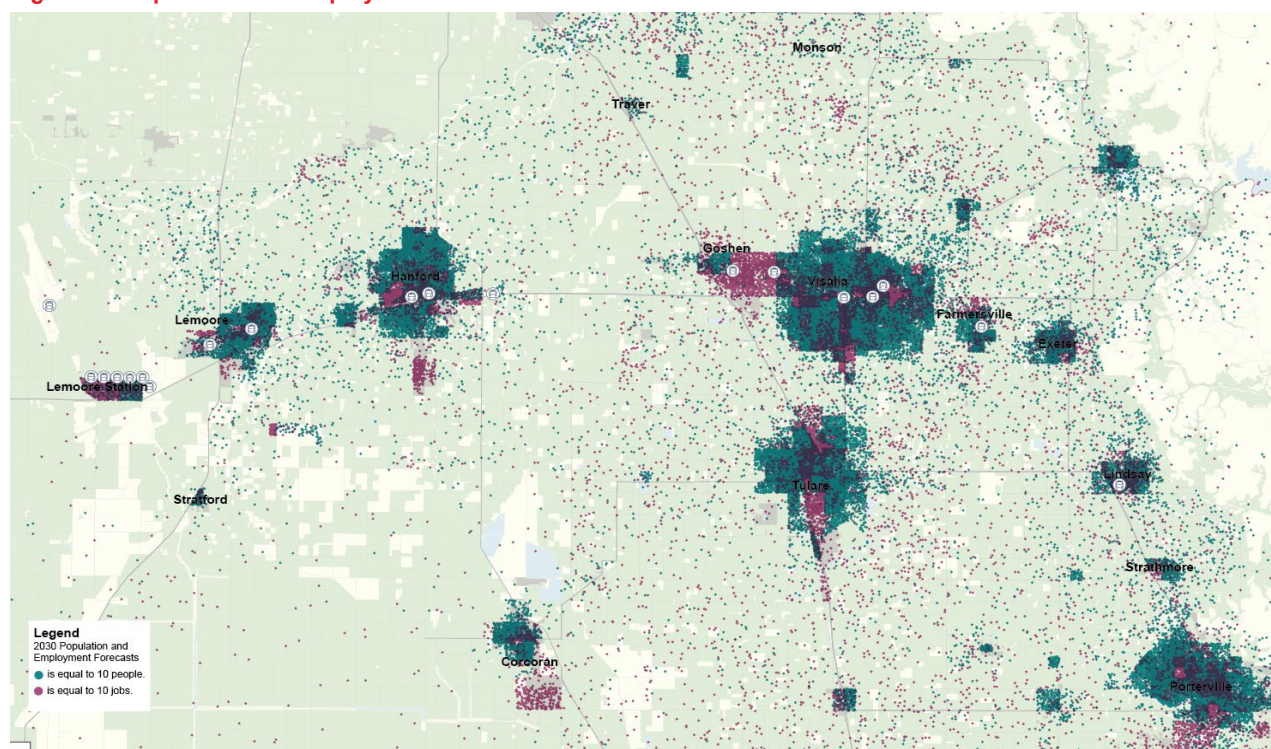
To better understand the future growth in Kings and Tulare counties, which has implications for the amount of ridership anticipated, the consultant team analyzed and reviewed TCAG and KCAG travel model inputs to better understand this rate of change.

TCAG and KCAG forecast and plan for employment and population growth in their counties by 2030. Travel demand model outputs include population, employment, and household projections for a 2046 forecast year. The consultant team interpolated a 2030 horizon year for population and employment using a linear growth rate between each model's baseline year and 2046.

7.2 Corridor Findings

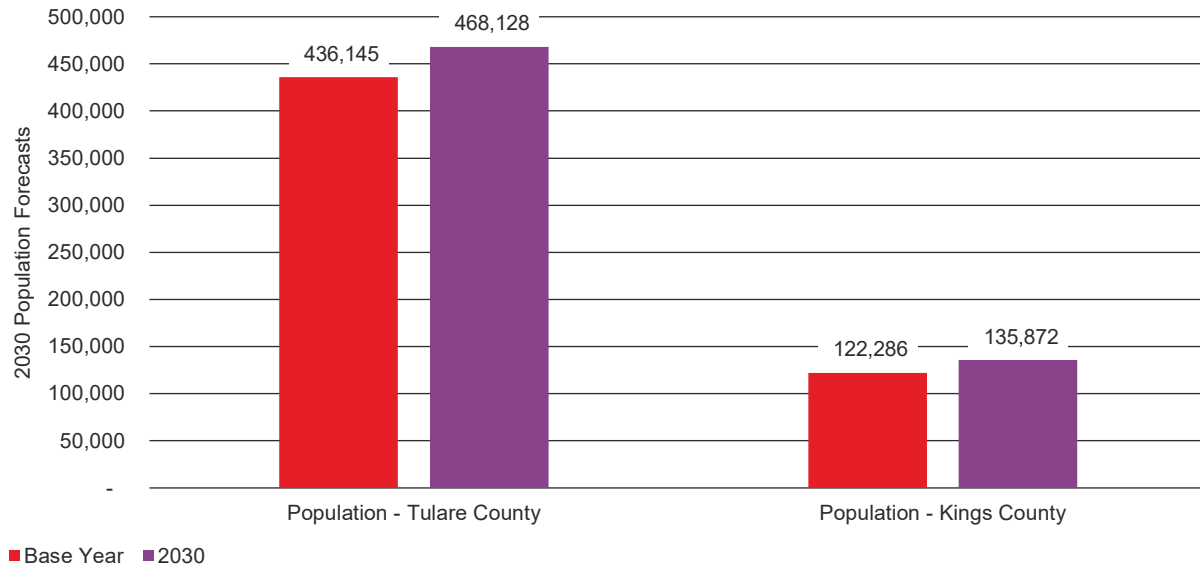
2030 population and employment forecasted growth is concentrated near proposed CVC Phase I stop locations. Kings County population is anticipated to grow by 13,500 by 2030, and employment is anticipated to grow by 5,100 by 2030. This represents an 11 percent increase for both population and employment in Kings County. Tulare County population is anticipated to grow by just under 32,000 people by 2030, and employment is anticipated to grow by 10,000 by 2030. This represents a 5 percent and 11 percent increase, respectively by 2030. Employment growth is accelerated for Tulare County compared to Kings County – notably with a higher proportion of growth in industrial areas on the Visalia/Goshen border.

Figure 34: Population and Employment 2030 Forecasts



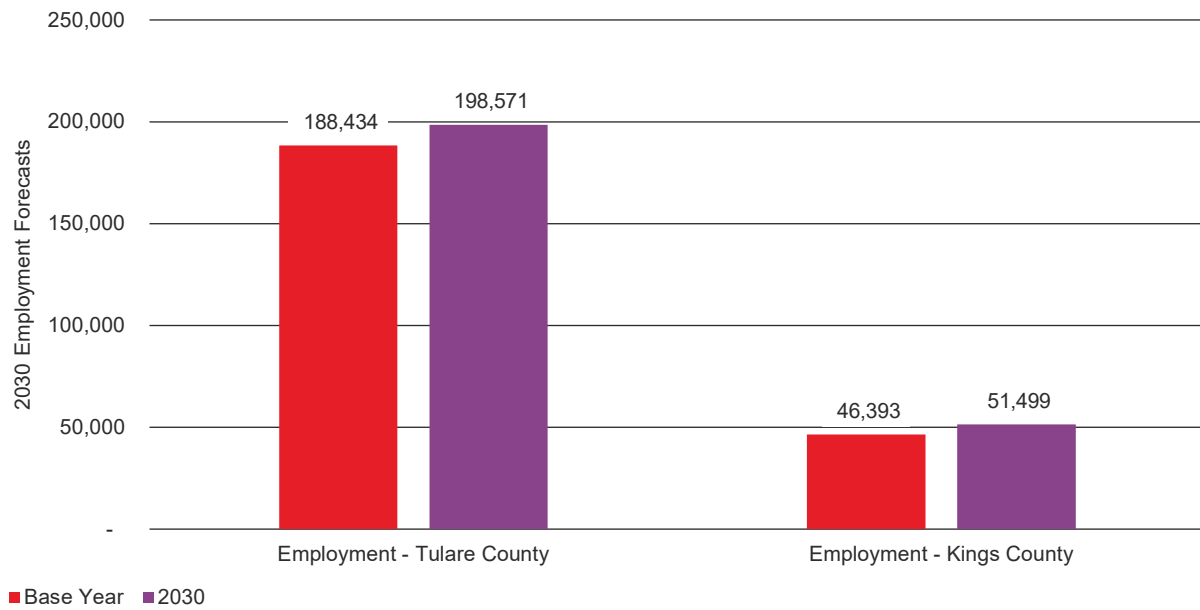
Source: KCAG and TCAG Travel Demand Model Inputs
Maps made by Arup

Figure 35: 2030 Population Forecasts for Tulare and Kings Counties



Source: KCAG and TCAG Travel Demand Model Inputs

Figure 36: 2030 Employment Forecasts for Tulare and Kings Counties



8. Land Use

8.1 Purpose and Methodology

This section summarizes the latest land use information for the proposed CVC Phase 1 stop locations. Findings will inform the potential CVC ridership market by outlining key residential and employment areas, as well as identifying opportunity areas for higher densities if served by high-frequency transit service.

Findings were informed by land use GIS files provided by jurisdictions within the proposed Cross Valley Corridor. Where not available, publicly available land use GIS files and jurisdiction general plan documents supplemented calculations.

8.2 Considerations by Jurisdiction

8.2.1 NAS Lemoore

There is limited public information available about existing and planned land uses within NAS Lemoore. Data from the U.S. Navy indicates that the existing land uses fall within six categories:

- Air operations
- Administrative uses
- Family housing
- Recreation
- Wildlife, and
- Agriculture.

About 75 percent of the total land area belonging to NAS Lemoore is leased out to local farmers for agriculture uses⁴. While NAS Lemoore is a federal entity, the *2035 Kings County General Plan* adopted in 2010 provides guidance on development within and surrounding the base. The immediate vicinity surrounding the base is within unincorporated Kings County and is designated by the county as Exclusive Agriculture. In 2011, the *NAS Lemoore Joint Land Use Study* established overlay zones to ensure development is compatible with military uses.

⁴ [Environmental Support \(navy.mil\)](https://www.navy.mil/EnvironmentalSupport)

Figure 37: NAS Lemoore Planned Land Uses



Source: 2035 Kings County General Plan (2010)
Maps made by Arup

8.2.3 City of Lemoore

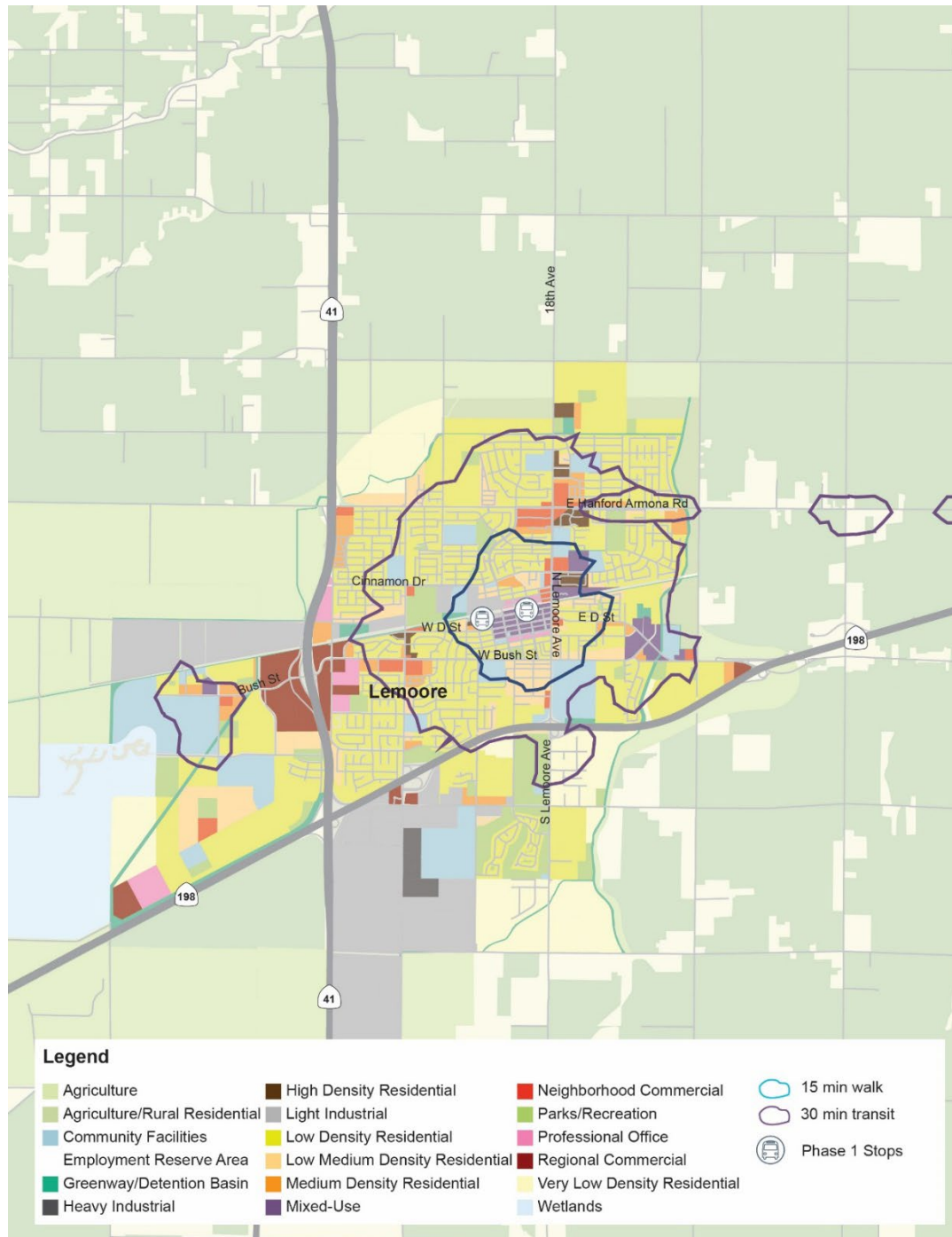
The *City of Lemoore 2030 General Plan* was adopted in 2008 with revisions in 2012. The predominant land uses within Lemoore are Agriculture, Low Density Residential, and Industrial. Both of the proposed CVC Phase 1 stops in Lemoore are surrounded by parcels designated as Mixed Use within the Downtown District, which permits a maximum residential density of 20 units per gross acre.

Table 11: City of Lemoore Land Use Designations

General Plan Designation	Total Acres	Percent of Planning Area Total
Agriculture	3,352	41%
Low Density Residential	1,111	13%
Industrial	715	9%
Wetlands	655	8%
Very Low Density Residential	515	6%
Business, Technology and Industrial Reserve	398	5%
Agriculture/Rural Residential	213	3%
Parks/Recreation	208	3%
Community Facilities	218	3%
Low-Medium Density Residential	200	2%
Commercial	170	2%
Greenway/Basin	198	2%
Medium Density Residential	74	1%
Mixed Use	118	1%
Neighborhood Commercial	48	1%
Professional Office	78	1%
High Density Residential	0	0%
Total:	8,270	100%

Source: Table 2.1, *City of Lemoore 2030 General Plan* (2012)

Figure 38: City of Lemoore Planned Land Uses



Source: *City of Lemoore 2030 General Plan* (2012)
Maps made by Arup

8.2.4 City of Hanford

The *City of Hanford 2035 General Plan* was adopted in 2017. The predominant land uses in Hanford are Low Density Residential, Heavy Industrial, and Medium Density Residential. Both proposed stops in Hanford are surrounded by parcels designated as Downtown Mixed Use, which permits up to 20 units per acre. The proposed Hanford Transit Center stop is also located within the boundaries of the *Hanford Downtown East Precise Plan* adopted in 2013.

Table 12: City of Hanford Land Use Designations

General Plan Designation	Total Acres	Percent of Planning Area Total
Low Density Residential	5,633	34%
Heavy Industrial	3,690	22%
Medium Density Residential	1,033	6%
Light Industrial	912	5%
Airport Protection	799	5%
Public Facilities	865	5%
Open Space	592	4%
Interest Area	601	4%
Corridor Mixed Use	514	3%
Educational Facilities	509	3%
Regional Commercial	380	2%
Service Commercial	282	2%
High Density Residential	219	1%
Highway Commercial	147	1%
Office Residential	114	1%
Office	120	1%
Downtown Mixed Use	123	1%
Neighborhood Commercial	74	0%
Neighborhood Mixed Use	75	0%
Total:	16,684	100%

Source: Table 3-2, *City of Hanford 2035 General Plan* (2017)

Legend

Agriculture	Conservation	Downtown Mixed Use	Phase 1 Stops
Highway Commercial	Heavy Industrial	Neighborhood Mixed Use	15 min walk
Neighborhood Commercial	Light Industrial	Office	30 min transit
Regional Commercial	Low Density Residential	Public Facilities	
Service Commercial	Corridor Mixed Use	High Density Residential	

8.2.5 Kings-Tulare High Speed Rail Station

Tulare County Association of Governments
| June 10, 2024 | Arup US Inc.

Picture 10: Kings-Tulare Station Existing Land Use

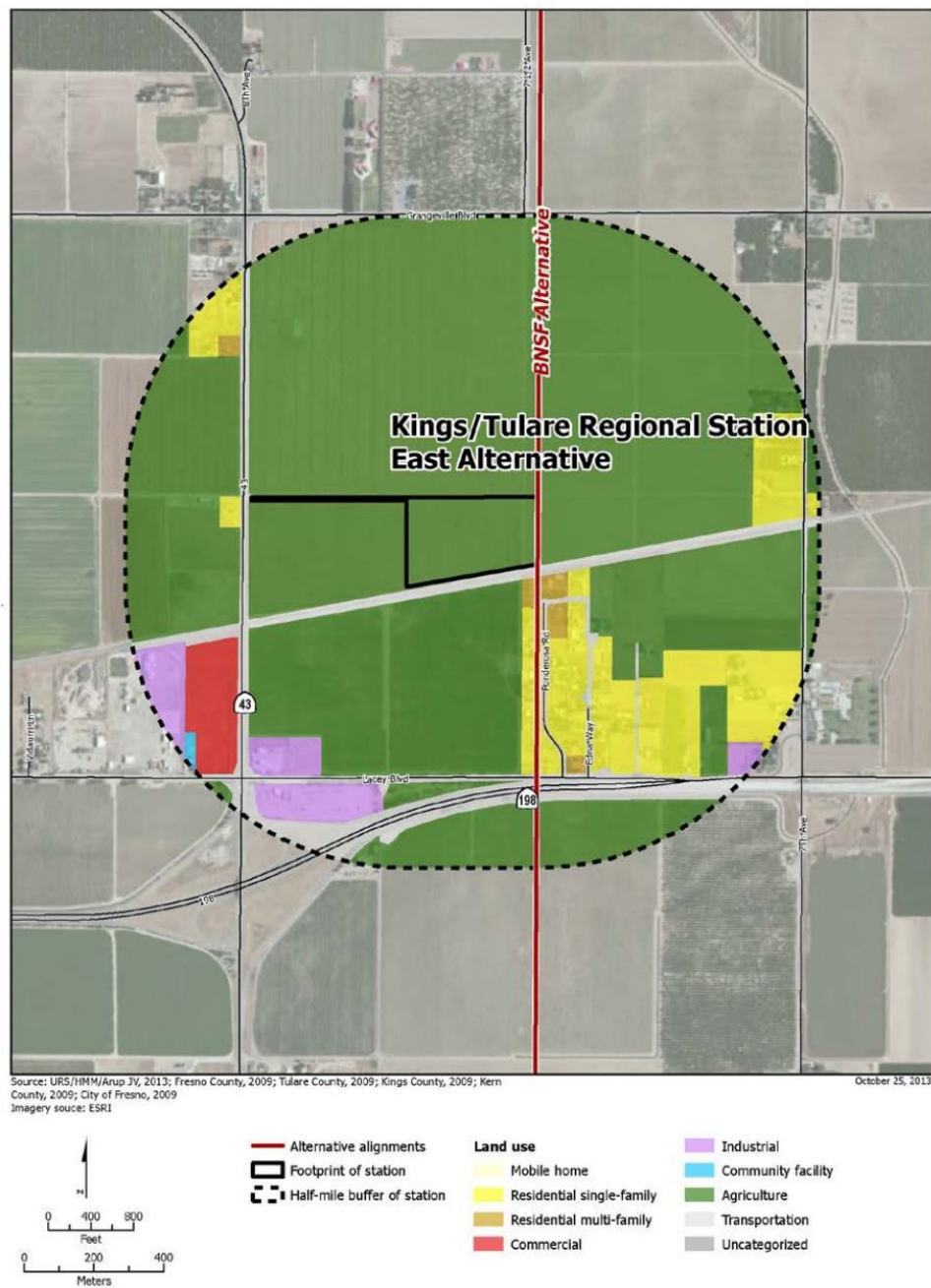


Image Source: Figure 3.13-3, *Fresno to Bakersfield Section California HSR Project Final EIR/EIS* (2022)
 Map produced by the California High Speed Rail Authority

8.2.6 City of Visalia

The *City of Visalia General Plan* was adopted in 2014. The predominant land uses in Visalia are Agriculture, Residential Low Density, and Industrial. The four stops proposed for Visalia are surrounded by a variety of land uses: Industrial, Low Density Residential, and Downtown Mixed Use. The two stops in Downtown Visalia are surrounded by parcels with the highest permitted residential densities, Downtown Mixed Use, which permits a minimum of 20 units per acre and a maximum floor-area ratio of 5.0.

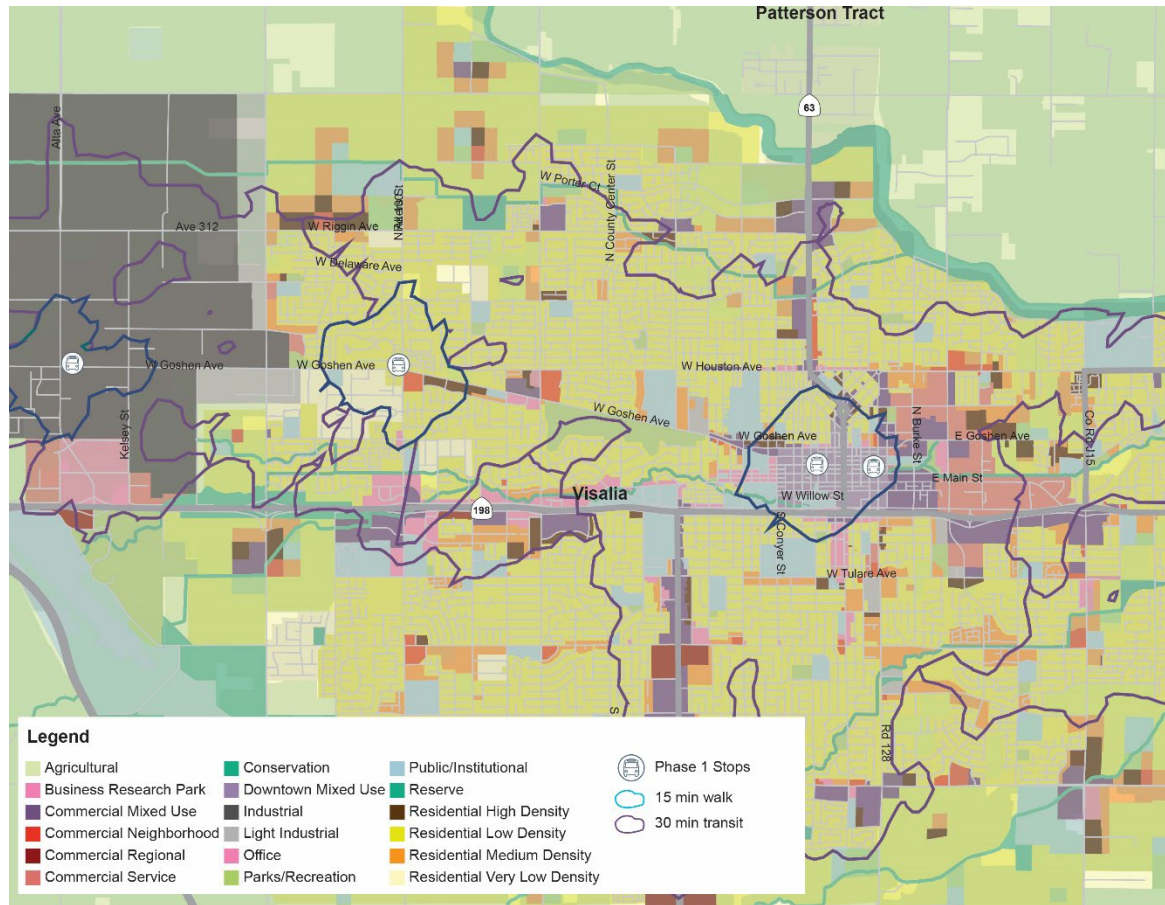
Table 13: City of Visalia Land Use Designations

General Plan Designation	Total Acres	Percent of Planning Area Total
Agricultural	31,991.2	48.9%
Low Density Residential	15,363.8	23.5%
Industrial	3,859.0	5.9%
Public/Institutional	2,618.2	4.0%
Parks/Recreation	1,665.2	2.5%
Conservation	1,541.2	2.4%
Medium Density Residential	1,554.1	2.4%
Very Low Density Residential	1,413.1	2.2%
Commercial Mixed Use	1,189.4	1.8%
Reserve	1,059.6	1.6%
Commercial Regional	560.7	0.9%
Commercial Service	554.9	0.8%
High Density Residential	541.9	0.8%
Office	474.8	0.7%
Light Industrial	392.3	0.6%
Downtown Mixed Use	230.4	0.4%
Commercial Neighborhood	226.6	0.3%
Business Research Park	160.6	0.2%
Total	65,397.2	100.0%

Source: *City of Visalia General Plan* (2014)

Note: Goshen is not included in the above calculations.

Figure 40: City of Visalia Planned Land Uses



Source: *City of Visalia General Plan* (2014)
Maps made by Arup

8.2.7 City of Tulare

The *City of Tulare General Plan* was adopted in 2014. The predominant land uses in Tulare are Low Density Residential, Public/Quasi-Public, and Village. The proposed Tulare stop location for the off-line service is in Tulare's Central Business District, which permits a maximum residential density of 29 units per acre. The proposed Tulare stop location is also within the Downtown Plan Area of the city's 2013 *Transit-Oriented Development Plan*.

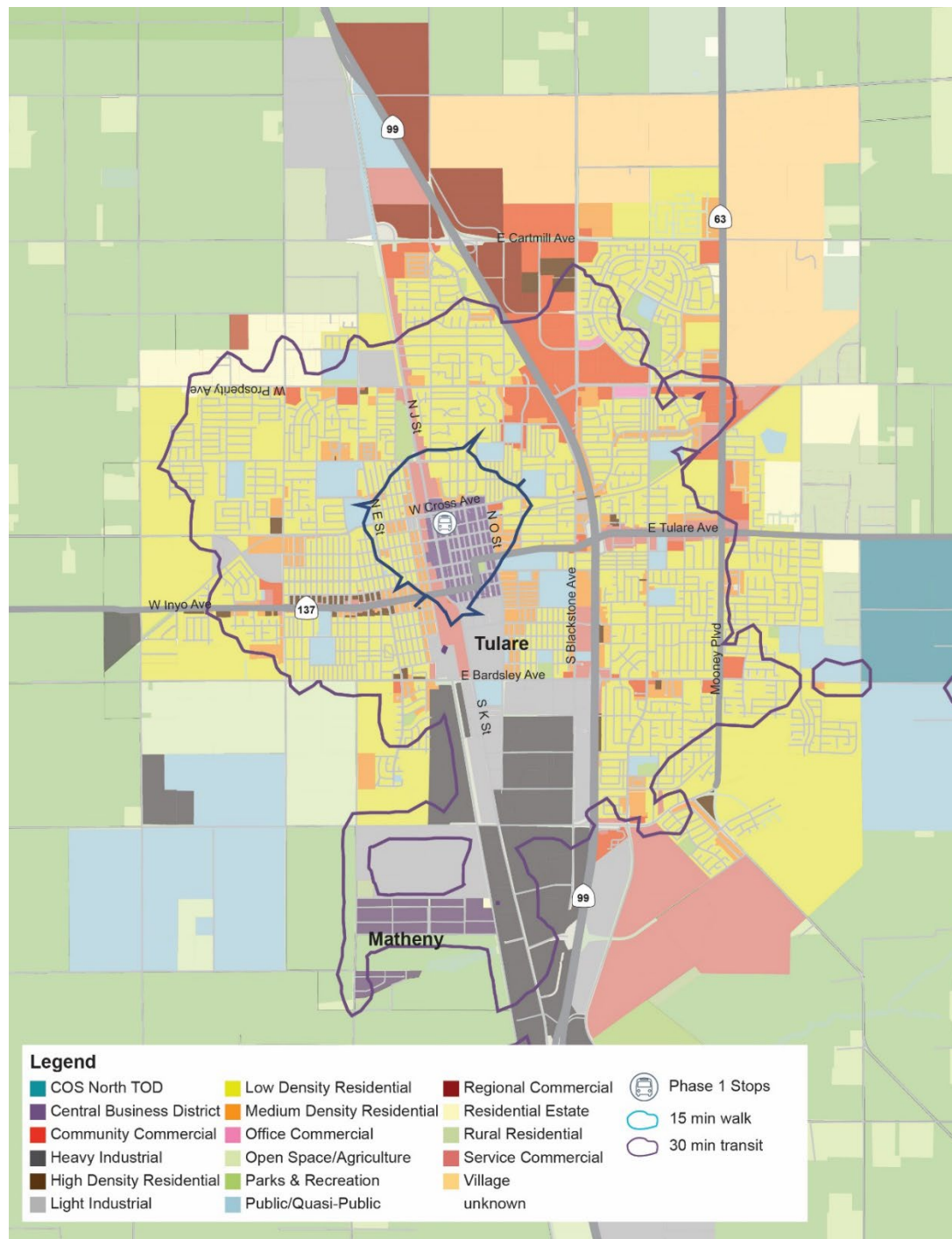
Table 14: City of Tulare Land Use Designations

General Plan Designation	Total Acres	Percent of Planning Area Total
Low Density Residential	5,105.2	27.7%
Public/Quasi-Public	2,319.2	12.6%
Village	1,735.7	9.4%
Light Industrial	1,587.7	8.6%
Heavy Industrial	1,290.2	7.0%
Open Space/Agriculture	1,201.7	6.5%

General Plan Designation	Total Acres	Percent of Planning Area Total
Service Commercial	1,089.9	5.9%
Rural Residential	821.2	4.5%
Community Commercial	651.9	3.5%
Medium Density Residential	627.7	3.4%
Residential Estate	529.8	2.9%
Regional Commercial	503.2	2.7%
COS North TOD	454.5	2.5%
Parks & Recreation	276.9	1.5%
Central Business District	127.3	0.7%
Central Business District	127.3	0.7%
High Density Residential	102.4	0.6%
Office Commercial	16.2	0.1%
Total:	18,440.6	100.0%

Source: *City of Tulare General Plan* (2014)

Figure 41: City of Tulare Planned Land Uses



Source: *City of Tulare General Plan (2014)*
 Maps made by Arup

8.2.8 City of Farmersville

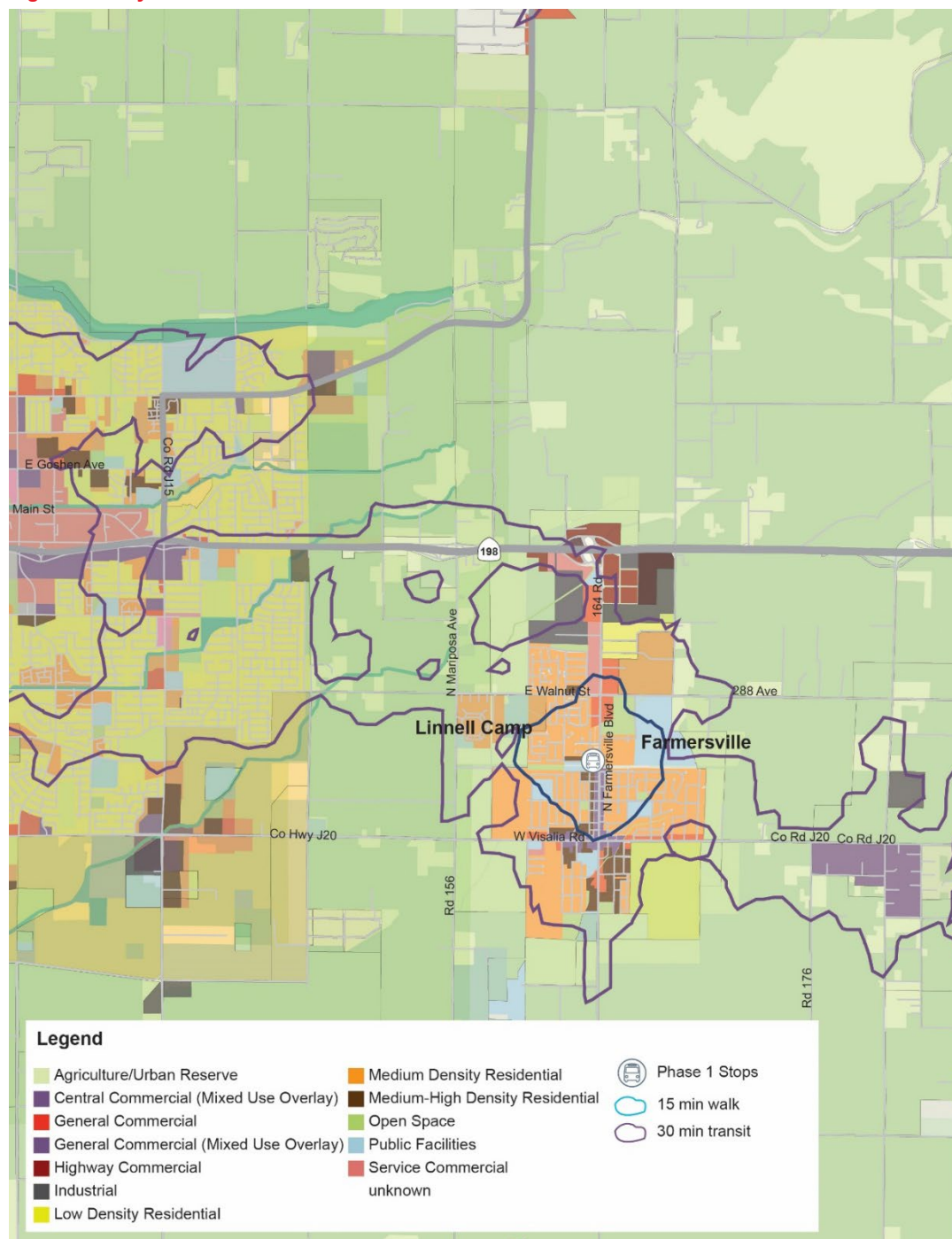
The *City of Farmersville 2025 General Plan* was adopted in 2002. The predominant land uses in Farmersville are Agriculture/Urban Reserve, Medium Density Residential, and Public Facilities. The proposed Farmersville stop location would be surrounded by parcels designated as Medium Density Residential and Medium-High Density Residential, which would permit a maximum residential density of 15 units and 20 units per acre respectively. Since the adoption of the 2018 *Cross Valley Corridor Plan*, the city began drafting the Downtown Farmersville Specific Plan. If adopted, the proposed Farmersville stop would be located within the specific plan boundaries. No updates on the status of the plan since 2022 were identified.

Table 15: City of Farmersville Land Use Designations

General Plan Designation	Total Acres	Percent of Planning Area Total
Agriculture/Urban Reserve	1,228.6	24.6%
Medium Density Residential	755.0	15.1%
Public Facilities	396.3	7.9%
Industrial	184.1	3.7%
Open Space	79.9	1.6%
Medium-High Density Residential	74.0	1.5%
General Commercial	77.3	1.5%
Service Commercial	54.9	1.1%
Highway Commercial	48.2	1.0%
Low Density Residential	48.3	1.0%
General Commercial	20.2	0.4%
Central Commercial	14.3	0.3%
Total:	4,992.8	100.0%

Source: *City of Farmersville 2025 General Plan* (2002)

Figure 42: City of Farmersville Planned Land Uses



Source: *City of Farmersville 2025 General Plan (2002)*
 Maps made by Arup

8.2.9 City of Lindsay

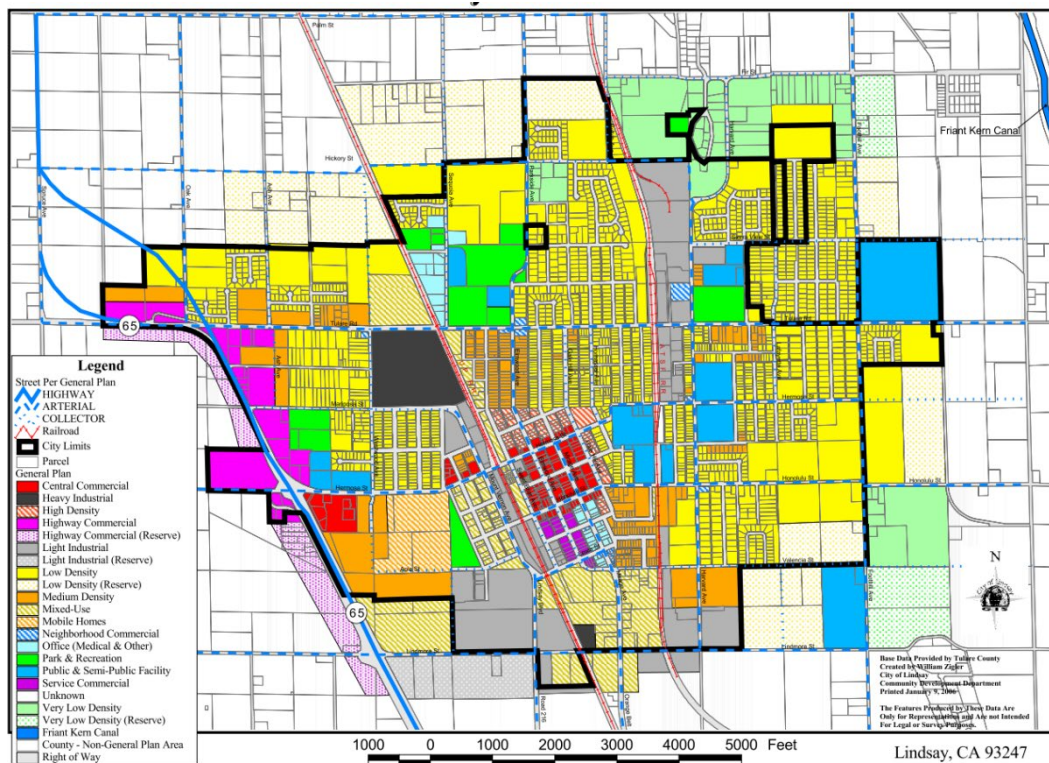
The *City of Lindsay General Plan* was adopted in 1989. The predominant land use in Lindsay is Low Density Residential. The proposed Lindsay stop location is surrounded by parcels designated as Central Commercial.

Table 16: City of Lindsay Land Use Designations

General Plan Designation	Total Acres	Percent of Planning Area Total
Very Low Density Residential	59.4	4.7%
Low Density Residential	412.4	32.5%
Medium Density and High Density Residential	42.3	3.3%
Office	15.6	1.2%
Retail Commercial	25.0	2.0%
Highway Commercial	5.2	0.4%
Service Commercial	34.8	2.7%
Light Industrial	72.2	5.7%
Heavy Industrial	39.0	3.1%
Parks and Recreation	36.0	2.8%
Schools	83.1	6.5%
Other public	80.1	6.3%
Vacant land	130.1	10.2%
Vacant buildings	1.9	0.2%
Total:	1,270.3	100.0%

Source: *City of Lindsay General Plan* (1985)

Picture 11: City of Lindsay Planned Land Uses



Source: *City of Lindsay General Plan* (1989)

Map excerpt taken from the *City of Lindsay General Plan*, in lieu of publicly available GIS data

8.3 Opportunity Areas

Increased building height limits, floor-area ratios, and updates to local zoning code can support increased development that is compatible with high quality transit service serving the corridor. Updates to the city and county general plan could support increased residential and employment density and identify key priorities with local stakeholders. Most of the general plans reviewed within the proposed Phase 1 Cross Valley Corridor locations have not been updated since the early 2000s. In lieu of a general plan update, corridor- or neighborhood-focused specific plans can also incentivize development in areas surrounding stop locations. Finally, cities should use the finalized Phase 1 stop locations to identify underutilized parcels within the stop vicinity that can accommodate increased densities. Parcels may be identified as part of developing updated general or specific plans as well through housing element site inventories.

9. Existing Transit Service Evaluation

As previously mentioned, multiple transit systems already operate bus services in the CVC. Evaluating these systems provides valuable insight regarding existing transit operations and ridership in the study area. Findings from the following existing transit service evaluation will be used to inform service design for the CVC Phase 1 Bus Service to ensure the operating plans are reasonable and lead to productive and efficient service that is attractive to potential riders.

9.1 Systems Overview

The main bus systems within the CVC are summarized in Table 17 and described further below. The specific fixed route services which operate within the CVC are summarized in Table 18. Key fixed routes are mapped in Figure 44 as well. The existing routes are considered in two categories: (1) those that provide service along the corridor (i.e., primary purpose of the routes is to connect communities directly along the CVC), and (2) those

Table 17: Overview of Existing Bus Services in the Cross Valley Corridor

Agency	Service Area	Number of Fixed Routes	Fleet Size	One-Way Fare	FY 2021-22 Ridership
Tulare County Regional Transit Authority (TCRTA) ¹	Tulare County Dinuba Porterville	26	Fixed Route: 62 Paratransit: 14 Microtransit: 23	\$2.00	654,503
Kings Area Rural Transit (KART)	Kings County Hanford	14	Fixed Route: 24 Paratransit: 10 Microtransit: 2 Flex Route: 1	Local: \$1.25 Intercity: \$1.75	490,225
Visalia Transit	Visalia	13	Fixed Route: 49 Paratransit: 11 Commuter: 5	\$1.75	528,592
Fresno County Rural Transit Agency (FCRTA) – Coalinga and Huron Transit ²	Coalinga Huron Fresno	3	Fixed Route: 2 Paratransit: 3	Local: \$0.50 - \$0.75 Intercity: \$2.00-\$6.75	15,839
Amtrak San Joaquins Thruway Bus Service ^{3,4}	Visalia to Santa Maria, With Stop in Hanford	1	Fixed Route: 1	Hanford to Visalia: \$10.00 Santa Maria to Visalia: \$42.00	3,086

Note 1: TCRTA recently consolidated Dinuba Area Regional Transit (DART), Porterville Transit, Tulare County Area Transit (TCAT), Tulare Intermodal Express (TIME), and the Woodlake Dial-a-Ride services. In FY 2022-23 all services were operated under one contractor.

Note 2: The Cities of Coalinga and Huron have inter-agency service agreements with FCRTA to operate general public transportation within the respective Cities.

Note 3: Amtrak San Joaquins operates multiple Thruway Bus routes. The Thruway Route 18 bus is the only route serving Kings and Tulare Counties.

Note 4: Amtrak San Joaquins ridership represents only Thruway Route 18 boardings within Kings and Tulare Counties.

Note 4: Note that pandemic responses significantly impacted ridership; as an example, Visalia Transit is carrying about one-third of its 2018 ridership.

that provide connecting services that feed into the CVC. Note that while KART Route 12 and TCRTA Route C90 both provide incidental connections between CVC communities, these two services largely serve to provide connections into the corridor and are thus included in the latter category. The overview presented in this section is broad in scope; later sections will present a more detailed analysis of the existing intercity fixed routes in the CVC.

9.1.1 Tulare County Regional Transit Authority

The Tulare County Regional Transit Authority (TCRTA) is a Joint Powers Agency (JPA) comprised of the County of Tulare, the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the Tule River Tribe. TCRTA was formed in August 2020 through the consolidation of multiple local service providers; TCRTA assumed transit management responsibilities from the Cities of Dinuba, Tulare, and Woodlake in Fiscal Year (FY) 2021-22, and from the City of Porterville and County of Tulare in FY 2022-23.

In all, TCRTA now provides services throughout a large portion of Tulare County, operating twenty-six fixed routes, five ADA paratransit zones, one general public dial-a-ride service, and one on-demand microtransit service. Weekday fixed route service is generally between 6:00 AM and 8:00 PM, and weekend fixed route service is generally between 9:00 AM and 6:00 PM. TCRTA passengers are able to transfer to KART and Visalia Transit. TCRTA Route C40 (Visalia – Porterville) is further analyzed in subsequent sections of this study, as it provides intercity bus services to the CVC.

9.1.2 Kings Area Rural Transit

Kings Area Regional Transit (KART) is the largest public transit operator in Kings County, operating fourteen fixed routes, one flex route, two ADA paratransit zones, and one on-demand microtransit service. KART also partners with Enterprise to provide a vanpool service for local workers. KART's fixed route service consists of eight local Hanford Routes, one intercity route between Hanford and Lemoore, and five out-of-town routes that travel to Visalia, Fresno, Avenal, Corcoran, and Laton. Weekday fixed route service is generally between 6:00 AM and 7:00 PM, and Saturday service is generally between 9:30 AM and 5:00 PM. KART passengers can transfer to TCRTA, Corcoran Area Transit (CAT), Visalia Transit, the Fresno County Rural Transit Agency, and the Fresno Area Express. KART Routes 15 and 20 both provide intercity bus services between CVC communities, therefore both routes are further analyzed in later sections of this report.

9.1.3 Visalia Transit

Visalia Transit operates thirteen fixed routes, ADA paratransit, and general public dial-a-ride service within a service area encompassing the Cities of Visalia, Farmersville, Exeter, and Goshen. Visalia Transit also jointly operates Route 11x (the Visalia Express) with TCRTA between the Cities of Visalia and Tulare. Weekday fixed route service is generally provided between 6:00 AM and 9:00 PM, while weekend service is provided primarily between 9:00 AM and 7:00 PM. Visalia Transit provides transfer opportunities to TCRTA and KART. Three routes (Routes 9, 12 and 15) provide intercity service to other communities along the rail corridor and are therefore further analyzed in subsequent sections of this report.

9.1.4 Fresno County Rural Transit Agency – Coalinga and Huron Transit

The Fresno County Rural Transit Agency (FCRTA) operates twenty-five individual services that provide both intra- and intercity transit services throughout rural Fresno County, which lies to the north of Tulare and Kings Counties. Two FCRTA subsystems, Coalinga Transit and Huron Transit, provide bus service either intra- or intercity services to the City of Huron. As Huron is located at the far western end of the proposed Cross Valley Rail, both Coalinga and Huron Transit are therefore considered to operate partially within the CVC.

Coalinga Transit consists of an intercity fixed route and a general public dial-a-ride service. The Coalinga intercity fixed route operates one round-trip daily, Monday through Saturday, from Coalinga to the City of Fresno via Huron. Huron Transit also consists of an intercity fixed route and a general public dial-a-ride service. The Huron fixed route provides three roundtrips between Huron and Coalinga daily. The fixed route operates Monday through Friday between 9:00 AM and 5:00 PM. Coalinga and Huron residents can transfer to other local Fresno County services via the Coalinga intercity route. The Coalinga intercity route also allows for other transfer opportunities in Fresno, including to the Fresno Area Express, KART, and Amtrak San Joaquins.

9.1.5 Amtrak San Joaquins Service

Amtrak operates passenger rail service from Bakersfield, through the Central Valley to the East Bay. This essential service connects the Central Valley to California, serving communities including Fresno, Stockton, and Sacramento.

In addition to the rail service, Amtrak San Joaquins offers an extensive Thruway Bus service. Thruway Route 18 serves the CVC, routed from Santa Maria to Visalia via Hanford. The Thruway Route 18 bus completes one roundtrip daily. The westward bound bus departs Visalia at 1:00 PM and then Hanford at 1:30 PM. The eastbound bus arrives in Hanford at 12:10 PM and in Visalia at 12:30 PM. Thruway Route 18 passengers can transfer at the Hanford station to a southbound train at 12:24 PM and a northbound train at 1:39 PM.

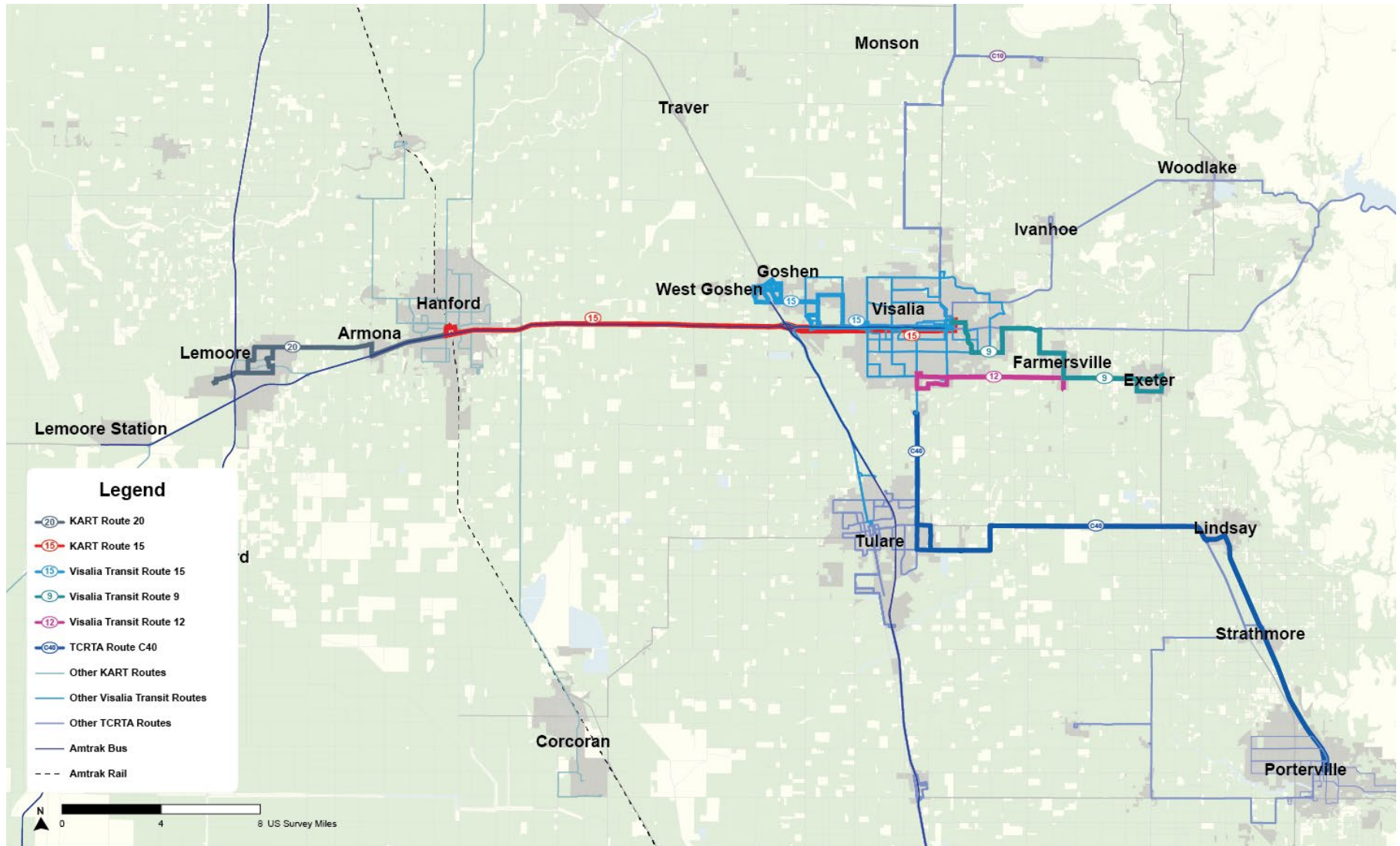
Table 18: Overview of Existing Bus Routes in the Cross Valley Corridor

Route			Service Corridor	Span of Service			Frequency of Service			Peak Vehicles in Operation
				Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	
Key Services Along the CVC	KART	15	Hanford - Visalia	7:15 AM - 5:40 PM	--	--	3 Round Trips/Day	--	--	1
		20	Hanford - Lemoore	6:05 AM - 7:15 PM	9:35 AM - 4:30 PM	--	30 Min.	30 Min.	--	3
	TCRTA	C40	Visalia - Tulare - Lindsay - Porterville	5:25 AM - 7:53 PM	9:45 AM - 6:40 PM	9:45 AM - 6:40 PM	65 Min.	4 Round Trips/Day	4 Round Trips/Day	1
	Visalia Transit	9	Visalia - Farmersville - Exeter	6:00 AM - 8:47 PM	8:37 AM - 6:17 PM	8:37 AM - 6:17 PM	45 Min.	90 Min.	90 Min.	2
		12	Visalia - Farmersville	6:00 AM - 9:37 PM	7:57 AM - 6:37 PM	7:57 AM - 6:37 PM	60 Min.	60 Min.	60 Min.	1
		15	Visalia - Goshen	6:00 AM - 10:20 PM	7:30 AM - 6:35 PM	7:30 AM - 6:35 PM	45 Min.	45 Min.	45 Min.	2
Other Services Connecting to the CVC	Amtrak	Thruway 18	Santa Maria - Visalia	8:45 AM - 5:00 PM	8:45 AM - 5:00 PM	8:45 AM - 5:00 PM	1 Round Trip/Day	1 Round Trip/Day	1 Round Trip/Day	1
	KART	12	Hanford-Lemoore-Avenal ²	6:15AM - 7:10 PM	8:45 AM - 4:50 PM	--	5 Round Trips/Day	2 Round Trips/Day	--	2
		13	Hanford-Corcoran	6:40 AM - 5:10 PM	--	--	3 Round Trips/Day	--	--	1
		14	Hanford-Laton	8:40 AM - 3:20 PM	--	--	2 Round Trips/Day	--	--	1
		17 ¹	Hanford-Fresno	9:00 AM - 4:00 PM	--	--	2 Round Trips/Day	--	--	1
		Hanford Local Routes	Hanford	6:30 AM - 7:30 PM	9:30 AM - 5:30 PM	--	60 Min.	60 Min.	--	10
	TCRTA	C10	Visalia - Dinuba	6:15 AM - 7:05 PM	10:25 AM - 5:47 PM	10:25 AM - 5:47 PM	60 Min.	60 Min.	4 Round Trips/Day	2
		C30	Visalia - Ivanhoe - Woodlake - Lemon Cove	5:15 AM - 8:15 PM	8:50 AM - 6:00 PM	8:50 AM - 6:00 PM	35 Min.	60 - 120 Min.	60 - 120 Min.	2
		C90	Lindsay - Porterville	6:20 AM - 6:30 PM	--	--	4 Round Trips/Day	--	--	1
		11x ²	Visalia - Tulare	6:30 AM - 9:30 PM	8:30 AM - 6:30 PM	8:30 AM - 6:30 PM	30 Min.	30 Min.	30 Min.	2
		Porterville Local Routes	Porterville	7:00 AM - 7:37 PM	7:00 AM - 7:37 PM	8:00 AM - 5:37 PM	30 - 40 Min.	30 - 40 Min.	30 - 40 Min.	6
	Visalia Transit	Other Visalia Transit Routes	Visalia	6:00 AM - 10:00 PM	7:00 AM - 7:00 PM	7:00 AM - 7:00 PM	15 - 60 Min.	30 Min. - 90 Min.	30 Min. - 90 Min.	18
	FCRTA	Coalinga Transit	Coalinga - Huron - Fresno	8:00 AM - 5:45 PM	8:00 AM - 5:45 PM	--	1 Round Trip/Day	1 Round Trip/Day	--	1
		Huron Transit	Coalinga - Huron	9:00 AM - 5:04 PM	--	--	3 Round Trips/Day	--	--	1

Note 1: KART Route 17 operates on only Mondays and Wednesdays.

Note 2: TCRTA Route 11x is jointly operated by TCRTA and Visalia Transit

Figure 43: Map of Existing Cross Valley Corridor Bus Services



Note: Not all KART, Visalia Transit, and TCRTA routes are shown. Focused routes, include KART Route 20 and 15, Visalia Transit Route 9, 12, and 15, and TCRTA Route 40 were the focus of this analysis and are shown in bold.

9.2 Existing Service Evaluation

The following evaluation focuses specifically on the existing intercity fixed routes serving the CVC study area more than once per day. These include the following routes: KART Routes 15 (Hanford-Visalia) and 20 (Hanford-Lemoore), TCRTA Route C40 (Southeast County), and Visalia Transit Routes 9 (Visalia – Farmersville – Exeter), 12 (Visalia – Farmersville), and 15 (Visalia – Goshen).

9.2.1 Passenger Characteristics

Previous onboard surveys conducted on KART, TCAT (now TCRTA), and Visalia Transit services generated data regarding typical passenger characteristics. Key findings from these survey efforts are summarized in Table 19. All three survey efforts found the majority of passengers on each of the respective services are likely transit reliant; nearly 90 percent of TCAT passengers and 80 percent of KART and Visalia Transit passengers reported they did not have access to a functioning vehicle, and two-thirds of KART passengers reported they did not have their driver's license. Additionally, 90 percent of TCAT and 38 percent of Visalia Transit passengers reported living in households with annual incomes of \$24,999 or less, which is far below the median household income in California.⁵ KART, TCAT, and Visalia Transit passengers reported riding the bus for a variety of different reasons, with the top trip purposes cited being work, shopping, and medical appointments.

The TCAT survey in particular asked passengers what other transit systems they connect to via TCAT. These results are summarized in Figure 45. The top answer was Visalia Transit (37 percent of all surveyed passengers), followed by Porterville Transit and the Tulare Intermodal Express, both of which are now operated by TCRTA.

Table 19: Typical Characteristics of Existing CVC Transit Passengers

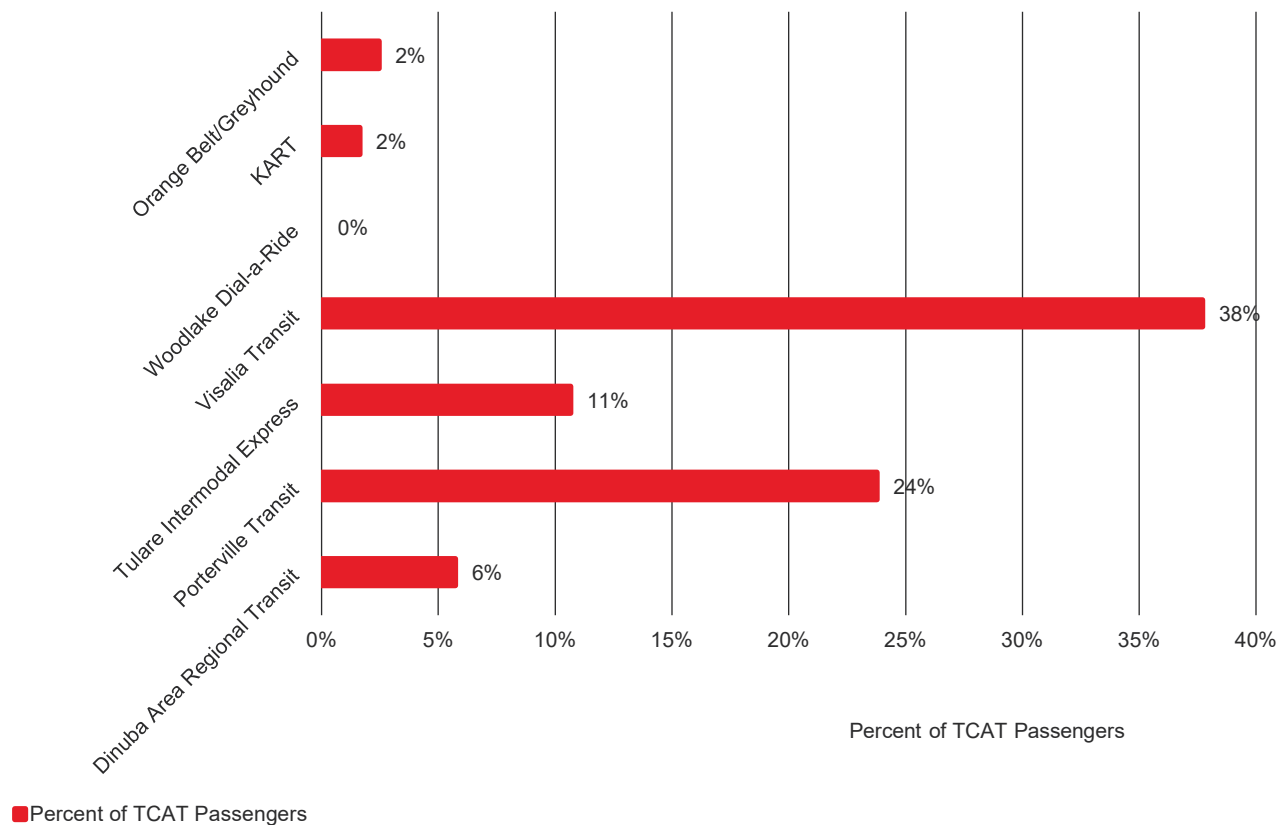
Characteristic		Agency		
		KART	TCAT ¹	Visalia Transit
Annual Household Income	\$25,000 or More	--	12%	62%
	\$24,999 or Less	--	88%	38%
Driver's License Status	Licensed	34%	--	--
	No License	66%	--	--
Automobile Access	Yes	21%	11%	21%
	No	79%	89%	79%
Trip Purpose	Work	23%	19%	26%
	Shopping	28%	19%	19%
	School / College	4%	19%	16%
	Medical	12%	18%	20%
	Social	3%	11%	13%
	Other	30%	14%	6%

Note 1: TCRTA recently consolidated Dinuba Area Regional Transit (DART), Porterville Transit, Tulare County Area Transit (TCAT), Tulare Intermodal Express (TIME), and the Woodlake Dial-a-Ride services. In FY 2022-23 all services were operated under one contractor.

Sources: Kings County Transit Development Plan (2021), Tulare County Area Transit 2015-2020 Transit Development Plan (2015), Visalia Transit Short Range Transit Plan (2022).

⁵ US Census Bureau. (2021). *QuickFacts: California*. US Census Bureau. <https://www.census.gov/quickfacts/fact/table/CA/BZA210221>

Figure 44: Transit Connections Made by TCAT Passengers



Note 1: TCRTA recently consolidated Dinuba Area Regional Transit (DART), Porterville Transit, Tulare County Area Transit (TCAT), Tulare Intermodal Express (TIME), and the Woodlake Dial-a-Ride services. In FY 2022-23 all services were operated under one contractor.
Source: Tulare County Area Transit 2015-2020 Transit Development Plan (2015).

9.2.2 Existing Transit Service Quality

Whether or not someone chooses to use transit often relates to how the person perceives the service quality. One of the top service characteristics which influences bus ridership is the span of service, or the hours a specific bus is available. Table 20 details the span of service and service frequency for the six existing CVC intercity fixed routes.

Overall, the intercity routes are all available weekdays from 6:00 AM to 7:00 PM, with some operating more extended hours. All of the routes but KART Route 15 are also available on Saturdays, generally between 8:00 AM and 6:00 PM. TCRTA and Visalia Transit operate on Sundays as well. KART Route 20 and Visalia Transit Routes 9 and 15 operate on 30-to-45-minute frequencies, while the other three routes operate on frequencies of 60-minutes or longer. KART Route 15 does not operate continuously throughout the day, rather it provides a limited number of roundtrips each day.

Other important service quality factors include travel time and transfer requirements. Table 21 reviews current travel times between the proposed Cross Valley Rail station locations using existing bus services. This analysis assumes passengers could use other services in addition to the six key routes to complete their trip. Travel times to NAS Lemoore were not calculated due to there being no existing services to the base.

Based on the travel matrix shown, the average travel time between the various destinations is more than three hours. The travel time obviously varies depending on the proximity of each of the proposed station locations; for instance, it takes only 18 minutes to travel from Farmersville to Exeter on the bus, but it takes more than nine

hours to travel from Huron to Porterville (via Fresno) The only trips with service frequencies of 60-minutes or less are the trips which require only one bus to complete (i.e., no transfers).

As shown, 23 percent of trips can be completed with only one bus service. Another 21 percent require one transfer (as indicated by the letter “T”), resulting in longer travel times. The remaining 56 percent of the trips require two to four transfers to complete via existing bus services. In all, the travel time analysis shown in Table 21 suggests many residents are likely hindered from using existing transit services to travel between the CVC communities due to the long travel times and infrequent service options. The high number of transfers required to complete longer trips also likely deters riders due to the uncertainty associated with making transfers.

These findings are supported by comparing the transit travel times shown in Table 21 to the typical auto travel times for the same trips. This comparison is shown in Table 22. As evidenced in the table, some of the transit travel times are relatively comparable to the corresponding auto travel time, such as for trips between Visalia and Farmersville or between Porterville and Lindsay. In other cases, however, completing the trip using existing transit services takes much longer than completing the trip by car, such as between Huron and Lemoore. A standard often used in transit planning is to strive to provide transit service that requires no more than 2 to 3 times the auto travel time. Using this as a guide, existing bus services provide a marginally acceptable alternative to cars in the key corridor between Hanford, Visalia, and Lindsay.

Table 20: Span of Service of Existing CVC Intercity Fixed Routes

							Service Frequency	
							Less than 60 Min.	60 Min. or More
Time of Day		KART		TCRTA	Visalia Transit			
		15	20	C40	9	12	15	
		Hanford-Visalia	Hanford-Lemoore	Visalia - Porterville	Visalia - Farmersville - Exeter	Visalia - Farmersville	Visalia - Goshen	
Weekday	5:00 AM							
	6:00 AM							
	7:00 AM							
	8:00 AM							
	9:00 AM							
	10:00 AM							
	11:00 AM							
	12:00 PM							
	1:00 PM							
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	11:00 PM							
Saturday	7:00 AM							
	8:00 AM							
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	1:00 PM							
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	6:00 PM							
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Sunday	7:00 AM							
	8:00 AM							
	9:00 AM							
	10:00 AM							
	11:00 AM							
	12:00 PM							
	1:00 PM							
	2:00 PM							
	3:00 PM							
	4:00 PM							
	5:00 PM							
	6:00 PM							
	7:00 PM							

Sources: KART, TCRTA, and VT published schedules.

Table 21: Cross Valley Corridor Existing Transit Service Quality

Weekday Travel Times, Frequency, and Transfers

Service Frequency									
Travel Time in Minutes		30 Min. or Less	31 - 60 Min.	61 Min. or More					
T = Transfer Required									
		Destination Station							
		Huron	Lemoore	Hanford	Visalia	Farmersville	Exeter	Lindsay	Porterville
Origin Station	Huron		290 TT	248 T	444 T	520 TT	538 TT	553 TTT	575 TTT
	Lemoore	345 TT		52	123 TT	148 TT	166 TT	256 TTT	283 TTT
	Hanford	223 T	37		45	81 T	103 T	183 TT	205 TT
	Visalia	273 T	82 T	39		21	39	88	101 T
	Farmersville	337 TT	165 TT	125 T	26		18	123 TT	145 TT
	Exeter	360 TT	158 TT	108 T	49	23		191 TT	213 TT
	Lindsay	377 TTT	180 TTT	137 TT	86 T	129 TT	146 TT		29
	Porterville	400 TTT	205 TTT	173 TT	110 T	154 TT	166 TT	26	

Source: LSC Transportation Consultants, Inc. (Based on printed schedules and travel times per Google Maps).

Table 22: Comparison of Auto and Transit Weekday Travel Times Along the Cross Valley Corridor

		Destination Station							
		Huron	Lemoore	Hanford	Visalia	Farmersville	Exeter	Lindsay	Porterville
Origin Station	Huron		27	31	51	54	59	70	82
			10.7	8.0	8.7	9.6	9.1	7.9	7.0
	Lemoore	27		12	32	36	41	51	63
		12.8		4.3	3.8	4.1	4.0	5.0	4.5
	Hanford	31	12		22	26	31	41	54
		7.2	3.1		2.0	3.1	3.3	4.5	3.8
	Visalia	51	31	22		11	16	26	39
		5.4	2.6	1.8		1.9	2.4	3.4	2.6
	Farmersville	56	37	28	12		8	19	31
		6.0	4.5	4.5	2.2		2.3	6.5	4.7
	Exeter	60	40	31	15	8		14	27
		6.0	4.0	3.5	3.3	2.9		13.6	7.9
	Lindsay	70	51	42	26	19	14		16
		5.4	3.5	3.3	3.3	6.8	10.4		1.8
	Porterville	85	63	56	38	31	26	16	
		4.7	3.3	3.1	2.9	5.0	6.4	1.6	

LEGEND	51	Typical Auto Travel Times in Minutes
	2.0	Ratio of Transit Travel Time to Auto Travel Time

Source: LSC Transportation Consultants, Inc. (Based on printed schedules and travel times per Google Maps).

9.2.3 Recent Ridership Trends and Operations Data

Historic ridership on the key existing CVC intercity bus routes is summarized in Table 23 and Figure 46. Overall, the six routes carried 200,677 passenger-trips in FY 2021-22, with KART Route 20 (Hanford-Lemoore), TCRTA Route C40 (Visalia-Porterville), and Visalia Transit Route 9 (Visalia-Farmersville-Exeter) serving the most passenger-trips (Figure 46). KART Route 15 (Hanford-Visalia), and Visalia Transit Route 12 (Visalia-Farmersville) carried less passenger-trips compared to the other four routes during the five years analyzed; it is possible this trend may be attributed in part to those two routes' slower service frequencies and shorter span of services, as discussed in the previous section.

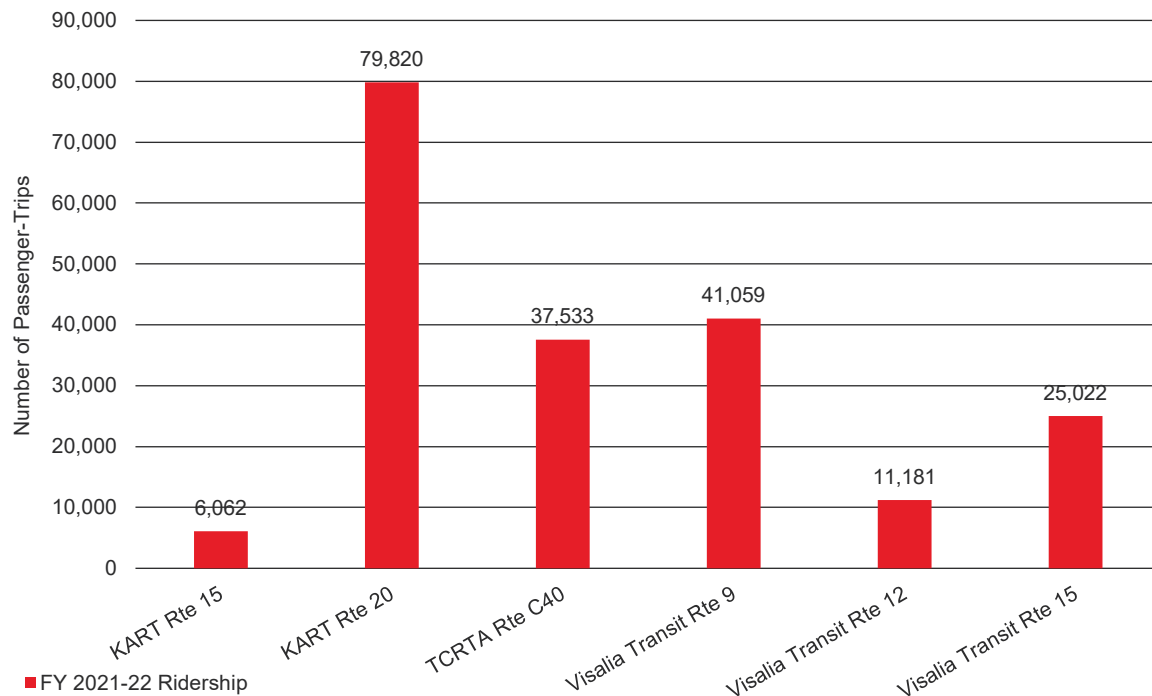
The COVID-19 pandemic significantly impacted transit ridership worldwide, and this impact was also evident in transit ridership along the CVC. Ridership on the six intercity fixed routes decreased by 58 percent from FY 2017-18 to FY 2020-21; Visalia Transit Route 9 experienced the smallest decrease in ridership (-43 percent) while KART Routes 15 and 20 and Visalia Transit Routes 12 and 15 all experienced greater decreases (-70 percent or more). Ridership recovery was evident in FY 2021-22, however, with ridership on the six intercity fixed routes increasing by 23 percent over the previous year. The rate of ridership recovery observed in FY 2021-22 varied depending on the service, with TCRTA Route C40 and KART Route 20 experiencing the greatest recoveries year-over-year (+102 and +48 percent, respectively).

Table 23: Historical Ridership on the CVC Intercity Fixed Routes

Route		Fiscal Year				
		2017-18	2018-19	2019-20	2020-21	2021-22
KART	15	17,609	17,452	13,479	4,662	6,062
	20	190,991	195,663	145,449	53,833	79,820
TCRTA	C40	37,275	34,476	31,566	18,615	37,533
Visalia Transit	9	82,760	88,081	72,965	47,086	41,059
	12	45,463	21,641	17,553	12,282	11,181
	15	15,762	12,960	21,592	27,129	25,022
Total		389,860	370,273	302,604	163,607	200,677
% Change in Total From Previous Year		--	-5%	-18%	-46%	23%
% Change in Total from 2017-18		--	-5%	-22%	-58%	-49%

Sources: KART, TCRTA, Visalia Transit.

Figure 45: CVC Intercity Fixed Routes FY 2021-22 Ridership



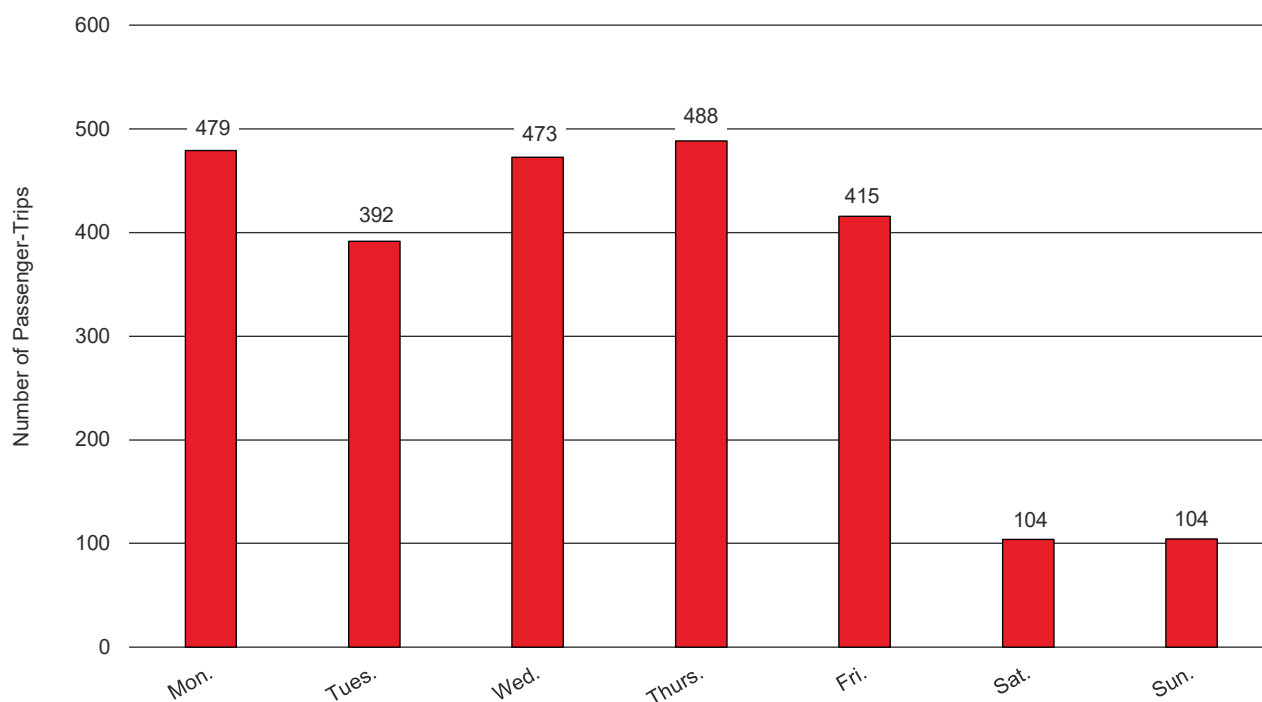
Sources: KART, TCRTA, Visalia Transit.

Figure 47 shows average daily ridership during March 2023 on all of the TCRTA County Routes that operate either partially or fully within the CVC (Routes C10, C30, C40, and C90). Weekday ridership on the four routes averaged 451 passenger-trips per day, while weekend ridership averaged 104 passenger-trips per day. Thursday

saw the highest average daily ridership in the month considered compared to any of the other days of the week (488 passenger-trips). It should be noted that ridership levels were nearly identical on Saturdays and Sundays, which is actually rather atypical; most transit services observe significantly less ridership on Sundays compared to Saturdays.

Table 24 summarizes additional FY 2021-22 operations data for the six subject routes. In sum, the six routes operated 42,049 vehicle service hours and 819,935 vehicle service miles in FY 2021-22 at a cost of \$4.4 million. These service levels required ten buses to be in service at peak times. TCRTA did not require fares in FY 2021-22, therefore Route C40 did not generate any fare revenue. Service levels varied among the different routes considered in part due to the different spans of service, but also due to different route lengths. For instance, one round-trip on KART Route 20 is much shorter than a roundtrip on TCRTA Route C40, therefore TCRTA Route C40 operated more vehicle service miles over the course of FY 2021-22 despite not completing as many actual roundtrips. Operating costs varied due to the respective service levels operated by each route, but also due to the routes being operated by different agencies and contractors.

Figure 46: TCRTA CVC County Routes Average Daily Ridership – March 2023



Note 1: The average daily ridership calculations only include data for Routes C10, C30, C40, and C90.

Source: TCRTA

Table 24: CVC Intercity Fixed Routes - FY 2021-22 Operations Data

Route		Service Characteristic				
		Passenger-Trips	Vehicle Service Hours	Vehicle Service Miles	Operating Costs	Fare Revenue
KART	15	6,062	815	31,751	\$88,108	\$18,557
	20	79,820	9,839	164,803	\$1,064,199	\$67,737
TCRTA	C40	37,533	7,709	207,759	\$557,619	--
Visalia Transit	9	41,059	8,201	151,526	\$943,990	\$40,776
	12	11,181	5,175	75,255	\$588,889	\$10,230
	15	25,022	10,311	188,841	\$1,186,618	\$21,672
Total		200,677	42,049	819,935	\$4,429,423	\$158,973

Note 1: TCRTA Route 11x is jointly operated by TCRTA and Visalia Transit.

Note 2: TCRTA did not charge fares in FY 2021-22. The Free Fare Ridership Campaign was funded by the CalTrans Low Carbon Transit Operations Program (LCTOP).

Sources: KART, TCRTA, Visalia Transit.

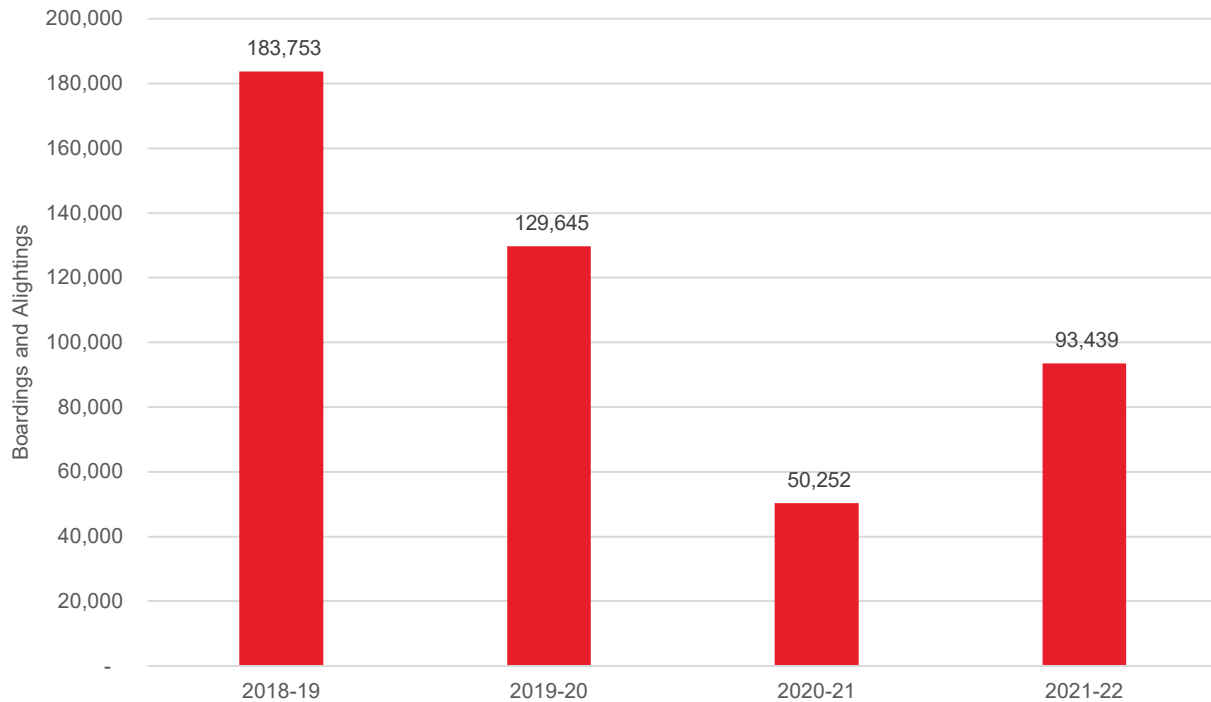
9.2.4 San Joaquins Service

Amtrak operates passenger rail service from Bakersfield, through the Central Valley to Sacramento and the East Bay, as well as thruway bus service connecting San Luis Obispo to Hanford and Visalia. This essential service connects the Central Valley to California, serving communities including Fresno, Stockton, and Sacramento. In FY 2018-19, the Hanford San Joaquins station served more than 94,000 boarding passengers, and 89,000 alighting passengers. Current post-pandemic Amtrak ridership at Hanford is about half the 2019 totals.

The Amtrak Thruway Route 18 provides daily connecting bus service from the Hanford San Joaquins station east to Visalia and west to San Luis Obispo, Santa Maria and other stops. Annual total boardings and alightings at the Hanford station in recent years are as follows:

FY 2018/19	29,971
FY 2019/20	17,661
FY 2020/21	2,570
Fy 2021/22	3086

Figure 47: San Joaquin Amtrak Rail Boardings and Alightings at Hanford Station



9.2.5 FY 2021-22 Performance

The relative performance of transit services is often assessed with measures such as the cost per vehicle service hour or the cost per passenger-trip. The FY 2021-22 operations data shown in Table 25 was used to calculate multiple performance metrics for the six subject routes. This performance analysis is summarized in Table 25.

The first two metrics, passenger-trips per vehicle service hour and vehicle service mile assess the productivity of each route. Altogether, the six CVC intercity fixed routes carried 4.8 passenger-trips per vehicle service hour in FY 2021-22. KART Route 20 (8.1 passenger-trips per vehicle service hour), KART Route 15 (7.4), and Visalia Transit Route 9 (5.0) were the three most productive services based on this metric. Passenger-trips per vehicle service hour data is also summarized in Table 26. The total number of passenger-trips carried per vehicle service mile on all six routes was 0.2, with KART Route 20 carrying the most passenger-trips per vehicle service mile (0.5), followed by Visalia Transit Route 9 (0.3).

The operating cost per passenger-trip can be used to assess the cost effectiveness of transit services. The total operating cost per passenger-trip across all six routes was \$22.07, however this metric varied significantly depending on the service. Generally, the routes with greater ridership had lower operating costs per passenger-trip. KART Routes 15 and 20 and TCRTA Route C40 all had operating costs per passenger-trip below \$15. The three Visalia Transit routes all generated more than \$20 in operating costs per passenger-trip, with Routes 12 and 15 each generating closer to \$50 in operating costs per passenger-trip. This information is summarized in both Table 25 and Table 26.

The subsidy per passenger-trip represents the public investment in each passenger-trip. This metric is calculated by first determining the operating cost per passenger-trip, then subtracting fare revenues. KART Routes 15 and 20 had the lowest subsidies per passenger-trip in FY 2021-22 (less than \$13), while Visalia Transit Routes 12 and 15 had the highest (more than \$46). TCRTA did not charge fares in FY 2021-22, therefore the subsidy per passenger-trip on Route C40 was the same as the operating cost per passenger-trip.

The operating cost per vehicle service hour in FY 2021-22 across all six intercity routes was \$105.34. The KART services had an operating cost per vehicle service hour of about \$108.15, TCRTA Route C40 had a cost

of \$72.33 per vehicle service hour, and the Visalia Transit Routes costs about \$114 per vehicle service hour. These costs were influenced by the agreements each agency adopted with their respective operations contractors.

It is important to note that FY 2021-22 operations were still significantly impacted by the COVID-19 pandemic, which began in March 2020. The pandemic also coincided with a multi-year period of high inflation rates, which caused transit agencies' operating costs to greatly increase in a short amount of time. Available data suggests that transit ridership on the six key CVC intercity routes increased in FY 2022-23 over the previous year. Data from the federal and state governments has also indicated that inflation rates have slowed in FY 2022-23, which may have had a positive impact on the cost effectiveness of each of the specific routes. Therefore, it is likely that most, if not all, of the routes being evaluated performed better in FY 2022-23 compared to the previous year.

Table 25: CVC Intercity Fixed Routes - FY 2021-22 Performance

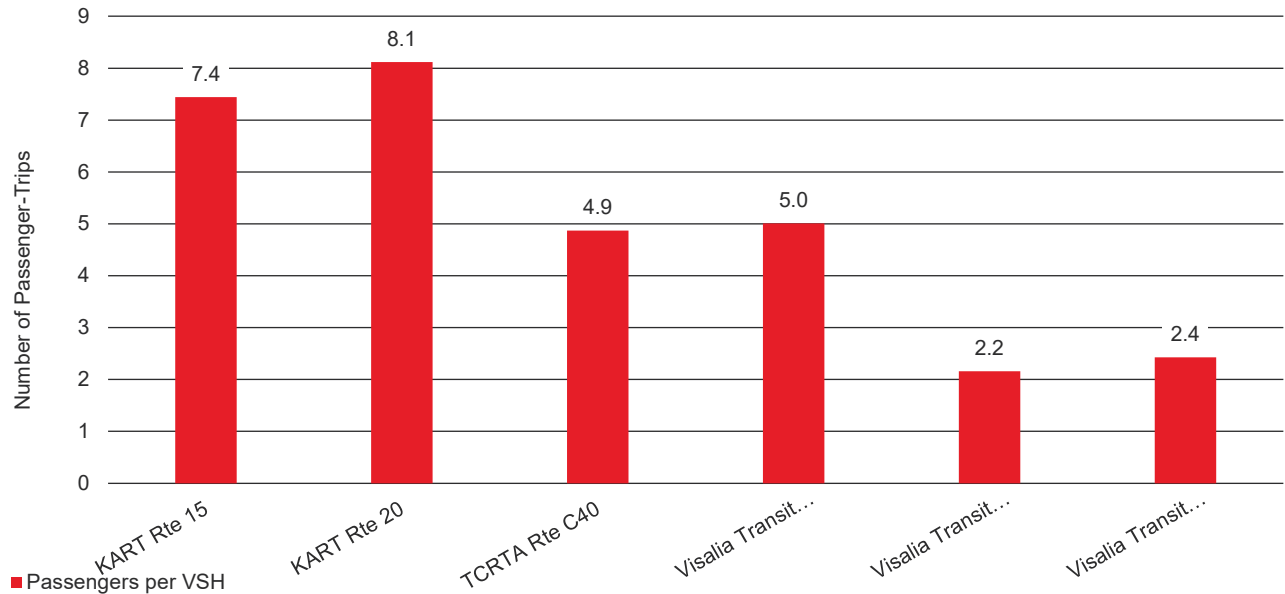
Route		Performance Indicator					
		Passenger-Trips per Vehicle Service Hour	Passenger-Trips per Vehicle Service Mile	Cost per Passenger-Trip	Subsidy per Passenger-Trip	Cost per Vehicle Service Hour	Cost Per Vehicle Service Mile
KART	15	7.4	0.2	\$14.53	\$11.47	\$108.11	\$2.77
	20	8.1	0.5	\$13.33	\$12.48	\$108.16	\$6.46
TCRTA	C40	4.9	0.2	\$14.86	\$14.86	\$72.33	\$2.68
Visalia Transit	9	5.0	0.3	\$22.99	\$22.00	\$115.11	\$6.23
	12	2.2	0.1	\$52.67	\$51.75	\$113.80	\$7.83
	15	2.4	0.1	\$47.42	\$46.56	\$115.09	\$6.28
Total		4.8	0.2	\$22.07	\$21.28	\$105.34	\$5.40

Note 1: TCRTA Route 11x is jointly operated by TCRTA and Visalia Transit.

Note 2: TCRTA did not charge fares in FY 2021-22. The Free Fare Ridership Campaign was funded by the CalTrans Low Carbon Transit Operations Program (LCTOP).

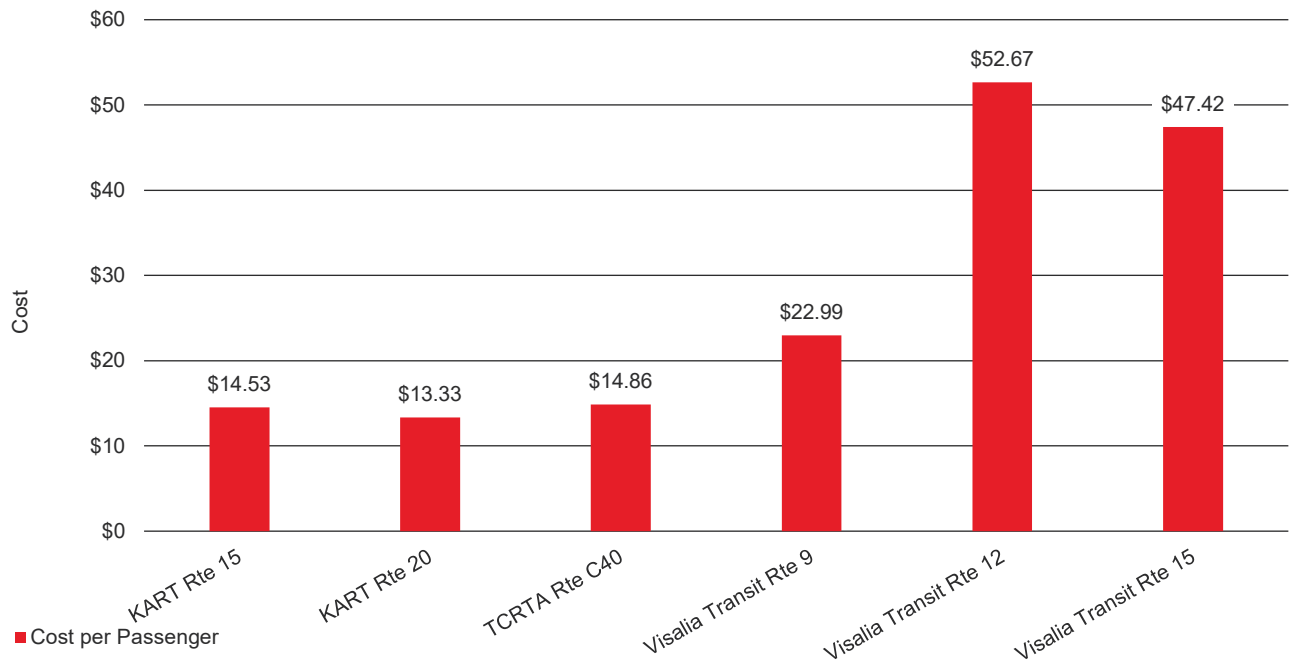
Sources: KART, TCRTA, Visalia Transit.

Figure 48: CVC Intercity Fixed Routes - Passenger-Trips per Vehicle Service Hour – FY 2021-2022



Note 1: TCRTA Route 11x is jointly operated by TCRTA and Visalia Transit.
Sources: KART, TCRTA, Visalia Transit.

Figure 49: CVC Intercity Fixed Routes - Operating Cost per Passenger-Trip – FY 2021-2022



Note 1: TCRTA Route 11x is jointly operated by TCRTA and Visalia Transit.
Note 2: TCRTA did not charge fares in FY 2021-22. The Free Fare Ridership Campaign was funded by the CalTrans Low Carbon Transit Operations Program (LCTOP).
Sources: KART, TCRTA, Visalia Transit.

9.3 Opportunity Areas

The CVC is currently served by multiple transit operators, many of which in turn operate multiple different subsystems. The six intercity fixed routes evaluated in this section play a distinctly important role in enhancing regional mobility, collectively carrying more than 300,000 passenger-trips per year pre-COVID. Previous survey data indicates that passengers rely on these existing intercity services to get to work, commercial centers, and school, as well as to transfer to other local transit systems, demonstrating the importance of the regional connections provided by these intercity routes. While the existing services address basic inter-community mobility needs, additional trips could enable discretionary ridership. While limited options for commuting are available, existing services do not serve commuting to Kings County from Tulare County and accessing many jobs in the region require multiple transfers and long travel times. Using existing transit routes to travel along the CVC in most instances requires longer travel times compared to traveling by car (for some trips by a factor of 4 or more), and many times will require passengers to transfer, which can be confusing and expensive. Some services are also operated on a more limited frequency, meaning the bus may not be available when people actually need to ride. In addition, many San Joaquin train service times at the Hanford Station are not well served for travel to/from Tulare County.

The evaluation of existing intercity bus services makes it clear that the ultimate CVC bus service will be entirely different from current service offerings in the CVC. With implementation of full CVC service, transit ridership between the CVC communities will likely increase if the resulting Phase 1 bus service has the following impacts:

- Reduced travel times over existing services.
- Reduced need to transfer over existing services.
- More frequent service opportunities.
- Ability to use existing services as feeders and connectors into CVC.
- Provide a service that is easier to understand.
- One fare payment system to travel along the CVC.
- Better timing of connections to San Joaquin rail service prior to HSR implementation.

10. Travel Market and Potential Future Demand

10.1 Purpose

The purpose of the market assessment is to evaluate the demand between station and city pairs to estimate the potential range of future ridership in 2030. Ridership estimates are preliminary rough order of magnitude, subject to change, and should not be used for any financial forecasting. Furthermore, access/egress trips forecasted by the California High Speed Rail Authority are in the process of updates with new population forecasts from the California Department of Finance and Caltrans Economic Branch and are anticipated to change.

10.2 Methodology

Given the boundary limitations of TCAG and KCAG's travel demand models, Replica data was used to evaluate the potential future travel demand for CVC stop catchments. Replica is a big data vendor that builds and maintains megaregional scale activity-based travel demand models. The California Megaregion model includes the entire state of California and Nevada. Replica is updated annually and seasonally to represent a typical weekday or weekend in either a Fall or Spring season. It is calibrated and validated with GPS and location-based services (LBS) data, highway vehicle counts, transit ridership data, and other demographic and economic data like credit card transactions.

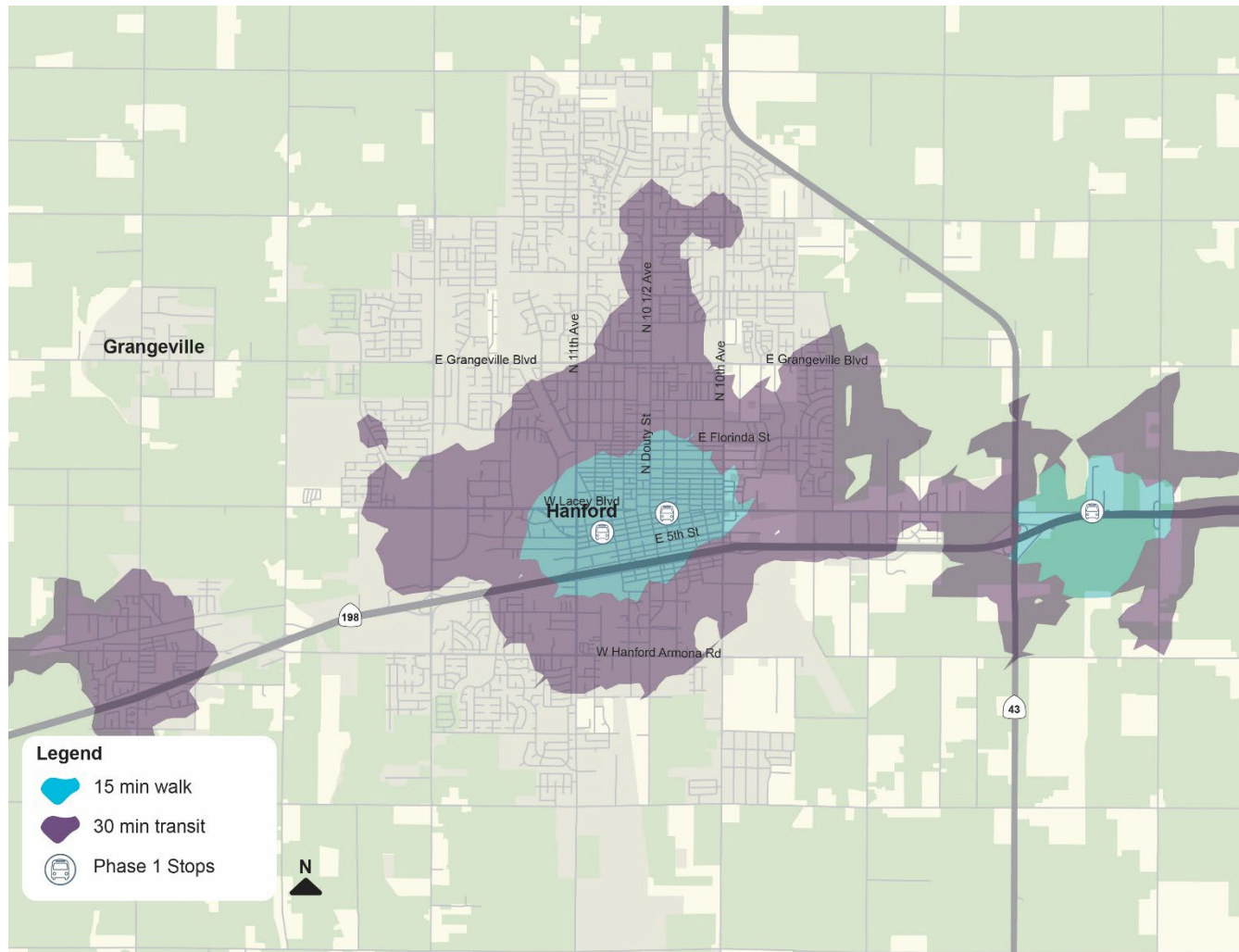
Arup queried baseline travel demand data from Replica for all person trips within the California megaregion for a typical weekday in Fall 2022. The market assessment included the following steps:

1. Query baseline Fall 2022 average weekday person trip data from Replica.
2. Generate station catchment areas for a 15 min walk and 30 min transit trip from proposed stops.
3. Identify block groups that are located within each catchment area.
4. Summarize origin-destination person trips by catchment area and mode.
5. Evaluate TCAG and KCAG travel demand model outputs.
6. Interpolate 2030 condition based on linear growth rates between model horizon years.
7. Estimate growth rate by each origin location from TCAG and KCAG's model.
8. Apply growth rate for cross-county trips to Replica baseline travel demand.
9. Estimate low-range transit mode split based on existing transit mode split and baseline access/egress transit trips to the Kings/Tulare HSR station from the CAHSR authority's model.
10. Estimate high-range transit mode split based on demand elasticities for improvements to transit service including transit service coverage and transit frequency.
11. Apply transit mode split assumptions to estimate a high and low-end ridership estimate for CVC Phase 1 bus service.

10.3 Stop Catchments

Using accessibility modeling with OpenTripPlanner that is based on an existing Open Street Map network and scheduled transit service through agencies' General Transit Feed Specification (GTFS), catchments were drawn around future stop locations that visualize how far people can travel by different modes in a given time. Figure 51 shows the output of this accessibility modeling for the Hanford and Kings/Tulare HSR stops.

Figure 50: Walk and Transit Catchments for Hanford and Kings/Tulare HSR Stops



Maps made by Arup

10.3.1 Managing Overlapping Catchments

Many of the proposed CVC stop locations have overlapping catchment areas (e.g., 2 adjacent stops in Hanford). To avoid double counting existing demand between these catchments, GIS post-processing (Thiessen polygon splitting) was required to adjust catchment boundaries so there are no overlapping features.

10.3.2 Catchment Areas to Census Block Groups

The smallest geographical unit for the Replica Fall 2022 trip tables was origin and destination locations at the US Census block group level. Block groups are statistical divisions of census tracts and are defined to contain between 600 and 3,000 people. Block groups were assigned to catchment areas based on the centroid of the block group boundary. This enables Replica trips to be aggregated by catchment area to assign demand to bus stops.

10.4 Baseline Total Travel Between Stations

There is significant travel between stop catchments within and between Kings and Tulare counties. According to Replica model outputs, on an average weekday in Fall 2022, there were more than 131,000 person trips between stop catchments along the corridor. The greatest share of travel occurs between Tulare and Visalia, with about 17,000 person trips. Other catchments with significant travel include Lemoore to Hanford (12,000 trips), Visalia

to Farmersville (10,000 trips), Kings/Tulare HSR to Hanford (4,000 trips), and Hanford to Visalia (3,400 trips). Stops were aggregated by stop city given granularity of Replica outputs at the block group level.

Table 26: Fall 2022 Average Weekday Person Trips by Stop Catchment

Fall 2022 Average Weekday Person Trips		Destination Catchments									
		Lindsay	Farmersville	Visalia/Goshen	Hanford	Kings Tulare HSR	Lemoore	NAS Lemoore	Tulare	Visalia	Total
Origin Catchments	Lindsay		425	75	50	-	-	175	975	1,400	3,100
	Farmersville	375		650	200	25	25	-	1,025	9,650	11,950
	Visalia/Goshen	50	650		425	50	125	-	1,675	4,825	7,800
	Hanford	50	200	475		4,075	12,250	1,825	1,125	3,400	23,400
	Kings Tulare HSR	-	25	50	4,050		600	75	125	400	5,325
	Lemoore	25	25	100	12,225	650		1,725	300	800	15,850
	NAS Lemoore	175	-	-	1,675	25	1,875		25	200	3,975
	Tulare	875	1,125	1,800	1,175	100	300	25		17,000	22,400
	Visalia	1,400	9,675	4,575	3,425	375	750	150	16,525		36,875
	Total	2,950	12,125	7,725	23,225	5,300	15,925	3,975	21,775	37,675	130,675

Source: Replica

10.5 2030 Growth

TCAG and KCAG travel demand models assume growth between their baseline years and 2046. Arup summarized the transportation analysis zones (TAZs) within the station catchments from each model and analyzed the growth in person trips by origin catchment. Results were interpolated to a 2030 forecast year using a linear growth rate between 2022 and 2046. The Kings/Tulare HSR transit catchment represents the greatest growth between 2022 and 2030, or a 40 percent increase according to KCAG's travel model. Other walk and transit catchments are anticipated to grow at a modest rate, with an average growth rate in person trips of 9 percent between 2022 and 2046. These growth rates were applied to baseline person trips from Replica's model to estimate 2030 person trips travel demand.

Table 27: 2030 Person Trips Growth by Origin Catchment

CVC Stop Catchment Name	County	Origin in 30-min Walkshed			Origin in 30-min Transit-shed		
		Trips 2022	Trips 2030	% Change	Trips 2022	Trips 2030	% Change
Lindsay	TCAG	18,988	20,496	7.9%	32,520	35,742	9.9%
Farmersville	TCAG	17,562	18,479	5.2%	142,913	154,933	8.4%
Visalia/Goshen	TCAG	3,159	3,745	18.6%	105,196	112,175	6.6%
Tulare	TCAG	25,965	28,882	11.2%	212,676	222,047	4.4%
Visalia	TCAG	15,054	15,663	4.0%	99,926	106,973	7.1%
Hanford	KCAG	19,935	21,369	7.2%	73,606	79,388	7.9%
Kings Tulare HSR	KCAG	321	321	0.0%	3,414	4,779	40.0%
Lemoore	KCAG	17,765	18,391	3.5%	31,319	32,919	5.1%
NAS Lemoore	KCAG	19,684	19,664	-0.1%	-	-	-

Table 28: 2030 Person Trips Estimate

2030 Person Trips Estimate (Source: Replica, TCAG, KCAG)		Destination Catchments									
		Lindsay	Farmersville	Visalia Goshen	Hanford	Kings Tulare HSR	Lemoore	NAS Lemoore	Tulare	Visalia	Total
Origin Catchments	Lindsay		475	75	50	-	-	200	1,050	1,500	3,350
	Farmersville	425		675	200	25	25	-	1,125	10,375	12,850
	Visalia/Goshen	50	700		475	50	125	-	1,800	5,150	8,350
	Hanford	75	200	525		4,400	13,200	1,975	1,225	3,650	25,250
	Kings Tulare HSR	25	25	75	5,675		850	100	175	550	7,475
	Lemoore	25	25	125	12,775	700		1,800	325	850	16,625
	NAS Lemoore	175	-	-	1,675	25	1,875		25	200	3,975
	Tulare	925	1,200	1,900	1,225	100	325	25		17,925	23,625
	Visalia	1,475	10,300	4,875	3,650	400	800	175	17,600		39,275
	Total	3,175	12,925	8,250	25,725	5,700	17,200	4,275	23,325	40,200	140,775

Sources: Replica, KCAG, TCAG

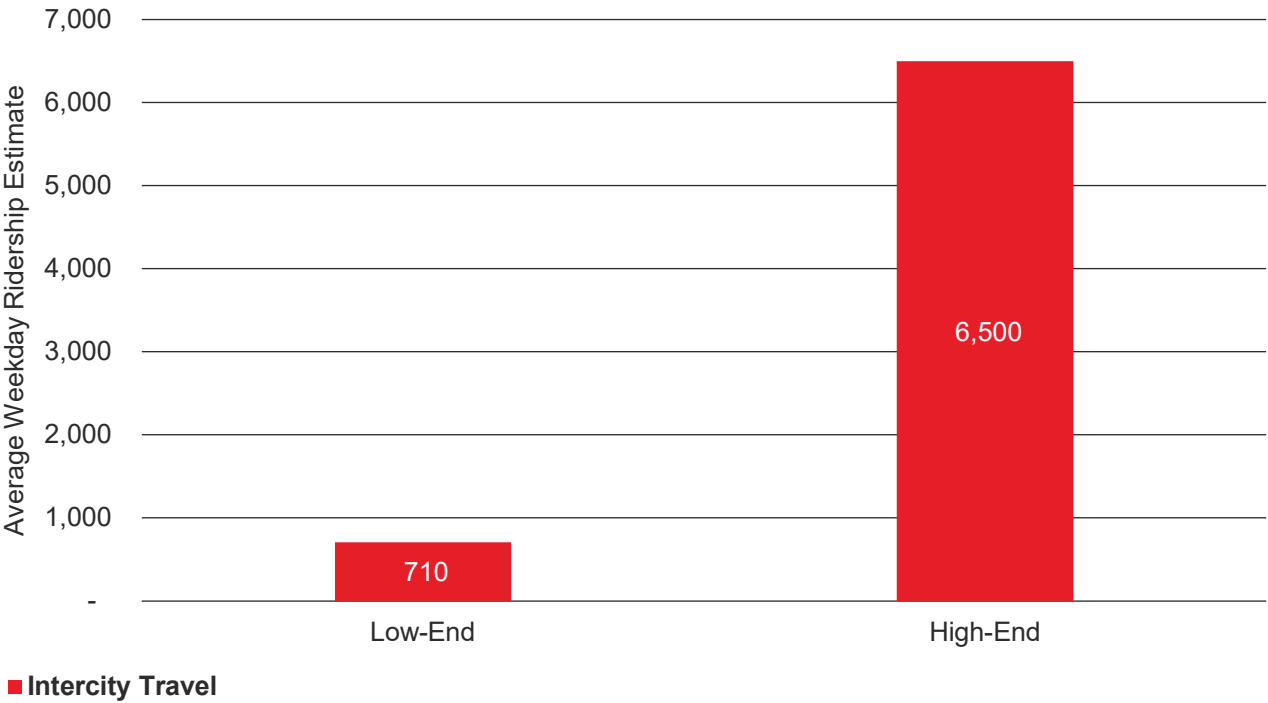
10.6 Potential Ridership

Given the unique planned service, connecting rural communities across county lines, traditional modeling methods were deemed infeasible to estimate potential ridership along the corridor. Further, COVID-19 has impacted travel behavior, reducing the certainty of future forecasts as telecommute and relocation rates stabilize. In order to estimate potential transit ridership of the CVC Phase I corridor, a low-range and high-range transit mode split was assumed by station catchment type (walk to walk, walk to transit, transit to transit) based on existing transit mode splits (generally less than 1 percent). Ridership potentials represent a rough order of magnitude estimate and are not appropriate for use in future service planning or financial modeling of CVC Phase I. Informed by academic literature, demand elasticities were applied to the low-range transit mode split to account for increases in transit use based on improvements to transit frequency, transit network coverage, and the inclusion of transit-oriented development and intensification of land uses adjacent to transit stops. These elasticities are described in more detail in Appendix A. Low-range estimates represent a 2030 person-trip demand between station catchments with an existing transit mode split (less than 1% today). The high-range estimates apply demand elasticity functions that factor that baseline ridership estimate, assuming higher ridership from increases in service network coverage and frequency, and assuming additional transit oriented development patterns adjacent to future station locations.

Additionally, access/egress trips from the California High Speed Rail Authority's travel demand model were analyzed for the TAZs that are adjacent to proposed CVC Phase I stops. Model outputs from CAHSR represent a 2030 condition which includes the Central Valley Alignment of the high-speed rail project with stations in Merced, Fresno, Kings/Tulare, and Bakersfield. By 2030-2033, CAHSR service will replace existing San Joaquin rail service, connecting Hanford to communities north and south of the proposed CVC alignment. Therefore, access/egress trips in the HSR travel model to the Kings/Tulare station are representative of anticipated north/south travel demand. CAHSR model outputs are undergoing updates to align with the California Department of Finance and Caltrans' Economic Branch's new population forecasts and are anticipated to change. The CAHSR 2030 model zones that were within a transit catchment of a proposed CVC stop were included, and access trips were doubled to account for return trips. Access/egress trips were divided by an annualization factor of 254 to estimate average weekday HSR access/egress trips via transit. For the low-range, raw outputs from the HSR model were used, assuming all transit trips modeled in 2030 for access for zones adjacent to CVC Phase I stops would be assigned to the CVC Phase I corridor. For the high-range estimate, an increase in transit mode split was applied to total access/egress trips to account for improvements in transit service frequency, network coverage, and TOD potential. Given the timeline for updates of CAHSR

model outputs and the primary driver of demand along the corridor consisting of intercity travel, CAHSR access/egress trips were not included in 2030 daily ridership estimates for either the low or the high range in this deliverable. It should be noted that the proposed CVC alignment enables transformational transit connectivity, not just for the proposed station catchments on the CVC alignment, but better connecting Kings and Tulare counties to the rest of the state, and that this knock-on effect for transit ridership should be studied further with the potential to both increase HSR ridership at 1) the Kings/Tulare station and 2) along the CVC.

Figure 51: Average 2030 Daily Ridership Market Assessment



A.1 Appendix A: Travel Demand Methodology

10.7 Transit Mode Split and Elasticities

Transit mode split represents the percentage of trips made using transit for each catchment pair type. The low-end transit mode split is the existing mode split of current transit services which represents the baseline mode split with proposed CVC Phase I bus route. The high-end transit mode split represents the higher potential mode split with ridership elasticities that are applied to the low-end transit mode split.

Ridership elasticities represent how transit ridership responds to changes in factors introduced by the development of a new bus route. The factors considered for this analysis were transfer penalties, transit-oriented development, increase in service miles, and increase in transit service frequencies.

Catchment Type	Low-End Transit Mode Split	High-End Transit Mode Split
Transit to Transit	0.5%	3.3%
Transit to Walk	0.5%	4.9%
Walk to Transit	0.5%	5.8%
Walk to Walk	1%	15.3%

10.7.1 Transfer Penalty

Transfers have an important influence on whether trip makers find transit an attractive option.⁶ Transfer penalty is the decrease in transit mode split for specific origin-destination pairs when one or more transfers are required to make the journey by transit.

Transfer penalty is shown in Table 29 ranging from a 25 percent decrease to 75 percent decrease in transit ridership. Transfer penalty was applied to transit to transit and transit to walk catchment types, assuming two transfers for transit to transit, and one for transit to walk or walk to transit.

Table 29: Transfer Penalty

# of Transfers Required by Trip	% Decrease in Transit Mode Split
0	0.0%
1	-25.0%
2	-50.0%
3	-75.0%

10.7.2 Transit Oriented Development

Transit Oriented Developments (TOD) are developments that maximize residential, retail, and office developments within walking distance of high-quality transit.

⁶ Modeling Effects of Transit System Transfers on Travel Behavior: Case of Commuter Rail and Subway in Downtown Boston, Massachusetts, Guo, 2007.

In a 2004 paper by Lund et. al., it is estimated that on average, transit shares for TOD residents exceed the surrounding city by a factor of 4.9⁷.

Catchment areas around the proposed bus stops are assumed to be TODs with new and frequent bus service. For catchment pair types that begin and/or end with walking, the baseline transit mode share is multiplied by 4.9. This analysis assumes an increase in TOD activity and intensification of land use adjacent to stop locations.

10.7.3 Increase in Service Miles

When transit service is expanded, there is an increase in transit mode share. In a 2022 paper by Litman, it is estimated that for each 1% increase in transit vehicle-miles, there is a 1 percent increase of the existing transit mode share⁸.

The existing transit services in this service area include Amtrak's thruway service from Visalia to Hanford, KART Route 15 and 20, and Visalia Transit Routes 9 and 11 with a combined service of 178 miles. With the CVC Phase I bus alignment, service miles increase to 256 miles which is a 79 percent increase.

Therefore, there is a 79 percent increase of the existing transit mode share.

10.7.4 Increase in Transit Frequency

When transit frequency increases, there is an increase in transit mode share. Existing transit services are on an irregular or daily headway, with frequencies ranging from every hour to daily. With the proposed bus alignment, a 30-minute headway is assumed, resulting in a 2400% increase in service frequency.

In a 2022 paper by Litman, it is estimated that for each 1 percent increase in service frequency, there is a 0.05 percent increase of the existing transit mode share⁹.

Therefore, there is a 2400 percent increase of the existing transit mode share applied to baseline transit mode splits.

⁷ Travel Characteristics of Transit-Oriented Development in California, Lund, 2004.

⁸ Understanding Transport Demands and Elasticities, Litman, 2022.

⁹ Understanding Transport Demands and Elasticities, Litman, 2022.

10.8 Results by Catchment OD Pair

Table 30: Results by Catchment OD Pair

2030 Low End estimate by Catchment OD Pair		Destination Catchment									
		Lindsay	Farmersville	Visalia/ Goshen	Hanford	Kings Tulare HSR	Lemoore	NAS Lemoore	Tulare	Visalia	Grand Total
Origin Catchment	Lindsay		-	-	-	-	-	-	10	10	20
	Farmersville	-		-	-	-	-	-	10	60	70
	Visalia/Goshen	-	-		-	-	-	-	10	30	40
	Hanford	-	-	-		20	70	10	10	20	130
	Kings Tulare HSR	-	-	-	30		-	-	-	-	30
	Lemoore	-	-	-	70	-		10	-	10	90
	NAS Lemoore	-	-	-	10	-	10		-	-	20
	Tulare	-	10	10	10	-	-	-		90	120
	Visalia	10	50	20	20	-	-	-	90		190
	Grand Total	10	60	30	140	20	80	20	130	220	710
2030 High End estimate by Catchment OD Pair		Destination Catchment									
		Lindsay	Farmersville	Visalia/ Goshen	Hanford	Kings Tulare HSR	Lemoore	NAS Lemoore	Tulare	Visalia	Grand Total
Origin Catchment	Lindsay		30	-	-	-	-	20	50	80	180
	Farmersville	20		30	10	-	-	-	50	480	590
	Visalia/Goshen	-	30		20	-	10	-	60	180	300
	Hanford	10	10	20		170	710	140	60	160	1,280
	Kings Tulare HSR	-	-	-	210		30	10	10	20	280
	Lemoore	-	-	10	690	30		150	20	40	940
	NAS Lemoore	10	-	-	130	-	170		-	10	320
	Tulare	40	50	70	60	-	20	-		730	970
	Visalia	70	460	180	160	10	40	10	710		1,640
	Grand Total	150	580	310	1,280	210	980	330	960	1,700	6,500