



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 3, 2024, 5:30 PM**

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City of Porterville – City Council Meeting of September 3, 2024

Please use the following link below to join the webinar:
<https://us06web.zoom.us/j/86807564694?pwd=cJd7RRBhTY3SJA1aa8VJVCFvWJ9wt5.1>

Or via Telephone: **1-669-900-6833** Webinar ID: **868 0756 4694** Passcode: **337094**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.95 – Liability Claim: Claimant: Eva Lizeth Torres Jimenez. Agency claimed against: City of Porterville.
- 2** - Government Code Section 54956.95 – Liability Claim: Claimant: Melanie Rodriguez. Agency claimed against: City of Porterville.
- 3** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiffs.
- 4** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

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

Pledge of Allegiance Led by Council Member Beltran
Invocation

PRESENTATIONS

Employee of the Month - Tori Berry
Outstanding Business Honoree

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. Staff Informational Reports
 1. Porterville Rescue Mission Update

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 August 20, 2024**
Re: Considering approval of the City Council draft Minutes of August 20, 2024.
2. **Authorization to Repair/Upgrade Traffic Signal at Olive Avenue & E Street**
Re: Considering authorization to purchase components from Econolite at a cost not to exceed \$25,196 for the repair and upgrade of the traffic signal at Olive Avenue and E Street.
3. **Authorization to Enter Into Agreement for the Lease and Maintenance of Printer/Copy Machines**
Re: Council to authorize the Finance Department to execute an agreement with California Business Machines for the lease and maintenance of 19 Kyocera copiers for a 60-month term.
4. **Authorization to Purchase Specialized Equipment - Headworks Grinders**
Re: Consideration to approve the purchase of two headworks grinders from Duperon for an amount not to exceed \$240,350.
5. **Authorization to Purchase HVAC for Porterville Navigation Center**

Re: Considering authorization of the purchase of a HVAC unit from 559 Heating & Cooling for \$12,600.

6. Authorization to Distribute a Request for Qualifications for a Permitting Software System

Re: Council to authorize staff to distribute a Request for Qualifications for a Permitting Software System and negotiate a fee with the highest ranking firm.

7. Authorization to Execute an Agreement for Golf Course Management Services

Re: Authorizing staff to execute a golf course management services agreement with Mr. Casey Butler subject to the City Attorney's approval.

8. Authorization to Execute a Consultant Agreement with GHD, Inc – Active Transportation (AT) Plan

Re: Consideration of authorizing the execution of a Consultant Service Agreement with GHD, Inc. for the development of the City's Active Transportation Plan at a total cost inclusive of contingency of \$223,449 to be reimbursed by TCAG.

9. Authorization Request for the Preparation of the FY 2023-2024 Annual Comprehensive Financial Report

Re: Consideration to utilize CliftonLarsonAllen LLP to prepare the City's FY 2023-2024 Annual Comprehensive Financial Report at a cost of \$9,140.00.

10. Irrevocable Offer of Dedication From Burton School District, a California Public School District

Re: Consideration to approve the draft resolution accepting the Irrevocable Offer of Dedication from Burton School District, a California Public School District.

11. Acceptance of Final Subdivision Map - Brookside, Phase 1 (Presidio JJR Brookside 110 LLC and Presidio JJR Laurelwood 110 LLC)

Re: Consideration to approve the final subdivision map of Brookside, Phase 1, for the San Joaquin Valley Homes subdivision generally located north of Westfield Avenue, west of Lombardi Street.

12. Request for Will Serve Letter - 831 E. Date Ave.

Re: Considering approval and issuance of a Will Serve Letter to authorize a second water service connection at the property.

13. Authorization for Street Closure - Pioneer Days & Rib Cook-Off

Re: Council to authorize the temporary closure of Main Street from Morton Avenue to Putnam Avenue, and on Harrison Avenue, Thurman Avenue and Cleveland Avenue from Division Street to the alley just east of Main Street, on October 5, 2024, from 6:00 AM to 4:00 PM, during Pioneer Days.

14. Approval of Community Civic Event - Central California Family Crisis Center - 24th Annual Domestic Violence Candlelight Vigil - October 24, 2024

Re: Consideration to approve the Community Civic Event application from Central California Family Crisis Center to hold the 24th Annual Domestic Violence Candlelight Vigil on Thursday, October 24, 2024, from 5:30 PM to 8:30 PM, at Centennial Park.

15. City of Porterville Conflict of Interest Code - 2024 Biennial Report and Proposed Amendment

Re: Accepting the Conflicts and Disclosure Monitor Agency 2024 Biennial Report.

16. Request for Proclamation - Constitution Week - September 17 - 23, 2024

Re: Considering approval of a request to proclaim September 17th - 23rd, 2024, as "Constitution Week" in the City of Porterville.

17. Status and Review of Declaration of Local Flood Emergency

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

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

PUBLIC HEARINGS

18. Consideration of Vesting Tentative Subdivision Map for Westfield Residential Development

Re: Consideration to adopt the draft resolution approving the vesting Tentative Subdivision Map for the future residential development of APN 246-070-095 on an approximately 2.86-acre parcel on the north side of Jubilee Lane, North of Westfield Avenue.

19. 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)

Re: Consideration of the Draft 2023-2024 Consolidated Annual Performance Evaluation Report for submission to the Department of Housing and Urban Development by the required deadline of September 30, 2024.

SCHEDULED MATTERS

20. Vacation of a Portion of College Avenue

Re: Consideration of Resolution of Vacation of a portion of College Avenue at Main Street; and authorization to record said resolution.

21. Consideration the Library Facility Planning Committee's Design Recommendations for the Porterville Public Library Project

Re: Consideration of the Library Facility Planning Committee's design recommendations for the new library facility.

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - August 21, 2024
2. Tulare County Economic Development Corp. (TCEDC) - August 28, 2024
3. Eastern Tule Groundwater Sustainability Agency - August 29, 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 September 17, 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 – SEPTEMBER 3, 2024

SUBJECT: 1. Porterville Rescue Mission Update

SOURCE: Community Development

COMMENT: At its meeting on June 18, 2019, the City Council adopted Resolution 43-2019, approving Conditional Use Permit (CUP) 2018-041-C for the New Porterville Rescue Mission (NPRM) to allow for a Social Services Facility located at 30 S. A Street. As outlined in Resolution 43-2019, Condition #1, and in compliance with Porterville Municipal Code Chapter 21, Section 301.09, "Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, restrooms and refuse containers; sufficient patron seating facilities for dining; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas." To meet these requirements, NPRM was to continue to work on site improvements and stay in communication with staff until all items had been completed. CUP 2018-041-C includes a requirement that staff provide a bi-annual update to the Council on the status of the project, which is the purpose of this report.

At its meeting on February 4, 2020, staff presented to the Council the bi-annual update as required in the CUP to update the status of improvements. The item was continued as additional information was needed to be provided by NPRM in writing. At its meeting on March 3, 2020, staff provided the Council with the proposed Plan of Action that staff considered quite aggressive and reported that a realistic timeline would be three to six months before there would be an issuance of a building permit. At its meeting on July 21, 2020, staff provided an update to the Council regarding the progress of the NPRM's remodel project. NPRM was issued a building permit on July 7, 2020. The scope of the permit includes removing existing staff bedroom walls to open up to existing open area to accommodate fourteen (14) beds total on the west end of the building, remodel of two restrooms to meet accessibility standards, the installation of two new concrete door landings, one new door landing with stairs and handrails, as well as reversing the swing of an existing door. NPRM had anticipated that this phase of construction would take approximately three to four months to complete.

At its meeting on November 17, 2020, staff provided an update to Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM's project had experienced delays due to the pandemic as well as encountering structural issues during the demolition process.

At its meeting on January 19, 2021, Council was provided an update on the status of the NPRM project. The update included that the NPRM had been issued a permit for the structural revision to correct the issues encountered during the demolition process on November 25, 2020. Staff met with the NPRM on January 4, 2021, to discuss the progress of the project. The NPRM informed staff that the project timeline has been impacted by the ongoing COVID-19 pandemic, noting

that they received a letter from one of their suppliers informing them that the delivery of their order had been delayed due to the pandemic. A framing inspection was provided by the City's Engineering Department-Building Division on January 5, 2021, and a second framing inspection on January 8, 2021, which NPRM passed.

At its meeting on August 17, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project as well as information in regard to violations of the conditions outlined in Conditional Use Permit 2018-041-C and Porterville Development Ordinance, which were observed on August 10, 2021. The violations included a recreational vehicle observed onsite that was being occupied as a residence with an electrical extension cord connected to the recreational vehicle. Chapter 304.11 of the Development Ordinance states that "Parking and storing of recreational vehicles, boats, campers, trailers and similar vehicles are prohibited from being stored for a period longer than seventy-two hours (72) hours in the front yard setback. They may be stored in the side or rear yard behind a minimum six-foot high, solid fence. At no time are recreational vehicles allowed to be occupied as residences. Connection to any combination of electrical, water, cable, or sewer facilities is considered prima facie evidence of occupation as a residence. At no time shall commercial vehicles greater than a one-ton rating be parked or stored on residential zoned properties. Storage on the street is limited pursuant to Sections 17-10.4, 17- 11.7, 17-11.8, and 17-11.9 of the Porterville Municipal Code." Tents were also observed to be erected on site outside the approved season and timeframe outlined in Condition 10 of the CUP. Condition 10 states, "The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of the tents be opposite of office hours, erecting tents after 7p.m. and removing them before 7 a.m." NPRM remedied the violations was within seventy-two (72) hours.

At its meeting on October 19, 2021, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had one inspection since the update provided to the City Council on August 17, 2021, which occurred on September 29, 2021. The inspection was for underground plumbing for the restroom remodel, which passed. During the inspection, the NPRM disclosed that while saw cutting the existing concrete slab for the restroom remodel, a four-foot section of the exterior footing fell apart. The NPRM was requested to have the footing evaluated by an engineer to provide a design to correct the issue.

The Council was also informed that on September 24, 2021, the Porterville Police Department and Code Enforcement responded to the NPRM for the discharge of dangerous fireworks. The suspect was found to be in possession of additional fireworks and was administratively sited. While onsite Code Enforcement observed conditions of the neighboring property (14 S. A Street), which is also operated by NPRM, that were not in compliance with the 1997 Uniform Housing Code. The conditions observed included the rear yard being utilized as a living space with an outdoor shower built in close proximity to an existing electrical panel. Food and other items have also been allowed to accumulate in the yard along with multiple tarp covered areas that have been erected, creating an attractive nuisance and possible fire hazard. The property owner was notified and required to remedy the conditions by November 1, 2021.

CUP 2018-041-C does not include provisions for the property located at 14 S. A Street. Resolution 43-2019 included NPRM Site and Operations Plan as Attachment A, which outlines that 14 S. A Street provides for six long-term residential beds and two emergency shelter beds for women. City staff inspected the property located at 14 S. A Street on October 12, 2021, and found that the conditions that were out of compliance with the 1997 Uniform Housing Code had been remedied.

At its meeting on February 1, 2022, staff provided an update to the Council regarding the progress of the NPRM's remodel project. The Council was informed that the NPRM had four successful inspections since the update provided to the City Council at its meeting on October 19, 2021, including an inspection of foundation forms to address a foundation issue in accordance with an engineer's design on October 19, 2021, framing and wall insulation for the east restroom on January 7, 2022, sheetrock on January 18, 2022, and shower pan inspection on January 24, 2022.

At its meeting on August 16, 2022, staff provided an update to the Council that the NPRM received a final on the bathroom remodel on April 11, 2022, and that the Chief Building Inspector met with a NPRM representative to review the exterior ADA requirements to be completed with the next stage of the project.

At its meeting on February 21, 2023, staff updated the Council that the NPRM had completed the concrete landing for the two east doors, which passed inspection on January 27, 2023.

At its meeting on August 8, 2023, staff provided an update to the City Council that the NPRM met with the Chief Building Inspector to review the layout of an ADA ramp to be utilized for exiting the west side of the facility. The remaining work to be completed in accordance with the NPRM's approved plans is the construction of stairs and handrailing at the center door and to bring the west ramp into compliance.

As reported previously, in the last update provided to the Council, the NPRM completed the construction of the ramp leading to the front door. The building division inspected and approved the ramp.

The NPRM's next component of the project is to construct a landing and a set of stairs in front of the raised door on the north side of the building. The City will contact them about their progress with that component. The Code Enforcement Division has not issued any violation notices to the NPRM since the last update was provided.

RECOMMENDATION: Informational Item

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Approval of Draft Minutes of August 20, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of August 20, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of August 20, 2024.

ATTACHMENTS: 1. Draft Minutes of 08-20-2024

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
AUGUST 20, 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

- Diane, Haven Representative (the communication provided has been moved to the second Oral Communications on the agenda.)

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference With Real Property Negotiators/Property: Apn: 253-160-064, 253-160-065, 253-160-068, 253-160-069, 253-160-070, 261-125-018, 261-125-019, And 261-125-020. Agency Negotiator: Patrice Hildreth And Jason Ridenour. Negotiating Parties: City Of Porterville And James Gregory Shelton. Under Negotiation: Terms And Price.
- 2** - Government Code Section 54956.8 – Conference With Real Property Negotiators/Property: Apn: 253-174-004. Agency Negotiator: Patrice Hildreth And Jason Ridenour. Negotiating Parties: City Of Porterville And Rhode Island Suburban Newspapers. Under Negotiation: Terms And Price.
- 3** - Government Code Section 54956.95 – Liability Claim: Claimant: Salvador Rosales. Agency Claimed Against: City Of Porterville.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Celina Boelter. Agency Claimed Against: City Of Porterville.
- 5** - Government Code Section 54956.9(D)(1) – Conference With Legal Counsel -- Existing Litigation: Hill International, Inc. V. City Of Porterville, Tulare County Superior Court Case No. Pcu309701.
- 6** - Government Code Section 54956.9(D) (3) – Conference With Legal Counsel – Anticipated Litigation – Significant Exposure To Litigation: Four (4) Cases In Which Facts Are Not Yet Known To Potential Plaintiff.
- 7** - Government Code Section 54956.9(D)(4) – Conference With Legal Counsel – Anticipated Litigation – Initiation Of Litigation: Three (3) Cases.

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

City Attorney Lew reported action pertaining to A-3 and A-4, as follows:

- A-3. On a MOTION made by Mayor Martha A. Flores, and SECONDED by Council Member Greg Meister the City Council unanimously rejected the claim filed by Salvador Rosales.

Documentation: M.O. 01-082024

Disposition: Claim rejected.

- A-4. On a MOTION made by Council Member Donald Weyhrauch, and SECONDED by Vice Mayor Kellie Carrillo the City Council unanimously rejected the claim filed by Celina Boelter.

Documentation: M.O. 02-082024

Disposition: Claim rejected.

The Pledge of Allegiance was led by Council Member Meister.

Invocation – a moment of silence was observed.

PRESENTATIONS

Employee of the Month - Larry Segovia

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, presented information pertaining to Agenda Item No. 18 and expressed concerns about the restrictive nature of the proposed flag policy draft.
- Bonnie Boyd, Porterville, formally introduced herself as the candidate to be considered for the Arts Commission.
- Diane, a Haven Representative, formally introduced herself and delivered an overview of the services and contributions that Haven store provides to the local community.
- Kristy Martin, Porterville Chamber of Commerce, spoke of upcoming events,
- Giovanni Escuredo, Porterville, expressed his frustration regarding the language of the current city sign policy, citing that it hinders his ability to display signs for his business.

REPORTS

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - (Summer Hiatus)
 2. Library & Literacy Commission - (Summer Hiatus)
 3. Arts Commission - July 23, 2024 – No report.
 4. Animal Control Commission – No report.

5. Youth Commission - (Summer Hiatus)
6. Transactions And Use Tax Oversight Committee (TUTOC) – No report.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update - July 2024

CONSENT CALENDAR

Item No. 14 was pulled for further discussion at the request for Council Member Greg Meister.

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Council Member Raymond Beltran that the City Council approve Items Nos. 1-13. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF AUGUST 6, 2024, AND AUGUST 9, 2024

Recommendation: That the Council approve the draft Minutes of August 6, 2024, and August 9, 2024.

Documentation: M.O. 03-082024

Disposition: Approved.

2. REQUEST TO PURCHASE FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT.

Recommendation: That the City Council approve the purchase of six sets of turnouts from LN Curtis for \$22,444.32 with an added ten percent (10%) contingency of \$2,244.43, for the total purchase and not to exceed amount of \$24,688.75

Documentation: M.O. 04-082024

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE SPECIALIZED EQUIPMENT - ULTRAPURE WATER PURIFICATION SYSTEM

Recommendation: That the City Council:

1. Approve the purchase of an Ultrapure Water System from Fisher Scientific for an amount not to exceed \$7,018, (which includes the Ultrapure Water System, taxes, freight, and a ten percent (10%) contingency);
2. Direct the Finance Director to initiate a Purchase Order for Fisher Scientific for an amount not to exceed \$7,018,(which includes the

- Ultrapure Water System, taxes, freight, and a ten percent (10%) contingency), and
3. Direct the Finance Director to make payment to Fisher Scientific upon receipt of an invoice approved by the Public Works Director.

Documentation: M.O. 05-082024

Disposition: Approved.

4. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS
FOR LOW CARBON FUEL STANDARD MANAGEMENT SERVICES

Recommendation: That the City Council:

1. Approve the draft Request for Proposals;
2. Authorize staff to advertise for proposals on the project; and
3. Authorize staff to negotiate with the most responsive and responsible Proposer who has demonstrated the ability to perform the project in an acceptable manner and is most advantageous to the City.

Documentation: M.O. 06-082024

Disposition: Approved.

5. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS
FOR SOLAR MAINTENANCE SERVICES

Recommendation: That the City Council:

1. Approve the draft Request for Proposals;
2. Authorize staff to advertise for proposals on the project; and
3. Authorize staff to negotiate with the most responsive and responsible Proposer who has demonstrated the ability to perform the project in an acceptable manner and is most advantageous to the City.

Documentation: M.O. 07-082024

Disposition: Approved.

6. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS
FOR TWO MINI SIDE LOADING REFUSE TRUCKS

Recommendation: That the City Council:

1. Approve the draft Request for Proposals;
2. Authorize staff to advertise for proposals on the project; and
3. Authorize staff to negotiate with the most responsive and responsible Proposer who has demonstrated the ability to perform

the project in an acceptable manner and is most advantageous to the City.

Documentation: M.O. 08-082024

Disposition: Approved.

7. AUTHORIZATION TO DISTRIBUTE A REQUEST FOR PROPOSALS FOR TRASH RECEPTACLES

Recommendation: That the City Council:

1. Approve the draft Request for Proposal;
2. Authorize staff to advertise for proposals on the project; and
3. Authorize staff to negotiate with the most responsive and responsible Proposer who has demonstrated the ability to perform the project in an acceptable manner and is most advantageous to the City.

Documentation: M.O. 09-082024

Disposition: Approved.

8. CONSIDERATION OF ACQUISITION OF REAL PROPERTY

Recommendation: That City Council:

1. Authorize and execute the Draft Purchase Agreement with the O'Sullivan Family Revocable Trust for the acquisition of Land and Ditch Company Stock as detailed in the agreement;
2. Authorize and execute the Draft Lease Agreement for Water Rights with the O'Sullivan Family Revocable Trust for the lease of Ditch Company Stock; and
3. Approve the Purchase Agreement for the purchase of land and ditch company shares as outlined in the agreement and authorize the Mayor and City Manager to execute all necessary documents to complete the transaction.

Documentation: Resolution No. 61-2024

Disposition: Approved.

9. MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION/CITY OF PORTERVILLE HAZARD MITIGATION PLAN ANNEX RESOLUTION

Recommendation: That the City Council approve the draft resolution adopting the City of Porterville Local Hazard Mitigation Plan Annex E.

Documentation: Resolution No. 62-2024

Disposition: Approved.

10. APPROVAL OF COMMUNITY CIVIC EVENT - CENTRAL CALIFORNIA
BLOOD CENTER - CULTURE BLOOD DRIVE - SEPTEMBER 1, 2024

Recommendation: That the City Council approve the Community Civic Event application submitted by the Central California Blood Center to hold the "Culture Blood Drive" event in the Culture Cannabis Club parking lot at 230 North Main Street, on September 1, 2024, subject to the restrictions and requirements contained in the Application and Agreement, Exhibit A, and Exhibit B.

Documentation: M.O. 10-082024

Disposition: Approved.

11. APPROVAL OF COMMUNITY CIVIC EVENT - PORTERVILLE KIWANIS
- END OF SUMMER VENDOR MARKET - SEPTEMBER 15, 2024

Recommendation: That the City Council approve the Community Civic Event application from Porterville Kiwanis Club to hold the Vendor Market on September 15, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 11-082024

Disposition: Approved.

12. APPROVAL OF COMMUNITY CIVIC EVENT - AMERICAN
CONSERVATORY - PARKING LOT PARTY/CORNHOLE
TOURNAMENT - SEPTEMBER 28, 2024

Recommendation: That the City Council approve the Community Civic Event application from the American Conservatory to hold the "Parking Lot Party - Cornhole Tournament" event on September 28, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

Documentation: M.O. 12-082024

Disposition: Approved.

13. 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. 13-082024

Disposition: Approved.

SCHEDULED MATTERS

15. CONSIDERATION OF APPOINTMENT TO THE PARKS & LEISURE SERVICES COMMISSION

Recommendation: That the City Council consider the appointment of Catherine Capone to the Parks & Leisure Services Commission to serve the remainder of a four-year term to expire October 2025.

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 Donald Weyhrauch that the City Council appointed Catherine Capone to the Parks and Leisure Services Commission to serve the remainder of a four-year term to expire October 2025. The motion carried unanimously.

Documentation: M.O. 14-082024

Disposition: Approved.

16. CONSIDERATION OF APPOINTMENT TO THE ARTS COMMISSION

Recommendation: That the City Council consider the appointment of Bonnie Boyd to the Arts Commission to serve the remainder of a three-year term to expire July 2026.

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 appoint Bonnie Boyd to the Arts Commission to serve the remainder of a three-year term to expire July 2026. The motion carried unanimously.

Documentation: M.O. 15-082024

Disposition: Approved.

17. CONSIDERATION OF MEDIA SPONSORSHIP FOR THE 2024 PORTERVILLE VETERANS HOMECOMING DAY PARADE

Recommendation: That the City Council:

1. Consider media sponsorship of the 2024 Porterville Veterans Day Parade; and
2. Authorize the expenditure of up to \$12,500 from the Community Promotions fund.

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

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Council Member Greg Meister that the City Council approve the sponsorship of the 2024 Porterville Veterans Day Parade; and authorize the expenditure of up to \$12,000 from the Community Promotions fund. The motion carried unanimously.

Documentation: M.O. 16-082024

Disposition: Approved.

18. CONSIDERATION OF CITY COUNCIL POLICY ON THE EXHIBITION OF FEDERAL, STATE, AND CITY FLAGS, AND BANNERS; FROM CITY BUILDINGS AND FACILITIES – ALL OCCASIONS

Recommendation: That the City Council consider and approve the City Council Policy on the Exhibition of Federal, State, and City Flags, and Banners; from City Buildings and Facilities – All Occasions

City Manager Hildreth introduced the item and City Attorney Julia Lew presented the staff report.

During the Council's discussion, members expressed their agreement with the language of the draft policy. Subsequently, it was suggested that the policy should also allow the display of U.S. Armed Forces flags, in accordance with relevant federal laws and regulations.

COUNCIL ACTION: MOVED by Mayor Martha A. Flores, SECONDED by Council Member Greg Meister that the City Council approve the draft flag policy, with the addition of flags of branches of the U.S. Military, consistent with applicable federal laws and regulations; and adopted the draft resolution. The motion carried unanimously.

Documentation: Resolution No. 63-2024

Disposition: Approved.

14. CITY COUNCIL MEMBER REQUESTED AGENDA ITEM -
CONSIDERATION OF NAMING CITY FACILITY

Recommendation: That the City Council approve Council Member Weyhrauch's request to add an item to the next regular City Council meeting's agenda to consider the naming of the City's animal shelter.

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

Council Member Weyhrauch addressed the process of naming the new animal shelter and indicated that while the city generally does not name buildings after individuals, there might be an opportunity to establish a memorial in honor of Animal Shelter Manager Augie Gonzales.

During the initial stages of planning for the Animal Shelter, it was noted by staff that the Porterville Police Department had already intended to incorporate a memorial for Augie Gonzales within the premises of the animal shelter.

The council agreed that the Porterville Police Department proceed with its intentions to include a memorial for Mr. Gonzales.

Documentation: None.

Disposition: Direction given.

AB 1234 REPORTS

1. Local Initiatives Navigation Center (LINC) Committee - August 7, 2024
Council Member Beltran provided updates on several items such as the approval of the Minutes, the budget, a Navigation Center Update, and the LINC Services Subcommittee.
2. Library Facility Planning Committee - August 15, 2024
Vice Mayor Carrillo presented and reported on the approval of the Minutes, and an overview of the new library design options along with an update on library services.
3. Porterville Area Development Authority - August 16, 2024 - Canceled
4. Tulare County Association Of Governments (TCAG)/Tulare County Transportation Authority (TCTA) - August 19, 2024
Mayor Flores provided a report on a Workshop, the Transportation Consent Calendar, the approval of various resolutions, and an upcoming Board Retreat.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated that if the council considers using military flags, it should not forget about the merchant marines.

- Rafaela Woods, Porterville, expressed commendation to the council for their efforts in acknowledging Augie Gonzalez.

OTHER MATTERS

- Council Member Beltran expressed gratitude to the fire crews actively engaged in suppressing a nearby fire, extended appreciation to the two individuals for their participation in the commissions, extended best wishes to the new city council candidates, and encouraged them to acquaint themselves with the city.
- Council Member Weyhrauch acknowledged the educators and school administrators in the city as the school year has commenced. Additionally, he emphasized the importance of road safety and encouraged all residents to exercise caution while driving.
- Council Member Meister reported his recent birthday celebration, the Supreme Court's decision regarding Title 9, expressed gratitude to Huntington Beach Mayor Gracey Van Der Mark for her work on an ordinance pertaining to AB1955, his participation in a Veterans Car Show, commendations for Larry Segovia's Employee of the Month Recognition, and his attendance at a Retirement Party for Sergeant Carl Jordan.
- Vice Mayor Carrillo expressed gratitude to the two individuals appointed to the commissions. Vice Mayor Carrillo also highlighted an upcoming council candidate forum and extended appreciation to the library committee for their dedicated efforts that have brought them to their current stage of progress. Additionally, she acknowledged her brother, Shane Santos, for his recent promotion and shared her reasoning for not pursuing reelection to the City Council.
- Mayor Flores expressed her gratitude to those in attendance at the Team California consultant meeting and also highlighted her participation in the Tulare Kings Hispanic Chamber Ambassador Luncheon, the firefighter badge pinning ceremony, and the retirement celebration for Sergeant Carl Jordan. Mayor Flores also mentioned the Porterville Exchange Club Treasure Trove.

CLOSED SESSION

The Council took a five minute recess and reconvened in Closed Session at 8:00 p.m.

ADJOURNMENT –

The Council adjourned at 8:40 p.m. to the meeting of September 3, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization to Repair/Upgrade Traffic Signal at Olive Avenue & E Street

SOURCE: Public Works

COMMENT: On August 16, 2024, a vehicle collision occurred at Olive Avenue and E Street intersection. At the time of the accident, the vehicle struck the City traffic signal cabinet, shearing it from the foundation and destroying the cabinet.

Staff is seeking authorization to repair/upgrade the traffic signals at Olive Avenue and E Street to the new City standard controller and cabinet, which will allow for future upgrades to video detection.

Econolite, the manufacturer of the traffic control systems, submitted a quote of \$22,905 for the components to repair/upgrade the traffic signal. Purchasing the components directly from the manufacturer and utilizing City staff to install the cabinet and controller will result in significant cost savings for the repair and restore operation of the traffic signal. Expenditure for the project will be funded from the 2024/2025 Capital Improvement Projects Signs and Signals Budget. Staff will seek reimbursement from the at-fault driver.

RECOMMENDATION: That the City Council:

1. Approve the purchase of a new traffic signal cabinet and controller from Econolite for an amount not to exceed \$25,196, 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 \$25,196, 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. Cabinet and Controller Quote 8-16-24

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



Quotation

8/16/2024

To:	City of Porterville Bryan Searle	Quote Name: Cabinet and Controller Quote Project Reference: Econolite Reference: Q-46522-84E7
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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	FSR-SVC-CAB	1	CABINET TURN-ON LABOR; INCLUDES 4 HOURS OF FSR SUPPORT	\$0.00	\$600.00	\$600.00

Subtotal	\$20,909.15
Shipping & Handling*	
Taxes**	\$1,934.10
Tariffs**	\$61.76
TOTAL	\$22,905.01

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 – SEPTEMBER 3, 2024

SUBJECT: Authorization to Enter Into Agreement for the Lease and Maintenance of Printer/Copy Machines

SOURCE: Finance

COMMENT: The majority of the City's copiers have been in service for seven (7) to ten (10) years and due to their age as well as ever-changing technology and rising maintenance costs, servicing the current aging copiers and obtaining parts to repair them is becoming increasingly expensive and difficult, if not impossible. Therefore, staff is seeking to enter into an agreement for the lease and maintenance of 19 new Kyocera copiers.

California Business Machines is an established City vendor and authorized seller of Kyocera and operates under the OMNIA Contract Pricing. Staff received a quote from California Business Machines for the lease of 19 commercial-grade Kyocera printer/copier/scanner machines, which have the same features as the current models, although, the new copiers will be more reliable and efficient, potentially reducing downtime and improving productivity.

The City was provided Kyocera's OMNIA Cooperative Contract Pricing for the models that meet the departments' needs. OMNIA Partners, Public Sector is an experienced cooperative purchasing organization for state and local governments. The Kyocera OMNIA Cooperative Contract Pricing has been competitively solicited and publicly awarded, providing the lowest pricing while eliminating the need for multiple pricing or bids. California Business Machines works in conjunction with OMNIA and is honoring the OMNIA Cooperative Contract pricing. This allows California Business Machines to invoice, service and support the copiers directly. Leasing new copiers through the OMNIA Contract with Kyocera ensures compliance with procurement standards and presents a more stable and potentially cost-efficient solution over the next five (5) years.

The estimated maintenance agreement cost for the current copiers in Year 1 is \$3,791.00 per month. This fee is set to increase by 15% each year. Leasing new copiers would allow us to secure a fixed rate for the next five (5) years at an approximate average cost of \$3,742.00 per month, inclusive of maintenance.

Staff has prepared a comparison of the average monthly costs for maintaining the current machines versus leasing the new machines over the next five (5) years, below:

Monthly Rate	Year 1	Year 2	Year 3	Year 4	Year 5
Maintain Current Printers/Copiers	\$3,791	\$4,360	\$5,014	\$5,766	\$6,631
Lease New Printers/Copiers	\$3,742	\$3,742	\$3,742	\$3,742	\$3,742

Staff is requesting approval to lease 19 new Kyocera copiers from California Business Machines under the OMNIA Contract for a 60-month term at an estimated average monthly rate of \$3,742.00, which includes the lease, maintenance and supplies. Funds for the copier lease and maintenance are programmed into departmental operating budgets.

RECOMMENDATION: That the City Council:

1. Authorize the Finance Director to execute an agreement with California Business Machines for the lease and maintenance of 19 Kyocera copiers for a 60-month term; and
2. Authorize the Finance Director to add or delete copiers to this agreement as they are identified, without modifying the terms and conditions of this agreement.

ATTACHMENTS:

1. California Business Machines Quote
2. OMNIA Executive Summary
3. OMNIA Renewal

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



Taking Care of Business for 7 Decades

August 29, 2024 Total Cost Analysis by Department to Lease 18 New Kyocera Copier/MFPs including Service for 21.
 Quoted to City of Porterville using January 2024 County of Fresno Contract # A-24-048 with 5% Discount for Cash or Lease
 By: Teri Brymer, 559-225-5571, Terib@cbmsolution.com

EQ #	DEPARTMENT	KYOCERA MODEL + ACCESSORIES	AVG B/W VOL	MO B/W COST	COLOR VOL	MO COLOR COST	NEW MODEL	60 MO FMV LEASE	DEPT OP. COST	
CP11	F/S OFFICE	TA-5501i+DSDP+LCT+1K FIN+FAX	3,000	\$18.60			TA 4004i	\$109.59	\$128.19	55 to 40 ppm
CP06	ENG	TA-5501i+DSDP+LCT+1K FIN+FAX	10,500	\$65.10			TA 5004i	\$117.53	\$182.63	55 to 50
CP04	COMM DEV HALL	TA-5501i+DSDP+LCT+1K FIN+FAX	4,000	\$24.80			TA 5004i	\$117.53	\$142.33	55 to 50
CP08	FIRE	TA 3501i, DSDP+CAB+1K FIN+FAX	600	\$3.72			TA 4004i	\$99.69	\$103.41	
CP14	AUTO SHOP	TA 3501i, DSDP+CAB+1K FIN+FAX	1,800	\$11.16			TA 4004i	\$99.69	\$110.85	
CP12	FIRE 2	TA 3501i, DSDP+CAB+1K FIN+FAX	300	\$1.86			TA 4004i	\$99.69	\$101.55	
CP02	CD HALLWAY	TA-3051ci+DSDP+LCT+1K FIN+FAX	800	\$4.96	3,700	\$181.30	TA 3554ci	\$123.58	\$309.84	
CP01	PD color/bw	TA-3051ci+DSDP+LCT+1K FIN+FAX	1,200	\$7.44	1,500	\$73.50	TA 3554ci	\$123.58	\$204.52	
CP16	Fin	TA-5501i+DSDP+LCT+4K FIN+FAX	18,500	\$114.70		\$24.50	TA 5004i	\$126.72	\$265.92	55 to 50
CP20	Fire Dept.#1	TA-3051ci+DSDP+LCT+1K FIN+FAX	300	\$1.86	500	\$24.50	TA 3554ci	\$123.58	\$149.94	
CP15	F/S LAB	TA 3501i, DSDP+CAB+1K FIN+FAX	2,200	\$13.64			TA 4004i	\$99.69	\$113.33	
CP18	WW Treatment	TA 3051+DSDP+LCT+1K FIN+FAX	300	\$1.86	500	\$24.50	TA 3554ci	\$123.58	\$149.94	
CP13	Safety Bldg	TA 3051+DSDP+LCT+1K FIN+FAX	300	\$1.86	300	\$14.70	TA 3554ci	\$123.58	\$140.14	
CP21	Lindsay Animal	TA 3051+DSDP+LCT+1K FIN+FAX	800	\$4.96	900	\$44.10	TA 3554ci	\$123.58	\$172.64	
CP22	Literacy	TA 3051+DSDP+LCT+1K FIN+FAX	1,000	\$6.20	2,000	\$98.00	TA 3554ci	\$123.58	\$227.78	
CP23	Fire 1	TA 3252ci + DSDP + LCT + INT FIN + FAX	2,400	\$14.88	1,000	\$49.00	TA 3554ci	\$121.61	\$185.49	
CP24	Fire 1	TA 3252ci + DSDP + LCT + INT FIN + FAX	800	\$4.96	500	\$24.50	TA 3554ci	\$121.61	\$151.07	
CP25	Parks/Liesure	TA 3252ci + DSDP + LCT + 1K FIN	1,700	\$10.54	3,500	\$171.50	TA 3554ci	\$108.59	\$290.63	
NEW	Police	NEW TA 508ci INCL DSDP + CAB + FAX					TA 508ci	\$86.11	\$86.11	ADD-ON 8/8/24
NEWER OWNED										
CP26	Library	TA 6054ci	2,500	\$15.50	2,400	\$117.60		\$0.00	\$133.10	
CP27	Police	TA5054ci	2,700	\$16.74	3,500	\$171.50		\$0.00	\$188.24	
CP28	HR	TA 6054ci	8,400	\$52.08	3,100	\$151.90		\$0.00	\$203.98	

\$3,655.52

CBM CPP M/A Rates - No Minimum Base
 NEW CPP RATES \$0.0062 B/W, \$0.049 COLOR
 OLD CPP RATES \$0.0207 B/W, \$0.152 COLOR
 USED CPP M/A ONLY COST \$3,790.75
 COMPARED TO \$3,741.63 TOTAL COST OF NEW EQ.

64,100 \$397.42 23,400 \$1,171.10

TOTAL LEASE \$2,173.11 (REV. 8/8/24)
 TOTAL CPP \$1,568.52
 TOTAL COST \$3,741.63



Copiers and Printers
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-11

RFP Issued: October 2, 2019

Pre-Proposal Date: October 15, 2019

Response Due Date: November 19, 2019

Proposals Received: 4

Awarded to:  **KYOCERA**

Contract # R191102

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-11 on October 2, 2019, to establish a national cooperative contract for Copiers and Printers

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On November 19, 2019 proposals were received from the following offerors:

- Konica Minolta Business Solutions U.S.A. Inc.
- Kyocera Document Solutions America, Inc.
- Sharp Electronics Corporation
- Toshiba America Business Solutions, Inc.
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Kyocera Document Solutions America, Inc. demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of June 1, 2020.

Contract Highlights:

Kyocera has extensive experience working with state, local and federal agencies. Consistently recognized for manufacturing some of the most reliable print technology in the world. As one of the leading manufacturers of print technologies and managed services worldwide Kyocera continues to grow and expand their solutions offering and assist customers in realizing their specific goals.

As part of Kyocera's normal business process, they maintain multiple HUB plans within states in which they operate in accordance with state guidelines and will support any states requirement for development of HUB Certification.

Contract includes:

Full Kyocera product line of multifunction copier (MFDs) products

Term:

Initial three-year agreement from June 1, 2020 through May 31, 2023 with the option to renew for two (2) additional one-year periods through May 31, 2025.

Pricing/Discount:

Provided discount from MSRP for all products and services.

OMNIA Partners, Public Sector Web Landing Page:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kyocera-document-solutions>



October 27, 2023

Mr. Edward Bialecki
Senior Vice President of Sales
Kyocera Document Solutions America, Inc.
225 Sand Road
Fairfield, NJ 07004
Edward.biaklecki@da.kyocera.com

Re: Renewal Award of Contract #R191102

Dear Mr. Bialecki:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that Kyocera Document Solutions America, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on November 19, 2019, and subsequent performance thereafter:

Contract

Copiers and Printers

The contract will expire on May 31, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com

The partnership between Kyocera Document Solutions America, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

Robert Zingelmann

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Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization to Purchase Specialized Equipment - Headworks Grinders

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) is requesting authorization to replace two (2) headworks grinders that have reached the end of their service life. The grinders are used to remove material from the wastewater stream that could damage or clog pumps and equipment downstream of the headworks. The material removed is washed and compacted to facilitate ultimate disposal. The new grinders will improve the overall efficiency and performance of the treatment system.

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

Duperon	\$200,000
Franklin Miller	\$261,648
JWC Environmental	\$313,932

Duperon has been identified as the vendor submitting the lowest quote for the purchase of the two (2) grinders. The expenditure for the purchase of the grinders, in the amount not to exceed \$240,350, which includes freight, taxes, and ten percent (10%) contingency. Funding is available in the 2024-2025 WWTF Capital Reserve Fund.

RECOMMENDATION: That the City Council:

1. Award the purchase of the grinders to Duperon for an amount not to exceed \$240,350, which includes freight, taxes, and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Duperon for an amount not to exceed \$240,350, which includes freight, taxes, and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Duperon upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Duperon
2. Franklin Miller

3. JWC Environmental

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



DATE: August 22, 2024

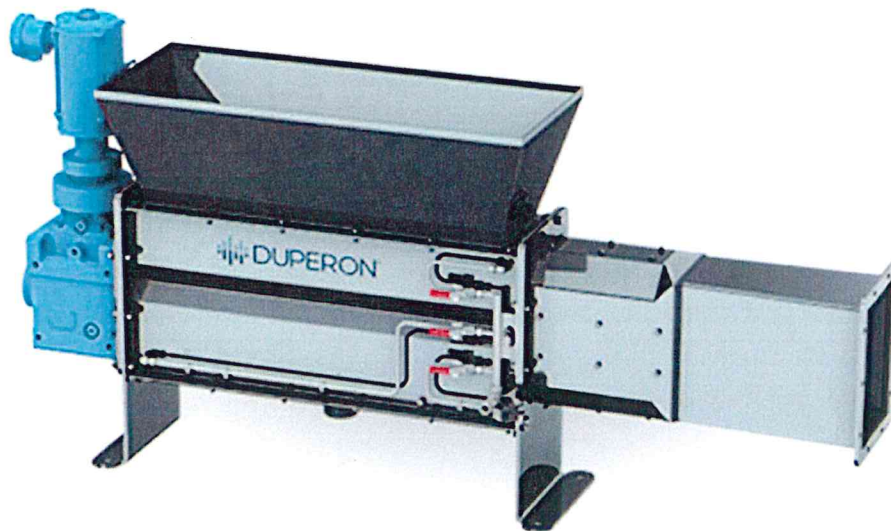
Washer Compactor
Firm Proposal Number P12824 R4
Porterville WWTP, CA

To:
Porterville WWTP, CA

Sales Representative:
Simon Morris
JBI Water & Wastewater Equipment
(916) 642-5500
simonmorris@jbiwater.com

From:
Alex Peruski
Sales Project Manager
Duperon Corporation
(989) 754-8800
aperuski@duperon.com

Steve Macomber
Business Development Manager
Duperon Corporation
(989) 702-1910
smacomber@duperon.com



Thank you for considering Duperon® system solutions for your project. We appreciate the opportunity to provide you with a Budgetary Equipment Scope. Please do not hesitate to contact your Duperon® Team with any questions as we work with you through the design process and ensure a successful project.

Form ES-P19-F04-17

Printed: 8/22/2024 4:38 PM

Scope of Supply:

(1) Duperon® Washer Compactor - Dual Auger Unit – Outdoor Installation

- **Model WC3.D1.5**
 - 1HP Motor and gearbox
 - 5.50 ft from operating deck to top of washer compactor hopper rim
 - 2.23 ft long hopper length
 - 1.45 ft wide hopper width
 - SSTL304 Material of Construction
 - Review from a Professional Engineer with a CA stamp
 - **Reduced Maintenance**
 - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
 - Durable dual auger design eliminates debris wrapping
 - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
 - **Reduced Odor**
 - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
 - **Reduced Landfill Costs**
 - Up to 84% volume reduction
 - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume
 - **Reduced Power Consumption**
 - 1 HP inverter duty motor consumes just 746 watts
 - Requires .75 KWH
- Discharge chute design
- 10.00 ft long discharge chute with required bends and supports
- Water supply and drain criteria
- Non-Clog Flood Washing
 - Utilizes filtered effluent or municipal water
 - Consumes 3 to 10 gallons per minute at 40 to 60 PSI
 - 3.00 inch NPT male drain connection
 - 0.50 inch NPT water supply connection
 - Ball valves and WYE strainer to be provided by others
 - Solenoid valve supplied by Duperon (shipped loose)

Anchors Needed for Washer Compactor:

Anchors Needed (not included in scope of supply –by Others/Contractor):

- 304 SSTL Anchors
 - Anchors for toes and plates
 - 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
 - Minimum concrete depth of 6-3/4 inches

(1) Controls Package, Main Panel

- **NOTE: Per NFPA 820, the main control panel shall not be in an NFPA-classified area.**
- Main fusible disconnect for incoming power 480V/60Hz/3Ph
- Wall mount NEMA 4X SSTL304 enclosure
- Enclosure to be:
 - Located outdoors in an unclassified area
 - Located where temperatures exceed 40°C (105°F) frequently
- Enclosure to provide control for the following equipment



Firm
Proposal Number
P12824 R4

Porterville WWTP, CA

- o (2) Washer Compactor with 1 HP motor driven by AB PowerFlex 525 VFD with panel mounted keypad and line reactor
- Relay Based control, to include
 - o Pilot lights, push buttons and selector switches on front door
 - o Terminal blocks, ETM's, breakers, and relays where required
 - o Hand-Off-Auto selector switch uses PB station in Hand mode
 - o Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
- Enclosure environmental controls and accessories
 - o Heater, fan, thermostat, and rain hoods for fan assembly (NEMA 4X enclosures)
 - o Dead front panel design
- Instrumentation
 - o None, not needed
- Local to equipment mounted devices
 - o (2) Three hole NEMA 4X/7/9 enclosure with E-Stop maintained contact pushbutton, Jog-Reverse pushbutton, and Forward pushbutton

Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) 1 oz. Anti-Seize Lubricant
- (1) 14 oz. grease tube

On Site Technical Assistance for Installation Certification, Start-Up, and Training

- (1) Trip(s)
- (1) Technician
- (2) 8 hour man-day(s) total onsite
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- (6) Hard Copies

Warranty

- One Year Standard material and workmanship

Freight to Jobsite

Price: \$200,000

Price is valid for 30 days.

Submittals: 8-10 weeks after approved purchase order, based on workload

Equipment Ship: 18-20 weeks after approval to release manufacturing, based on workload

Clarifications:

General Clarifications

- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$1200 per day plus travel and per diem expenses. If field service personnel arrive on site as



scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.

- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.
- All anchor bolts require a minimum concrete depth of 1.5 times the embedment
- Compactor one will need to be moved if the motor needs to be serviced

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others
- Ball valves and WYE strainer to be provided by others
- Compactor one will need to be moved if the motor needs to be serviced

Controls Clarifications

- All conduit and field wiring between the equipment
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchors.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the Washer Compactor.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchors by others.
- Discharge system.
- Stilling wells.



Firm
Proposal Number
P12824 R4

Porterville WWTP, CA

Payment Terms:

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 70% Invoiced at time of shipment
- 5% Invoiced upon successful start up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Order Processing:

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to:

Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601
Ph. 800-383-8479
Fax 989-754-2175

Approved for Purchase by:

Signature

Date

Printed Name

Phone Number

Title

Company Name & Address

Purchase Total



Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to any and all Equipment sales by Duperon Corporation, Inc ("Duperon Corporation") to Purchasers ("Purchasers"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of Equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **ACCEPTANCE:** Any prior Duperon Corporation price quotation or pricing letter is for Purchaser's information only. Duperon Corporation shall only be bound by written confirmation of acceptance of the proposal. All Purchaser orders and agreements are expressly conditioned upon assent to these terms and conditions. Terms additional to or different from those in these terms and conditions are rejected. Duperon Corporation and Purchaser agree that these terms and conditions are accepted in good faith by both parties as the controlling terms and conditions notwithstanding Section 2-207 of the Uniform Commercial Code, as enacted. Duperon Corporation's commencement of performance is not to be construed as acceptance of any of Purchaser's terms or conditions. Duperon Corporation may commence performance in reliance on Purchaser's acceptance of these terms and conditions.
2. **SPECIFICATIONS:** The proposal or Equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The Equipment will meet the mechanical specifications as described by Duperon Corporation.
3. **ITEMS INCLUDED:** Duperon Corporation's offer includes only the listed Equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc.
4. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any other Purchaser contract, agreement, or understanding with third-parties and Duperon Corporation's duties are limited to this proposal with Purchaser to which there are no intended third-party beneficiaries.
5. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the Equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
6. **PAYMENTS:** All invoices are net 30 days. Delinquencies and failure to pay after demand by Duperon Corporation are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less, on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Unless specifically stated otherwise, prices quoted are for Equipment only. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received or terminate its contract.
7. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department and its requirements.
8. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
9. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a) The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b) Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
10. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation.
11. **APPROVAL:** If approval of Equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any Equipment shall be such complete approval.

Duperon Corporation Terms and Conditions

12. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for Equipment do not include installation supervision or on-site technical advice. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the Equipment. Purchaser shall at its sole expense furnish all necessary labor, Equipment, and materials needed for installation. Responsibility for proper operation of Equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses. Duperon Corporation shall not be responsible for results in connection with the installation of the Equipment or technical advice not provided or furnished by Duperon Corporation.
13. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of nonacceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of Equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
14. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.
15. **TITLE:** The Equipment shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such Equipment; and upon Purchaser's default, at Duperon Corporation's option, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such Equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.
16. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the Equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.
17. **SHIPMENTS:** Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the Equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the Equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the Equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
18. **WARRANTY:** DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.
19. **PATENTS:** Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said Equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said Equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the Equipment to be non-infringing, b) obtain for Purchaser the license to continue using said Equipment, or c) accept return of the Equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

Duperon Corporation Terms and Conditions

20. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account. If Duperon Corporation stores Purchaser's product upon request, Purchaser agrees to be invoiced, and pay, as if the product shipped according to schedule and all risks incidental to storage shall be assumed by Purchaser. Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.
21. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.
22. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If Equipment installation and start-up is delayed more than 30 days, the storage instructions must be followed to keep WARRANTY in force.
23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of Equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized, nor liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments caused in part by Purchaser's negligence or willful misconduct. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
24. **LIMITATION OF REMEDIES:** Duperon Corporation's liability shall be limited to the obligation to repair or replace only those portions or parts of Equipment proven to have failed to meet in material respect the mechanical specifications as described by Duperon Corporation or for defects in workmanship or materials as described in the Duperon Corporation Warranty in Section 18. Duperon Corporation's cumulative liability in any way arising from or pertaining to any Equipment sold to Purchaser shall not in any case exceed the purchase price paid by Purchaser for said Equipment. IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CLAIMS BASED ON DELAY, OR ANY CONTINGENT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASERS' CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, EQUITY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AT LAW OR IN EQUITY.
25. **FORCE MAJEURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.
26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party. Any terms and conditions of any purchase order or other offer issued by Purchaser in connection with the subject matter of Duperon Corporation's proposal, which are in addition to or inconsistent with these terms and conditions, will not be binding on Duperon Corporation in any manner whatsoever unless accepted by Duperon Corporation in writing.
27. **APPLICABLE LAW AND ARBITRATION:** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any controversy or claim arising out of or relating to the performance of any contract resulting from the Equipment, the proposal, or the breach thereof, shall be settled by binding arbitration filed in Saginaw County, Michigan, in accordance with the Arbitration Rules of the American Arbitration Association and the parties agree to irrevocable personal jurisdiction in Michigan. Judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
28. **NOTICES:** Unless otherwise stated, Purchaser shall deliver notices in writing via certified mail or reputable overnight courier (postage prepaid) to: Duperon Corporation, 1200 Leon Scott Court, Saginaw, MI 48601. Notices delivered in this manner become effective upon Duperon Corporation's actual receipt. Duperon Corporation's notices to Purchaser may be delivered via email, facsimile, ordinary or certified mail, reputable overnight courier, or invoice and are effective when sent.
29. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to affect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties and all others are void. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA
Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 63697

March 28, 2024

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Porterville, City Of
1333 W. Grand Ave.
Porterville, CA 93257 USA
Phone: 559-782-7501

Your Local Representative:
JBI Water & Wastewater Eqt., Inc.
Attn: Simon Morris
Tel: 916-933-5500
email: simonmorris@jbiwater.com

Salesperson:
Nicholas Ilaria, Regional Sales Manager
nilaria@franklinmiller.com

We are pleased to quote on the following:

Project: Copy of SN:9436

Quantity		Description	Price	Totals
2	EA	TASKMASTER® GRINDER, Model TM8520 as follows: - Nom. 8" x 20" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7-Tooth Cam Cutters, 4140 H.T. - 2" Hexagonal Shafting, 4140 H.T. - Mech. Seals - T.C. Seal Faces - Painted 2 Coats Heavy Epoxy Coating - Osha Blue		
2	EA	MOTOR AND DRIVE INCLUDING: - 5HP TEFC C-Face Motor, 230/460V, 3PH, 60 HZ - Gear Reducer - Cycloidal, Vertical Down - Coupling: High Torque Jaw Style - Reducer and Adapter constructed of Iron and Steel		
2	EA	Comb Assembly - For Positive Clearing of spacer area - Slot conforms to arc of tooth for extra clean operation.		
2	EA	SPIRALIFT® SC8500 Screenings Conditioner <i>Screenings Washing Compactor Including:</i> -Tank Housing: Rugged, T304 Stainless Steel Construction -Heavy-Duty Shafted Auger- in Carbon Steel, -Screen: 1/4" Perforated, semicircular reinforced -Compaction zone -Agressive Rotary Center Spray Wash -4" NPT Liquid Discharge -Piped Manifold - Including Solenoid Valves, Piping, fitting with 1" NPT spray wash connections -Elephant Trunk - Tapered Pipe Discharge, T304 SS -Mounting Lugs -Gear Reducer: Shaft Mounted Heavy-Duty Helical Bevel -3 HP Motor: 230/460/3ph/60hz TEFC -Infeed Hopper, T304 Stainless Steel with Spray Wash manifold for receiving screenings		



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Quantity		Description	Price	Totals
2	EA	S270-SC Automatic Controller for Model SC - Nema 4X FRP Enclosure - 230/460 v. 3ph. 60 hz. - Long Life LED Indicators - IEC Contactors - (2) Selector Switches - ON-OFF-AUTO - PLC Logic Control		
2	EA	PN-ENG SEISMIC CALC		

Total Lump Sum: \$261,648.40

Subtotal: \$261,648.40

Freight: \$0.00

Grand Total: \$261,648.40

Prices are Valid Until Saturday, April 27, 2024

Freight & Sales Tax (CA, NY, NJ, MD) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 5/30/2019

1. ENTIRE AGREEMENT

Any order resulting from a Franklin Miller ("SELLER") proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on SELLER unless agreed to in writing upon the parties hereto, their successors and assigns.

2. LIMITED WARRANTY

SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America as may be designated by SELLER. This warranty shall pertain to any part or parts of any goods to which BUYER has, within (12) months after date of shipment given written notice of a claimed defect to the SELLER. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be repaired in place if required for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, at BUYER's, or its nominee's expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages; (2) loss of or damage to BUYER's records or data; or (3) economic consequential damages (including loss of profits or savings) or incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER (SELLER will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty) or not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (b) certain parts which are subject to wear and tear from abrasive action or use thereof; and (c) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing at SELLER's option parts determined by SELLER to be defective. **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US.** In the case of delayed start-up, SELLER shall provide recommended maintenance and long-term storage instructions, including documentation forms which BUYER must complete in order to maintain this warranty. BUYER's failure to adhere to said maintenance instructions for any piece of the equipment shall void this warranty. Further, no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of SELLER. If the BUYER is in default of Clause 6 (Payment of Purchase Price) this warranty is null and void unless reinstated by SELLER.

3. FORCE MAJEURE

The obligation of SELLER hereunder shall be modified or excused for reasons of act of God, war, changes in law or regulations, strikes or lock-outs, fire, breakdown of machinery, or if for any other cause beyond SELLER's control, including supplier delay, the goods cannot be delivered, or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by SELLER. In no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

4. DELIVERY

(a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000). Delivery to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER. Delays by BUYER, Owner, or the engineer of the BUYER or Owner in furnishing necessary technical information or documents, or delays caused by order modifications requiring additional production time, shall result in a corresponding postponement of the delivery date.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS

Any claims of shortage or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE

(a) Time of payment is of the essence under this contract. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

(b) **TERMS OF PAYMENT** - All orders are subject to credit approval by the SELLER. Payment terms are as stated in SELLER's quotation. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rata amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (18% per annum) will be added to the outstanding balance computed from date of shipment. All costs of collection will be added to the outstanding balance including legal fees and court costs. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

7. SECURITY INTEREST AND TITLE

In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER or its assigns until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE

The prices on the products specified are exclusive of all city, state or federal taxes. BUYER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, SELLER will invoice for the New Jersey Sales Tax on all items sold in New Jersey. SELLER is not authorized to collect sales tax for any other jurisdiction.

9. MODIFICATIONS AND CANCELLATION

The parties may agree to modify project plans or specifications provided BUYER pays SELLER for engineering time, materials costs, and other expenses relating to the requested modification. An order, once placed with and accepted by SELLER can be canceled only with SELLER's consent and upon terms that will indemnify SELLER against loss.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS

DATED 5/30/2019

10. STOP WORK ORDER OR DELAY:

If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by BUYER for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.

11. MISCELLANEOUS PROVISIONS

(a) If for any reason a provision of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect; (b) Any amendment to any contract or contracts shall require the consent in writing of both parties; and (c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

12. BUYER'S RESPONSIBILITY AS TO MAINTENANCE

BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order. Further, BUYER shall obey and have its employees, subcontractors and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with respect to any personal injuries or property damage directly or indirectly connected with the operation of the equipment. BUYER agrees to notify SELLER promptly and in any event not less than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damages and to cooperate fully with SELLER in investigating and determining the causes of such accident.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT

Nothing herein shall be deemed to require SELLER to accept equipment for repair, modification or alteration unless the units have first been cleaned and decontaminated.

14. NOISE LEVEL REQUIREMENTS

Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise level requirement, testing will be with no product fed to the machine and FMI will provide a quotation for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS

Although SELLER's machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED

Prices quoted include the required number of manuals set forth in the specifications. If not stated, SELLER shall provide its standard Operations and Maintenance Manuals. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION

BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "Bodily injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or

contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

18. TRADEMARKS AND COPYRIGHTS

BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS

SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER

Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW

Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS

If BUYER approval is required of the SELLER's submittals, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the description on the SELLER's original proposal. SELLER will provide equipment, spares and data in accordance with the approved submittals.

23. STANDARD PRODUCTS

All of SELLER's machines are built to best commercial practices and as part of its standard product line, which may be modified to meet BUYER's specifications. However, no manufacturing drawings or procedures, formal inspection plans, schedules, progress reports, welding procedures, quality control plans, or sub-supplier information, will be supplied. Erection, safety, operation and maintenance instructions are contained in SELLER's manual to be supplied with the machines.

24. SIZES AND DIMENSIONS

The samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION

Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress for other undisputed breaches by the purchaser of the contract of sale, may be brought by the SELLER before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining of the American Arbitration Association.

26. FORUM.

ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. BUYER hereby agrees that service of process sufficient for personal jurisdiction in any action against BUYER in the State of New Jersey may be made by registered or certified mail, return receipt requested, to BUYER at its address as provided by BUYER. BUYER hereby acknowledges that such service shall be effective and binding in every respect.



JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 1

Quote # 71302

Please address Purchase Orders to:
JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
USA
Fax: 714.242.0240

To	Misco Water (Pacific) 5976 W Las Positas Blvd Ste 226 Pleasanton, CA 94588-8506 US - UNITED STATES	Rep Phone	Misco - Pacific 925-225-1900
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We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	Porterville, CA	Bid Date	
Quote Date	07/01/2024	FOB	Origin
Submittals	6 weeks after receipt of order	Expire Date	09/01/2024
Ship Equipment	12 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer			
Spec. Section			

LINE ITEMS

Line No	Qty	Part/Description
1	2	SCREENINGS WASHER MONSTER SWM3018-SS Screenings Washer Monster System suitable for handling up to 50 ft ³ /hr of screenings material as delivered by a continuous-feed, open-channel screenings extraction system. Scope of supply to include: * 304 stainless steel inlet hopper (38" w x 30" d x 14" h) with pull-cord safety switch, spray wash assembly, manual & explosion-proof solenoid valves (recommended wash water supply: 30 gpm at minimum 30 psi in 1" line) * 30001-0018 Muffin Monster with 18" cutter stack using 11-tooth cam cutters in 4130 alloy steel, cleanout combs (both sides), tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & side rails, 29:1 speed reducer and 5 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor * 304 stainless steel tank with 1/4" perforated screen, 12" dia. alloy steel spiral with nylon brush, 60 deg. discharge elbow, 1250 mm (49") tapered discharge tube, stainless steel spray wash assembly with manual ball & bronze explosion-proof solenoid valves, qty. 2 - 4" NPT liquid drain connections, 155:1 right-angled speed reducer, 3 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor coated with green epoxy paint PC2350 motor controller in a NEMA 7 enclosure accepting 460v/3ph/60Hz input power, includes NEMA starters with over-current protection, jam-sensing current transformers, micro-PLC with operator interface Four (4) Operation and Maintenance manuals



Quote # **71302**

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Page: 2

Comments

1. See attached standard JWC Terms and Conditions of Purchase.
2. Standard one year warranty is included.
3. One (1) day of start-up supervision by JWCE is included.

Clarifications and Exceptions

1. Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.
2. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
3. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

Authorized JWC Environmental Signature Jon Kimler



Quote #

71302

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 3

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above,

**JWC Environmental**

2850 S. Red Hill Ave. Suite 125

Santa Ana, CA 92705

Phone: 949.833.3888

Toll Free: 800.331.2277

Fax: 714.242.0240

Page: 4**Quote #****71302**

any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization to Purchase HVAC for Porterville Navigation Center

SOURCE: Parks and Leisure Services

COMMENT: The Porterville Navigation Center in Porterville is located at 140 South C Street. The Porterville Navigation Center provides emergency housing, bridge housing, and services for individuals experiencing homelessness in the community. The main quarters in the facility is in urgent need of a new heating, ventilation and air conditioning (HVAC) unit. The existing air conditioning unit is out of service. The replacement is critical for maintaining the health and well-being of those served by the center, and to ensure a safe and healthy environment for all clients, as it impacts overall living conditions. Quotes for a new HVAC unit were solicited with the results as follows:

559 Heating & Cooling	\$12,600
Tam-N-Tj'z Cooling-N-Heating Inc.	\$17,000
Sam's Air Conditioning and Heating	\$17,825

Given the urgent need for replacement and the quotes received, 559 Heating and Cooling, offers the most competitive price at \$12,600. The purchase of the HVAC unit is recommended to come from ARPA funds.

RECOMMENDATION: That the City Council authorize the purchase of a HVAC unit from 559 Heating & Cooling for \$12,600.

ATTACHMENTS: 1. HVAC Quotes

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

559 HEATING & COOLING

P.O. Box 743
Lindsay, CA 93247
Ph. (559) 359-6521, Ph.(559) 586-0412
CSLB # 1023559

August 24, 2024

**Porterville Welcome Center
140 S C. St
Porterville, CA 93257**

Scope of Work

HVAC package unit wall mount unit change-out. Remove existing unit, leave existing wall stand, install new duct adapter, seal ductwork around plenums, and set new unit on the wall support stand and make all appropriate connections (electrical connection new 60-amp fused disconnect box, thermostat connection, drain line connection) to start up unit for operation, test run heating and cooling modes to ensure proper operation.

Equipment & Materials

We Will Provide and Install the Following, One Eubank 14 SEER 4-Ton wall mount package heat pump unit, electrical connection with new 60 amp service disconnect box, PVC drain line, thermostat connection, duct adapters, metal and flexible duct, misc. hardware, crane fee, EPA fee, Tax, and labor to install.

Warranty

One Year Warranty on Labor through 559 Heating and Air Conditioning One Year factory Warranty on all Parts* Five Year factory Warranty on Compressor* Limited lifetime factory Warranty on Heat Exchangers. * Extended Warranties are available, maintenance on unit is required for warranty to be valid, some restrictions apply**

THE CONTRACT PRICE

This estimate applies only to the job described above. Owner shall pay Contractor the fixed sum of \$12,600.00 (the "Contract Price") for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties. This estimate does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun. Payment in full is due after installation. Please note that the above totals are the CASH price. (Cashier's Check and Money Orders are acceptable forms of payment.) Credit cards will be accepted, for an additional 3% convenience fee. (Visa™, MasterCard™, or Discover™ are accepted) This estimate is subject to change after 30 days. Financing is available through FTL Financial.

Accepted by: (owner) _____ Date: _____

Proposed by: M. Zavala Date: 08/24/2024
Mike Zavala, Projects Consultant

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTION REGARDING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS STATE LICENSE BOARD
3132 BRADSHAW ROAD
SACRAMENTO, CA. 95826

WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS. YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY, AFTER THE DATE OF THIS TRANSACTION.

UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, MATERIAL MAN, OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY AND IS NOT PAID FOR HIS LABOR, SERVICES, OR MATERIAL, HAS A RIGHT TO ENFORCE HIS CLAIM AGAINST YOUR PROPERTY. UNDER THE LAW, YOU MAY PROTECT YOURSELF AGAINST SUCH CLAIMS BY FILING, BEFORE COMMENCING SUCH WORK OF IMPROVEMENT AN ORIGINAL CONTRACT FOR THE WORK OF IMPROVEMENTS FOR A MODIFICATION THEREOF IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY WHERE THE PROPERTY IS SITUATED AND REQUIRING THAT A CONTRACTOR'S PAYMENT BOND BE RECORDED IN SUCH OFFICE. SAID BOND SHALL BE IN THE AMOUNT NOT LESS THAN FIFTY PERCENT (50%) OF THE CONTRACT PRICE AND SHALL, IN ADDITION TO ANY CONDITION FOR THE PERFORMANCE OF THE CONTRACT, BE CONDITIONED FOR THE PAYMENT IN FULL OF THE CLAIMS OF ALL PERSONS FURNISHING LABOR, SERVICES, EQUIPMENT OR MATERIALS FOR THE WORK DESCRIBED IN SAID CONTRACT.

ACCEPTANCE

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIAL AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL FOR WHICH AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, IN THE SUM OF \$ 12,600.00 TWELVE THOUSAND SIX HUNDRED DOLLARS.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERNATION OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND CONTROL. THE OWNER WILL CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

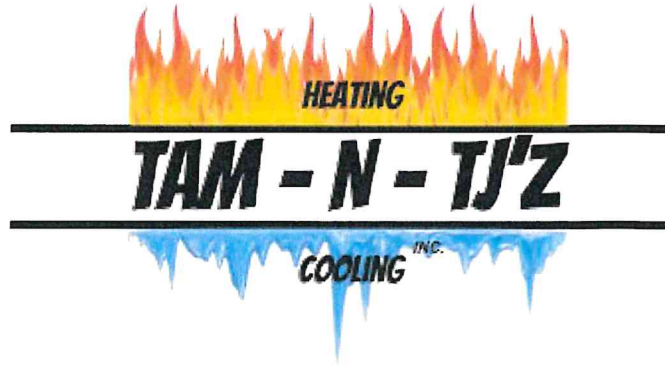
Accepted by: _____ Date: _____

Estimate

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

"Your comfort is our business"

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



Prepared for: City of Porterville (Global Center)

Jobsite: 140 south c street

Technician Name: Tam/TJ

Email: tamntjz2020@gmail.com

Date: August 26, 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 old equipment. We will then install a new 3.5 ton Bard heat pump. We will connect to existing ductwork and electrical. We will test run heating and cooling cycles to ensure everything is working in a proper manner.

Total Price: \$17,000

***** WARRANTY *****

5 Year Parts

2 Year Labor

This estimate is good for 30 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.

Estimate Valid for 30 days



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

Lic# 1015785	
Date	
8/28/2024	

Name/ Address
City of Porterville/ Old Citrus High School 140 S C Street Porterville Ca 93257 559-333-0588

Project: estimate

Description	Total
To remove existing equipment board unit 3.5 ton from the side of the building anre install new equipment with new electrical disconnect and new breaker sealing any air leaks on the outside and anything needed to accommodate new unit	\$17,825
To repair existing unit replacing compressor and reversing valve Adding new freon and pressurising sistem to ensure there are no leaks repair only comes with 1 year parts warranty and 90 days labor warranty **Unit is available for a short amount of time. If unit is not available by the time of approval we will need to get a different unit that has A2L refrigerant and the cost will be different	\$6,250



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization to Distribute a Request for Qualifications for a Permitting Software System

SOURCE: Engineering and Project Management

COMMENT: The City's Engineering and Project Management Department is tasked with accepting & monitoring the full permitting process for the City of Porterville. Staff has prepared a Request for Qualifications seeking qualified vendors to provide for a fully integrated permit tracking software system that will support both online and mobile functionality.

This system will streamline the processing of various types of permits, including but not limited to; building permits, building inspections, engineering permits (such as encroachment and grading permits), etc. The goal is to enhance operational efficiency, improve service delivery, and facilitate an improved and more transparent interaction with customers.

Staff will present the results of the ranking to Council for approval and authority for staff to negotiate a fee with the firm selected from the process.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Qualifications for a Permitting Software System and to negotiate a fee with the highest ranking firm.

ATTACHMENTS: 1. Draft Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR QUALIFICATIONS

Permitting Software System

PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
September 2024

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) from qualified consultants/firms (hereinafter referred to as "CONSULTANT") to compile and implement a comprehensive permitting software system.

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

II EXAMINATION OF SOQ DOCUMENTS:

By submitting an SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

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

IV SOQ REQUIREMENTS:

SOQs for this project will be accepted at this office until 4:00 p.m., on Thursday, October 3, 2024. Three (3) copies of the SOQ shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for Permitting Software System." Cost proposals shall not be submitted until requested by the CITY. SOQs shall be addressed to:

Sarah Torres
Engineering & Project Management Department
City of Porterville
291 N. Main Street
Porterville, CA 93257

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

V PRE-CONTRACTUAL EXPENSES:

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) Preparing and reproducing its SOQ in response to this RFQ; 2) submitting its SOQ to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's SOQ; 4) other matters prior to the date of award of a Contract.

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of SOQs. Pre-contractual expenses shall not be included in the cost proposal.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the SOQ entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

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

VIII LOCAL AGENCY REPRESENTATIVE:

Sarah Torres, Building Permit Technician, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

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

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

*All must provide a combined single limit (CSL) of not less than \$2 million per occurrence.

X INDEMNIFICATION:

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

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

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

XIII SOQ EVALUATION CRITERIA:

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

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

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

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The top three (3) highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team to determine the top rated firm. However, in the event one proposal is clearly superior to all other proposals, the CITY reserves the right to eliminate the oral interview process and present their recommendation to the City Council based solely on the rating of the proposals. The Engineering & Project Management Director shall make a recommendation to the City Council to award a contract to the top rated firm.

The City Council, at its sole discretion, may choose to accept staff's recommendation, or may choose to award a contract to another consulting firm, or may choose not to award a contract as this time. The Contract will be a written Service Agreement between the Consultant 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 RFQ package. Please indicate on the transmittal letter the firm's ability to comply with the Service Agreement provisions, including insurance coverage.

XV COST PROPOSAL:

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

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANT shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's SOQ and cost proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a SOQ (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The chosen CONSULTANT is expected to be presented at a City Council meeting scheduled for October or November 2024. Issuance of this RFQ and receipt of SOQs 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 SOQs received in response to this RFQ, and cancel any or all portions of this RFQ and resulting Contract.

XVII COMPENSATION:

- A. All items of work required for completion of the project/s to result from this RFQ shall be paid for following the cost proposal format specified in each task order request. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's SOQ), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.

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

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX SOQ FORMAT AND CONTENT:

SOQs shall be brief and include a concise address of the following information:

A. *Firm Experience:*

1. Provide a list of at least three (3) prior projects completed in the last five (5) years, in which the firm provided relevant services similar to this assignment, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. *Consultant Team:*

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

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal for modified personnel.
2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.

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

C. SOQ Format:

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. SOQs should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response addressing each of the items, 'a' through 'p', as shown in the City's "Consultant Selection Rating Form"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

CITY OF PORTERVILLE
REQUEST FOR QUALIFICATIONS (RFQ) FOR SOFTWARE PERMITTING SYSTEM

The City of Porterville seeks “Statement of Qualifications” (SOQs) from qualified vendors to provide a fully integrated permit tracking software system. This system will streamline the processing of various types of permits, including but not limited to building permits, building inspections, engineering permits (such as encroachment and grading permits), and more. The City aims to enhance operational efficiency, improve service delivery, and facilitate better interaction with citizens. The City is seeking a system that will support both online and mobile functionality to ensure a robust citizen portal. Accordingly, the following is intended only as a guide for submission of the Scope of Services to be included in the proposal.

At a minimum, all Vendors shall submit a “Statement of Qualifications” (SOQs) responding to the entire Scope of Services. However, vendors may recommend changes and include alternatives to the Scope of Services if (1) additional tasks are required by laws or regulations, (2) tasks below are not specifically required by laws or regulations, or (3) tasks below can be modified to meet the City above stated objectives.

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

SCOPE OF SERVICES:

The selected vendor will be responsible for providing a software solution that includes, but is not limited to the following functionalities:

1. Comprehensive Permit Tracking

- Capable of managing and tracking all permits.
- Include functionality for application submission, processing, and tracking status.
- Track and generate reports for all building permit activity including inspection scheduling and status.
- Allow real time inspections results that would be made available publicly to all users.
- Provide on-line tracking capabilities for all permit applications from permit submission to permit issuance.
- The system should provide visual workflow status that is apparent to both the customer and internal staff.
- The City desires a dating functionality that would alert permit holders and staff of pending expiration of permit(s).

2. Online and Mobile Functionality

- Provide a user-friendly portal for citizens to apply for permits, track status, and access relevant information.
- Mobile functionality to allow access and management from smartphones and tablets.
- Mobile application functionality that would allow staff the ability to conduct and input inspection data in the field. This would require the ability to quickly access approved plans, contact details for the owner, applicant, contractor or complainant, and the ability to take and attach pictures to field inspection reports. Field inspectors should be able to input fees and adjust accounts for situations such as missed inspections/no-shows and unpermitted work.
- Mobile application functionality that would allow the ability to flag a property or parcel with a “Stop Work” directive and impose penalties fees on designated properties.
- The ability for inspectors to see a map of their daily inspections.
- The product is expected to provide a positive customer user-friendly experience for both staff and public with a well-designed website, straightforward and logical user interface. The average public user should be able to access and use the online services provided with ease.

3. Parcel-Based System with GIS Capabilities

- The system must be parcel-based with GIS capabilities and offer ESRI ArcGIS integration.

4. Product Features

- Incorporate permit fees, development impact fees and potentially generate a fee estimate prior to submission.
- Software must allow the City the ability to export data and information from the system in a common and accessible format to accommodate public records requests or in the event that service is terminated.
- The software is expected to generate and compile mandatory annual reporting data required by the State of California, such as the production of accessory dwelling units, approved landscaping square footage, and housing construction data.
- Provide licensing functionality including contractor with CSLB licensing that can be integrated into the permitting process.
- The City desires automated reports that can be emailed on a pre-defined schedule.
- Software must retrieve data by searching any parameter, including permit#, contractor, address, scope of work, etc.
- The platform is expected to securely store and access all necessary digital files.
- The software is expected to have the ability to cross-reference information and files across all modules (planning, building, engineering, fire, etc.) without needing to purchase or install additional third-party products and services.
- The product is expected to be flexible and customizable to accommodate all permit types across multiple departments.
- The user interface is expected to utilize a logical workflow that serves as a progress chart.
- It is expected that the public website portal and mobile app(s) hosted by the product vendor comply with the U.S. Department of Justice’s Web Content Accessibility Guidelines (WCAG).

5. Implementation Services, including but not limited to

- The software vendor is expected to provide software setup, customization, and implementation services of product.
- The vendor is expected to be able to incorporate existing intake checklists, templates and application forms into the software product and provide assistance with development of any necessary new or modified forms and procedures.
- Testing, including acceptance testing.
- Provide comprehensive support and training for city staff to effectively use the system. Ongoing resources to train new users and update existing users are expected to be available.
- Data migration from old system to new system with functionality of any open permits.
- The selected vendor is expected to provide ongoing support and update services for the duration of the product's use.

6. Cloud-Based Hosting and Data Storage

- The City of Porterville is seeking a product vendor to customize, implement and host the permit software in a secure, cloud-based environment. The City requires outside assistance with the hosting, maintenance and management of any software product and service.
- Vendors are expected to provide a guaranteed percentage of uptime for access and solid track record of reliability.
- The software product must be accessible through a web browser with a secure log-in and password portal. Users should be able to have accounts assigned to them with varying levels of customized authorization for access privileges.
- Date and user interface must include industry-standard encryption and security features in order to prevent unauthorized access and provide frequent secure data backup.

7. Additional Requirements

- The selected vendor must be to provide and explain their services and the costs involved in a transparent manner. The methodology for invoices, billings and payment to the vendor is expected to be reliable and consistent from year to year.
- It is expected that the costs related to hosting services and unlimited bandwidth and data storage are included in the contract. If these are not included and are separate or itemized costs, vendors shall produce clear terms and explanations for their pricing.
- Ongoing software maintenance and warranty services must be clearly explained and provided. It is expected that software updates will occur during the lowest time periods of usage and not during business hours.
- The selected vendor is expected to provide ongoing support and update services for the duration of the product's use.
- Training for support staff, end users, and administrators is expected to be provided upon implementation and included in the cost. Ongoing resources to update existing users and add new users are expected to be available when needed.

8. Payment Processing

- Software must directly integrate with third party credit card processing center, Paymentus and/or Stripe, and contain cash register functionality for processing of payments. Payment processing must contain audit mechanism to track payment overrides and nuanced user rights that limit users who can override payment structures. Must integrate with cash drawer functionality of Tyler Incode 9 & 10.

9. References and Case Studies

- Must be able to supply appropriate client references that may be contacted by the City for background information and to verify qualifications.

All records and documentation produced by the vendor become property of the City.



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization to Execute an Agreement for Golf Course Management Services

SOURCE: Parks and Leisure Services

COMMENT: At its meeting on June 18, 2024, the City Council authorized staff to publish a Request For Proposals (RFP) for golf course management services. On August 6, 2024, City Council authorized staff to negotiate a contract with Mr. Casey Butler, for a five (5) year contract.

The draft agreement (attached) provides a sharing of green fees and cart rental fees. The draft agreement includes a revenue share of 22% of green fees, monthly and yearly tickets, lockers, and 25% of cart rental fees. The operator will have exclusive rights to operate the Pro Shop, driving range, food concessions, and to provide golf lessons. The draft agreement states that the operator will procure and maintain in force throughout the term of the agreement insurance policies insuring the operator and the City against public liability and property damage in amounts required by the City. The operator is to provide monthly revenue and play data to the City. The draft agreement states that if at the end of the current five (5) year agreement the City Council is satisfied with the Operator's performance up to that time, the Operator shall have the option to renegotiate the terms of the agreement for an additional five (5) years, provided the parties can mutually agree upon the terms for renewal.

The operator has paid for enhancements to the facility under the prior agreement in an effort to provide a more enjoyable experience for the public, including installing individual driving range locations, and creating a family entertainment game room within the Pro Shop. The youth golf program has grown under the direction of Mr. Butler, as has the number of local high school golf teams that utilize the facility.

RECOMMENDATION: That the City Council:

1. Authorize staff to execute a golf course management services agreement with Mr. Casey Butler subject to the City Attorney's approval; and
2. Authorize the Mayor to sign all contract documents when completed.

ATTACHMENTS: 1. Golf Agreement 2024

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

PORTERVILLE MUNICIPAL GOLF COURSE

OPERATING AGREEMENT

THIS AGREEMENT, entered into at Porterville, California, by and between the CITY OF PORTERVILLE, a Municipal Corporation of the State of California, hereinafter called "City," and Casey L. Butler, hereinafter called "Operator."

RECITALS

WHEREAS, the City is the owner of a public golf course located within the City of Porterville and known generally as the Porterville Municipal Golf Course; and

WHEREAS, the City maintains said golf course for the purpose of making available to the general public the facilities thereon; and

WHEREAS, in the operation of said golf course, the City desires to make available public food service, professional golfing instruction and other services related to golfing hereinafter set forth; and

WHEREAS, Operator desires to undertake and to perform the services set forth above and other services as hereinafter set forth; and

NOW, **THEREFORE**, it is agreed between the parties hereto as follows:

1. **Operator's Rights and Obligations.** The City grants to Operator, and Operator hereby accepts, the following exclusive right pertaining to the Porterville Municipal Golf Course, with accompanying obligations:

- a. Right to sale of food, soft drinks, and wine and beer. Operator shall be responsible for obtaining requisite ABC License at his sole cost and expense.
- b. Right to sale of golf equipment and miscellaneous merchandise incidental to the game of golf.
- c. Right to rent City golf carts, golf equipment and other equipment incidental to the game of golf.
- d. Right to provide golfing services such as professional golf instructions and professional golf lessons, driving range, conducting of tournaments and similar competitions.

- e. Operator shall instill and maintain positive customer service and a people-oriented approach to the operation of the course.
- f. Operator is to provide, from time to time, recommendations to the City regarding any suggested adjustments to the existing course fees that will enhance both play and revenue.
- g. Operator is to maintain regular communications with the City's Parks and Leisure Services Director, or designee, regarding all operations and evaluation of all programs and promotional efforts.
- h. Operator's programs and promotional efforts shall target juniors, ladies, seniors, and new golfers.
- i. Operator, with concurrence of the City's Parks and Leisure Services Director, shall have the authority to conduct special programs and promotions at reduced fees, which shall be intended to increase play 1) during off-peak hours, and 2) targeted groups. Operator, throughout the term of this agreement, shall remain Certified by the United States Golf Teachers Association.
- j. Operator shall conduct activities under this agreement in manners that respect the goals of the City to achieve fiscal sustainability of the course, as well as promoting golf play.
- k. Operator shall assume responsibility, and relieve the City of all liability for any damages or personal injuries incurred, resulting from the presence of spectators allowed on the course under the age of twelve (12) years, including any actions of such spectators.
- l. Operator shall provide monthly revenue and play data to the City in a spreadsheet format provided by the Director of Parks and Leisure Services.

All of the above specified uses hereby granted under the terms of this agreement shall be permitted, carried on and exercised at locations approved by the City Manager of the City of Porterville, or his designated representative, and at no other place or location than the Porterville Municipal Golf Course.

2. Term. The term of this agreement shall be five years commencing on September 3, 2024. At the end of five years, provided that Operator is not in default, and further provided that the City Council of the City of Porterville is satisfied with Operator's performance up to that time, Operator shall have the option to renegotiate the terms of this agreement for an additional five (5) years, provided the parties can mutually agree upon the terms for renewal.

3. Rules and Regulations. Operator agrees to exercise all rights herein granted subject to, and in accordance with, the rules and regulations of the City Council of the City of Porterville that are now, or may hereafter be, in effect; and the City Manager, or his designated representative, shall provide supervisory control, direction, and enforcement of such rules, regulations, and other terms and conditions of this agreement on behalf of the City of Porterville. The rules and regulations to be enforced on the golf course by Operator, include, but are not limited to, the following:

- a. Use of proper etiquette by golfers, including allowing faster players to play through, leaving the green immediately when completing a hole, control of under-age spectators allowed on the course, avoiding practice swings which will damage the course, smoothing holes and footprints left in sand traps, replacing divots, repairing damage to greens such as ball and spike marks, and the proper movement of riding and/or pull carts. Operator, or his designee, agrees to physically marshal the course by inspecting play on the course from time to time.
- b. Operator shall act as starter in conducting starting times, with priority for groups and ensuring that all players register prior to playing on the course.

4. Condition of Premises. At the end of the term of this Agreement, or at its earlier termination for any reason whatsoever, Operator agrees to deliver possession of any part of said Municipal Golf Course utilized by Operator, and to clean and restore said premises in a condition satisfactory to the City of Porterville.

5. Insurance. Operator agrees that he or she will procure and maintain in force throughout the term of this Agreement insurance policies insuring Operator and the City against public liability and property damage in the following minimum amounts, to wit:

- a. Comprehensive form of commercial general liability, which shall be primary as respect to the City of Porterville, with aggregate limits not being reduced by prior claims, and naming the City of Porterville, its officers, employees, agents and assigns, as additional insured, in at least the following amounts:
 - i. Bodily injury, including death to one or more persons, each occurrence: \$1,000,000.00.
 - ii. Products/completed operations hazard, each occurrence: \$1,000,000.00.
 - iii. Damage to property, each occurrence: \$100,000.00, with no deductible.
 - iv. Liquor Liability: \$1,000,000.00.

- b. Workers' compensation insurance, conforming to all applicable statutory limits, and covering all employees of Operator.

All insurance shall be carried with insurance companies having a Best rating of not less than A:VII, and which are admitted and authorized to do business in the State of California by the Insurance Commissioner of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried, shall be deposited with the City Clerk of the City immediately upon the execution of this Agreement. Should the required insurance coverage, for any reason whatsoever, be cancelled, the insurer is required to provide the City with thirty (30) days notice of such cancellation.

6. Indemnification. Operator hereby agrees, to the fullest extent permitted by law, to hold the City, its elective and appointive boards, and its officers, agents and employees harmless from any liability for damage or claims or damage, for personal injury, including death, as well as from claims for property damage which may arise from Operator's operations under this Agreement, or by any one or more persons directly or indirectly employed by, or acting as agent for, Operator. Operator agrees to, and shall, indemnify and defend the City and its elective and appointive boards, officers, agents, and employees from any claims or actions at law or in equity for damages caused, or alleged to have been caused by reason of any of the aforesaid operations, provided as follows:

- a. That the City does not, and shall not, waive any rights against Operator which it may have by reason of the aforesaid hold harmless agreement or because of the acceptance by the City, or the deposit with the City by Operator of any of the insurance policies or certificates of insurance described in this agreement; and
- b. That the aforesaid hold harmless agreement in favor of City shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reasons of any of the acts of Operator regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. Additional Rights and Duties of Operator. Operator further agrees as follows:

- a. Not to assign or sublease this Agreement, or any part thereof, without the written consent of the City first hand and obtained, which consent may be withheld by the City at its sole discretion, and the consent to one assignment or one subletting shall not be construed as a consent to any further assignment or subletting.
- b. To pay the costs of janitorial services inside the clubhouse and locker room, and the cleaning of windows (inside and outside).

- c. Not to violate, permit or suffer the violation of any law, regulation or ordinance of any political subdivision in effect at said premises.
- d. To provide all office supplies necessary for day-to-day operations. To pay the cost of telephone services utilized by Operator at said premises. The City will provide credit card processing equipment and telephone service.
- e. To maintain the driving range to include regular trash and ball pick up. The City is responsible for perimeter fencing. The City is to mow and provide irrigation water and reserves the right to curtail the driving range irrigation during a water emergency.
- f. To rent golf carts to the public. The Operator shall receive a percentage of gross revenues for renting the carts. The City shall be responsible for major maintenance of the City-owned/leased golf carts. The Operator will be responsible for cleaning of the carts and minor preventative /routine maintenance, and reporting cart repair needed to appropriate maintenance staff.

8. **Waste and Nuisance.** Operator shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of the neighborhood or citizens utilizing said golf course.

9. **Premises.** Operator warrants that he has inspected the premises and accepts them in their present condition and “as is.” Operator may from time to time, at his own cost and expense, make alterations to the premises provided Operator obtains from the City prior written approval of said alterations and after obtaining any other permits or licenses as required by law.

10. **Food Services.** In the exercise of this agreement, Operator will provide food, including, but not limited to, hot sandwich or similar service as well as beverage service to the public during that period of time which coincides with the hours of golf play at said Municipal Golf Course. Operator may also provide said food and beverage service at other times in accordance with the regulations and approval of the City. In this regard, Operator shall, at his sole cost, provide all necessary fixtures and equipment for the purpose of supplying said services.

11. **Course Management.** Operator shall, at all times when the Golf Course is required to be open to the public, and subject to the supervision of the City Manager of the City of Porterville, or his designated representative, perform those duties required of the manager of said Municipal Golf Course.

12. **Compensation.** For the services of Operator as professional-manager of said golf course, the City agrees to pay to Operator as consideration the following:

- a. Twenty-two percent (22%) of all fees collected for lockers, monthly and yearly tickets, green fees.
- b. Twenty-five percent (25%) of all cart fees collected.
- c. All revenue generated from the pro shop, restaurant, pull-cart and club rentals, driving range, lessons, food, and beverage sales.

Operator is also entitled to complimentary play for himself and up to three regular employees.

Operator is not an employee of the City of Porterville, and is therefore ineligible for vacation, sick leave or retirement benefits that may now, or hereafter, be available to employees of the City of Porterville. However, Operator will continue to receive the basic consideration as set forth above, although Operator's absence from the premises may occur from time to time for reason of sickness or vacation. Notice of vacation absences shall be given in advance to the Parks and Leisure Services Director, or his Leisure Services Director, or his designee. Said consideration provided for in this paragraph shall be paid to Operator by the City monthly on the basis of the revenue as set forth and received from the preceding month. All funds received at the course will be operated through the City's cash register for accounting purposes.

13. Business License. Prior to conducting any business as contemplated herein, and at all times during the term of this agreement, Operator shall secure a business license from the City of Porterville and provide proof of such license to the Director of Parks and Leisure Services for the City of Porterville.

14. Days of Operations. Operator agrees that the golf course shall be open for use six (6) days a week, and shall be opened every Monday that is declared to be a state and/or local holiday, except the course will not be open on the following holidays, whether falling on a Monday, or otherwise: Thanksgiving Day, Christmas Day and New Year's Day. Notwithstanding the foregoing, the Operator shall have the discretion to close the course from time to time due to poor course conditions resulting from inclement weather. Furthermore, notwithstanding the foregoing, the Operator shall have the discretion, in consultation and concurrence of the Parks and Leisure Services Director, to open the course on Mondays for special programs and tournaments.

15. Termination. This Agreement with Operator is in consideration of the services that Operator shall perform as the professional-manager of the Porterville Municipal Golf Course. In the event that any of said services required by Operator are terminated, then this Agreement may, at the option of the City, be terminated and cancelled *pursuant to Section 22 below*. In the event Operator breaches or fails to comply with any terms or conditions of this agreement, then, at the option of the City, this agreement shall be terminated, and Operator shall immediately surrender possession of any premises and/or rights herein granted.

16. Independent Contractor. With respect to the performance of the duties and

obligations arising under this Agreement, it is mutually understood and agreed that Operator will be acting as an independent contractor. Nothing in this agreement is intended, nor shall be construed, to create a partnership, an employer/employee relationship, a joint venture relationship, or any other relationship between Operator and the City.

17. **Annual Audit.** The Operator will annually transmit to the City an annual summary detailing player demographics, rounds of golf play, cart rental and driving range activity, clinics conducted, and all revenues received by Operator through exercise of this Agreement, within 60 days after the close of each fiscal year during the term of this contract.

18. **Background and Drug Testing.** Alcohol and drug testing is a condition of approval for this agreement. The Operator shall submit to an alcohol and/or drug test conducted by the City Physician at the City's expense. The Operator shall submit immediately to an alcohol and/or drug screen test when requested by the City during the term of this Agreement. Refusing to provide a urine specimen as requested by the City Physician will result in the termination of the Agreement. This agreement is also subject to Operator's successful completion of a background check, to be performed by the City at its own cost.

19. **Additional Duties.** It is contemplated by the parties herein that from time to time there may be required of Operator additional duties not herein specifically set forth. In that event, it is agreed that this Agreement shall be supplemented.

20. **City's Financial Commitment.** The City agrees to provide services and materials to properly maintain the buildings and grounds of said municipal golf course subject to budgetary funding.

21. **Annual Evaluation.** This Agreement shall be reviewed annually. Operator's performance will also be evaluated yearly.

22. **Notice of Termination.** Notwithstanding any provision of this agreement to the contrary, the Agreement may be terminated by either party, without cause, by giving the other party ninety (90) days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested, addressed as follows:

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

OPERATOR: Casey Lance Butler
Porterville Municipal Golf Course
702 East Isham Avenue
Porterville, CA 93257

With copies to: Director of Department of Parks & Leisure Services
City of Porterville
291 N. Main Street
Porterville, CA 93257

Notwithstanding the foregoing, either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party, in the manner set forth herein. "For cause" shall include a breach of any term or condition of this agreement, *and/or per Section 15 above*.

In the event this Agreement is terminated prior to the conclusion of the term hereof, Operator shall be entitled to retain payments under this Agreement and to receive payment of 22% of green fees and 25% of cart rental fees for that portion of the month in which this agreement is terminated.

In the event that the City terminates this agreement prior to the conclusion of the term herein, the City shall purchase all merchandise in stock and on order at the Operator's delivered cost and at market value. Purchase of merchandise excludes personal property. Operator shall afford the City the first rights to all business merchandise, without removing property from the premises, and shall not retain any merchandise or business-related property necessary for the continued conduction of operations, without the concurrence of the City.

23. Equal Opportunity. Neither Operator, nor any agent, servant, or employee of Operator shall willfully discriminate against any employee or patron of the Porterville Municipal Golf Course on any facilities related thereto, based upon their ancestry, sex, national origin, local custom, habit, or sexual orientation. Violation by Operator of this provision of the State Fair Employment Practices Act shall be cause to terminate this Agreement.

24. Attorney's Fees. If any legal action, arbitration or other proceeding is brought in connection with this Agreement, the prevailing parties shall be entitled to recover their actual attorney's fees and costs, in addition to other costs incurred in such action, arbitration or proceeding, reimbursement of fees advanced in the event of arbitration, and other relief to which they may be entitled.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed at Porterville, California, on _____, 2024.

CITY:

CITY OF PORTERVILLE

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, City Clerk

Approved as to Form:

Julie Lew, City Attorney

OPERATOR:

Casey Lance Butler



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization to Execute a Consultant Agreement with GHD, Inc – Active Transportation (AT) Plan

SOURCE: Community Development

COMMENT: At its meeting on August 6, 2024, the City Council authorized staff to begin negotiations for a scope and services contract with GHD, Inc. for the development of an active transportation plan. Staff was able to negotiate services for the said plan at a price of \$203,136. The total project cost, inclusive of a ten percent (10%) contingency, is \$223,449.

Tulare County Association of Governments (TCAG) has programmed Measure R - Alternate funds into its Overall Work Plan (OWP) for the City of Porterville AT Plan and will reimburse the City for the associated costs up to \$225,000. The staff found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute the Consultant Service Agreement for the development of the City's Active Transportation Plan with GHD, Inc. at a price of \$203,136;
2. Authorize a ten percent (10%) contingency for the contract; and
3. Authorize progress payments up to one hundred percent (100%) of the fee amount.

ATTACHMENTS: 1. Draft Agreement for Services

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE AGREEMENT FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.
- B. Commercial General Liability insurance in the amount of Two Million Dollars (\$2,000,000), naming the City as an additional insured.
- C. Professional liability insurance in an amount of Two Million Dollars (\$2,000,000).
- D. Errors and Omissions liability insurance in the amount of Two Million Dollars (\$2,000,000) per claim.
- 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 additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, 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 proof of insurance, 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

SCOPE OF WORK

GHD proposes the following Scope of Work to accomplish the Scope of Services outlined in the City of Porterville Request for Qualifications for the development of an Active Transportation Plan (ATP). We have included detail on our approach to deliver each of the tasks.

For each applicable task, draft deliverables will be revised based on one set of consolidated, internally consistent comments received from the City before being incorporated into the final deliverable.

TASK 1: PROJECT ADMINISTRATION

Task 1.1: Project Initiation

Within two (2) weeks of receiving the Notice to Proceed, the Consultant will work with City staff to facilitate a project kickoff meeting. The Consultant will outline meeting goals and objectives to set the project up for success: determining communication protocols, clarifying the project scope and schedule, discussing the timeline and format for deliverables, discussing deliverable review protocols, and discussing critical data and information needed from the City to remain on the identified project schedule.

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

Following the meeting, and within five (5) days, the Consultant will provide meeting minutes with action items and an ongoing meeting schedule for the City's review and comment.

The Project Manager and key staff will attend the project kickoff meeting in person or virtually, as desired.

Deliverables:

- *One (1) project kick-off meeting*
- *Project kick-off meeting materials: Agenda, handouts (including project schedule and budget), and minutes (including action items)*

Task 1.2: Project Management

The Consultant will facilitate monthly project management meetings with the City. The Consultant will prepare a meeting agenda; status review; and document any issues or concerns, action items, and/or corrective steps, in the meeting minutes. The task leaders

may need to participate, as requested by the City. The meetings will be conducted virtually using Microsoft Teams or a similar platform. On a monthly basis, the Consultant will provide a status report and invoice documenting progress towards each task. The Consultant also will develop and maintain a simplified version of the project schedule, to track status and share with the City for City purposes.

Deliverables:

- *Monthly project management meetings*
- *Project management meeting materials: Agenda, status review, and minutes (including action items)*
- *Monthly status report and invoice*

TASK 2: PUBLIC ENGAGEMENT

Task 2.1: Public Participation Plan

Within three (3) weeks of the project kickoff meeting, the Consultant will develop a project Public Participation Plan (PPP). The PPP will identify project outreach methods, potential participants, events (public workshops or similar events), times, formats, and goals. The PPP will provide an approach to engage a diverse group of stakeholders, organize and conduct public workshops or similar outreach events, including walk and bike audits, and develop outreach collateral and exhibits for public engagement activities. The PPP will provide an outreach approach that encourages open communication, generates meaningful dialogue across transportation related issues, proactively identifies issues and concerns throughout the planning process, and tailors information appropriately for its varied audiences.

The Consultant will work with the City to develop an appropriate accessibility and interpretation strategy. Project promotional materials will be provided in English and Spanish to maximize participation. Additionally, public workshops will have translation services available. The Consultant will use virtual meetings if in-person events are not feasible due to public health concerns.

Deliverables:

- *Public Participation Plan (PPP) (Technical Memorandum)*

Task 2.1.a: Project Website (*Task Enhancement*)

To increase the value of Task 2 (Public Engagement), the Consultant offers to develop a project website that will list the project background and goals, the project timeline, project documents, upcoming public events, ways to get involved (including “sign up” to receive project updates), and ways to contact the project team (submit comment form). The project website will host the survey, as well as an interactive map-based tool to receive public comments on existing conditions and needs. The project website will provide

multiple language functionality, allowing the user to select their desired language to view translated content. The project website will be updated monthly and as needed.

Deliverables:

- *Project website*

Task 2.2: Public Input Survey

The Consultant will work with the City to develop one (1) survey or questionnaire regarding existing travel patterns, origins and destinations, existing conditions, recreational and commuter needs, and other issues (e.g. safety, network, accessibility, mobility, connectivity, barriers or other needs), route preferences, limitations in existing routes, routes needing maintenance or infrastructure improvements, wayfinding and signage issues, and perceived safety issues. The survey will collect public input on existing conditions, needs, and other issues relevant to the development of recommendations and strategies for the ATP. All survey content will be submitted to the City for review and approval.

The survey will be accessible online. The Consultant will post the survey on the project website. The Consultant will provide the survey link to the City, for City staff to post the survey on the City website or other City communication channels, as desired. Survey hard copies will be made available at relevant events, such as public workshops.

The survey could be mailed out, if desired. The Consultant will provide the survey print design to the City. The City could print and mail survey hard copies to local residents and stakeholders, as desired. This supplemental method could reach additional members of the public.

The Consultant will develop a contact list for the distribution of the survey, building on prior City outreach, as well as interest expressed to the Consultant via the project website or during project public engagement events. The contact list will include electronic distribution (email), as well as any key stakeholders who may agree to distribute and collect completed printed surveys.

Deliverables:

- *One (1) survey/questionnaire*
- *Contact list*
- *Survey Results Summary (Technical Memorandum)*

Task 2.3: Public Engagement Activities

As part of the PPP (Task 2.1), the Consultant will provide a strategy to engage and inform the public. The strategy will be built upon the following outreach events and timing relative to deliverables:

– **Public Workshop #1.** Introduce the ATP, gather feedback on perceived barriers to active transportation, opportunities for improvement, and needs of the local community.

– **Pop-up Events.** Up to three (3) events to spread the word about the ATP, opportunity to provide feedback via the survey, and to directly discuss needs with the community. These events will be in-person if appropriate community events are available. Alternately, virtual community events can be attended. Attendance at significant regional events (e.g., Bike to Work Month events, parades, or other public events) will be coordinated, as possible.

– **Public Workshop #2.** Present draft active transportation network and program recommendations and hold interactive discussions to gather feedback to help in revising the networks and programs.

The Consultant will develop, reproduce, present, and distribute outreach event collateral (e.g., agendas, displays, presentations, layouts/maps, graphics, fact sheets, flyers, and notices).

The project website will note outreach events and host outreach tools. The Consultant will use an interactive map-based tool, such as Social Pinpoint or ArcGIS online, to collect public comments on existing conditions, needs, and other issues. This tool and the survey will be hosted on the project website.

The Consultant will document project public engagement activities in a Public Participation Summary Report. The report will present the description of activities, attendees, dates, and locations and will include the invitations, agendas, presentations, and meeting minutes. Additionally, fact sheets/newsletters, comments and responses, notifications, and other materials developed in support of project outreach will be compiled in the report. The report will be included as an appendix to the ATP.

Deliverables:

- *Public Participation Summary (Technical Memorandum)*
- *Outreach event collateral: Agendas, displays, presentations, layouts/maps, graphics, fact sheets, flyers, and notices*
- *Two (2) public workshops*
- *Up to three (3) pop-up events*

TASK 3: EXISTING CONDITIONS ANALYSIS

Task 3.1: Plan and Policy Review

A successful ATP requires a solid understanding of the existing policy and regulatory framework which impacts active transportation, including general plans, zoning

ordinances, development codes. The Consultant is skilled at identifying and reviewing these and other relevant documents to understand the current landscape and suggest possible alternations to policy or practice to facilitate implementation of the ATP. The Consultant will review publicly available data and documents, and information made available by the City, and compile information on existing plans and policies at local, regional, state and federal levels. The plan and policy review, at a minimum, will identify regional and local efforts, status, and progress made on previous planning efforts and studies with a goal to ensure that the ATP complements existing and prior City efforts.

The Porterville Americans with Disabilities Act (ADA) Transition Plan will be reviewed and incorporated into the ATP.

Deliverables:

- *Existing Plans and Policies Summary (Technical Memorandum)*

Task 3.2: Develop Goals, Objectives, and Performance Measures

Developing goals, objectives, and performance measures is key to creating and implementing a successful ATP. The Consultant will develop a range of goals (short, medium, and long), objectives, and performance measures that align with City plans and goals and in accordance with local, state, and federal policies and guidelines. Examples of measuring successful performance indicators include comparing increases in bicycling and walking mode share, growth and investment in active transportation infrastructure, miles of new bike paths, bike lanes, or sidewalks, among others. These will form the baseline indicators for performance measures. Additionally, during project outreach/workshops, goals and objectives will be introduced to the community to solicit input. This approach will help in developing performance measures that utilize ATP community support as an indicator to help with prioritizing projects into short, medium, and long-term categories. The Consultant will identify the responsible party for each action and potential targets for achieving each goal.

Deliverables:

- *Draft Goals, Objectives, and Performance Measures (Technical Memorandum)*

Task 3.3: Existing Conditions Review

The Existing Conditions Review will be multi-faceted and will include a GIS and demographics analysis, Level of Traffic Stress (LTS) analysis, and safety analysis.

GIS and Demographics Analysis

The Consultant will prepare a summary report that utilizes both GIS and demographic data provided by the City or other publicly available sources to develop base maps that illustrates existing and future land uses, as well as existing active transportation facilities and networks to help analyze conditions for bicycle and walking. Examples include on-off

road active transportation facilities, such as sidewalks, curb ramps, intersection crossing treatments, pedestrian barriers, bikeways, multi-use paths, and other enhancements supportive of active transportation, bike racks, and bicycle lockers.

Level of Traffic Stress

The Consultant will perform a LTS analysis for pedestrians and bicyclists. The analysis will use land use and transportation data to predict comfort for pedestrians and bicyclists. The goal is to identify where there are high-stress connections or crossings that should be addressed to improve overall connectivity of the low-stress active transportation network.

The Consultant will use publicly-available GIS data to conduct the analysis, including sidewalk, bikeway, and roadway GIS data. Where GIS data details are missing (e.g., sidewalk and bikeway widths), assumptions will be made, including based on data contained within the Porterville ADA Transition Plan.

The Consultant will produce GIS maps to identify key barriers to low-stress connectivity, suggesting where facility improvements should be focused to create comfortable routes to destinations that will be appealing to a greater number of potential pedestrians and bicyclists.

Safety Analysis

The Consultant will analyze the most recent 10 years of available data from the Transportation Injury Mapping System (TIMS) and prepare maps and other exhibits to illustrate locations or characteristics of collisions in the City for people bicycling and walking. Data will be reviewed to identify both locations with a history of reported collisions (“hot spots”), as well as risk factors for fatal and severe injury locations. The Consultant also will review data related to contributing factors, traffic violations, environmental conditions, injury severity, determinations of fault, and movements or behavior of involved parties preceding the reported collisions. This analysis will be documented in narrative form, as well as maps and other exhibits, as appropriate, and included in the Existing Conditions Summary (Technical Memorandum).

Deliverables:

- *Existing Conditions Summary (Technical Memorandum)*

Task 3.4: Needs Assessment

The Consultant will identify the needs of the City active transportation network based on prior tasks analysis and public input. The needs assessment will include:

– **Future Growth** – align with plans and programs that guide new development and bolster coordination with planned projects.

– **Bicyclist and Pedestrian Safety** – using LTS data and analysis, identify where there are high-stress corridors, connections, or crossings that need to be addressed to improve overall traffic safety and connectivity with a low-stress active transportation network.

– **Gaps and Barriers** – using existing data and GIS analysis, identify gaps in the active transportation network, such as sidewalks gaps and incomplete or disconnected bikeways. The gap analysis will identify locations without these facilities currently and inform the development of a prioritized set of recommendations.

– **Public Engagement** – with a focus on mobility and accessibility for people of all ages and abilities, gather the public and stakeholder feedback recorded during the outreach process that aligns with ATP goals and objectives, as well as projects and programs. This will include public comments provided on the project website via the interactive map-based tool.

The Needs Assessment will be documented in narrative form utilizing maps and information gathered in prior tasks, as well as in a series of maps. Maps will depict bicycle- involved collisions and pedestrian-involved collisions.

Deliverables:

- *Needs Assessment Summary (Technical Memorandum)*

TASK 4: PROJECT RECOMMENDATIONS

Task 4.1: Develop Project Recommendations

Informed by the existing conditions and needs assessments, the Consultant will develop a prioritized list of proposed active transportation project recommendations. The project recommendations are intended to fill active transportation gaps, improve mobility and accessibility for all ages and abilities, address safety concerns, and promote bicycling and walking throughout the City.

Pedestrian Network Recommendations

The proposed pedestrian network recommendations will include sidewalks and Class I shared use paths (consistent with the bicycle network recommendations). Accessibility and crossing upgrades/recommendations, including but not limited to Rectangular Rapid Flashing Beacons and high visibility crosswalk striping, also will be recommended.

Bicycle Network Recommendations

The proposed bicycle network recommendations will include four classes of bikeways: Class I shared use paths (consistent with the Pedestrian Network Recommendations), Class II bicycle lanes, Class III bicycle routes, and Class IV separated bikeways. As appropriate for local context, current best practices in bikeway design that build on these four classes with additional features and enhancements to improve safety and reduce

traffic stress for bicyclists, including buffered bicycle lanes (a form of Class II) and bicycle boulevards (a form of Class III), will be incorporated. Intersection and crossing upgrades/recommendations, along with but not limited to bicycle parking and other amenities, also will be recommended, as appropriate.

Non-infrastructure Recommendations

Proposed non-infrastructure recommendations will include strategies that help to encourage and promote active transportation with potential for mode shift as an outcome and measure. Programmatic efforts are important to developing a local culture where walking and bicycling are seen as viable modes of transportation, and where users of all modes can share space responsibly, effectively, and safely on the roadway. Recommendations include supporting existing campaigns, including Bike Day in May, Car-Free Day in September, Walk to School in October, etc. Other recommendations will include regularly scheduled bike education workshops and safety clinics.

The proposed project recommendations will be submitted as an Excel workbook, with details such as facility type, location, start/end points, length, program activity, and other details necessary to describe the recommendation. In addition, maps of the network recommendations will be provided in PDF format.

The Consultant will provide the proposed/draft project recommendation files and schedule a meeting to discuss. The City will approve the final project recommendations.

As part of this task, the Consultant also will develop a project prioritization matrix, which will allow the City to rank the proposed project recommendations. The Consultant will develop an initial set of evaluation criteria to be reviewed by the City. The evaluation criteria will be used to measure the relative urgency and priority of each project. Project evaluation criteria may include: public support; safety; connectivity; transit support; feasibility; and environmental mitigation (e.g., water quality, flooding considerations, fire hazards, etc.).

Deliverables:

- *Project Recommendations Summary (Technical Memorandum)*

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

Following Task 4.1 (Develop Project Recommendations), the Consultant will provide conceptual renderings through 2D and 3D exhibits and renderings using Sketchup software and Adobe Photoshop (or similar City approved software). Renderings will provide several viewpoints to display conceptual schematic and landscape designs and will be provided in electronic and hardcopy format to the City. The Consultant will work with the City to determine the renderings.

Deliverables:

- *2D and 3D conceptual renderings, up to 15 renderings*

Task 4.3: Financial Analysis

Following Task 4.1 (Develop Project Recommendations), including City approval of the final project recommendations, planning level cost estimates will be developed. The Consultant will provide a planning level unit cost list for the facilities involving capital improvements, as well as estimate future costs related to operations and maintenance.

Actionable plans are fiscally constrained to what can reasonably be funded and developed within stated horizons of most comprehensive plans. Transformational projects requiring large investments will need to be a high priority to the City. As such, the Consultant will identify key funding programs and eligibility criteria at the regional, state, and federal levels so that transformational projects have the highest success when submitting grant applications. We will also provide estimates for project strategies for non-infrastructure programs based on examples from existing programs offered in US cities.

Deliverables:

- *Financial Analysis (Technical Memorandum)*

TASK 5: PREPARE ACTIVE TRANSPORTATION PLAN

Task 5.1: Develop Report

The Draft ATP will incorporate the technical memoranda of prior tasks and highlight key public engagement input, as well as City staff direction. The Draft ATP will be developed in a format that is easily accessible and understandable to members of the public, but also useful and actionable for the City staff charged with implementing the ATP. The document will include an Executive Summary supplemented by maps, tables, and graphics developed in prior tasks, as well as appendices for the technical memoranda.

The Consultant will provide the Draft ATP to the City for review and will revise based on one set of internally consistent, consolidated comments. Following revisions, the Final ATP will be completed.

Task 5.2: Council Presentation

The Consultant will be available to develop a presentation and attend up to two public meetings with the City Council. The meetings will be determined by City staff. It is anticipated that one meeting is to solicit input and one meeting is for project approval.

For each meeting, the Consultant will prepare a PowerPoint presentation and will assist City staff in presenting at the meeting. Each presentation will effectively and succinctly

summarize the process, input, and recommendations of the ATP. The presentation slides will be provided to the City for review and revised based on one set of consolidated, internally consistent comments.

Deliverables:

- *Draft ATP*
- *Final ATP*
- *All project files, supporting technical data, reports, and documentation, and compilation of comments received and responses*
- *City Council meetings: Project Manager in-person attendance at up to two (2) meetings*
- *City Council meeting materials: Presentation slides*



Porterville ATP
12645065

Description		Kameesh Vedula	Melissa Estrada	Todd Tregenza	Colin Burgett	Zach Porteous	Frank Penry	Joe Ramirez-Moreno	Holly Murphy	Kamryn Kubose	Meg Sigler	Total Hours	Labor Total	Direct Expenses	Total Disbursements	Estimated Project Total
		Project Director	Project Manager	Outreach & Planning	Planning	GIS	Design	Design	Outreach & Planning	Planning	Design					
		\$360	\$205	\$275	\$275	\$125	\$310	\$130	\$120	\$130	\$210					
Task1	Project Administration	2	44	2	2	0	0	0	2	0	0	52	\$11,080	\$1,098	\$1,098	\$12,178
Subtask 1.1	Project Initiation	2	12	2	2	0	0	0	2	0	0	20	\$4,520	\$1,098	\$1,098	\$5,618
Subtask 1.2	Project Management	0	32	0	0	0	0	0	0	0	0	32	\$6,560	\$0	\$0	\$6,560
Task2	Public Engagement	0	27	21	0	38	0	15	220	120	0	441	\$60,010	\$7,440	\$7,440	\$67,450
Subtask 2.1	Public Participation Plan	0	4	2	0	0	0	0	20	0	0	26	\$3,770	\$0	\$0	\$3,770
Subtask 2.1.a	Project Website (Task Enhancement)	0	4	2	0	8	0	0	40	0	0	54	\$7,170	\$1,200	\$1,200	\$8,370
Subtask 2.2	Public Input Survey	0	4	2	0	0	0	0	60	40	0	106	\$13,770	\$0	\$0	\$13,770
Subtask 2.3	Public Engagement Activities	0	15	15	0	30	0	15	100	80	0	255	\$35,300	\$6,240	\$6,240	\$41,540
Task3	Existing Conditions Analysis	2	33	4	28	50	0	0	80	130	0	327	\$49,035	\$0	\$0	\$49,035
Subtask 3.1	Plan and Policy Review	0	4	0	4	0	0	0	10	20	0	38	\$5,720	\$0	\$0	\$5,720
Subtask 3.2	Develop Goals, Objectives, & Performance Measures	1	4	0	4	0	0	0	0	30	0	39	\$6,180	\$0	\$0	\$6,180
Subtask 3.3	Existing Conditions Review	0	10	0	10	30	0	0	50	40	0	140	\$19,750	\$0	\$0	\$19,750
Subtask 3.4	Needs Assessment	1	15	4	10	20	0	0	20	40	0	110	\$17,385	\$0	\$0	\$17,385
Task4	Project Recommendations	2	33	14	14	20	4	14	130	85	8	324	\$49,075	\$0	\$0	\$49,075
Subtask 4.1	Develop Project Recommendations	1	25	10	10	20	2	10	70	70	4	222	\$33,745	\$0	\$0	\$33,745
Subtask 4.2	2D Elevation View and 3D Graphic Renderings	0	4	4	0	0	0	0	40	0	0	48	\$6,720	\$0	\$0	\$6,720
Subtask 4.3	Financial Analysis	1	4	0	4	0	2	4	20	15	4	54	\$8,610	\$0	\$0	\$8,610
Task5	Prepare Active Transportation Plan	2	30	2	10	10	0	2	54	44	2	156	\$24,300	\$1,098	\$1,098	\$25,398
Subtask 5.1	Develop Report	2	15	0	10	10	0	2	50	40	2	131	\$19,675	\$0	\$0	\$19,675
Subtask 5.2	Council Presentation	0	15	2	0	0	0	0	4	4	0	25	\$4,625	\$1,098	\$1,098	\$5,723
Total Labor Hours		8	167	43	54	118	4	31	486	379	10					
Estimated Project Total		\$2,880	\$34,235	\$11,825	\$14,850	\$14,750	\$1,240	\$4,030	\$58,320	\$49,270	\$2,100	1300	\$193,500	\$9,636	\$9,636	\$203,136



Porterville ATP

Task Description		Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25
Task 1 Project Administration															
1.1	Project Initiation	M													
1.2	Project Management														
1.2.a	Project Management Meetings		M		M		M		M		M		M		M
1.2.b	Invoicing and Reporting		D		D		D		D		D		D		D
Task 2 Public Engagement															
2.1	Public Participation Plan			D											
2.1.a	Project Website (Task Enhancement)				D										
2.2	Public Input Survey							D							
2.3	Public Engagement Activities														
2.3.a	Public Workshops (2)														
2.3.b	Pop-up Events (up to 3)														
Task 3 Existing Conditions Analysis															
3.1	Plan and Policy Review														
3.2	Develop Goals, Ojectives, and Performance Measures														
3.3	Existing Conditions Review														
3.4	Needs Assessment														
Task 4 Project Recommendations															
4.1	Develop Project Recommendations														
4.2	2D Elevation View and 3D Graphic Renderings														
4.3	Financial Analysis														
Task 5 Prepare Active Transportation Plan															
5.1	Develop Report														
5.2	Council Presentation														

Task Progress

D

Deliverable Milestone

W

Workshop

X

Holiday

M

Meeting

P

Presentation

E

Event



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization Request for the Preparation of the FY 2023-2024 Annual Comprehensive Financial Report

SOURCE: Finance

COMMENT: On June 20, 2023, the City Council awarded a contract for financial auditing services to Clifton Larson Allen LLP. This contract includes not only the audit of the City's financial statements but also the preparation of the Annual Comprehensive Financial Report (ACFR), which is crucial for maintaining transparency and accountability in the City's financial operations.

The preparation of the ACFR involves detailed financial analysis, consolidation of financial data from various departments and compliance with accounting standards set forth by the Governmental Accounting Standards Board (GASB). It is staff's recommendation to utilize CliftonLarsonAllen LLP services to prepare the FY 2023-2024 Annual Comprehensive Financial Report. Their established familiarity with the City of Porterville financials and their expertise in financial reporting will ensure a thorough and accurate preparation of the report. Funds in the amount of \$9,140.00, required for the preparation of the FY 2023-2024 Annual Comprehensive Financial Report, are available in the General Fund.

RECOMMENDATION: That the City Council authorize the Finance Department to utilize CliftonLarsonAllen LLP to prepare the City's FY 2023-2024 Annual Comprehensive Financial Report at a cost of \$9,140.00.

ATTACHMENTS: 1. Staff Report 6-20-23 Award of Contract - Financial Audit Services

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – JUNE 20, 2023

SUBJECT: Award of Contract - Financial Auditing Services

SOURCE: Finance

COMMENT: On May 6, 2023, the City issued a Request for Proposals (RFP) from accountancy firms to provide financial auditing services for the three fiscal years ending June 30, 2023 through June 30, 2025, with the option of extending the agreement for two additional one-year periods. The last solicitation for audit services was in 2011, which resulted in an award of contract to Gallina, LLP, now CliftonLarsonAllen LLP (CLA). CLA has served as the City's auditor since.

In response to the RFP, the City received only a single proposal, which was from CliftonLarsonAllen LLP. Staff has reviewed the proposal from CLA and finds it meets the City's criteria. The scope of work includes the City's financial statements audit, single audit of major programs and appropriations limit agreed-upon procedures.

The proposed fees are as follows and details are attached to this report:

FY2022-2023	\$75,820
FY2023-2024	\$78,860
FY2024-2025	\$82,020

Fees for the option years 2026 and 2027 will increase four percent (4%) each year.

In the event that the City requires CLA to prepare the Annual Consolidated Financial Report, additional fees would be as follows:

FY2022-2023	\$ 8,790
FY2023-2024	\$ 9,140
FY2024-2025	\$ 9,510

The annual audit fees will be appropriated in the City Council's budget in the General Fund.

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

ATTACHMENTS:

1. Draft Professional Services Agreement
2. CLA Professional Fees Proposal

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

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

SOURCE: Engineering and Project Management

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

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

RECOMMENDATION: That City Council:

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



2011-0015184

Recording Requested by:
County of Tulare,
Resource Management Agency

*filed
conf*

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

REC FEE 0.00
CONFIRMED COPY 0.00

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

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

(This space for Recorders use only.)

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

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

IRREVOCABLE OFFER TO DEDICATE REAL PROPERTY

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

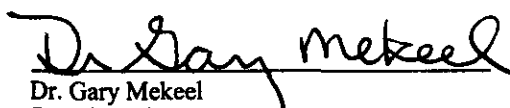
SEE EXHIBIT "A " and EXHIBIT "B"

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

Dated this 13 day of January, 2011

GRANTOR

Burton School District, a Public School District


Dr. Gary Mekeel
Superintendent

ACKNOWLEDGMENT

State of California)
County of Tulare)

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

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

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

WITNESS my hand and official seal.

Signature Nancy L. Winton (Seal)

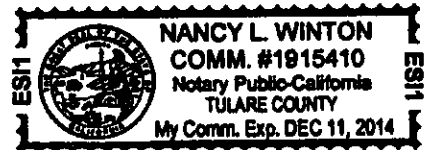


EXHIBIT "A"

LEGAL DESCRIPTION

APN 245-010-086

Public Street Right-of-Way

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

Commencing at the Southeast corner of said certain parcel of land; thence South $89^{\circ}56'27''$ West, along the south line of said certain parcel of land, a distance of 50.03 feet to the **TRUE POINT OF BEGINNING** of this description; thence South $89^{\circ}56'27''$ West, continuing along said south line, a distance of 827.98 feet to the beginning of a non-tangent curve, concave northeasterly, with a radial of South $27^{\circ}12'24''$ West; thence northerly, along the arc of said non-tangent curve, with radius of 40.50 feet, through a central angle of $19^{\circ}01'38''$, an arc distance of 13.45 feet, to a non-tangent line; thence North $45^{\circ}47'02''$ West, along said non-tangent line, a distance of 5.11 feet to a non-tangent curve, concave northeasterly, having a radial of South $53^{\circ}23'45''$ West; thence northwesterly, along the arc of last said non-tangent curve, with radius of 41.00 feet, through a central angle of $28^{\circ}38'52''$, an arc distance of 20.50 feet to a non-tangent line; thence North $01^{\circ}13'26''$ East, along last said non-tangent line, a distance of 5.11 feet to the beginning of a non-tangent curve, concave southerly, having a radial of South $89^{\circ}12'21''$ West; thence easterly, along the arc of last said non-tangent curve with radius of 40.50 feet, through a central angle of $145^{\circ}40'21''$, an arc distance of 102.97 feet to a point of reverse curvature with a tangent curve, concave northeasterly; thence southeasterly, along the arc of said tangent curve, with radius of 53.50 feet, through a central angle of $54^{\circ}56'15''$, an arc distance of 51.30 feet to a tangent line; thence North $89^{\circ}56'27''$ East, along said tangent line and along a line which is parallel with and 36.50 feet north of the south line of said certain parcel of land, a distance of 603.60 feet; thence North $00^{\circ}00'11''$ East, a distance of 9.50 feet; thence North $89^{\circ}56'27''$ East, along a line which is parallel with and 46.00 feet north of the south line of said certain parcel of land, a distance of 128.87 feet; thence South $00^{\circ}03'33''$ East, a distance of 46.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.80 acres, more or less.



EXHIBIT "B"

AUGUST 28, 2009

CASTLE AVENUE (AVENUE 168)

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

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



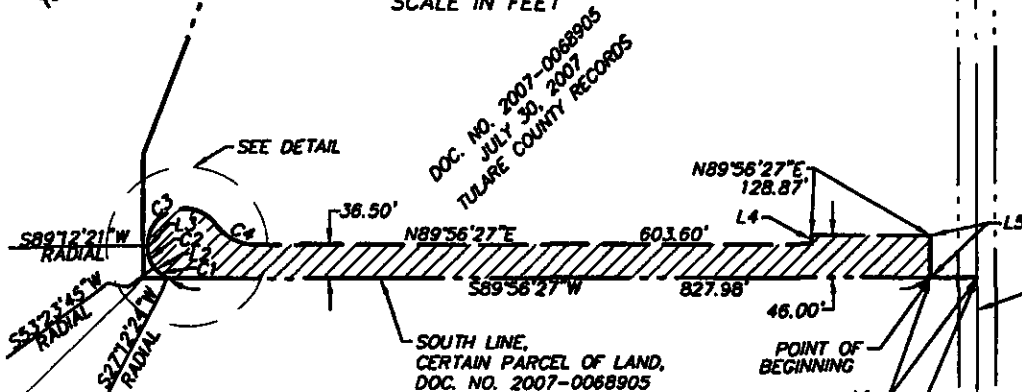
0 50 100 200 300 400
SCALE IN FEET

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

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

LOMBARDI STREET (ROAD 226)

EAST LINE,
NORTHWEST QUARTER,
SECTION 21, T.21 S.,
R.27 E., M.D.B. & M.



LEGEND:

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

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

LINE TABLE

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

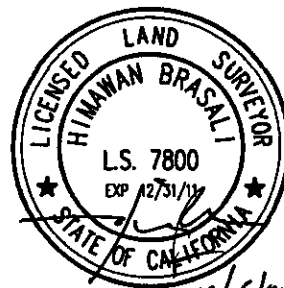
CURVE TABLE

C1	Δ=19°01'38\"	R=40.50'	L=13.45'
C2	Δ=28°38'52\"	R=41.00'	L=20.50'
C3	Δ=145°40'21\"	R=40.50'	L=102.97'
C4	Δ=54°36'15\"	R=53.50'	L=31.30'

DETAIL
N.T.S.

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

WESTFIELD AVENUE (AVENUE 164)



**Blair,
Church
& Flynn**
CONSULTING ENGINEERS

CONSULTANT

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

COUNTY OF TULARE

IRREVOCABLE OFFER OF DEDICATION
FOR PUBLIC STREET PURPOSES

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

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

SHEET NO. 1
OF 1 SHEETS

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

OFFEROR: Burton School District

DATE OF OFFER: January 13, 2011

AVENUE: AVE 168

APN: 245-010-086

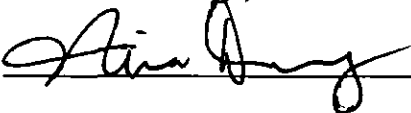
TRANSACTION: NEW BURTON SCHOOL DISTRICT CAMPUS

RMA DOC: 10 – 121

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

Dated: March 11, 2011

Kathleen Bales-Lange, Tulare County Counsel, Authorized Agent

By , Deputy County Counsel

RESOLUTION NO. ____ - 2024

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

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

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

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

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

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

603.60 feet; thence North 00°00'11" East, a distance of 9.50 feet; thence North 89°56'27" East, along a line which is parallel with and 46.00 feet north of the south line of said certain parcel of land, a distance of 128.87 feet; thence South 00°30'33" East, a distance of 46.00 feet to the

TRUE POINT OF BEGINNING.

Containing an area of 0.80 acres, more or less.

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

PASSED, APPROVED and ADOPTED this 3rd of September, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

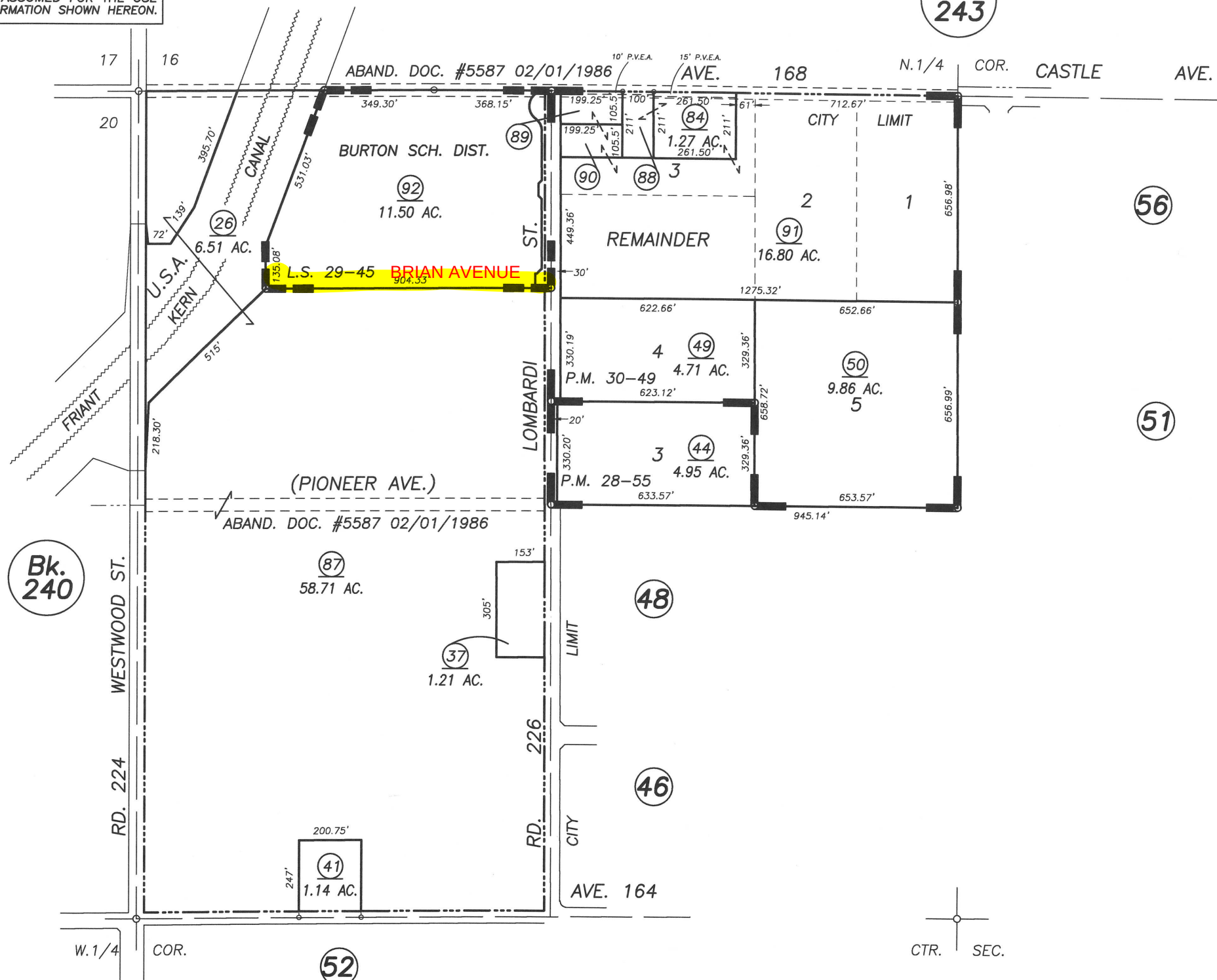
DISCLAIMER

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

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

Tax Area Code **245-01**

004-133
061-000
004-136



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

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

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

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



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Acceptance of Final Subdivision Map - Brookside, Phase 1 (Presidio JJR Brookside 110 LLC and Presidio JJR Laurelwood 110 LLC)

SOURCE: Engineering and Project Management

COMMENT: The subdivider, Presidio JJR Brookside 110, LLC, a Delaware Limited Liability Company and Presidio JJR Laurelwood 110, LLC, a Delaware Limited Liability Company, has submitted the final map of the subject project for City Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has agreed to submit the required guarantee to the City to complete and/or accept all necessary public improvements for the project. A subdivision agreement between the subdivider and the City will be executed with approval, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 13-2022. The improvement plans, specifications, dedications, and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That the City Council:

1. Approve the final subdivision map of Brookside, Phase 1; and
2. Accept all offers of dedication shown on the final map or by separate deed document.

ATTACHMENTS:

1. Resolution 13-2022
2. Final Map - Brookside, Phase one
3. Subdivision Agreement - Brookside Phase SJVH

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO. 13 -2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE BROOKSIDE-LAURELWOOD TENTATIVE SUBDIVISION MAP

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of March 1, 2022 conducted a public meeting to consider approval of the Brookside Laurelwood Tentative Subdivision Map (Exhibit A). The proposed tentative subdivision map would divide the approximately 56.06 acres identified as Tulare County APN 245-010-087 into 229 parcels for development of single-family detached residences with an ± 2.99 acre park. The project as proposed meets the requirements of the Development Code and General Plan, except where otherwise conditioned, and includes such features as sidewalks with parkway strips, street trees, streetlights, a dedicated park space, and circular access within the subdivision, which would take access onto the City's circulation network from Westwood Street, Westfield Avenue, Lombardi Street, and a private drive south of Summit Charter Academy. The project would also include improvements to the major street system along the frontages of the subject site and dedication of a well site for City use; and

WHEREAS: on February 19, 2022, a notice was published in *The Porterville Recorder* setting the date, time, and place of a public hearing for March 1, 2022 and similar notices were sent to owners of property within 500 feet of the Site and posted at City Hall and the City's website announcing the same; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed Project; and

WHEREAS: the proposed action consists of issuance of a permit or entitlement for use and therefore constitutes a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. (CEQA) and the CEQA Guidelines, California Code of Regulations Section 15000, et seq.; and

WHEREAS: via adoption of Resolution No. 10-2022, the City Council has certified an environmental impact report assessing the potential environmental effects of the Brookside-Laurelwood Development Project, of which the Brookside-Laurelwood Tentative Subdivision Map is a component; and

WHEREAS: via Resolution No. 11-2022, the City Council has amended the General Plan Land Use of the site to Low Density Residential; and

WHEREAS: via Ordinance No. 1891, the City Council has amended the zoning of the Site to the RS-2 district; and

WHEREAS: via Resolution No. 12-2022, the City Council has approved a conditional use permit authorizing a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for the project;

WHEREAS: The City Council finds that substantial evidence does not exist to make the following findings pursuant to Development Code Section 400.4:

1. That the proposed map is not consistent with applicable general and specific plans.
2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
3. That the site is not physically suitable for the type of development.
4. That the site is not physically suitable for the proposed density of development.
5. That the design of the subdivisions or the proposed improvements is likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Brookside-Laurelwood Tentative Subdivision Map (PRC 2020-044) subject to the following conditions:

1. Approval of the tentative subdivision map is contingent upon annexation to the City of Porterville.
2. The developer/applicant has shown a ±2.9-acre park centrally located of the proposed subdivision. The developer/applicant shall dedicate and improve the park to City standards. The applicant shall propose improvements and identify valuation of said improvements on a parcel sized such that the sum of the dedication and improvements would be valued based on the (check updated requirement) acres.
3. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District, Benefit Assessment District or similar district to include: (1) Lighting; (2) Recreational Open Space; (3) Common Public Landscaping along Westwood, Westfield, Lombardi and Brian? Streets; (4) Public walls/fences, if any; (5) Drainage reservoir, if any; and (6) any other public improvement complying with Series 400, Section 407.03 (i) of the Development Ordinance. The developer/applicant shall submit a processing fee of \$375 with the executed petition form.
4. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction (2018 Edition), and Caltrans Standard Plans and Specifications (2018 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California

Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.

5. Prior to approval of the final subdivision map, the developer/applicant shall provide surety for all public improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
6. Subdivision trees and landscaping design shall be approved by the city and shall be planted at a time and in locations approved by the City Director of Parks and Leisure Services, all in general accord with the requirements of the Porterville Municipal Code.
 - At least one (1) tree shall be planted on each residential lot. Five (5) gallon trees shall be installed upon all lots abutting interior, local and Collector Street, and fifteen (15) gallon trees shall be planted upon parcels having frontage on arterial thoroughfares.
 - The subdivider shall be required to plant street trees at thirty-five (35) feet on center along all parkways within and/or bordering the subdivision
7. The developer/applicant shall comply with Chapter 303, Landscaping, of the Porterville Development Ordinance and Chapter 25, Article I, Division 6 of the Municipal Code. Landscape plans shall be drawn to scale and shall at a minimum indicate: proposed plant locations, species, and sizes; any additional proposed landscape elements; soil preparation measures; and any other measures to facilitate plant growth or control erosion. Landscape plans shall include verification that the soil type, depth, and other characteristics are appropriate for the proposed landscaping and irrigation. Landscape plans shall also indicate the location of any existing trees over six (6) inches in diameter, and whether each such tree is proposed for retention or removal. Each landscape plan shall be accompanied by an irrigation plan that at a minimum indicates the location, type and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, and backflow prevention devices.
8. Landscaping shall be designed and plantings selected so that water use is minimized. The total water use (ETWU) of the proposed landscaping on a site, as described in Chapter 25, Article I, Division 6, may not exceed the maximum applied water allowance (MAWA).
9. Any existing wells on the subject property and the adjacent residential lots (APNs 245-010-037 and 245-010-041) shall be abandoned. The adjacent residential lots shall connect to City utilities (sewer and water) prior to any newly developed lot being issued a certificate of occupancy. The proposed well lot shall have dimensions of at least 158 feet by 100 feet. The dimensions are necessary to enable future well development maintaining a proper control area.
10. A recycled water main shall be installed to accommodate park irrigation. The recycled water main shall extend from within the park to either Westwood Street or Westfield Avenue. Costs associated with this work shall follow the procedures for a Master Plan reimbursement.

11. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
12. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
13. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.
14. The developer/applicant shall dedicate a one foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
15. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District. Submit with the petition the \$375 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public Landscaping, if any (4) Public walls/fences, if any, (5) Drainage reservoir, if any, and (6) any other public improvement in accordance with Series 400, Section 407.03 (i) of the Development Ordinance.
16. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project. Landscape easements will need to be created in areas deemed necessary by the City Engineer.
17. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum ninety-day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
18. In accordance with Series 400, Section 407.02 (g) or (h) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
19. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right of way, if in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue to be in use.
20. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).

21. Building permits shall not proceed further than the installation of the foundation until all of the following items are accepted as complete:
 - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
 - c. Street base rock for accessibility by public safety officials and building inspectors;
 - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
 - e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;
 - f. Lot corners are marked;
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
22. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
23. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.
24. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
25. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), etc. along the full frontage of all proposed subdivision lots except where they exist to City standards and are in good condition in the opinion of the City Engineer. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.
26. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements within the sixty (60) foot right of way, where directed by the City Engineer.
27. The developer/applicant is aware that additional striping may be needed at the following locations for right turn pockets:
 - a. Along Lombardi Street at the northwest corner of the Westfield Avenue and Lombardi Street intersection.

- b. Along Westfield Avenue at the northeast corner of the Westfield Avenue and Westwood Street intersection.
- 28. The developer/applicant shall verify that existing alignments are met and followed with the development of the roads serving the proposed subdivision. The proposed entry road located on Westfield Avenue shall align with the existing Silver Maple Street. The southernmost entry road located on Lombardi Street shall align with the existing Nancy Avenue.
- 29. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc.
 - a. The right of way width for Westwood Street shall be 84' and will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by an additional 10' landscaping easement.
 - b. The right of way width for Westfield Avenue shall be 60' and will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by a 10' landscape easement.
 - c. The right of way width for Lombardi Street shall be 56' and will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by a 10' landscape easement.
 - d. The private drive, currently referred to as "Brian Avenue", shall become a public road with an overall right of way width of 60'. Curb and gutter and all further mentioned improvements shall be constructed along the entire south side of the street. The 60' right of way will include 4.5' of parkway behind curb, followed by 5' of sidewalk, followed by a 10' landscape easement.
 - e. All local roads within the subdivision shall have a minimum right of way width of 56'.
 - f. Total area of dedication to be determined by a licensed surveyor.
- 30. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:
 - a. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing houses to City's sewer system, abandonment of existing septic system(s), well abandonment (if any, and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.
- 31. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.

35. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
36. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements. The developer/applicant is advised that this area has previously been identified as an area of high soil expansion potential.
37. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage(s), except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306).
38. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
39. The developer/applicant is hereby notified that extension of existing water and sewer lines and/or the installation of new lines will be required per Section 407.02(f), development code.
 - a. The developer/applicant shall upgrade the existing sewer lift station that serves the Summit Charter Academy Lombardi campus to City standards. This includes a dual pump setup, wet well and emergency storage, new force main, and any other related items.
 - b. The developer/applicant shall complete an analysis demonstrating that the existing sewer mains and lift stations PS-11 and PS-18 can manage the increased capacity with the development of the proposed subdivision. Any upgrades found to be necessary will be evaluated for master plan reimbursement eligibility.
 - c. The developer/applicant shall extend utilities along Westwood Street to the North property line of the development.
 - d. The developer/applicant shall extend utilities along Lombardi Street to the North property line of the development.
 - e. The developer shall install utilities in the current private road to be known as Brian Avenue, if necessary.
 - f. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bids. The bids must be approved by the City prior to construction.
40. A looped water system is required to provide, at a minimum, two points of connection to the system for reliability and to meet fire flow requirements.
41. The developer/applicant shall comply with City Standard for "backflow" prevention pursuant to Resolution No. 9615 (1981). A double backflow preventer is required off the water main and is to be located in an above ground enclosure.
42. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to

effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.

43. The developer/applicant shall submit design master plans consisting of combined grading & drainage and sewer & water utilities to ensure the proper functioning and/or phasing of the development. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street. The developer/applicant shall construct concrete drainage swales, approved by the City Engineer, if necessary, to transport storm water across adjacent subdivision lots to reach a City drainage system. A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. The site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
 - a. The developer/applicant shall provide storm drainage calculations showing that the proposed designated drainage area (temporary basin, master basin, etc.) is sufficient in containing runoff.
 - b. A master plan storm drain line interconnecting the drainage systems between the basin west of Burton Middle School and the basin along Lombardi Street will be required as part of this project development. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction.
44. The developer/applicant is notified that a well lot is reserved onsite and the location is approved by the City Engineer and Public Works Director.
45. The developer/applicant shall move existing utility structures (i.e., poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless the utility structures are below grade (Title 24 DSA).
46. The developer/applicant shall provide 3000K LED streetlights on Marbelite poles (Marbelites spaced at a staggered 320' intervals) following Southern California Edison Company specifications, as approved by the City Engineer. Wood poles are expressly prohibited without prior written approval of the City Engineer.
47. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
48. For residential development, the developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 5,000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year.
49. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
50. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The

developer/applicant is required to provide the City Engineer with proof of compliance with County regulations at the time of issuance of a certificate of occupancy.

51. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
52. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
53. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than one acre of total land area **and** which are not a part of a larger common plan of development or sale). Before construction begins the proponent must:
 - a. Submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB).
 - b. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain, at a minimum:
 1. All items listed in Section A of the permit.
 2. Descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and **all** temporary (e.g., fiber rolls, silt fences, etc.) **and** permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States.

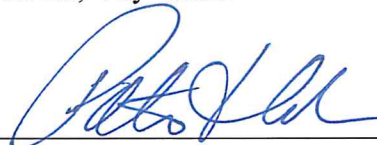
If portions of the project area are to be sold off before the entire project is completed, the proponent must:

- a. Submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining.
- b. Inform each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP.

PASSED, APPROVED AND ADOPTED this 1st day of March, 2022.

By: 
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)

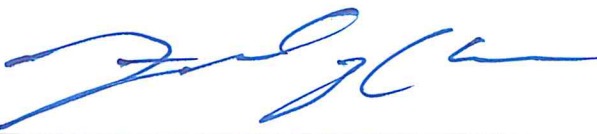
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 1st day of March, 2022.

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

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

JOHN D. LOLLIS, City Clerk

By:



Fernando Gabriel-Moraga, Deputy City Clerk

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES AND HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

1. STREET RIGHT OF WAY FOR THE AVENUES, STREETS, AND DRIVES SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, WATER LINES, AND CONDUITS FOR ELECTRICAL, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, BEING SIX (6) FEET IN WIDTH LYING CONTIGUOUS TO THE AVENUES, STREETS, AND DRIVES SHOWN HEREON AND DESIGNATED AS "6' PUE" (PUBLIC UTILITY EASEMENT).
3. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING, AND BLOCK WALLS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, OVER THOSE CERTAIN STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LE" (LANDSCAPING EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC USE.

1. OUTLOT A AND B TO THE CITY OF PORTERVILLE.

PRESIDIO JJR BROOKSIDE 110, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

BY: Joseph A. Leal BY: JSE MANAGEMENT SERVICES INC. A CALIFORNIA CORP. ITS OPERATING MANAGER
JOSEPH A. LEAL, PRESIDENT

PRESIDIO JJR LAURELWOOD 110, LLC, A DELAWARE LIMITED LIABILITY COMPANY,

BY: Joseph A. Leal BY: JSE MANAGEMENT SERVICES INC. A CALIFORNIA CORP. ITS OPERATING MANAGER
JOSEPH A. LEAL, PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Tulare }

ON August 13, 2024 BEFORE ME, Amanda Ramos, NOTARY PUBLIC, PERSONALLY

APPEARED Joseph A. Leal, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Amanda Ramos
AMANDA RAMOS
PRINT NAME

MY COMMISSION EXPIRES 04/10/2026
MY COMMISSION NO 2396938

PRINCIPAL PLACE OF BUSINESS Tulare COUNTY

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA }
COUNTY OF Tulare }

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SIGNATURE Amanda Ramos
AMANDA RAMOS
PRINT NAME

MY COMMISSION EXPIRES 04/10/2026
MY COMMISSION NO 2396938

PRINCIPAL PLACE OF BUSINESS Tulare COUNTY

BROOKSIDE PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

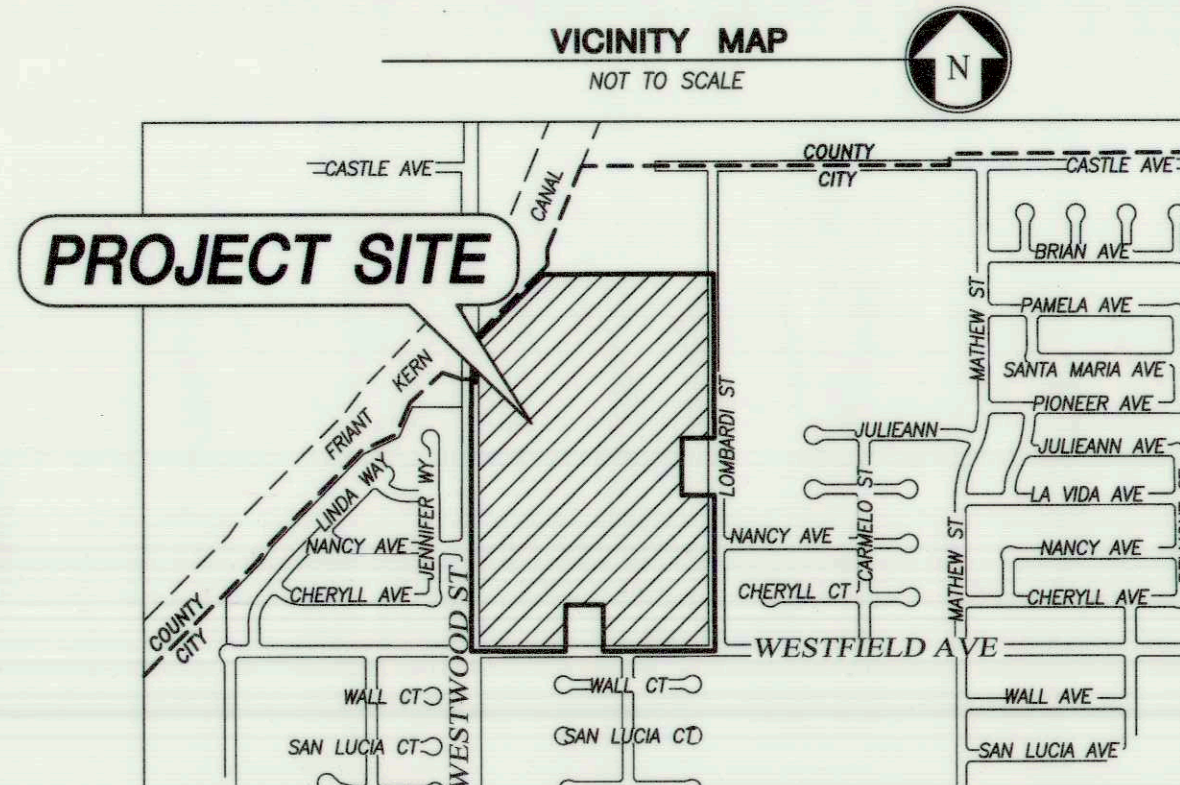
IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

FOR: **SAN JOAQUIN VALLEY HOMES**
5607 AVENIDA DE LOS ROBLES
VISALIA, CA 93291

JOB NO. 200163

AUGUST 2024

BY: **QK**
WWW.QKINC.COM
1-800-955-7599
BAKERSFIELD, CLOVIS, HANFORD, MERCED, PORTERVILLE, VISALIA

**ABANDONMENT OF PUBLIC EASEMENTS**

PURSUANT TO SECTION 66434 (g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS, NOT SHOWN HEREON, ARE HEREBY ABANDONED:

1. EASEMENT FOR PUBLIC UTILITY PURPOSES PER BOOK 4388, PAGE 987, OFFICIAL RECORDS OF TULARE COUNTY.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

THIS SUBDIVISION IS SUBJECT TO A LANDSCAPE AND LIGHTING ACT ASSESSMENT DISTRICT WHICH WILL BE FORMED WITHIN 45 DAYS OF THE RECORDING OF THIS MAP.

FLOOD NOTE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 06107C1630E, FOR COMMUNITY NUMBERS 060407 AND 065066, DATED JUNE 16, 2009, PANEL NO. 1630E, THE PROPERTY ON THIS MAP LIES WITHIN ZONE X, WHICH DOES NOT REQUIRE FLOOD MITIGATION MEASURES.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE FINAL LAND DIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL THE PROVISIONS OF THE LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH. I FURTHER STATE THAT ALL REQUIRED OFFSITE AND ONSITE IMPROVEMENTS HAVE EITHER ALREADY BEEN INSTALLED, HAVE BEEN DEFERRED UNTIL FURTHER DEVELOPMENT, OR ADEQUATE BONDS OR OTHER SUITABLE SURETIES HAVE BEEN PROVIDED.

DATED THIS _____ DAY OF _____, 20____

DANIEL CERVANTEZ, R.C.E. 75530, CITY ENGINEER

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME ON JUNE 3, 2021, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS 13th DAY OF August, 2024

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES, IN MARCH OF 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET AS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP.

DATED THIS 9th DAY OF August, 2024

Antonio S. Westerlund
ANTONIO S. WESTERLUND, P.L.S. 9399

**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____

ROLLAND VAN DE VALK, P.L.S. 7214

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP

DATED THIS _____ DAY OF _____, 20____

CLAUDIA CALDERON, ACTING COMMUNITY DEVELOPMENT DIRECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS SUBDIVISION MAP AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND EASEMENTS; ALL SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED ON SHEET 1.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE, THIS _____ DAY OF _____, 2024.

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

I, PATRICE HILDRETH, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____

BY: _____
DEPUTY

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____

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

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NUMBER: _____ FEE PAID: _____

FILED THIS _____ DAY OF _____, 20____, AT _____ M.

IN BOOK _____, OF MAPS AT PAGE _____, TULARE COUNTY RECORDS,

AT THE REQUEST OF OK.

TARA K. FREITAS, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY



OVERALL BOUNDARY AND SHEET INDEX

BROOKSIDE PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

AUGUST 2024

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- ✚ FOUND SECTION QUARTER CORNER AS NOTED.
- FOUND 3/4" IRON PIPE, TAGGED PLS 9399, PER P1
- ▲ FOUND BRASS DISK FLUSH IN CONCRETE STAMPED "RCE 16094", PER P1
- XX LS YY BOOK XX OF LICENSED SURVEYS, PAGE YY, T.C.R.
- XX OR YY VOLUME XX, PAGE YY OF TULARE COUNTY OFFICIAL RECORDS
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, T.C.R.
- XX RM YY VOLUME XX OF MAPS, PAGE YY, T.C.R.
- CXX CALCULATED RECORD DATA PER REFERENCE XX
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
- T.C.R. TULARE COUNTY RECORDS

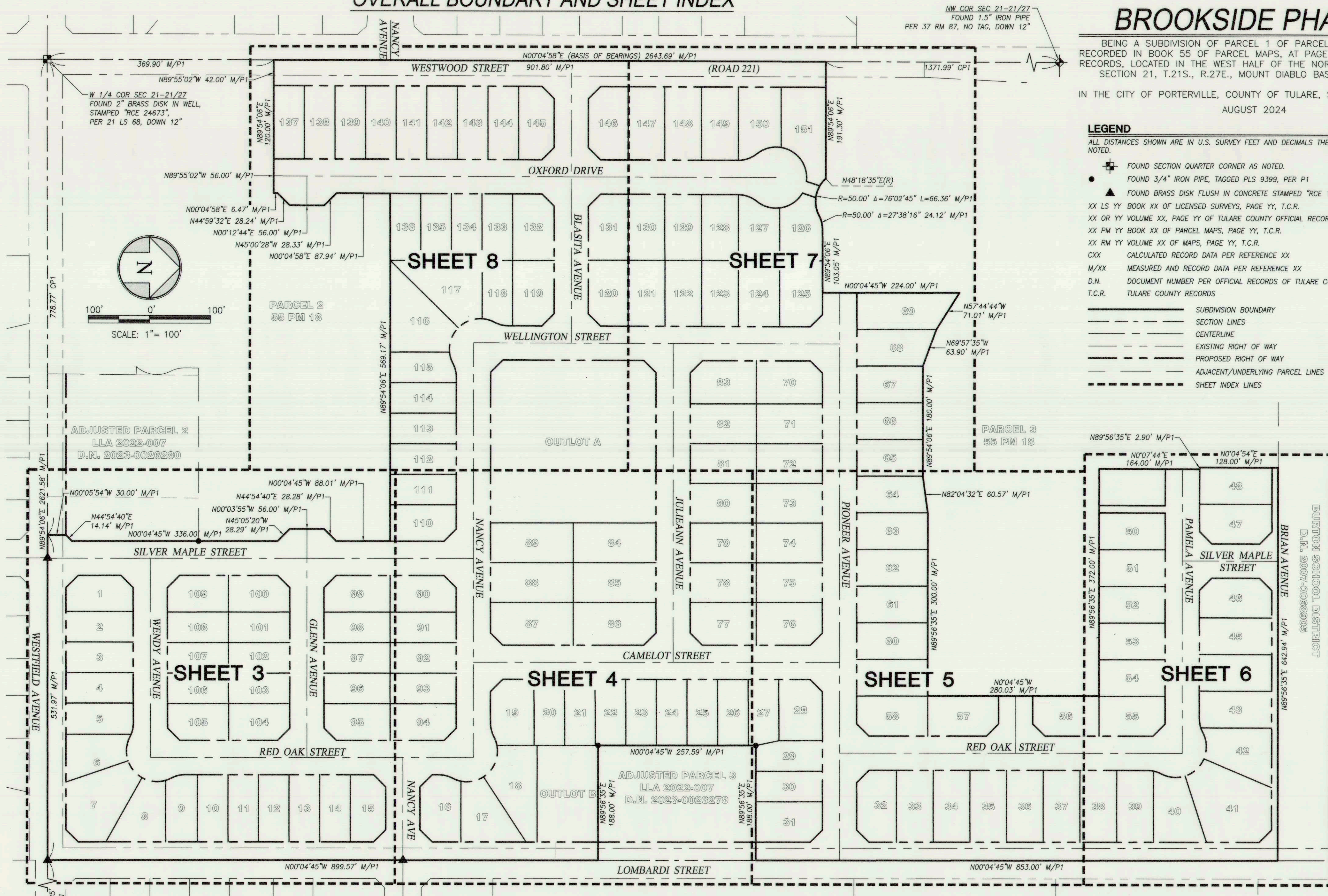
- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES
- SHEET INDEX LINES

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 5410, FILED IN BOOK 55 OF PARCEL MAPS, PAGE 18 T.C.R. TAKEN AS: N00°04'58"W

REFERENCES

P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.



BROOKSIDE PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.
AUGUST 2024

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- FOUND 3/4" IRON PIPE TAGGED PLS 9399, PER P1.
- ▲ FOUND MONUMENT AS NOTED ON SHEET 2.
- ⊙ SET BRASS CAP, STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- XX OR YY VOLUME XX, PAGE YY OF TULARE COUNTY OFFICIAL RECORDS
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX RM YY VOLUME XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX ROW YY BOOK XX OF RIGHTS OF WAY, PAGE YY, TULARE COUNTY RECORDS
- M/XX MEASURED AND RECORD DATA PER REFERENCE XX
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY

- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES

MONUMENT NOTE

ALL FRONT LOT CORNERS, RIGHT OF WAY BCs, ECs, AND BCCs ARE TO BE MONUMENTED WITH A 3/4" IRON PIPE TAGGED "PLS 9399" SET 1 FOOT BELOW THE NEAREST TOP OF CURB ELEVATION.

ALL REAR LOT CORNERS AND ANGLE POINTS ARE TO BE MONUMENTED WITH A 3/4" IRON PIPE TAGGED "PLS 9399" SET 0.75 FEET BELOW ROUGH GRADED ELEVATION.

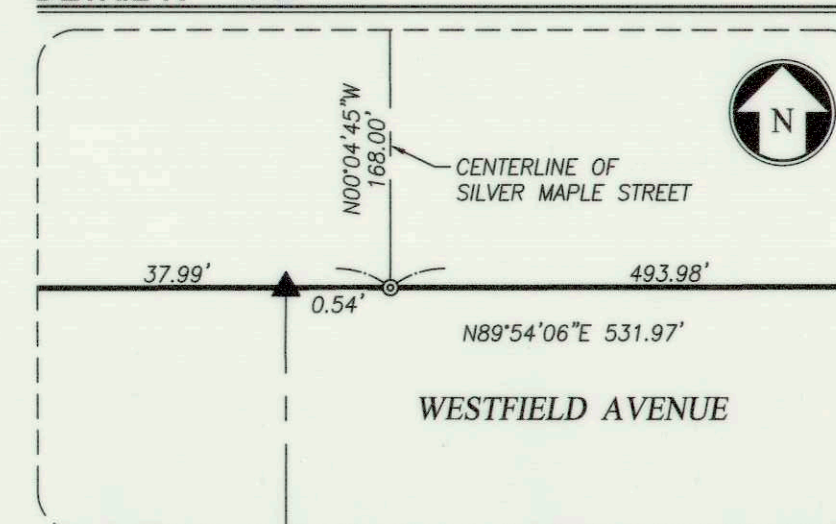
EXCEPTIONS:

- DENOTES A WITNESS CORNER - 3/4" IRON PIPE TAGGED "PLS 9399" TO BE SET 15 FEET FROM REARCORNER, AS MEASURED ALONG THE SIDE LOT LINE.
- DENOTES A WITNESS CORNER - 3/4" IRON PIPE TAGGED "PLS 9399" TO BE SET 15 BY 15 FEET OFFSET FROM CHAMFER CORNER, SAID LOCATION BEING THE INTERSECTION OF LOT LINES OFFSET 15 FEET.

REFERENCES

P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.

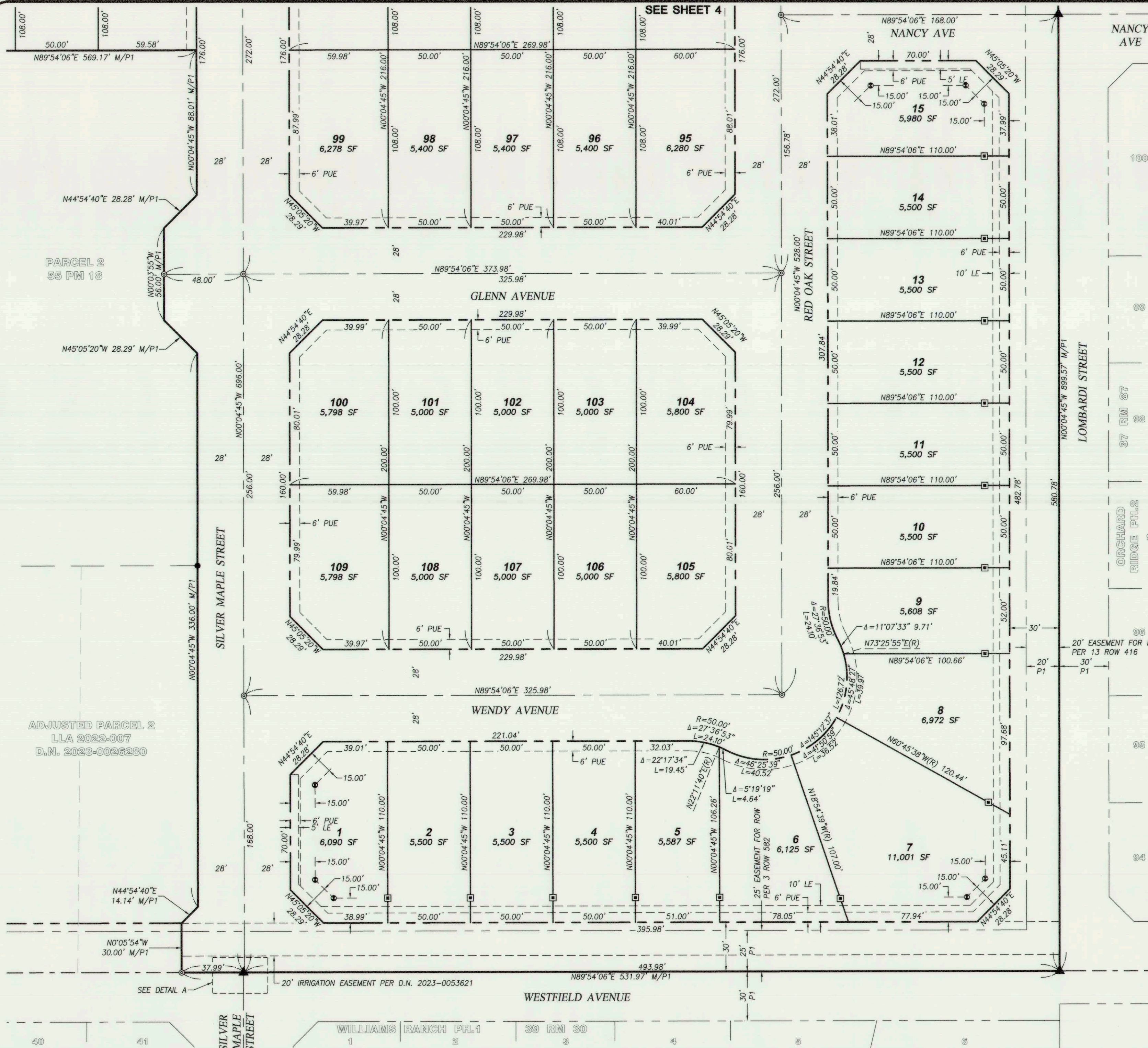
DETAIL A SCALE: 1"=1'



SCALE: 1"=40'

SEE SHEET 2 FOR BASIS OF BEARINGS, OVERALL BOUNDARY, AND SHEET INDEX

SEE SHEET 4



BROOKSIDE PHASE 1

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RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY
RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF
SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.
AUGUST 2024

LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- ▲ FOUND MONUMENT AS DESCRIBED ON SHEET 2
- FOUND 3/4" IRON PIPE, TAGGED PLS 9399, PER P1
- ⊙ SET BRASS CAP STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C.
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX OR YY VOLUME XX, PAGE YY OF TULARE COUNTY OFFICIAL RECORDS
- XX RM YY VOLUME XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX ROW YY BOOK XX OF RIGHTS OF WAY, PAGE YY, TULARE COUNTY RECORDS
- M/XX MEASURED AND RECORD DATA PER XX
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
- SUBDIVISION BOUNDARY
- - - SECTION LINES
- - - CENTERLINE
- - - EXISTING RIGHT OF WAY
- - - PROPOSED RIGHT OF WAY
- - - ADJACENT/UNDERLYING PARCEL LINES

MONUMENT NOTE

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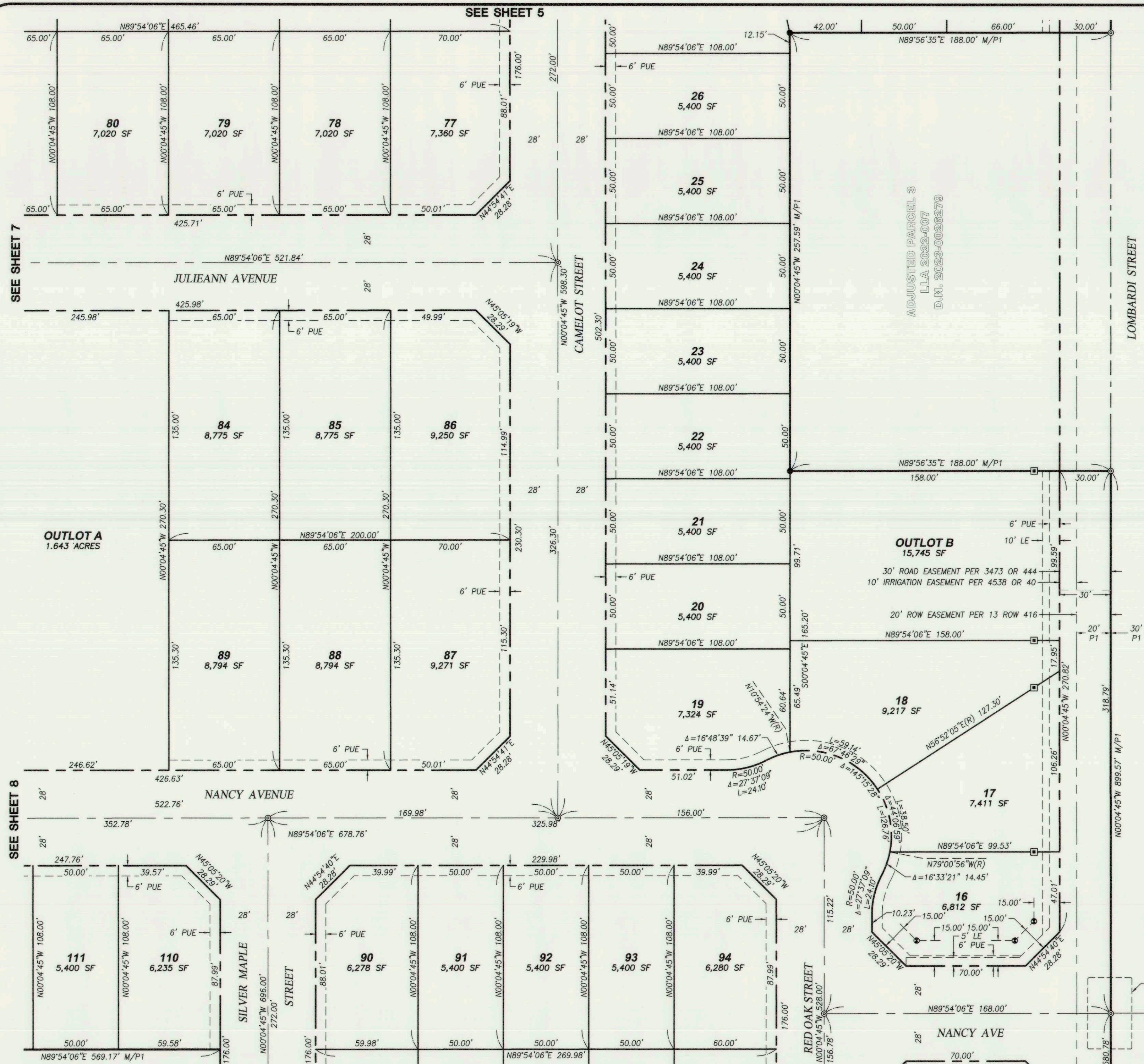
ALL REAR LOT CORNERS AND ANGLE POINTS ARE TO BE MONUMENTED WITH A 3/4" IRON PIPE TAGGED "PLS 9399" SET 0.75 FEET BELOW ROUGH GRADED ELEVATION.

EXCEPTIONS:

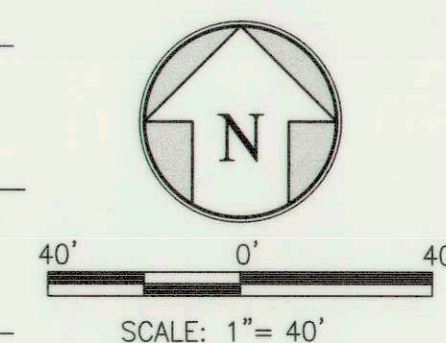
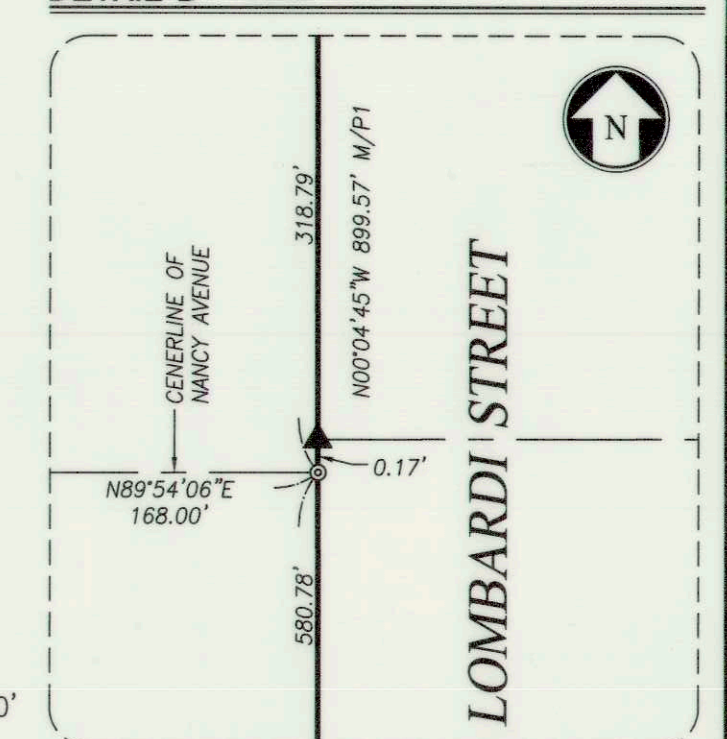
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REFERENCES

P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.



DETAIL B SCALE: 1"=1'



SEE SHEET 2 FOR BASIS IS BEARINGS, SUBDIVISION BOUNDARY, AND SHEET INDEX

SEE SHEET 3

BROOKSIDE PHASE 1

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5410, RECORDED IN BOOK 55 OF PARCEL MAPS, AT PAGE 18, TULARE COUNTY RECORDS, LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN,

IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

AUGUST 2024

LEGEND

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- ⊙ SET BRASS CAP STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C.
- XX PM YY BOOK XX OF PARCEL MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX OR YY VOLUME XX, PAGE YY OF TULARE COUNTY OFFICIAL RECORDS
- XX RM YY VOLUME XX OF MAPS, PAGE YY, TULARE COUNTY RECORDS
- XX ROW YY BOOK XX OF RIGHTS OF WAY, PAGE 416, TULARE COUNTY RECORDS
- M/XX MEASURED AND RECORD DATA PER XX
- D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF TULARE COUNTY
- SUBDIVISION BOUNDARY
- SECTION LINES
- CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- ADJACENT/UNDERLYING PARCEL LINES

MONUMENT NOTE

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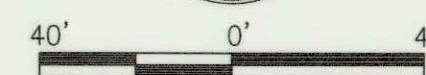
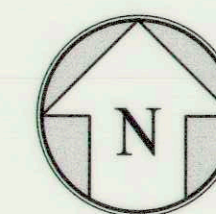
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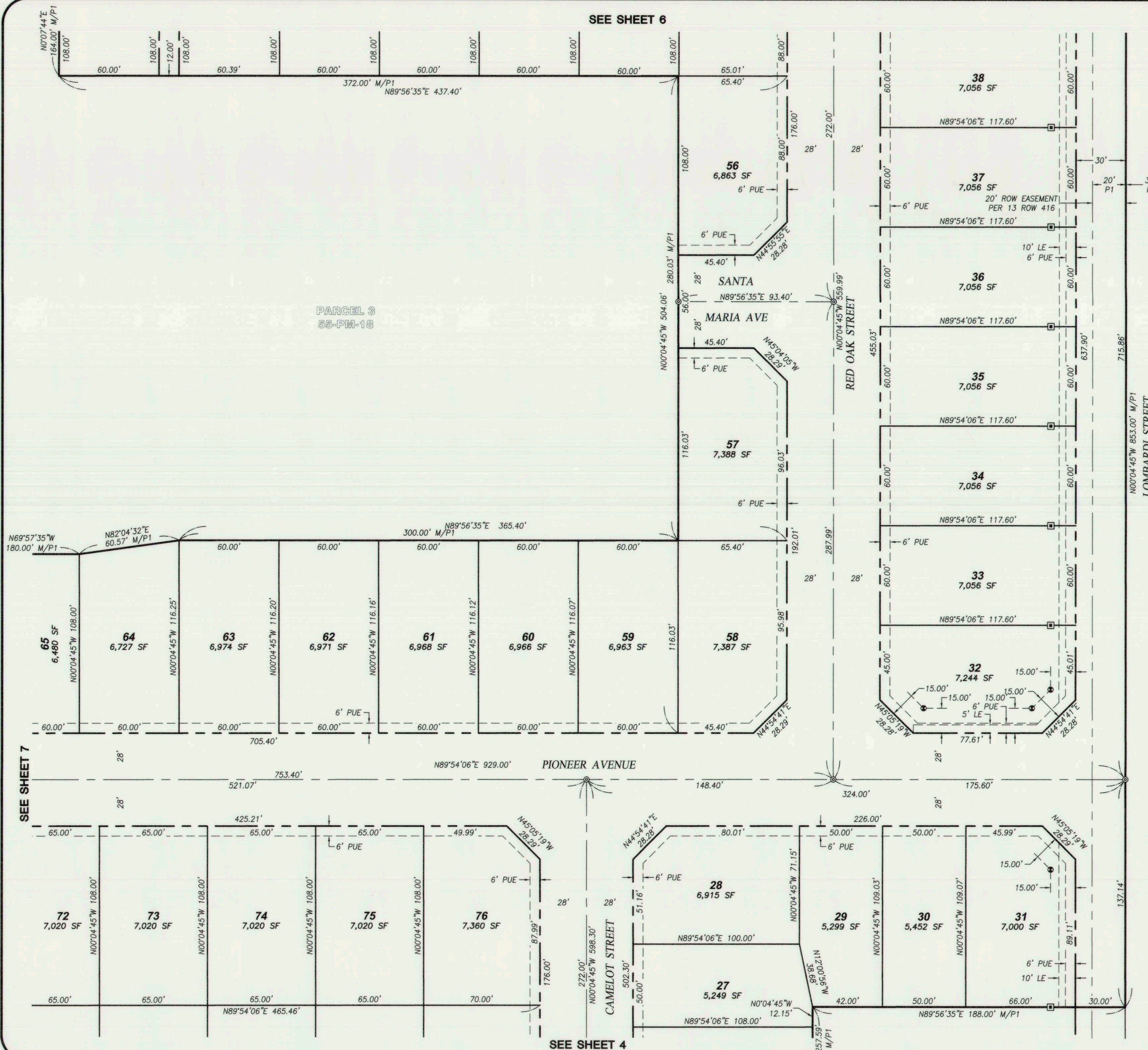
P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.



SCALE: 1" = 40'

SEE SHEET 2 FOR BASIS OF BEARINGS,
OVERALL BOUNDARY, AND SHEET INDEX

SEE SHEET 6



SEE SHEET 4

SEE SHEET 7

PARCEL 3
55-PM-18

BROOKSIDE PHASE 1

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IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.
AUGUST 2024

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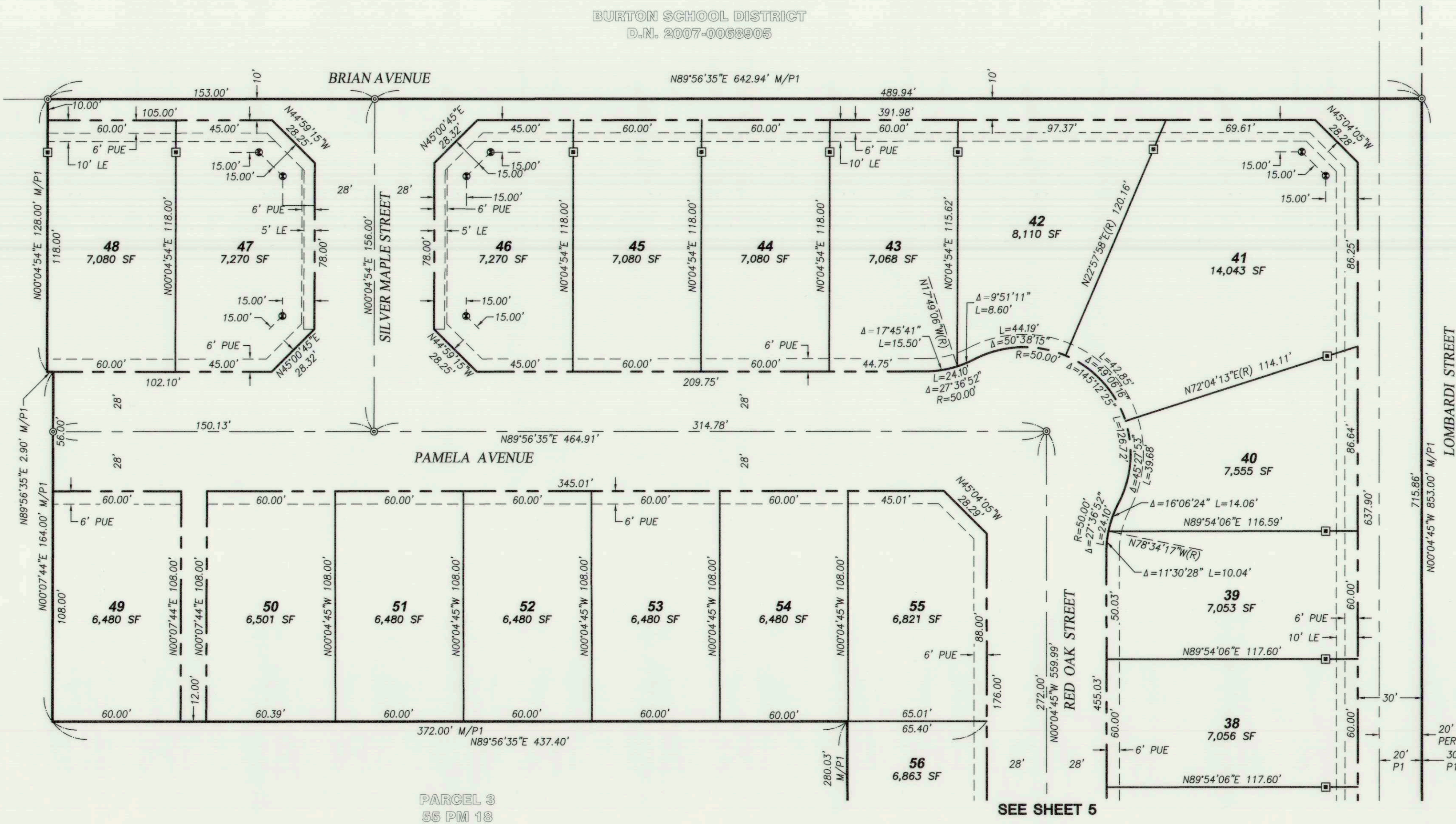
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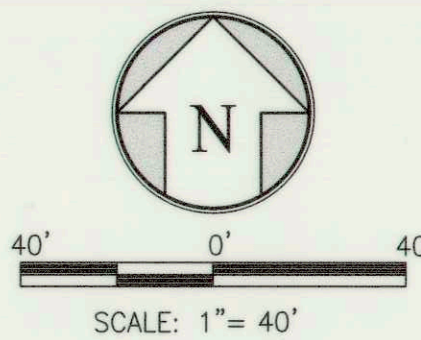
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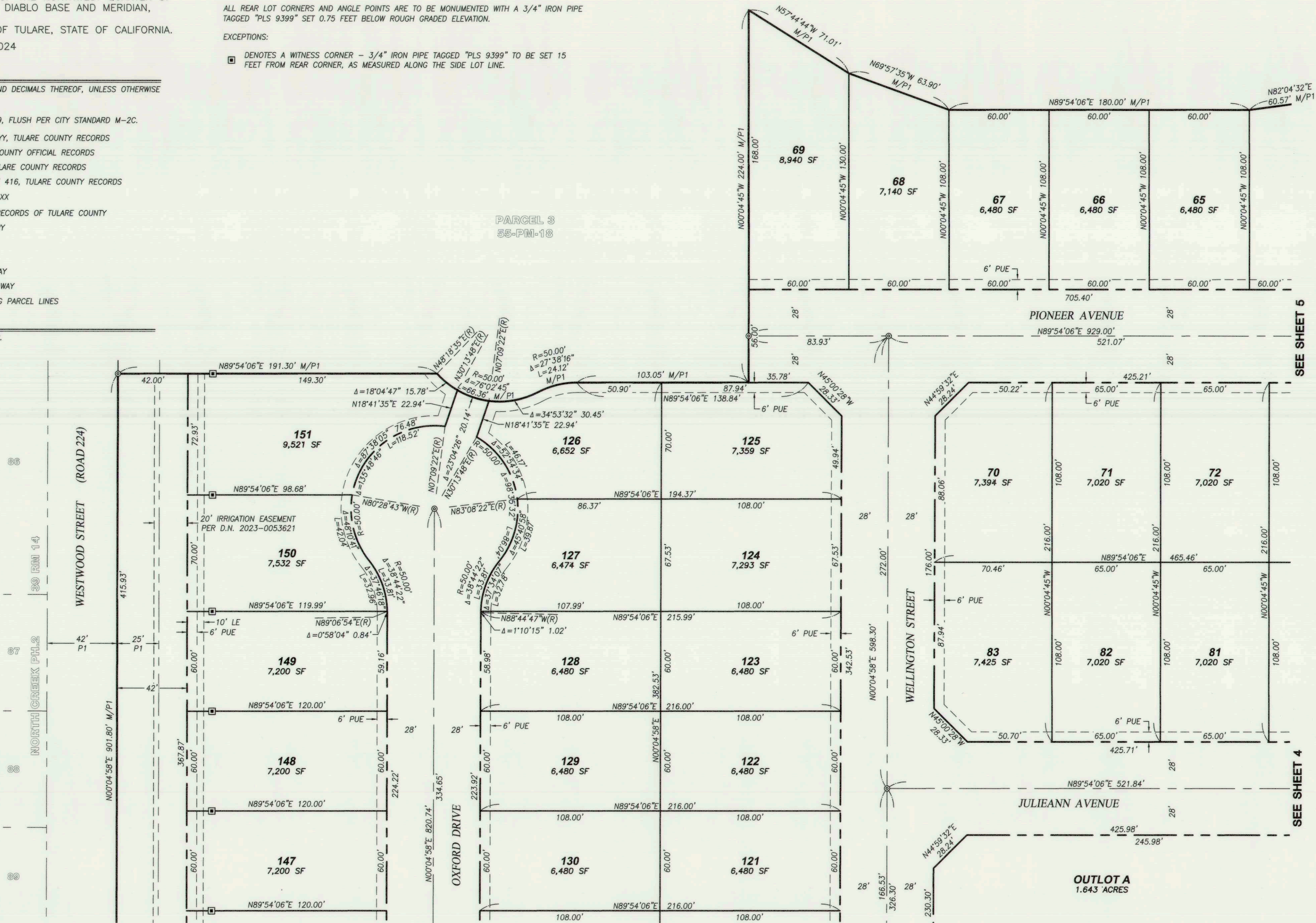
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PARCEL 3
55-PM-18



SEE SHEET 2 FOR BASIS OF BEARINGS, OVERALL BOUNDARY, AND SHEET INDEX



BROOKSIDE PHASE 1

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OUTLOT A
1.643 ACRES

SEE SHEET 4

MONUMENT NOTE

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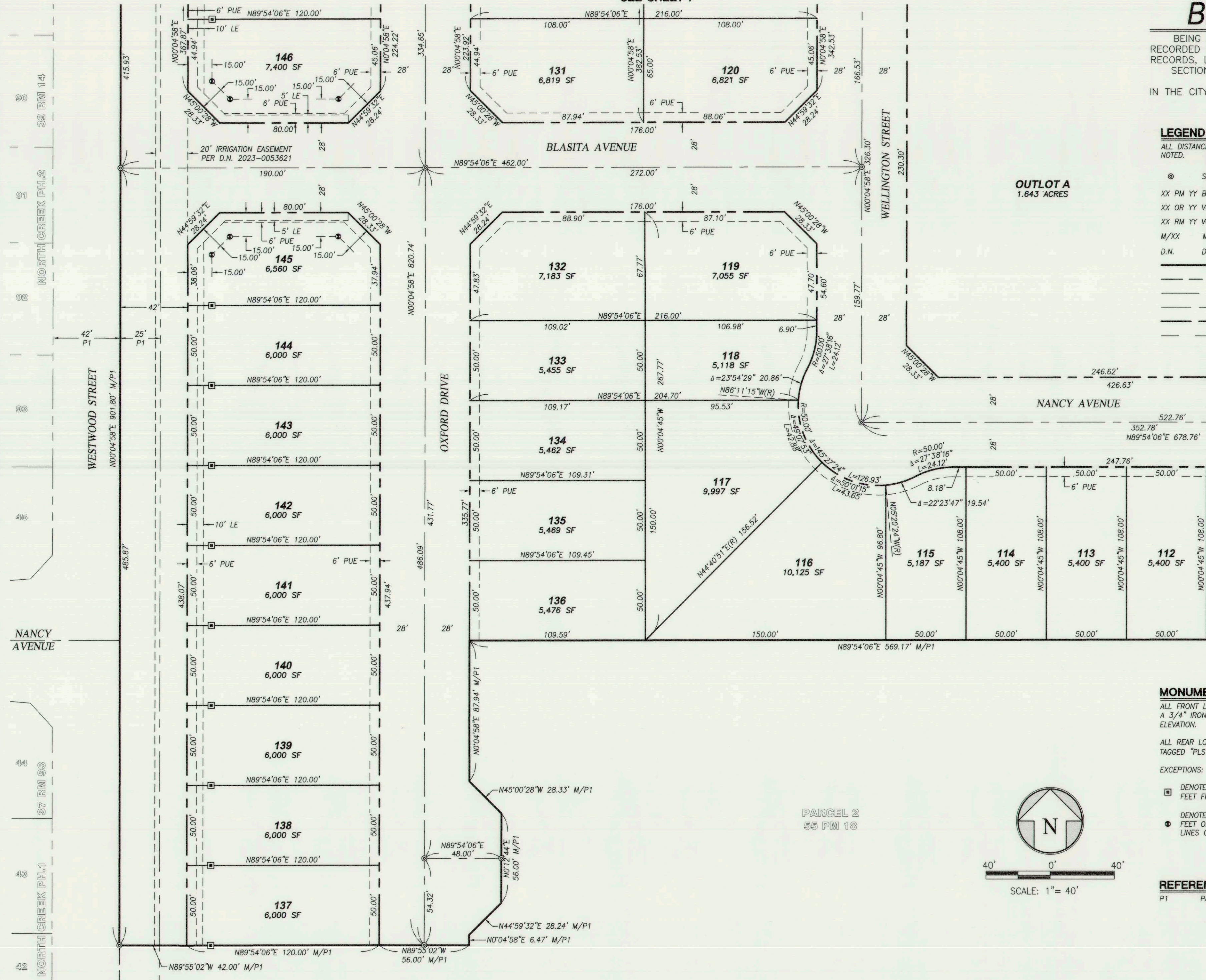
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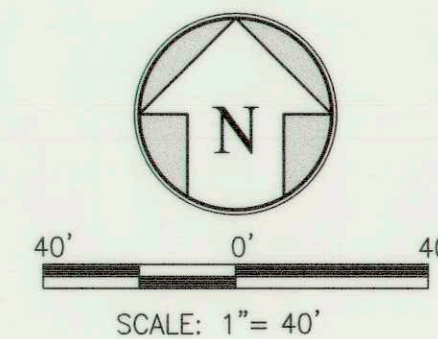
P1 PARCEL MAP NO. 5041, 55 PM 18, T.C.R.

SEE SHEET 2 FOR BASIS OF BEARINGS,
OVERALL BOUNDARY, AND SHEET INDEX

SEE SHEET 7



PARCEL 2
55 PM 18



SUBDIVISION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2024, by and between the City of Porterville, a Municipal Corporation, hereinafter designated and called the "City", and Presidio JJR Brookside 110 LLC , a Delaware Limited Liability Company and Presidio JJR Laurelwood 110, LLC, a Delaware Limited Liability Company, 5607 Avenida de los Robles, Visalia, Ca 93291, hereinafter designated and called the "Subdivider".

RECITALS

1. The Subdivider has presented to the City a certain final map of a proposed subdivision of land located within the corporate limits of the City, and known and described as Brookside, Phase 1, a copy of which map is attached to and made part of this agreement, and said Subdivider has requested the City to accept the dedications delineated and shown on said map for the use and purposes specified thereon, and to otherwise approve said map in order that the same may be recorded, as required by law.
2. The City requires, as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways and public places and easements as are delineated and shown on said map, and they shall be improved by the construction and the installation of the improvements hereinafter specified.
3. Chapter 21, Article 407, Section 407.02 of the Municipal Code of the City of Porterville requires the Subdivider to enter into this agreement with the City whereby Subdivider agrees to do, perform and complete the work and matters herein after in the agreement mentioned and set forth in detail, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the City of Porterville.

4. A portion of the real property needed for certain required public improvements is not currently owned or controlled by the City or Subdivider. California Government Code Sections 66462 and 66462.5 provides that the City can require Subdivider to enter into an agreement to complete the improvements once the City acquires the necessary interest in the property, with the Subdivider responsible for all property acquisition and improvements costs.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on said map, and the approval of said map for filing and recording as provided and required by law, it is mutually agreed and understood by and between the Subdivider and the City, and the Subdivider and the City do hereby mutually agree as follows:

5. The Subdivider shall complete the work and improvements hereinafter specified on or before August 20, 2025, to the satisfaction of the City Engineer. Additional inspection and administration costs past this date must be paid by the Subdivider prior to City Council acceptance of improvements. The Subdivider hereby designates and agrees to compensate the "Supervising Civil Engineer(s)" shown in Exhibit A attached for the purpose of satisfying Sections No. 7-132 and 7-133 of the City Code as defined in Exhibit A attached. Subdivider agrees to notify said Civil Engineer of his duties by giving him a copy of this agreement prior to the start of grading. All grading involving a preliminary soils report shall be performed under the supervision of said Civil Engineer. It shall be the responsibility of said Civil Engineer to supervise and coordinate all site supervision and testing during grading operations. The preliminary soil report, and its recommendation, which has been first approved by the City Engineer, shall be used as a basis for the grading operations. If, in the course of fulfilling this responsibility as the supervising Civil

Engineer, he finds that the work is not being done in conformance with the preliminary report and grading plans approved by the City Engineer or in accordance with accepted practices, he shall immediately notify the person in charge of the grading work and the City Engineer, in writing, of the non-conformity and of the corrective measures to be taken. In the event the supervising Civil Engineer is relieved of or otherwise terminates his duties prior to completion of the work shown on the grading plans, he shall report the fact, in writing, to the City Engineer within forty-eight (48) hours from the time such termination begins together with a report on the status of the work at his last inspection.

In the event the supervising Civil Engineer terminates his duties prior to completion of the work shown on the grading plans, the Subdivider agrees to do one of the following.

- (a) To obtain written approval of a replacement supervising Civil Engineer (licensed to practice in California) from the City Engineer prior to termination of the supervising Civil Engineer, or
- (b) Terminate grading operations until arrangements can be made for a new supervising Civil Engineer, acceptable to the City Engineer, to perform the prescribed duties.

6. The work and improvements, more specifically shown on the attached plans and made a part hereof, shall be done in accordance with the construction standards contained in the Standard Specifications for Public Works Construction, current Edition (Standard Specifications), the Manual of Traffic Controls for Public Works Construction and the City of Porterville Standard Plans and Specifications, as adopted by the City Council, at the sole cost and expense of the Subdivider including all costs of real property acquisition as identified in Section 7 and 8 of this Agreement.

7. The work and improvements are as follows:

All items of work and all improvements required as shown on the improvement plans dated April 30, 2024, as required by City Council Resolution No. 13-2022, and as directed by the City Engineer in accordance with the City of Porterville Standard Plans and Specifications. Special attention is given to resolution conditions #9, #25, #29, and #30 as they pertain to the requirements of APNs 245-010-094 and 245-010-095 to connect to City utilities (water and sewer), abandonment of water wells and septic tanks, the improvements specified for right of way, and full frontage improvements along said parcels.

All work and improvements set forth in this Agreement except for the work and improvements identified in Section 8 below, must be completed prior to any newly developed lot being issued a certificate of occupancy.

8. The real property (“Offsite Property”) necessary for the right of way width for Lombardi Street, consisting of 60 feet which will include 4.5 feet of parkway behind curb, followed by 5 feet of sidewalk, followed by a 10-foot landscape easement, is not currently owned or controlled by the City or Subdivider (collectively “Offsite Property Improvements”). In accord with California Government Code Sections 66462 and 66462.5, Subdivider agrees to reimburse the City the cost of acquiring the Offsite Property as provided in California Government Code Section 66462.5. Subdivider further agrees to complete the required improvements at Subdivider’s sole expense, once the City holds the necessary interest in the Offsite Property. The City will proceed with acquisition procedures as soon as possible after the approval for recordation by the City Council of the Final Map, and Subdivider’s deposit with the City of \$50,000.00 in the form of cash as an advance for a portion of the costs from Subdivider. Subdivider’s responsibility to pay or reimburse all costs initiates with the Subdivider’s execution of this Agreement. The City shall provide documentary support for the costs of acquiring the Offsite Property

incurred upon Subdivider's request. Subdivider shall reimburse City within 30 days of receipt of written demand for costs exceeding the amount advanced, and such demands may be submitted periodically by the City as costs are incurred. In the event the amount advanced exceeds the cost of acquisition, the City shall return the excess amount to Subdivider once property acquisition is complete. "Costs" include the amount of compensation provided to the property owner and the costs incurred by the City to acquire the Offsite Property, including legal costs and fees, fees and costs for the appraisal of the Offsite Property ("Appraisal"), cost of the right of way consultant services and other costs incurred by the City to acquire the Offsite Property and comply with the requirements for public property purchases and/or California eminent domain law. If the City does not have legal possession of the Offsite Property to allow Subdivider to commence construction and installation of the Offsite Property Improvements on or before December 1, 2024, construction and installation of the Offsite Property Improvements will not be required to be completed prior to any newly developed lot being issued a certificate of occupancy. However, upon receipt by the Subdivider of ten (10) business days written notice from the City confirming the City has legal possession of the Offsite Property, Subdivider will commence construction and installation of the Offsite Property Improvements prior to expiration of said ten (10) business day period and complete construction and installation of the Offsite Property Improvements within thirty (30) business days.

9. Subdivider has paid to the City of Porterville, in accordance with Chapter 19A, Article II, of the Porterville Municipal Code, the required fee to defray the costs of constructing planned local drainage facilities for the removal of surface and storm waters from the Subdivision.
10. It is agreed that the City shall inspect all work. All of the work and improvements and

materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file in the Office of the City Engineer of the City and the Standard Plans and Specifications of the City, which said plans and specifications and standards are hereby referred to and adopted and made a part of this agreement. In case there are not any standard specifications of the City for any of said work, it is agreed that the same shall be done and performed in accordance with the Standards and Specifications of the State of California, Business of Transportation Agency Department of transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City.

Subdivider agrees to submit the names of all his proposed contractors and subcontractors for City approval, two weeks prior to initial start of construction. Subdivider agrees to arrange a preconstruction conference with the City, involving representatives of all contractors who are to work on the subdivision, one week prior to the initial start of construction. Subdivider agrees to provide the City with 24-hour notice prior to starting work requiring inspection if there has been no construction work in the subdivision for the two prior working days. Twenty-four (24) hours prior to the performance of any overtime work, Subdivider shall obtain written permission to perform said work. Said written approval shall be kept on the job site at all times during performance of overtime work. Subdivider agrees to pay the City's cost (including overhead) for overtime inspection work (i.e. work performed more than eight (8) hours per day or forty (40) hours per week or for work performed on weekends and holidays).

11. Prior to the approval by the Council of the City of said final map, the Subdivider shall furnish to the City a bond for:

- (a) Performance security in the sum of Seven million, three hundred and fifty thousand Dollars and no Cents (\$ 7,350,000.00), which is equal to one hundred

percent of the total estimated cost of the work required. All to be conditioned upon the faithful performance of this agreement and a bond for:

(b) Payment security in the sum of Seven million, three hundred and fifty thousand Dollars and no Cents (\$ 7,350,000.00), which is equal to one hundred percent of the total estimate cost of the work required to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvement. Bonds shall be by one or more duly authorized corporate sureties subject to the approval of the City. Said payment security shall also secure payment to the City of the cost of real property acquisition necessary for improvements, to the extent not covered by other security as set forth in this Agreement.

(c) On acceptance of the required work, warranty security shall be furnished to or retained by the City in the amount of five percent of the improvement security for performance, for guarantee and warranty of the work for a period of one-year following acceptance against any defective work or labor done or defective materials furnished. In accordance with Chapter 21, Article 407, Section 407.02 of the Porterville Municipal Code, said warranty security shall be in the form of cash or a certificate of deposit or a maintenance bond.

(d) As a part of the obligation of the Subdivider and in addition to any and all furnishing for faithful performance of this agreement, the Subdivider agrees that the City shall be entitled to costs and reasonable expenses and fees, including reasonable attorney's fees which may be incurred in effectively enforcing the obligation secured.

12. The City shall not be liable to the Subdivider or to any other person, firm or corporation

whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the subdivision of said land covered by this agreement, or any part thereof.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, resulting directly or indirectly from the performance of any or all work to be done in and upon the street rights of way in said subdivision and upon the premises adjacent thereto pursuant to this agreement, and also from all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees and subcontractors, while engaged in the performance of said work.

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein.

No occupancy permit shall be issued until an approved "all weather" street frontage and access is constructed. The issuance of any occupancy permits by the City for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the streets and improvements in said subdivision.

13. The Subdivider and his subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, as required by Section 4200 of the Government Code.

14. Initial compaction and soil tests for street, sewer, water and other work within the public right of way shall be ordered by and paid for by the Subdivider. Sewer and utility trench tests shall be taken in varying locations and depths as required by the engineer. Compaction tests failing to meet the City's requirements shall be reordered by the Subdivider.
15. The Subdivider shall comply with Street, Plumbing, Building, Electrical, Zoning Codes and any other codes of the City.
16. It shall be the responsibility of the Subdivider to coordinate all work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the City of Porterville be placed in the position of making decisions that are the responsibility of the Subdivider. It shall further be the responsibility of the Subdivider to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the Subdivider to notify the City Engineer may cause delay for which the Subdivider shall be solely responsible.
17. Whenever the Subdivider varies the period during which work is carried on each day, he shall give due notice to the City representative so that proper inspection may be provided. Any work done in the absence of the City's Inspector will be subject to rejection. The inspection of the work shall not relieve the Subdivider of any of his obligations to fulfill the agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

Any damage to the sewer system, concrete work or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Subdivider

before release of bond, or final acceptance of completed work.

18. Adequate dust control shall be maintained by the Subdivider on all streets within and without the subdivision on which work is required to be done under this agreement, from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control", as used herein, shall mean the sprinkling of the streets with water, or the laying of a dust coat of oil thereon with sufficient frequency to prevent the scattering of dust, by wind or the activity of vehicles and equipment, onto any street area or private property adjacent to the subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets by this paragraph, the City Engineer shall give notice to the Subdivider to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the Subdivider, or, at the election of the City Engineer, such notice may be mailed to the Subdivider at his address on file with the City Engineer. If, within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, the Subdivider shall not have commenced to maintain adequate dust control or shall, at any time, thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and of the City or by contract as the City Engineer shall determine, and the Subdivider agrees to pay to City, forthwith upon receipt of billing therefore, the entire cost to the City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within 14 calendar days and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

19. The Subdivider shall install all improvements in accordance with Chapter 21, Article 407, Section 407.2 of the Municipal Code of the City of Porterville and the construction plans.
20. Concrete curbs and gutters, the sanitary sewer system and house connections together with water mains, electrical systems, and their respective service connections shall be completed in the streets and alleys before starting the street and alley surfacing.
21. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

[Signatures on page to follow]

The parties have executed this agreement on the day and year first above written.

CITY OF PORTERVILLE, A Municipal Corporation

Martha A. Flores, Mayor*

ATTEST:

Presidio JJR Brookside 110, LLC, a Delaware
Limited Liability Company

By: JJR Management Services, Inc., a California
Corporation, its Operating Manager

Patrice Hildreth, City Clerk*

By: _____
Joseph A. Leal, its President*

Presidio JJR Laurelwood 110, LLC, a Delaware
Limited Liability Company

By: JJR Management Services, Inc., a California
Corporation, its Operating Manager

By: _____
Joseph A. Leal, its President*

* Notarization Required

Rev. 2022

P:\pubworks\General\Land Development\Residential\Brookside SJVH\Agreements\Subdivision Agreement - Brookside, Phase 1.docx

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare ss.

On _____, 20__, before me, _____, a notary public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Signature of Notary Public

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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State of California

County of Tulare

SS.

On _____, 20____, before me, _____, a notary public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
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State of California

County of Tulare ss.

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WITNESS my hand and official seal.

SEAL

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State of California

County of Tulare

SS.

On _____, 20____, before me, _____, a notary public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

SEAL

Signature of Notary Public



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Request for Will Serve Letter - 831 E. Date Ave.

SOURCE: Community Development

BACKGROUND: The property located at 831 E. Date Avenue currently receives water via an Extraterritorial Service Agreement (ESA) as an emergency water service connection through the Department of Water Resources (DWR) Emergency Connection Project for East Porterville, in which the property qualified as part of the East Porterville Feasibility Study Project Area. The ESA was approved on September 10, 2016, and the application included an Irrevocable Agreement for Annexation (IAA #09-02) with a Deed Restriction for future development (attached.) The document was recorded at the Tulare County Recorder's office as Record Number 2017-0061500 on October 6, 2017.

COMMENT: The property at 831 E. Date Avenue (APN 262-270-002) is located in East Porterville, outside the city limits and within the city's Urban Development Boundary. The property is currently developed for residential use (duplex).

ANALYSIS: Staff received a request for a will-serve letter to provide a second water connection service to the existing property for the development of a residential dwelling unit. The applicant received approval from the County of Tulare under PZV 24-023 (MD) for a minor deviation, which will allow the applicant to obtain a building permit for a manufactured home that is older than ten (10) years of age and to place said manufactured home on a property located in the County's C-2 (General Commercial) Zone District. As a condition of water service connection through the Extraterritorial Service Agreement, a deed restriction was recorded that outlined, "no expansion or modification of this use, including conversion of structures or addition of habitable structures, may be permitted without approval of the City Council of the City of Porterville."

ENVIRONMENTAL REVIEW: On August 12, 2024, the Environmental Coordinator decided that the project is exempt from CEQA as a ministerial project as it consists solely of the approval of an individual utility service connection (CEQA Guidelines §15268(b)(4)).

RECOMMENDATION: That the City Council adopt the draft resolution approving the second water service connection at 831 E. Date Avenue.

ATTACHMENTS:

1. Draft Resolution
2. LocatorMap

3. PZ 24-023 Minor Deviation Application Decision No. 0895
4. Recorded Irrevocable Agreement for Annexation #9-02

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

RESOLUTION NO.____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A SECOND SERVICE FOR MUNICIPAL WATER FOR PROPERTY
LOCATED AT 831 E. DATE AVENUE**

WHEREAS: The California State Water Resources Control Board, in coordination with the Department of Water Resources, conducted a feasibility study to define a long-term solution to the water-related issues in East Porterville.; and

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

WHEREAS: The property located at 831 E. Date Ave. (APN 262-270-002) qualified under the East Porterville Feasibility Study Project Area and an Extraterritorial Service Agreement (ESA) was processed on September 10, 2016; and

WHEREAS: The Extraterritorial Service Agreement (ESA) included an Irrevocable Agreement for Annexation, IAA # 09-02, and a Deed Restriction, which document was recorded at the Tulare County Recorder's on October 6, 2017 as Record Number 2017- 0061500; and

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

WHEREAS: as the purveyor of domestic water in the area, the City of Porterville is obligated to provide a water service to said residential dwelling unit if requested; and

WHEREAS: This project is exempt from CEQA pursuant to CEQA Guidelines Section §15268, Ministerial Projects.

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

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

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2024.

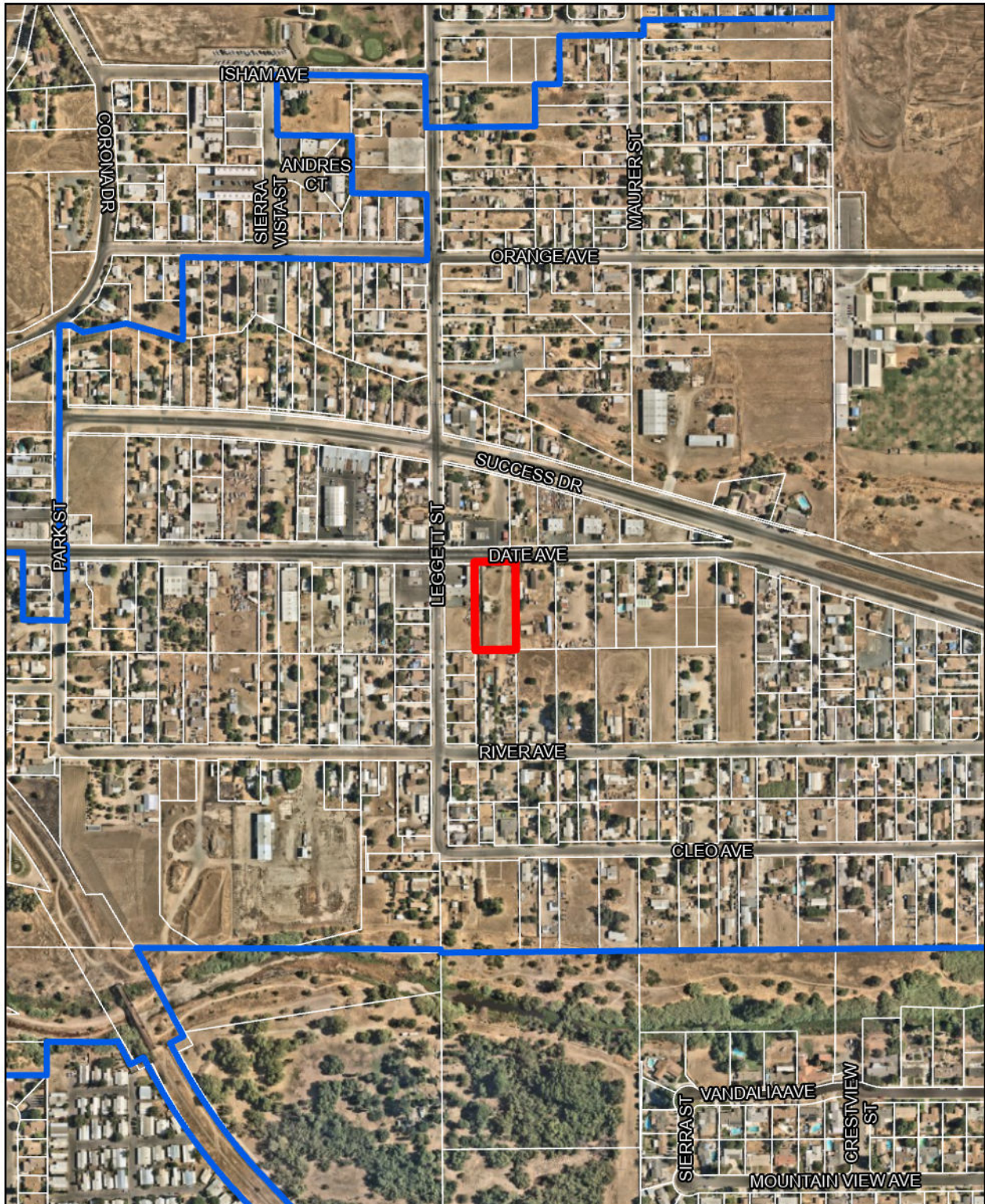
Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

BY _____
Fernando Gabriel-Moraga,
Acting Deputy City Clerk

Locator Map

APN 262-270-002



-  Project Location
-  City Limits

1 in = 500 feet



Date Printed: 8/22/2024 by the Community Development Department

BEFORE THE PLANNING DIRECTOR
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF MINOR DEVIATION	)	
APPLICATION NO. PZV 24-023 (MD)	)	DECISION NO. 0895
FOR MOBILEHOME OLDER THAN TEN YEARS	)	
FRIAS	)	

Decision of the Planning Director of the County of Tulare approving a minor deviation requested by Sergio Frias, 824 East River Avenue, Porterville, CA 93257, from the provisions of Section 6.G.1. Standards for Manufactured Homes: The installation of a manufactured home in accordance with Subsection A of this Section shall not be permitted if more than ten (10) years have elapsed between the date of manufacture of the manufactured home and the date of issuance of a permit to install the manufactured home, in the C-2 (General Commercial) Zone, located at 831 East Date Avenue, on the south side of East Date Avenue and approximately 100 feet east of Leggett Street, within the East Porterville Urban Development Boundary (APN: 262-270-002).

The Planning Director hereby determines the following findings were relevant in evaluating this application:

1. An application for a Minor Deviation has been filed pursuant to the regulations contained in Section 16 of Ordinance No. 352, the Zoning Ordinance. The request pertains to Section 16.I.D of Ordinance No. 352, which allows the Planning Director to grant or deny requests for minor deviations from established zoning development standards and restrictions.

2. This minor deviation will allow for a mobilehome that is older than ten (10) years of age. This minor deviation will allow the applicants to obtain a building permit for a manufactured home that is older than ten (10) years of age and to place said manufactured home on a property located in the C-2 (General Commercial) Zone.

3. Allowing the minor deviation invokes the County's responsibility to protect the health, safety, and welfare of its citizens in bringing existing uses into compliance. In addition, the granting of the minor deviation will ensure that the Project is more in compliance with its existing uses and in compliance with the neighboring properties. The granting of the minor deviation will not allow any special use, as it is merely allowing a mobilehome older than ten (10) years of age to obtain a building permit.

4. A Compliance Reporting and Monitoring Schedule has been established for this project pursuant to Section 22 of the Tulare County Zoning Ordinance. Fees, required to defray the expenses incidental to the compliance reporting and monitoring, will be required to be deposited into a Compliance Reporting and Monitoring Account prior to recording the Resolution (Exhibit "C").

5. Staff has given notice of the Planning Director's intention to consider the granting of a Minor Deviation as provided in Section 16.I.D.2.B of said Ordinance No. 352. The Notice of

Application and Comment Period to All Contiguous Property Owners was mailed on June 6, 2024. No comments were received.

The Planning Director further finds the proposed minor deviation will not have a significant effect on the environment and certifies that the project is categorically exempt in accordance with the State Guidelines for the Implementation of the California Environmental Quality Act of 1970, pursuant to Section 15303, Class 3; "New Construction or Conversion of Small Structures" is applicable and appropriate as the mobilehome will be less than 2,500 square feet.

NOW, THEREFORE, BE IT DETERMINED AS FOLLOWS:

- A. The Planning Director hereby finds the request to be consistent with the General Plan, is in substantial compliance with the Tulare County Zoning Ordinance, is exempt from California Environmental Quality Act review, does not adversely affect surrounding properties or the property of the applicant, and is for good cause and to avoid a substantial hardship.
- B. The Planning Director of the County of Tulare hereby approves Minor Deviation Application No. PZV 24-023 (MD), as requested, subject to the following conditions:
 1. Unless otherwise indicated herein, development shall be in accordance with the plan(s) as submitted by the applicant and/or as modified by the Planning Director (Exhibit "A").
 2. Regardless of Condition No. 1 above, the Planning Director is authorized to approve minor modifications in the approved plans upon a request by the applicant, or his successors. Such modifications shall be noted on the approved plans and shall be initialed by the Planning Director.
 3. This minor deviation will not be effective until ten (10) calendar days after the mailing of the notice of the Decision and until a certified copy of the decision of the Planning Director granting said permit with a duly authorized acceptance, in the form approved by the County Counsel, endorsed thereon.
 4. In accordance with Section 7-29-1070(a) of the Tulare County Ordinance Code, and as a condition of approval of the minor deviation, a Right to Farm Notice shall be recorded with the resolution approving the minor deviation (See Exhibit "B").
 5. Applicant shall ensure the compliance of all architectural requires pursuant to Section 6.G.2 of the Tulare County Zoning Ordinance.
 6. Applicant shall provide All-weather (2" after compact- crushed rock, road base, or DG) 20 feet Fire Dept. access road, with a maintained 13 feet 6 inches vertical clearance.

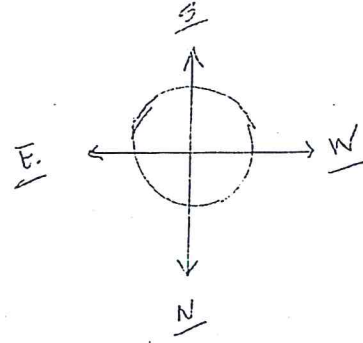
7. Applicant shall ensure that permanent address number, 4" x 3" x 1/2" line width, are visible from the street.
8. Applicant shall Install a current Fire Extinguisher(s), 2A-10BC mounted at 4'.
9. Applicant shall ensure the installation of smoke detectors/carbon dioxide monitors in the hallways and some detectors in each bedroom.
10. All water heaters must have two earthquake straps properly installed (top & bottom) or lagged down.
11. A Knox Box or Knox padlock for locked or gated properties.
12. All Gates shall be installed 30' back from the public way and open inward
13. The Applicant shall remove all dead and dying vegetation within 30 feet of all structures, plus 10' from all property lines, and on each side of the driveway
14. A fire final shall be required upon completion of the project.
15. Applicant shall remove all dead and dying vegetation within 30 feet of all structures, plus 10' from all property lines, and on each side of the driveway. Vegetation must be disposed of prior to the start of construction.
16. A Know Box or Knox padlock shall be required for all locked or gated properties.
17. All gates shall be installed 30 feet back from the public way and open inward.
18. The Applicant must obtain a will-serve authorization for water and sewer service for the proposed dwelling.

TULARE COUNTY RESOURCE MANAGEMENT AGENCY
Reed Schenke P.E., Director

By: 
Aaron R. Bock, MCRP, JD, LEED AP
Assistant Resource Management Agency Director

Date Approved: 7.10.24

Exhibit "A"



300'

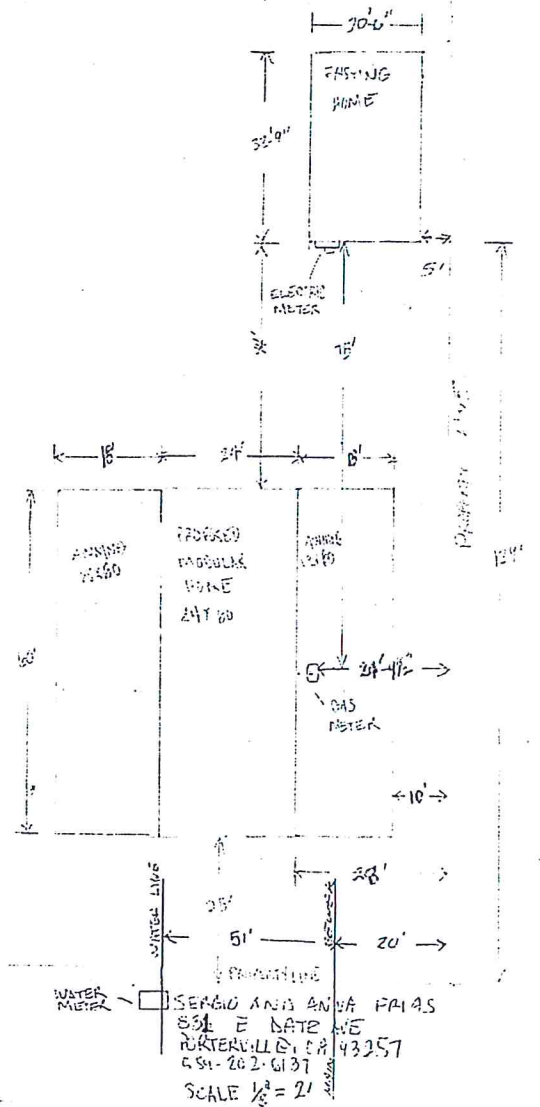
DRAWING

43'

113'-6 1/2"

APR. # 262-270-002-000
301 E. DATE AVE
PORTERVILLE, CA 95257

E. DATE AVE.



SENGIO AND ASSOCIATES
301 E. DATE AVE
PORTERVILLE, CA 95257
CS-202-0137
SCALE 1/8" = 2'

EXHIBIT B

RIGHT TO FARM NOTICE

RE: Zone Variance No. PZV 24-023

or

Parcel Map No. _____

or

Subdivision Map No. _____

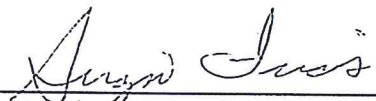
or

Mining and Reclamation Plan No. _____

In accordance with Section 7-29-1070(a) of the Tulare County Ordinance Code; and as a condition of approval of the above-referenced use permit, parcel map, subdivision map or mining and reclamation plan, the undersigned hereby acknowledges that:

It is the declared policy of Tulare County to conserve, enhance and encourage agricultural operations within the County. Residents of property on or near agricultural land should be prepared to accept the inconveniences and discomfort associated with agricultural operations, including, but not necessarily limited to: noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. Consistent with this policy, California Civil Code Section 3482.5 provides that no agricultural operation, as defined and limited by that section, conducted and maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three years if it was not a nuisance at the time it began.

Dated: 7/10/2024


(Signature)

Sergio Frias
(Print Name)

Dated: _____

(Signature)

(Print Name)

EXHIBIT "C"

COMPLIANCE REPORTING AND MONITORING SCHEDULE AND FEE NOTICE

CASE NO. PZV 24-023 (MD)

Section 22 of the Tulare County Ordinance mandates a program to monitor and ensure compliance with conditions imposed as part of approval of this project. It also mandates that fees be imposed to defray the expense incidental to any monitoring and compliance reviews.

Compliance review fees are based on an hourly rate as adopted by the Tulare County Board of Supervisors. The minimum deposit is based on the estimated number of inspections for the compliance review process.

A Compliance Reporting and Monitoring Schedule was established and imposed as a condition of your use permit. **The first compliance review of your project is schedule for 12 months from the date of approval.** If the use is to commence prior to the first scheduled inspection, you must call (559) 624-7000 to reschedule the first inspection.

Prior to recording the Resolution/Decision and Acceptance Form, a deposit of \$ 65.00 must be made to the Compliance Reporting and Monitoring Account. This deposit can be made at the Tulare County Resource Management Agency offices located at 5961 S. Mooney Blvd., Visalia. The deposit is based on the estimated number of compliance inspections required to carry out the compliance reporting and monitoring schedule. Additional deposits may be required if the account is depleted. If the use has not commenced and an extension of time is needed, an additional deposit is required with the extension of time request.

Upon completion of the project and/or termination of the compliance reporting and monitoring schedule, the deposit account will be reviewed to determine if excess fees exist. A written request is required for a refund of excess fees remaining in the account. These fees are also subject to waiver or refund under Sections 130 and 135 of the Tulare County Ordinance Code.

If you have any questions regarding this notice, please contact Building Inspection/Code Compliance staff at (559) 624-7000.

**ACCEPTANCE OF CONDITIONS OF APPROVAL FOR
MINOR DEVIATION PZV 24-023(MD)**

SERGIO FRIAS

(Names)

do hereby accept the Minor Deviation granted by the foregoing Decision of the Tulare County Planning Director and agree that said I/we, my/our heirs, executors, administrators and assigns will well and faithfully observe all of the conditions and qualifications to said Minor Deviation as set forth in the foregoing Decision of the Tulare County Planning Director attached thereto, and I/we acknowledge and agree that should I/we, my/our heirs, executors, administrators or assigns, fail to observe any of the said conditions or qualifications to said Minor Deviation, the Planning Director or any body or officer designated by law or ordinance may, on its own motion, revoke or modify said Minor Deviation pursuant to the procedure established by law or ordinance and said minor deviation shall thereupon be null and void and of no further effect.

SERGIO FRIAS

(Print Name)

Sergio Frias

(Signature)

=====
Note: This "Acceptance" form must be accompanied by a Notary Public's acknowledgment of the signature(s) above.
=====

**DO NOT RECORD UNTIL THIS SECTION HAS BEEN SIGNED OFF BY
THE RESOURCE MANAGEMENT AGENCY**

Compliance Fees \$ _____ Received by _____ Receipt No. _____ Date _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of TulareOn July 10, 2024
Datebefore me, Velma Quiroz, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Sergio Frias

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Velma Quiroz

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: P2V 24-023 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

2017-0061500

Recording Requested by and
Upon Recordation return to:

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

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder
LC
08:10AM 06-Oct-2017 Page 1 of 4

0.00

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

IAA# 9-02

Irrevocable Agreement for annexation to the City of Porterville

This agreement is made this 10th day of September 2016, between James K. Maggard hereinafter referred to as "Owner", and the City of Porterville, hereinafter referred to as "City".

Whereas, Owner is the owner of the real property consisting of approximately 0.89 gross acres located at 831 E DATE AVE, Porterville, California, and is further described as follows: See attached deed restriction being further described as Assessor's Parcel Number 262270002.

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

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

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

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

Now, therefore, Owner does agree as follows:

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

3. Concurrent with connection to utilities, the State of California, on Owner's behalf, agrees to pay a fair share of annexation fees and other costs related to infrastructure as would ordinarily be charged on the annexation of property to the City, and as outlined in the fee schedule adopted by the City.
4. In addition to fees described above, the State of California, on Owner's behalf, shall pay all fees and charges and make all deposits required by City to connect to and use the Water. Those fees shall include, but not be limited to, the following:
 - LAFCo fee: (\$121 per phase, paid separately)
 - Extraterritorial Service Agreement fee (\$150 + \$0.0136 per s.f.) = \$ 677.25Said fees shall be valid for a period of one year from the date of execution of this Agreement and shall be paid prior to the issuance of a Water connection permit. Fees paid after one year of the date of execution of this Agreement shall be subject to the fee amount in effect at that time. Owner agrees to be bound by all City ordinances, rules, and regulations respecting the Water system.
5. This agreement shall be recorded.
6. Owner executes this agreement on behalf of itself, its successors and assigns, and said Agreement shall be irrevocable without the prior written consent of both parties hereto.

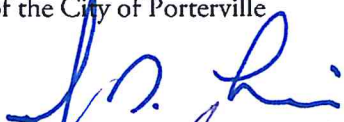
Executed this 10th day of September, 2016

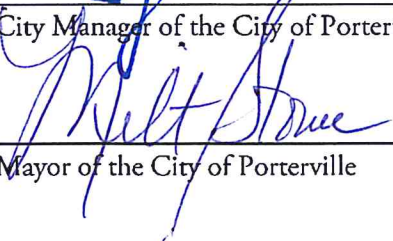
Owner: MAGGARD JAMES K (TR MAGGARD FAMILY
2091 W TOMAH
PORTERVILLE CA 93257

By: 

City: 
Julie Phillips, Community Development Manager

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


City Manager of the City of Porterville


Mayor of the City of Porterville

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)
County of Tulare)
On September 10, 2016 before me, Griselda Hurtado, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared James Maggard
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Deed Restriction for IAA # 9-02

831 E DATE AVE, Porterville CA 93257

APN 262270002 (as of April 29, 2016), as further identified by the legal description recorded in

Grant Deed: 2007-0101288 on, 11/16/2007.

The property is currently developed with residential structures, including 2 habitable units.

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

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

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



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Authorization for Street Closure - Pioneer Days & Rib Cook-Off

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Department is planning its annual fundraiser event for the Zalud House Museum. Pioneer Days & Rib Cook-Off is scheduled for Saturday, October 5, 2024, from the hours of 6:00 AM to 4:00 PM (which includes setup and teardown) on Main Street in the area of Morton Avenue to Putnam Avenue. Some of the activities will include: a rib cook-off, pageants, vendors, live shoot-out, historical displays, reenactments, kids corral, old west games, music, and more.

In support of this event, it is requested that the City Council approve a temporary closure of Main Street between Morton Avenue and Putnam Avenue, and on Harrison Avenue, Thurman Avenue and Cleveland Avenue from Division Street to the alley just east of Main Street. The Internal Community Civic Event form was routed to City staff, of which the outside amplifier permit and road closure map are attached to this report.

RECOMMENDATION: That the City Council authorize the temporary closure of Main Street from Morton Avenue to Putnam Avenue, and on Harrison Avenue, Thurman Avenue and Cleveland Avenue from Division Street to the alley just east of Main Street, on October 5, 2024, from 6:00 AM to 4:00 PM, during Pioneer Days.

ATTACHMENTS:

1. Amplifier Permit
2. Road Closure

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

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: Tonya Childree, 15 E. Thurman Ave, Suite A, Porterville
- 2 Address where amplification equipment is to be used: Main Street, Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Tonya Childree/ Parks & Leisure Services Department
- 4 Type of event for which amplification equipment will be used: Pioneer Days & Rib Cook-Off
- 5 Dates and hours of operation of amplification equipment: October 5, 2024, 11am-3pm
- 6 A general description of the sound amplifying equipment to be used: Music and announcements from microphone and speakers, intermitten gun fire from Jackass Mail Run

Section 18-9

It shall be unlawful for any person within the city to use or operate or cause to be operated or to play any radio, phonograph, jukebox, record player, loudspeaker, musical instrument, mechanical device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise in a manner so loud as to be calculated to disturb the peace and good order of the neighborhood or sleep of ordinary persons in nearby residences or so loud as to unreasonably disturb and interfere with the peace and comfort ,

The operation of any such instrument, phonograph, jukebox, machine or device in such manner as to be plainly audible at a distance of one hundred feet (100') from the building, structure, vehicle, or place in which, or on which it is situated or located shall be prima facie evidence of a violation of this section. (Ord. Code § 6311)

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as may be necessary to amplify sound for the proper presentation of moving picture shows, or exhibiting for the convenient hearing of patrons within the building or enclosure in which the show or or exhibition is given, without having first procured a permit from the chief of police, which permit shall be granted at the will of the chief of police upon application in writing therefore, but which permit, when granted, shall be revocable by the city council whenever any such loudspeaker or sound amplifier shall by the council be deemed objectionable, and any such permit may be so revoked with or without notice, or with or without a formal hearing, at the option of the council, and in the event of the revocation of any such permit, the same shall not be renewed, except upon application as the first instance. (Ord. Code § 6312)

Penal Code Section 415 (2)

Any of the following persons shall be punished by imprisonment in the county jail for a period of not more than 90 days, a fine of not more than four hundred dollars (\$400), or both such imprisonment and fine: (2) Any person who maliciously and willfully disturbs another person by loud and unreasonable noise.

I hereby certify that I have read and answered all statements on this registration form and that they are true and correct.

Tonya Childree

Signature of Applicant

7/15/2024

Date

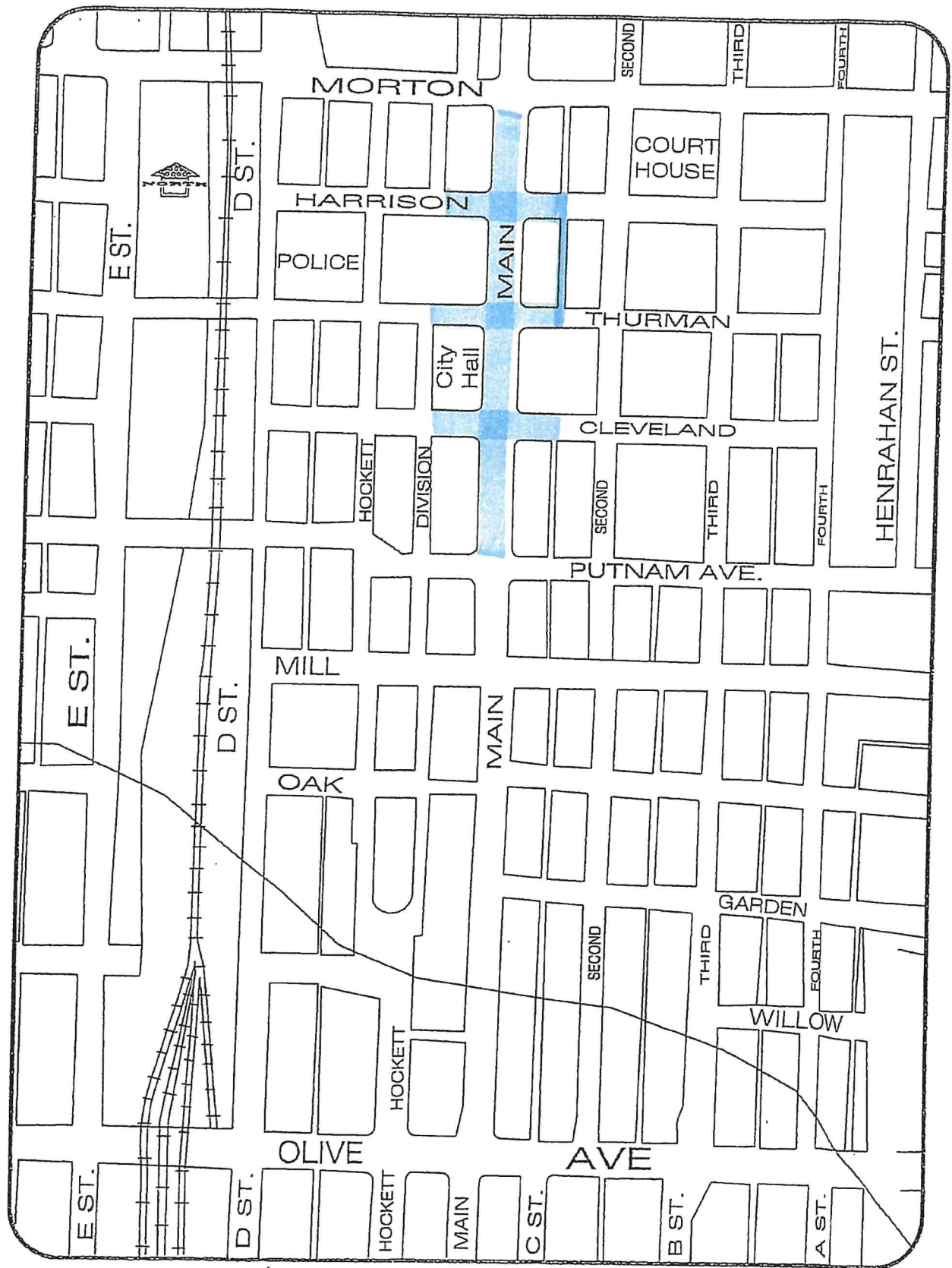
THIS OUTSIDE AMPLIFIER PERMIT HAS BEEN APPROVED. HOWEVER, WE URGE YOU TO REMAIN CONSIDERATE OF THE GENERAL PEACE AND ORDER OF THE NEIGHBORS IN THE AREA. FAILURE TO ABIDE BY THESE REGULATIONS CAN RESULT IN REVOCATION OF THE PERMIT.

Mark Azevedo, Lieutenant

City of Porterville, Chief of Police/Designee

07/16/2024

Date





CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Approval of Community Civic Event - Central California Family Crisis Center - 24th Annual Domestic Violence Candlelight Vigil - October 24, 2024

SOURCE: Finance

COMMENT: The Central California Family Crisis Center is requesting approval to hold the 24th Annual Domestic Violence Candlelight Vigil on Thursday, October 24, 2024, from 5:30 PM to 8:30 PM (which includes setup and teardown of amplifier equipment), at Centennial Park. The candlelight vigil is being held to commemorate domestic violence awareness month and will include a resource fair with informational booths from several agencies.

This request is being 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, and Exhibit A.

RECOMMENDATION: That the City Council approve the Community Civic Event application from Central California Family Crisis Center to hold the 24th Annual Domestic Violence Candlelight Vigil on October 24, 2024 at Centennial Park, subject to the requirements and restrictions contained in the Application and Agreement, and Exhibit A.

ATTACHMENTS: 1. Application and Agreement, Map, Exhibit A, 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? yes Website? yes

Application date: 8/13/2024 Event date: 10/24/2024

Event time: 6:00pm - 8:00pm

Name of Event: Annal Domestic Violence Candelight Vigil

Sponsoring organization: Family Crisis Center Phone # 559-781-7462

Address: 211 N. Main St. Porterville, CA 93257

Authorized representative: Ernie Garcia Phone # 559-781-7462

Address: 211 N. Main St. Porterville, CA 93257

Event chairperson: Ernie Garcia Phone # 559-781-7462

Location of event Centennial park - 296 N. Main St. Porterville, CA

(Location map must be attached)

Description of event: Candle light Vigil to Commemorate Domestic Violence
Awariness Month October 2024

Purpose of event: _____

Non-profit organization status: _____

501(c)(3)

(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)

EG 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.

EG 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.

EG 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.

EG 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.

EG 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.

Family Crisis Center

(Name of Organization)



(Signature)

8/13/2024

(Date)

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: 10/24/2024 Hours: 6:00pm - 8:00pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

[illegible]

<u>Sidewalks</u>	<u>From which sidewalk</u>	<u>To which sidewalk</u>	<u>Activity</u>
1. Sidewalk 1	2. Sidewalk 2	3. Sidewalk 3	4. Activity 1
5. Sidewalk 5	6. Sidewalk 6	7. Sidewalk 7	8. Activity 2
9. Sidewalk 9	10. Sidewalk 10	11. Sidewalk 11	12. Activity 3
13. Sidewalk 13	14. Sidewalk 14	15. Sidewalk 15	16. Activity 4
17. Sidewalk 17	18. Sidewalk 18	19. Sidewalk 19	20. Activity 5
21. Sidewalk 21	22. Sidewalk 22	23. Sidewalk 23	24. Activity 6
25. Sidewalk 25	26. Sidewalk 26	27. Sidewalk 27	28. Activity 7
29. Sidewalk 29	30. Sidewalk 30	31. Sidewalk 31	32. Activity 8
33. Sidewalk 33	34. Sidewalk 34	35. Sidewalk 35	36. Activity 9
37. Sidewalk 37	38. Sidewalk 38	39. Sidewalk 39	40. Activity 10
41. Sidewalk 41	42. Sidewalk 42	43. Sidewalk 43	44. Activity 11
45. Sidewalk 45	46. Sidewalk 46	47. Sidewalk 47	48. Activity 12
49. Sidewalk 49	50. Sidewalk 50	51. Sidewalk 51	52. Activity 13
53. Sidewalk 53	54. Sidewalk 54	55. Sidewalk 55	56. Activity 14
57. Sidewalk 57	58. Sidewalk 58	59. Sidewalk 59	60. Activity 15
61. Sidewalk 61	62. Sidewalk 62	63. Sidewalk 63	64. Activity 16
65. Sidewalk 65	66. Sidewalk 66	67. Sidewalk 67	68. Activity 17
69. Sidewalk 69	70. Sidewalk 70	71. Sidewalk 71	72. Activity 18
73. Sidewalk 73	74. Sidewalk 74	75. Sidewalk 75	76. Activity 19
77. Sidewalk 77	78. Sidewalk 78	79. Sidewalk 79	80. Activity 20
81. Sidewalk 81	82. Sidewalk 82	83. Sidewalk 83	84. Activity 21
85. Sidewalk 85	86. Sidewalk 86	87. Sidewalk 87	88. Activity 22
89. Sidewalk 89	90. Sidewalk 90	91. Sidewalk 91	92. Activity 23
93. Sidewalk 93	94. Sidewalk 94	95. Sidewalk 95	96. Activity 24
97. Sidewalk 97	98. Sidewalk 98	99. Sidewalk 99	100. Activity 25

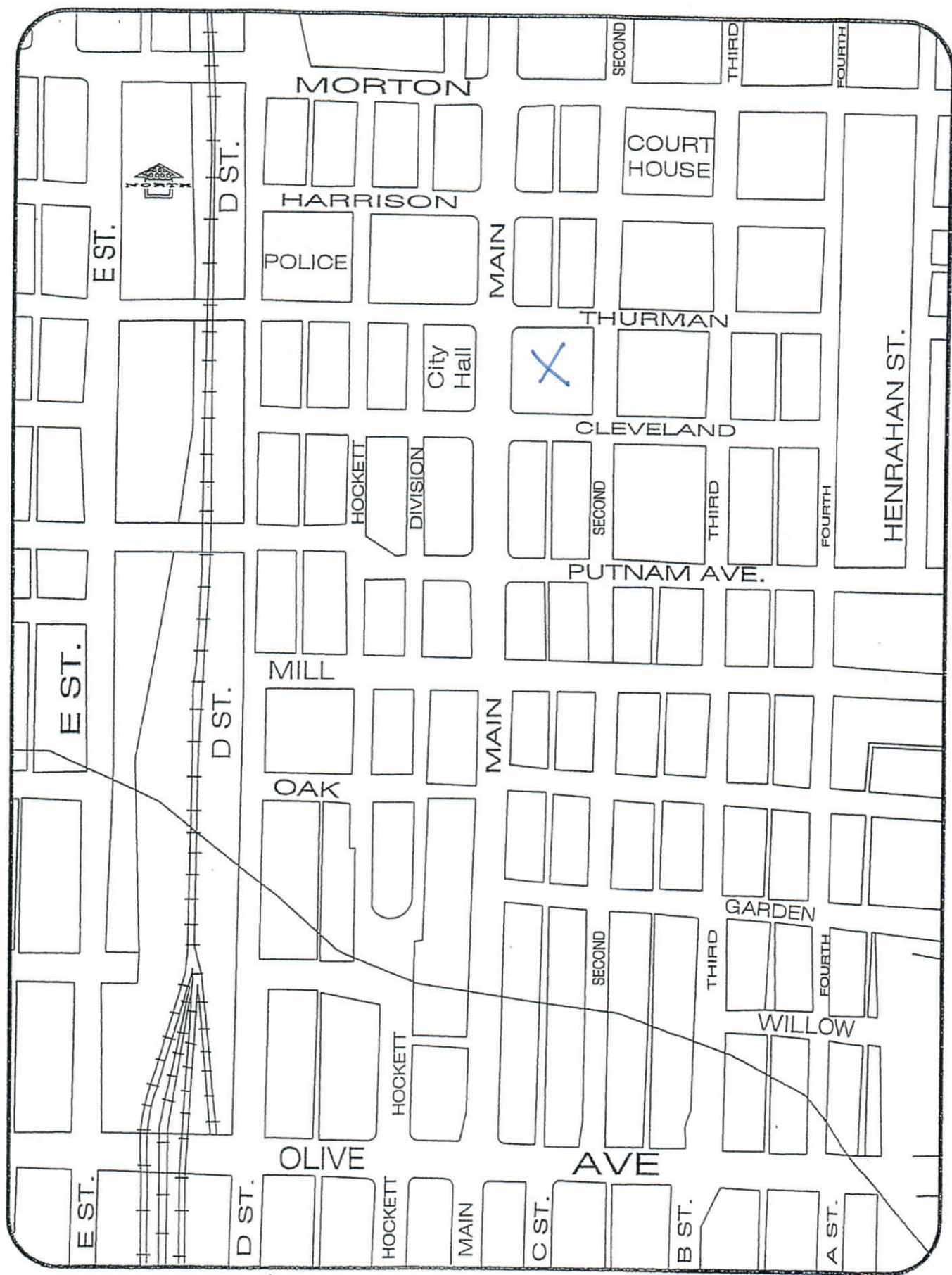
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
1. [Illegible text]	1. [Illegible text]	1. [Illegible text]
2. [Illegible text]	2. [Illegible text]	2. [Illegible text]
3. [Illegible text]	3. [Illegible text]	3. [Illegible text]
4. [Illegible text]	4. [Illegible text]	4. [Illegible text]
5. [Illegible text]	5. [Illegible text]	5. [Illegible text]
6. [Illegible text]	6. [Illegible text]	6. [Illegible text]
7. [Illegible text]	7. [Illegible text]	7. [Illegible text]
8. [Illegible text]	8. [Illegible text]	8. [Illegible text]
9. [Illegible text]	9. [Illegible text]	9. [Illegible text]
10. [Illegible text]	10. [Illegible text]	10. [Illegible text]

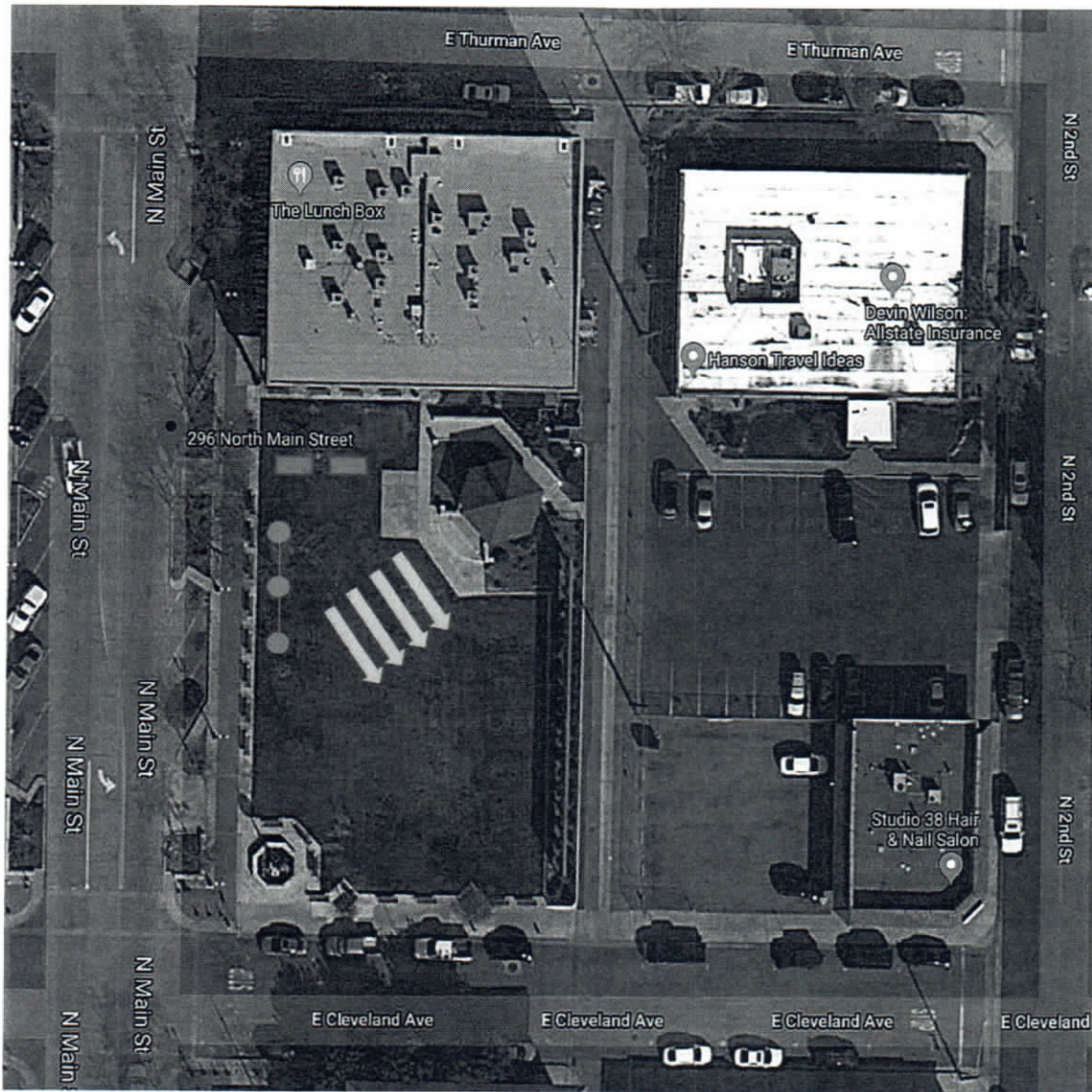
VENDOR/PARTICIPANT LIST IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Location: 296 N. Main St. ^{Porterville} Event date: 10/24/2024 Event time: 6:00pm

[illegible]

3 of 4





Key =

Tables	Chairs	Clothesline
		

**If we have information tables they will be placed in front of the clothesline.
 Amplification equipment will be set up in the gazebo.
 Please see photos below of last year's event**



Requirements for Community Civic Event
Central California Family Crisis Center
Annual Domestic Violence Candlelight Vigil
October 24, 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>	Park facility application required. Vehicles to remain off the grass. If electricity is needed contact Parks and Leisure at least 24 hours prior to event.
Police Lieutenant: <i>M. Acevedo</i>	No comments.
Administrative Service Director: <i>Y. Andrade</i>	The certificate of liability and endorsement adequately cover the proposed event on the 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: Central California Family Crisis Center
Event: Annual Domestic Violence Candlelight Vigil
Event Chairman: Ernie Garcia
Location: Centennial Park, Porterville Ca
Date of Event: October 24, 2024 (6:00 p.m.-8:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Central California Family Crisis Center 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
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: Albert Duran 1513 N. New York St
Porterville
- 2 Address where amplification equipment is to be used: 296 N. Main St. Porterville
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Albert Duran
1513 N. New York St. Porterville
- 4 Type of event for which amplification equipment will be used: 24th Annual Domestic Violence
- 5 Dates and hours of operation of amplification equipment: 10/24/2024 5:30pm - 8:30pm
- 6 A general description of the sound amplifying equipment to be used: 2 Speaker Sound System
12 Channel Audio Mixer, Handheld Wireless Microphone

Section 18-9

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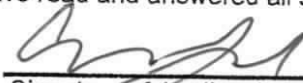
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Section 18-14

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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

8/15/2024
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

08/22/24
Date



CENTCAL-02

MELIZARRARAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2024

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 DLL Insurance Agency 1843 E Fir Ave #102 Fresno, CA 93720	CONTACT NAME: Stephanie Ventura PHONE (A/C, No, Ext): (559) 721-4703 FAX (A/C, No): E-MAIL ADDRESS: sventura@dllinsruance.com
INSURED Central California Family Crisis Center, Inc. 211 N Main St Porterville, CA 93257	INSURER(S) AFFORDING COVERAGE INSURER A : Nonprofits' Insurance Alliance of California 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 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		202400631	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			202400631	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			202400631UMB	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability			202400631DO	1/1/2024	1/1/2025	Each Occ 1,000,000
A	Prof Liability			202400631DO	1/1/2024	1/1/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Candlelight Vigil, October 24, 2024 at Centennial Park 296 N. Main St. Porterville, CA 93257. The City of Porterville is named as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

The City of Porterville 291 N. Main Street Porterville, CA 93257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Porterville

The City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

24TH ANNUAL DOMESTIC VIOLENCE CANDLELIGHT VIGIL A LIGHT FOR HEALING

*Please join the Central California
Family Crisis Center, Inc. for the
24th Annual Candlelight Vigil as we
unite in heartfelt solidarity to honor
the brave victims of domestic
violence.*



**Thursday, October 24, 2024
5:00 pm-6:00 pm
Resource Fair and Art Exhibit**

**6:00 pm - 8:00 pm
Vigil Program**

**Centennial Park
269 North Main Street
Porterville, CA 93257**

**For more information contact
Ernie Garcia
egarcia@ccfamilycrisis.org**



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: City of Porterville Conflict of Interest Code - 2024 Biennial Report and Proposed Amendment

SOURCE: Administrative Services

COMMENT:

Government Code Section 87300 et seq. sets forth provisions pertaining to the requirement of agencies to adopt a Conflict of Interest Code. The statute requires that during every even-numbered year, local agencies must submit to their Code reviewing body a biennial report which either identifies necessary amendments in its Code, or provides a statement which indicates no amendments are necessary. If it is determined that an amendment of the Code is necessary, said amendments are required to be submitted to the Code reviewing body for consideration and adoption within ninety (90) days of the report.

The City Council is the Code reviewing body for the City of Porterville, and the City Manager serves as the Administrative Supervisor of the Conflicts and Disclosure Monitor Agency. The City Manager, as Administrative Supervisor, has reviewed the City's Conflict of Interest Code, and has proposed amendments to update the list of designated employees.

RECOMMENDATION: That the City Council:

1. Accept the Conflicts and Disclosure Monitor Agency 2024 Biennial Report; and
2. Direct staff to amend said report for Council's approval within ninety (90) days.

ATTACHMENTS:

1. Conflicts and Disclosure Monitor Agency Report - 2024 Biennial Report
2. Draft Conflict of Interest Code 2024
3. Government Codes 87300-87314: Conflict of Interest Codes
4. 2024 Designated Employees - Exhibit A

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

CONFLICTS AND DISCLOSURE MONITOR AGENCY
2024 BIENNIAL REPORT
FOR
THE CITY OF PORTERVILLE

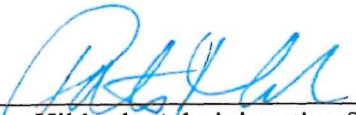
This Agency has reviewed its Conflict of Interest Code and has determined that:

- ☒ An amendment is required. The following amendments are necessary:
- ☒ Include positions which must be designated.
 - ☐ Revise the titles/departments to reflect reclassifications and/or reorganizations.
 - ☒ Delete the titles of positions that have been abolished.
 - ☐ Delete the positions that manage public investments.
 - ☐ Revise disclosure categories.
 - ☐ Other
- ☐ No amendments are necessary. Our Agency's Code accurately designates all positions which make or participate in the making of governmental decisions; the disclosure assigned those positions accurately requires the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions; and the Code includes all other provisions required by Government Code Section 87302.

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in governmental decisions.

Dated this 27 day of August, 2024.

CONFLICTS AND DISCLOSURE MONITOR AGENCY



Patrice Hildreth, Administrative Supervisor

2024 CONFLICT OF INTEREST CODE OF THE
"CONFLICTS AND DISCLOSURE MONITOR AGENCY" OF THE
CITY OF PORTERVILLE

SECTION 1. Establishment. The City Council of the City of Porterville has heretofore established a Conflicts and Disclosure Monitor Agency (hereinafter "Agency") having jurisdiction as set forth herein over all officers, officials, and employees of the City. The City Manager shall be the Administrative Supervisor of such Agency with authority to act for and on behalf of such Agency. Such Agency shall not affect the duties, responsibilities, or chain of command of any Department, Board, or Commission except to administer and enforce the requirements, rules, and regulations set forth herein. The City Council shall be deemed the "Code Reviewing Body" of said Agency pursuant to the provisions of Section 87300 et seq. of the Government Code.

SECTION 2. Purpose. The Conflicts and Disclosure Monitor Agency of the City of Porterville hereby adopts this document as its "Conflict of Interest Code" in accordance with the requirements of the Political Reform Act of 1974.

SECTION 3. Designated Positions. The positions listed on Exhibit "A" attached hereto are designated positions. Officers and employees holding those positions are designated employees and are deemed, for the purposes of this Code, to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employees by virtue of his or her position.

SECTION 4. Disclosure Statements. Each such designated employee shall file disclosure statements disclosing reportable investments, business positions, interests in real property, and income, to the

extent required by the Act, and on forms prescribed by the Fair Political Practices Commission and supplied by the City Clerk.

SECTION 5. Place and Time of Filing.

- A. All designated employees required to file disclosure statements shall file same with the City Clerk, as Secretary to the Code Reviewing Body.
- B. A designated employee required to submit a disclosure statement shall file their initial statement within thirty (30) days after the effective date of this Code disclosing reportable investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12-months before the effective date of the Conflict of Interest Code.
- C. Individuals hereafter appointed to designated positions shall file his or her initial statement within thirty (30) days after assuming office disclosing reportable investments, business positions, and interests in real property held on, and income received during the twelve (12) months before, the date of assuming office.
- D. After the initial filing, each person holding a designated position, shall, on or before the first day of April of each calendar year, file an annual disclosure statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year, or since the date the designated employee took office if during the calendar year. Such annual statements shall cover the period of the preceding calendar year.
- E. Every designated employee who leaves office shall file, within thirty (30) days of leaving office, a statement disclosing reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

F. Any designated employee who resigns their position within twelve (12) months following initial appointment or within thirty (30) days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within thirty (30) days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

1. File a written resignation with the appointing power.
2. File a written statement with the filing officer on a form prescribed by the Commission and signed under the penalty of perjury stating that the individual during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

G. A designated employee required to file a statement of economic interest with any other public agency whose disclosure requirements are comparable hereto, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with such other agency, in lieu of an entirely separate statement.

SECTION 6. Contents of Disclosure Statements. Disclosure statements shall be submitted on forms supplied by the City Clerk, and shall contain the following information:

A. Disclosure of Investment or Interest in Real Property.

1. When an investment or an interest in real property is required to be disclosed the statement shall contain:
 - a. A statement of the nature of the investment or interest;

- b. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
- c. The address or other precise location of the real property;
- d. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000) but does not exceed ten thousand dollars (\$10,000), whether it exceeds ten thousand dollars (\$10,000) but does not exceed one hundred thousand dollars (\$100,000), whether it exceeds one hundred thousand dollars (\$100,000) but does not exceed one million dollars (\$1,000,000), or whether it exceeds one million dollars (\$1,000,000);
- e. In the case of a statement filed under Government Code Sections 87203 or 87204, if the investment or interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the date of acquisition or disposal.
- f. For purposes of disclosure, interest in real property does not include the principal residence of the filer or any other property which the filer utilizes exclusively as a personal residence of the filer.

B. Disclosure of Income.

- 1. When income is required to be reported the statement shall contain, except as provided in Government Code Section 87207(b):
 - a. The name and address of each source of income aggregating five hundred (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
 - b. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was at least five hundred (\$500) but did not exceed one thousand dollars (\$1,000), whether it was in excess of one thousand dollars (\$1,000) but not greater than ten thousand dollars (\$10,000), whether it was in excess

of ten thousand dollars (\$10,000) but not greater than one hundred thousand dollars (\$100,000), or whether it was greater than one hundred thousand dollars (\$100,000);

- c. A description of the consideration, if any, for which the income was received;
 - d. In the case of a gift, the amount and the date on which the gift was received;
 - e. In the case of a loan, the annual interest rate and the security, if any, given for the loan, and the term of the loan.
2. When the filer's pro rata share of income to a business entity, including income to a sole proprietorship, is required to be reported, the statement shall contain:
- a. The name, address, and a general description of the business activity of the business entity;
 - b. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000) during a calendar year.
3. When a payment, including an advance or reimbursement, for travel is required to be reported pursuant to this section, it may be reported on a separate travel reimbursement schedule which shall be included in the filer's statement of economic interest. A filer who chooses not to use the travel schedule shall disclose payments for travel as a gift, unless it is clear from all surrounding circumstances that the services provided were equal to or greater in value than the payments for the travel, in which case the travel may be reported as income.
4. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, or as to which he or she is a paid consultant, a

description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity. If the business entity or any parent, subsidiary, or otherwise related business entity has an interest in real property in the jurisdiction, or has done business, or plans to do business in the jurisdiction at any time during the two years prior to the date of the statement, it is required to be filed.

5. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired to disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal;

SECTION 7. Prohibition on Receipt of Honoraria. No member of the City Council or candidate for the office of City Council shall accept any honorarium. No designated employee shall accept any honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Subdivisions (b) of Government Code Section 89502 shall apply to the prohibitions in this section. This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

SECTION 8. Prohibition on Receipt of Gifts in Accordance with Government Code Section 89503. No member of the City Council, candidate for the office of City Council, or designated employee shall accept any gifts with a total value of more than the statutory annual limit in a calendar year from any single source, as adjusted biennially pursuant to Section 89503(f).

SECTION 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the employee or a member of his or her immediate family or on:

- A. Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;
- B. Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;
- C. Any source of income, other than gifts or loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;
- D. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- E. Any donor of, or any intermediary or agent for a donor of, a gift or gifts in an aggregate amount of the limit or more as specified in Government Code Section 89503 (as adjusted biennially by State law) provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
- G. For purposes of this Section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a designated employee, by an agent on behalf of a designated employee, or by a business entity or trust in which the

employee, the employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

1. Notwithstanding subdivision (c) of Government Code Section 87103, a retail customer of a business entity engaged in retail sales of goods or services to the public generally is not a source of income to a designated employee who owns a 10-percent or greater interest in the entity if the retail customers of the business entity constitute a significant segment of the public generally, and the amount of income received by the business entity from the customer is not distinguishable from the amount of income received from its other retail customers.

SECTION 10. Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to the designated employee's supervisor. This notice shall be forwarded to the Administrative Supervisor, who shall record the employee's disqualification. Upon receipt of such statement, the Administrative Supervisor shall immediately arrange for the matter to be reassigned to another employee.

SECTION 11. Interpretation. In the event of any ambiguity in these rules as to interpretation, construction, or applicability, the Administrative Supervisor shall, by written instrument, clarify such ambiguity. Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Government Code Section 83114, or from the City Attorney, provided that nothing in this section requires the attorney for the City to issue any formal or informal opinion.

SECTION 12. Violation. Violation of any provision of this Code, including: (1) willful failure to file, or timely file, any requisite Disclosure Statement, (2) willful failure to disclose any financial or other

interest required to be disclosed in such Disclosure Statement, or (3) filer's willful failure to disqualify himself or herself as required herein, shall be grounds for discipline or removal from office, pursuant to Government Code Section 91003.5. Upon ascertaining any such violation, the Administrative Supervisor shall report the same to the appointing official for appropriate proceedings. Such violation shall not, however, invalidate or otherwise affect any decision or action to which such violations might relate. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Act, Government Code Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Government Code Section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code Section 91003.

SECTION 13. Effective Date. The City of Porterville Conflict of Interest Code, and any amendments to said Code, shall become effective immediately upon passage and approval by the City Council.

Adopted this ____ day of September, 2024.

CONFLICTS AND DISCLOSURE MONITOR AGENCY

Patrice Hildreth, Administrative Supervisor

Code: Section: [Up^](#) [Add To My Favorites](#)**GOVERNMENT CODE - GOV****TITLE 9. POLITICAL REFORM [81000 - 91014]** (Title 9 added June 4, 1974, by initiative Proposition 9.)**CHAPTER 7. Conflicts of Interest [87100 - 87505]** (Chapter 7 added June 4, 1974, by initiative Proposition 9.)**ARTICLE 3. Conflict of Interest Codes [87300 - 87314]** (Article 3 added June 4, 1974, by initiative Proposition 9.)

87300. Every agency shall adopt and promulgate a Conflict of Interest Code pursuant to the provisions of this article. A Conflict of Interest Code shall have the force of law and any violation of a Conflict of Interest Code by a designated employee shall be deemed a violation of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87301. It is the policy of this act that Conflict of Interest Codes shall be formulated at the most decentralized level possible, but without precluding intra-departmental review. Any question of the level of a department which should be deemed an "agency" for purposes of Section 87300 shall be resolved by the code reviewing body.

(Added June 4, 1974, by initiative Proposition 9.)

87302. Each conflict of interest code shall contain the following provisions:

(a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the conflict of interest code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

(b) Requirements that each designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207. The first statement filed under a conflict of interest code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or, if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

(c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official

position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest as defined in Section 87103, which it is reasonably foreseeable may be affected materially by the decision. A designated employee shall not be required to disqualify the employee's own self with respect to any matter that could not legally be acted upon or decided without the designated employee's participation.

(d) For any position enumerated pursuant to subdivision (a), an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

(1) File a written resignation with the appointing power.

(2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(Amended by Stats. 2021, Ch. 50, Sec. 203. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87302.3. (a) Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing the candidate's investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.

(b) This section does not apply to either of the following:

(1) A candidate for an elective office designated in a conflict of interest code who has filed an initial, assuming office, or annual statement pursuant to that conflict of interest code within 60 days before the deadline specified in subdivision (a).

(2) A candidate for an elective office who has filed a statement for the office pursuant to Section 87302.6 within 60 days before the deadline specified in subdivision (a).

(Amended by Stats. 2021, Ch. 50, Sec. 204. (AB 378) Effective January 1, 2022.)

87302.6. Notwithstanding Section 87302, a member of a board or commission of a newly created agency shall file a statement at the same time and in the same manner as those individuals required to file pursuant to Section 87200. A member shall file the member's statement pursuant to Section 87302 once the agency adopts an approved conflict of interest code.

(Amended by Stats. 2021, Ch. 50, Sec. 205. (AB 378) Effective January 1, 2022.)

87303. No conflict of interest code shall be effective until it has been approved by the code reviewing body. Each agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body. The deadline for a new agency shall be not later than six months after it comes into existence. Within 90 days after receiving the proposed code or receiving any proposed amendments or revisions, the code reviewing body shall do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

(Amended by Stats. 1997, Ch. 455, Sec. 4. Effective September 24, 1997. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87304. If any agency fails to submit a proposed conflict of interest code or amendments, or if any state agency fails to report amendments pursuant to subdivision (b) of Section 87306 within the time limits prescribed pursuant to Section 87303 or 87306, the code reviewing body may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. If the code reviewing body does not issue an appropriate order or take other action within 90 days of the deadline imposed on the agency as prescribed in Section 87303 or 87306, the commission may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. The commission shall consult with the agency before ordering the adoption of a conflict of interest code for the agency.

(Amended by Stats. 1991, Ch. 491, Sec. 4. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87305. If after six months following the deadline for submission of the proposed Conflict of Interest Code to the code reviewing body no Conflict of Interest Code has been adopted and promulgated, the superior court may, in an action filed by the commission, the agency, the code reviewing body, any officer, employee, member or consultant of the agency, or any resident of the jurisdiction, prepare a Conflict of Interest Code and order its adoption by the agency or grant any other appropriate relief. The agency and the code reviewing body shall be parties to any action filed pursuant to this section.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306. (a) Every agency shall amend its Conflict of Interest Code, subject to the provisions of Section 87303, when change is necessitated by changed circumstances, including the creation of new positions which must be designated pursuant to subdivision (a) of Section 87302 and relevant changes in the duties assigned to existing positions. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.

(b) Notwithstanding subdivision (a), every state agency shall submit to the code reviewing body a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section 87302, changes in the list of reportable sources of income, and relevant changes in the duties assigned to existing positions. These reports shall be submitted no later than March 1 of each odd-numbered year.

(Amended by Stats. 1991, Ch. 491, Sec. 5. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306.5. (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

(Added by Stats. 1990, Ch. 1075, Sec. 5.)

87307. An agency may at any time amend its Conflict of Interest Code, subject to the provisions of Section 87303, either upon its own initiative or in response to a petition submitted by an officer, employee, member or consultant of the agency, or a resident of the jurisdiction. If the agency fails to act upon such a petition within ninety days, the petition shall be deemed denied. Within thirty days after the denial of a petition, the petitioner may appeal to the code reviewing body. The code reviewing body shall either dismiss the appeal or issue an appropriate order to the agency within ninety days.

(Added June 4, 1974, by initiative Proposition 9.)

87308. Judicial review of any action of a code reviewing body under this chapter may be sought by the commission, by the agency, by an officer, employee, member or consultant of the agency, or by a resident of the jurisdiction.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87309. A conflict of interest code or amendment shall not be approved by the code reviewing body or upheld by a court if it:

(a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;

- (b) Fails to provide to each affected person a clear and specific statement of that person's duties under the code; or
- (c) Fails to adequately differentiate between designated employees with different powers and responsibilities.

(Amended by Stats. 2021, Ch. 50, Sec. 206. (AB 378) Effective January 1, 2022.)

87310. If the duties of a designated employee are so broad or indefinable that the requirements of Section 87309 cannot be complied with, the Conflict of Interest Code shall require the designated employee to comply with the requirements of Article 2 of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87311. The review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(Added June 4, 1974, by initiative Proposition 9.)

87311.5. (a) Notwithstanding the provisions of Section 87311, the review of the Conflict of Interest Code of an agency in the judicial branch of government shall not be subject to the provisions of the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by these agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(b) Conflict of Interest Codes of the Judicial Council, the Commission on Judicial Performance, and the Board of Governors and designated employees of the State Bar of California shall not be subject to the provisions of subdivision (c) of Section 87302.

(Added by Stats. 1984, Ch. 727, Sec. 8. Operative July 1, 1985, by Sec. 12 of Ch. 727.)

87312. The Commission shall, upon request, provide technical assistance to agencies in the preparation of Conflict of Interest Codes. Such assistance may include the preparation of model provisions for various types of agencies. Nothing in this section shall relieve each agency of the responsibility for adopting a Conflict of Interest Code appropriate to its individual circumstances.

(Added June 4, 1974, by initiative Proposition 9.)

87313. A person shall not make a gift of fifty dollars (\$50) or more in a calendar month on behalf of another, or while acting as the intermediary or agent of another to a person whom the intermediary or agent knows or has reason to know may be required to disclose the gift pursuant to a conflict of interest code, without disclosing to the recipient of the gift both the intermediary or agent's own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient's Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

(Amended by Stats. 2021, Ch. 50, Sec. 207. (AB 378) Effective January 1, 2022.)

87314. (a) A board, commission, or agency of a public pension or retirement system shall attach to its Conflict of Interest Code an appendix entitled "Agency Positions that Manage Public Investments for Purposes of Section 87200 of the Government Code." The appendix shall list each position with the board, commission, or agency for which an individual occupying the position is required to file a Statement of Economic Interests as a public official who manages public investments within the meaning of Section 87200. The board, commission, or agency shall post the appendix on its Internet Web site in a manner that makes it easily identifiable and accessible by persons who view that Web site.

(b) (1) For purposes of this section, "public official who manages public investments" includes a salaried or unsalaried member of a committee, board, commission, or other entity that exists as, or within, a governmental agency and that possesses decisionmaking authority.

(2) A committee, board, commission, or other entity possesses decisionmaking authority for purposes of this section if any of the following apply:

(A) The entity may make a final governmental decision.

(B) The entity may compel a governmental decision or prevent a governmental decision, either by virtue of possessing exclusive power to initiate the decision or by having veto authority that may not be overridden.

(C) The entity makes substantive recommendations that are, and over an extended period of time have been, regularly approved, without significant amendment or modification, by another public official or governmental agency.

(3) A committee, board, commission, or other entity does not possess decisionmaking authority for purposes of this section if it is formed for the sole purpose of researching a subject and preparing a report or recommendation for submission to another governmental entity that has final decisionmaking authority.

(Added by Stats. 2010, Ch. 702, Sec. 1. (SB 1271) Effective January 1, 2011.)

2024 DESIGNATED EMPLOYEES*
EXHIBIT "A"

A. ADMINISTRATION:

Deputy City Manager
Assistant City Manager

B. DEPARTMENT DIRECTORS:

Administrative Services Director
Community Development Director
Engineering & Project Management Director
Fire Chief
Parks and Leisure Services Director
Police Chief
Public Works Director
Transportation Director

C. DEPARTMENTAL EMPLOYEES AS FOLLOWS:

Community Development Department:

Community Development Manager
Economic Development & Housing Manager
Development Associate
Senior Planner
Associate Planner

Engineering & Project Management Department:

Deputy Engineering & Project Management Director/City Engineer
Construction/Project Manager
Project Manager
Chief Building Inspector
Assistant Construction/Project Manager
Project Manager
Building Inspector II
Building Inspector I
Engineering Inspector II
Engineering Inspector I
~~Public Works Inspector I~~

Finance Department:

Assistant Finance Director
Information Technology Manager

Accountant II

Accountant I

Administrative Analyst

Fire Department:

Deputy Fire Chief
Battalion Chief
Fire Marshall
Code Enforcement Officer II
Code Enforcement Officer I
Fire Inspector

Parks & Leisure Services Department

Leisure Services Specialist

City Librarian
Parks Superintendent

Police Department:

Assistant Police Chief

Police Captain
Police Lieutenant

Public Works Department:

Deputy Public Works Director/Field Services Manager
Field Services Superintendent – Laboratory
Field Services Superintendent – Shop Maintenance
Field Services Superintendent – Streets
Field Services Superintendent – Refuse
Field Services Superintendent – Water
Field Services Superintendent – WWTF

- D. **CONSULTANTS:** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitations:

The Administrative Supervisor may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrative Supervisor's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

* This designation does not include the following City officials or employees required to report their financial interests pursuant to Article 2 of Chapter 7 of the Act, Government Code Sections 87200, et seq.:

- a. City Council Members
- b. City Manager
- c. City Attorney
- d. Finance Director



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Request for Proclamation - Constitution Week - September 17 - 23, 2024

SOURCE: Administrative Services

COMMENT:

At its meeting on December 19, 2023, the Council amended the process by which proclamations are approved. The process requires that if more than two council members indicate interest in signing a requested proclamation, a consent calendar item will be prepared for the next scheduled City Council Meeting for full City Council consideration.

The Alta Mira - National Society Daughters of the American Revolution has requested a proclamation to proclaim September 17th - 23rd, 2024, as "Constitution Week" in Porterville. Mayor Flores is sponsoring this Proclamation request. Because more than two members of the Council indicated interest in signing, consistent with policy, the request is herein presented for consideration. If approved, the Proclamation will be drafted with the appropriate number of signature blocks for execution by the Council Members with an affixed City Seal.

RECOMMENDATION: That the City Council consider approval of the request to proclaim September 17th - 23rd, 2024, as "Constitution Week" in the City of Porterville.

ATTACHMENTS: 1. Proclamation Request - Constitution Week - 2024

Appropriated/Funded: N/A

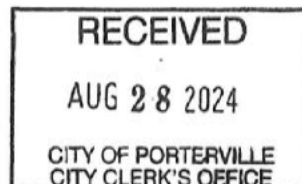
Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager



City of Porterville
REQUEST FOR PROCLAMATION



Date of Request: 8/20/24

Name of Event/Individual: Constitution Week
i.e. "Porterville Tourism Week", "Mr. John Doe"

Name of Sponsoring Organization Alta Mira, NSDAR

Name of Contact Person: Diana Kaylor, Regent

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

I would like the proclamation: ☐ mailed ☒ call for pick up ☐ presented at an event

Date Needed: 9/20/24 Date of Event 9/22/24

Please attach a sample of your proclamation, or the pertinent information needed to formulate your proclamation. It is recommended that you submit your request at least four to six weeks in advance. If assistance is needed, or if you need a sample provided, or to return this form, contact:

Office of City Clerk
291 North Main Street
Porterville, CA 93257
(559) 782-7464 / Fax (559) 782-7452

Please be advised that a Proclamation is ceremonial in nature and does not convey official legislative action. The City reserves the right to correct grammar and spelling; to reject all advocacy of unlawful acts; and to reject all discriminatory language.

City Clerk's Section

Request Received by: Fernando Routed by: Fernando Date: 8-28-24

Granted by Council Member Mayor Flores Date: 8-28-24

Signatures: Flores, Weyhravch, Beltrun, Meister

Date Requestor Notified of Completion: _____ in writing ☐ by phone ☐

Comments: _____

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2024, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim the week of September 17 through 23, as,

"CONSTITUTION WEEK"

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

PROCLAIMED this 17th day of September, 2024.



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:

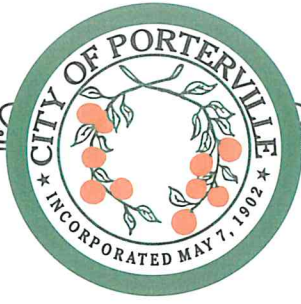
1. Declaration of Local Emergency - March 13, 2023
2. Resolution No. 11-2023
3. Rio Vista Avenue Mandatory Evacuation Order - March 16, 2023
4. Tule River Banks Mandatory Evacuation Order - March 19, 2023
5. Governor Newsom Executive Order N-6-23
6. Governor Newsom Executive Order N-7-23
7. Governor 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:

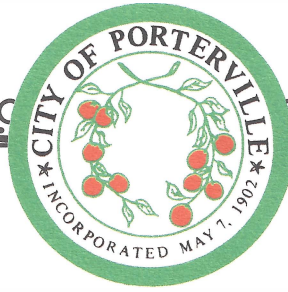
Fernando Gabriel-Moraga, Deputy City Clerk

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.

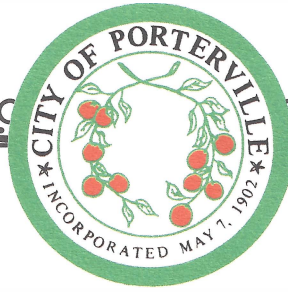
Jake Castellow
Chief of Police

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.

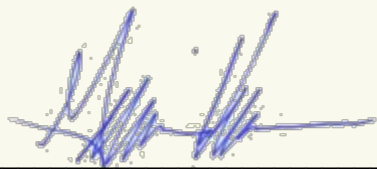
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

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).

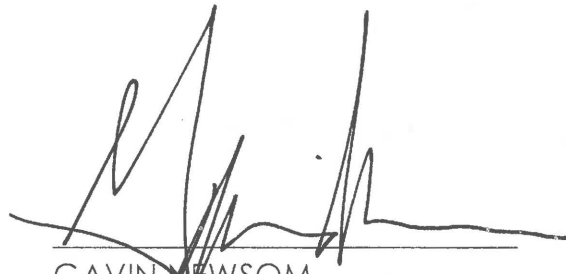
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation 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". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability**:

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

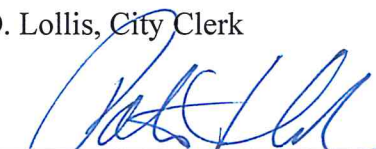
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

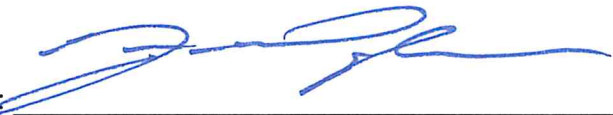
I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

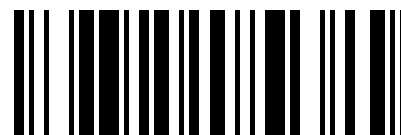
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	Ship To:
PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257 Phone: 559-782-7526 Email: jrodriguez@ci.porterville.ca.us	PORTERVILLE FIRE DEPARTMENT 40 W CLEVELAND PORTERVILLE, CA 93257
Customer: PORTERVILLE FIRE DEPARTMENT	Contact: JANIE RODRIGUEZ PO Number: 23-22733

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
MELISSA	NET 30	Origin	UPS Next Day Air		03/20/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Kit	KT2210	PFD TYPE V PACKAGE	\$250.00	20 ea	\$ 5,000.00
2	Sale	PF4026R	NRS 2022 RAPID RESCUER RED	\$0.00	20 ea	\$ 0.00
3	Sale	KN2556OR	NRS PILOT KNIFE ORANGE	\$0.00	20 ea	\$ 0.00
4	Sale	WH7905	WHISTLE-RESCUE 3 LOGO WITH COIL	\$0.00	20 ea	\$ 0.00
5	Sale	HL7050HVL/XL	RQ3 STORM PRO HELMET HI VIS LARGE/XLARGE	\$32.00	20 ea	\$ 640.00
6	Shipping	Freight	Freight Out	\$256.00	1 ea	\$ 256.00
7	Sale	Tax Expense	Tax Expense	\$521.70	1 ea	\$ 521.70

Subtotal:	\$6,417.70
Sales Tax:	\$0.00
Total:	\$6,417.70

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

Royal Restrooms

DATE: _____

FOR:

Donnie Moore

(559) 782-7539

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	11
Tuesday, July 9, 2024	34	0	10
Wednesday, July 10, 2024	35	0	9
Thursday, July 11, 2024	35	0	9
Friday, July 12, 2024	26	0	8
Saturday, July 13, 2024	31	0	9
Sunday, July 14, 2024	35	0	10
Monday, July 15, 2024	36	0	11
Tuesday, July 16, 2024	33	0	10
Wednesday, July 17, 2024	29	0	9
Thursday, July 18, 2024	19	0	7
Friday, July 19, 2024	20	0	7
Saturday, July 20, 2024	22	0	8
Sunday, July 21, 2024	22	0	8
Monday, July 22, 2024	24	0	8
Tuesday, July 23, 2024	26	0	8
Wednesday, July 24, 2024	23	0	7
Thursday, July 25, 2024	24	0	8
Friday, July 26, 2024	22	0	7
Saturday, July 27, 2024	22	0	7
Sunday, July 28, 2024	23	0	7
Monday, July 29, 2024	23	0	7
Tuesday, July 30, 2024	21	0	7
Wednesday, July 31, 2024	21	0	7
Thursday, August 1, 2024	20	0	7
Friday, August 2, 2024	22	0	7
Saturday, August 3, 2024	18	0	7
Sunday, August 4, 2024	21	0	7
Monday, August 5, 2024	20	0	7

Tuesday, August 6, 2024	22	0	5
Wednesday, August 7, 2024	25	0	6
Thursday, August 8, 2024	25	0	8
Friday, August 9, 2024	20	0	4
Saturday, August 10, 2024	16	0	4
Sunday, August 11, 2024	23	0	5
Monday, August 12, 2024	31	0	7
Tuesday, August 13, 2024	23	0	5
Wednesday, August 14, 2024	24	0	4
Thursday, August 15, 2024	20	0	3
Friday, August 16, 2024	18	0	3
Saturday, August 17, 2024	23	0	4
Sunday, August 18, 2024	23	0	3
Monday, August 19, 2024	21	0	4
Tuesday, August 20, 2024	24	0	3
Wednesday, August 21, 2024	23	0	3
Thursday, August 22, 2024	24	0	3
Friday, August 23, 2024	29	0	3
Saturday, August 24, 2024	18	0	2
Sunday, August 25, 2024	30	0	3
Monday, August 26, 2024	16	0	2



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Consideration of Vesting Tentative Subdivision Map for Westfield Residential Development

SOURCE: Community Development

BACKGROUND: The proposed project consists of a vesting tentative subdivision map for future residential development of APN 246-070-095 on an approximately 2.86-acre parcel on the north side of Jubilee Lane, North of Westfield Avenue. The Porterville 2030 General Plan Land Use Element designates the Project site as Medium Density Residential, and it is currently zoned RM-2 (Medium Density Residential). The development would generally include subdivision of the project site into 14 lots for residential development, construction of interior local streets and necessary onsite infrastructure, and improvements within abutting major street right-of-ways.

COMMENT: The City of Porterville received an application for a proposed land division for the Westfield Residential Development Vesting Tentative Map. On November 29, 2023, staff met with the applicant during the Project Review Committee (PRC), where the project assessment (PRC 2023-045) commenced. During the PRC meeting, staff commented on the proposed project outlining the entitlement process and development standards.

ANALYSIS: The proposed vesting tentative subdivision map would provide new residential housing on lots ranging from 6,000± SF to 9,000± SF and is consistent with the Porterville Development Code, Series 400: Land Division regulations. Circulation for the proposed development is provided through the external connection to Jubilee Lane via a planned cul-de-sac, which includes parkway strips, streetlights, and sidewalks with similar improvements to Jubilee Lane adjacent to the project site.

The project's gross density is 9.8 units per acre, which falls below the maximum of 15.0 units per acre allowed in the Medium Density Residential Land Use designation. The areas to the north and east of the project site are currently developed with single and multi-family residences. Adjacent to the west of the project site is the Porterville Church of God, and to the south is development with Al's Mini Mart (a commercial use) and a drainage basin designated as a Public and Semi-Public use area. The project's development pattern is compatible with the area and falls well within the prescribed density mandated by the City's General Plan.

Public Resources Code Section 21080.3.1, *et seq.* (codification of AB 52, 2013-14) requires that a lead agency must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The California Native American tribe has 30 days to request consultation pursuant to this section. The AB 52 Consultation letters were mailed to tribes on May 1, 2024. The consultation period ran from May 1, 2024, to June 1, 2024. No comments were received.

The California Subdivision Map Act (Government Code Section 66410, *et seq.*) establishes most of the procedures for subdivision of land. Other components are contained within the Porterville Development Code, Series 400: Land Division. Generally, a tentative and final map is required to subdivide land into five or more parcels. Pursuant to both the Map Act and Porterville Development Ordinance, Series 400, tentative maps are valid for twenty-four (24) months following approval, with various mechanisms available to extend the life of the tentative map. The project would be responsible for the dedication and improvements of the abutting major streets, along with payment of specified fair-share costs for other capital improvements, payment of development impact fees as applicable, and installation of a sidewalk on the north side of Jubilee Lane to enhance pedestrian access.

Pursuant to Development Code Section 400.04, the City Council must deny a tentative map if it gives any of the following findings:

1. That the proposed map is not consistent with applicable general and specific plans. *The tentative map proposes 14 residential lots on 2.86 acres for a density of 9.8 units per acre and therefore is consistent with the General Plan as proposed for amendment. There is no applicable specific plan.*
2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans. *The design and improvement of the project are in accordance with the Circulation Element of the General Plan as well as with the development standards contained within the Development Code, which is itself the primary tool for implementation of the General Plan. There is no applicable specific plan.*
3. That the site is not physically suitable for the type of development. *The site is generally flat and level, making it physically optimal for the development as proposed.*
4. That the site is not physically suitable for the proposed density of development. *The site is generally flat and level, making it physically optimal for the development as proposed.*
5. That the design of the subdivisions or the proposed improvements is likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat. *An initial*

study was prepared for the project. The project will not result in any significant effects on the environment or on fish or wildlife or their habitat.

6. That the design of the subdivision or type of improvements is likely to cause serious public health problems. An initial study was prepared for the project. *The project will not result in any serious public health problems.*
7. That the design of the subdivision or the type of improvements will conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. *With the possible exception of easements dedicated for major street right-of-way, which will be further dedicated and improved for the benefit of the public at large, there are no easements for access through or use of the property.*

Based on a fair reading of the record, including the initial study (described in further detail below), there is no indication that any of the findings requiring denial of the tentative map can be made.

The proposed land division and subsequent development of the site into a residential subdivision will provide much needed housing in conformance with the City's General Plan Land Use and Housing Elements, as well as to help meet the City of Porterville's Regional Housing Needs Allocation quota. Staff and the applicants' agents have worked through the design details to ensure adherence to the City's General Plan and the Development Code, as well as verify compliance with the California Subdivision Map Act and other applicable codes.

Public notice of this hearing was provided in accordance with Government Code Sections 65090 and 65091 and Development Code Section 609.06. The procedures prescribed therein are the standard for hearings involving amendments to the General Plan or zoning and for conditional use permits and tentative maps. Additionally, as described in the Background section above, this project was discussed during the Project Review Committee meeting on November 29, 2023. Information regarding PRC is readily available on the City's website: PRC meetings are held on a regular basis, are agendaized, and are accessible to the public.

ENVIRONMENTAL REVIEW: During the review of the project, the City contracted Precision Civil Engineering to prepare an initial study (IS) to analyze the potential for environmental effects that could result from the project. Based on the results of technical studies prepared in conjunction with the IS, the Environmental Coordinator made the preliminary determination that the project would not have a significant effect on the environment and that adoption of a CEQA Categorical Exemption under a 15332 In-Fill Development Projects declaration would be appropriate.

RECOMMENDATION: That the City Council:

- 1, Hold a Public Hearing to receive comments on the Westfield Residential Development Project; and
2. Adopt the draft resolution approving the vesting Tentative Subdivision Map with conditions.

ATTACHMENTS:

1. Locator Map
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

Locator Map
PRC 2023-045



Baca Subdivision

 Project Location

1 in = 400 feet



RESOLUTION NO. ____-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF APPROVAL OF THE WESTFIELD
RESIDENTIAL VESTING TENTATIVE SUBDIVISION (PRC 2023-045-S)**

WHEREAS: Lane Engineers, Inc. (Applicant) has submitted to the City of Porterville the Westfield Residential Development Project (Project), consisting of a Vesting Tentative Subdivision Map and related entitlements to accommodate the subdivision of approximately 2.86 acres into 14 residential lots located in on the northside of Jubilee Lane, North of Westfield Avenue (APN 246-070-095; Site); and

WHEREAS: the Project also includes construction of interior streets, landscaping, public utilities, and improvements of all streets in or adjacent to the subdivision and portions of abutting rights-of-way; and

WHEREAS: on August 24, 2024, a notice was published in *The Porterville Recorder* setting the date and time, and place of a public hearing for September 3, 2024 and similar notices were sent to owners of property within 300 feet of the site and posted at City Hall and the City's website announcing the same; and

WHEREAS: at a regular meeting on September 3, 2024, the Porterville City Council did conduct a public hearing to consider the Project; and

WHEREAS: the City Council has considered public testimony received during the public hearing; and

WHEREAS: the Site is zoned RM-2, Low Density Residential; and

WHEREAS: approval of the aforementioned entitlements would further the goals and objectives of the General Plan; and

WHEREAS: The City Council has made the following findings pursuant to Development Code Section 400.04, the evidence for said findings substantiated in the record:

1. The proposed map is consistent with the goals, policies, and land use designation of the Porterville 2030 General Plan.
2. The design and improvement of the subdivision is consistent with the goals and policies of the Porterville 2030 General Plan.
3. The site is physically suitable for the type of development.
4. The site is physically suitable for the proposed density of development.
5. The design of the subdivision and proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat.

6. The design of the subdivision or type of improvements are not likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

WHEREAS: the proposed action consists of issuance of a permit or entitlement for use and therefore constitutes a “project” pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. (“CEQA”) and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS: based on an assessment prepared pursuant to CEQA Guidelines Sections 15300.2 and 15332, the Environmental Coordinator has made a preliminary determination that the project meets the criteria for exemption from CEQA.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby find that the Vesting Tentative Subdivision Map for the Westfield Residential Development Project (PRC 2023-045-S) is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15332, In-Fill Development Projects.

BE IT FURTHER RESOLVED: That the City Council of the City of Porterville does hereby approve the Vesting Tentative Subdivision Map for the Westfield Residential Development Project (PRC 2023-045-S) subject to the following conditions:

1. The development shall comply with the Porterville Municipal Code, Chapter 21 Development Code and conditions from the Project Review Committee (PRC) meeting held on August 23, 2023 and as outlined in the Project Review Committee (PRC) letter for PRC 2023-026.
2. The developer/applicant shall comply with Section 201.04(C) of the Porterville Development Ordinance (PDO).
3. To meet the guiding principles and policies of the General Plan.
 1. C-I-3 Provide for greater street connectivity by:
 1. Incorporating in subdivision regulations requirements for a minimum number of access points to existing local or collector streets for each development;
 2. C-I-7 Require Street tree planting as part of an urban forestry program:
 1. *Parkway Trees*. Provide for the installation of parkway trees as required by the Director of Parks and Leisure Services in accordance with City standards pertaining to the type, size, spacing and placement of such trees; to the maintenance or extension of street tree themes when applicable; and, to the time of installation when it is determined it would be in the best interest of the City to postpone the placement of trees required pursuant to this section.

3. C-I-17 Establish bicycle lanes, bike routes and bike paths consistent with the General Plan.
 1. Bikeways. Bikeways shall be required in all locations shown in the General Plan or as approved by the City Council or Parcel Map Committee. Bikeway width, paving, landscaping, fencing, and signs shall be as approved by the City Council or Parcel Map Committee.
4. Development shall comply with Series 400 Land Divisions, Chapter 407 Dedications, Reservations and Improvements.
5. Parkland. As a condition of approval of a tentative map, the city shall require the subdivider to dedicate or make an irrevocable offer of dedication of land, to pay a fee in lieu thereof, or a combination of both, for neighborhood and community open space, park and recreational purposes. In order to conform to the policies of the General Plan and maintain existing standards for parks and recreation facilities, the park area required to be dedicated shall be equal to the ratio of the ultimate population of the subdivision to the current population of the city multiplied by the total park area within the city's planning area at the time of filing of the tentative but in no case shall be less than three (3) acres of park area per one thousand (1,000) persons nor more than five (5) acres per one thousand (1,000) persons who will live in the subdivision, calculated as follows:
 1. The ultimate population of the subdivision is based upon the approved residential density and the average household size for the type of unit;
 2. Total population of the city shall be as reported in the most recent available federal census;
6. Current Park acreage shall be the amount of neighborhood and community park acreage identified in the General Plan or any more recent records, maps, or reports.
7. The subdivider shall improve, or agree to improve, all streets, highways, or ways in or adjacent to the subdivision. All improvements shall be installed to permanent line and grade in accordance with the approved improvements plans for that subdivision on file with the City Engineer or Public Works Director. Improvements which the subdivider shall make, or agree to make, is described in Section 407.02 (f), Required Improvements Enumerated, of the Porterville Development Ordinance.
8. Per Section 407.03 (i) of the Porterville Development Ordinance each subdivision shall be subject to the creation of a Landscaping and Lighting Maintenance District in compliance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code 22500 et. Seq.) to address the extension of improvements such as, but not limited to, lighting, common landscaping areas, including pocket parks, perimeter walls, drainage systems beneficial to specific subdivisions, drainage reservoirs, and open space areas, and the maintenance of such facilities through appropriate mechanisms as approved by the City Attorney. If a Landscaping and Lighting

Maintenance District, Benefit Assessment District, or similar district is required, the following standards apply:

1. Prior to the approval of improvement plans for a development, the applicant shall submit the following information for the establishment of a landscaping and lighting maintenance district, the extension of the subject improvements into the assessment area, and the maintenance of the improvements once constructed:
 1. A petition on a form provided by the city requesting to have the subdivision placed in a district at the time the final map is approved by the city.
 2. Completed and approved landscaping and lighting improvement plans, and legal description.
 2. The district shall be established, or the annexation into an existing district concluded, and improvements completed and accepted concurrently with the other improvements in the subdivision.
 3. Exclusive of assessments for a district, the applicant shall pay all service fees and maintain all new district improvements in a safe and healthy manner for the greater of a ninety (90) day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the district.
9. The developer/applicant shall comply with Chapter 303, Landscaping, of the Porterville Development Code.
10. Landscaping shall be designed and plantings selected so that water use is minimized. The total water use (ETWU) of the proposed landscaping on a site, as described in Chapter 25, Article I, Division 6, may not exceed the maximum applied water allowance (MAWA).
11. Garage Frontage and Location:
1. Where garage doors face a street, garage width shall not exceed 50% of the width of the front façade of the building for a two-car garage home, or 70% for a three-car garage. Maximum of three garage doors may face a street.
 2. Where garage doors face the interior of the lot (side loading garage) the face of the door shall be setback at least 25 feet from the side lot line. The front setback for such a garage is 15 feet.
 3. Garages with three or more doors, at least one garage front must be separated from the remaining garage fronts by at least two feet.
12. Architectural Articulation
1. On all facades that face a street, at least two architectural articulations are required, such as window trim, window recesses, shutters, window boxes, bay windows, cornices, changes in material, (i.e., Stone Veneer), larger than normal porch, decorative garage windows, or two other projections or recesses in a pattern that creates architectural interest across the length of the face as determined by the Zoning Administrator.

13. Single Family Residential Dwelling Width

1. All residential structures shall have a minimum width of 20 feet.

14. Two Story Dwellings

1. Two-story dwellings shall include windows on the façade facing the street. No second-story street-facing wall shall run in a continuous plane of more than 20 ft. without a window or a projection, offset, or recess of the building wall at least one foot in depth.

15. Any proposed fencing or freestanding walls to comply with Section 300.03 Fences and Freestanding Walls.

1. Landscaping. Landscaping shall be provided between the back of sidewalk and the wall/fence line to include trees, shrubs, groundcover and vines in order to improve the aesthetics of the wall/fence. There shall be a minimum of five (5) feet adjacent to local roads and ten (10) feet adjacent to collectors and arterials. Maintenance of the landscaping shall be provided by the property owner, or by an assessment district established for such maintenance in perpetuity.
2. Visibility At Intersections: Notwithstanding any other provisions of this section, fences and walls shall comply with the visibility standards contained in section [300.16](#), "Visibility At Driveways And Intersections (Sight Distance)", of this article. (1866, 11-19-2019; amd. Ord. 1871, 6-2-2020)

General Conditions:

1. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans and Standard Drawings, Standard Specifications for Public Works Construction, and Caltrans Standard Plans and Specifications, except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.
2. The developer/applicant shall pay all applicable fees according to the Municipal Code and State law. The developer/applicant is hereby notified that you have the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code Section 66020(a). You have 90 days from the date fees are paid to file a written protest.
3. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
4. The developer/applicant shall pay School Development fees and all other City fees at the time table determined by current City Ordinance.

5. The developer/applicant shall dedicate a one-foot (1') limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.

Subdivision Map Conditions:

6. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District. Submit with the petition the \$375 fee. The following shall be included and maintained in said district: (1) Lighting, (2) Recreational Open Space, (3) Public Landscaping, if any (4) Public walls/fences, if any, (5) Drainage reservoir, if any, and (6) any other public improvement in accordance with Series 400, Section 407.03 (i) of the Development Ordinance.
7. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project. Landscape easements will need to be created in areas deemed necessary by the City Engineer.
8. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum ninety-day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
9. In accordance with Series 400, Section 407.02 (g) or (h) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
10. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right of way, if in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes will continue to be in use.

11. Prior to recording the final subdivision map, the developer/applicant shall provide surety for off-site improvements and provide easements, permits, calculations, etc. if, in the opinion of the City Engineer, they are needed for the proper functioning or phasing of the subdivision (e.g. water, sewer, drainage, etc.).
12. Building permits shall not proceed further than the installation of the foundation until all of the following items are accepted as complete:
 - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
 - c. Street base rock for accessibility by public safety officials and building inspectors;
 - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
 - e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;
 - f. Lot corners are marked;
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
13. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
14. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.
15. The developer/applicant shall have a Civil Engineer design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
16. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), etc. along the full frontage of all proposed subdivision lots except where they exist to City standards and are in good condition in the opinion of the

City Engineer. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.

17. The developer/applicant shall provide street striping and flexible delineators as necessary to provide safe vehicular movements, where directed by the City Engineer.
18. The developer/applicant shall dedicate right-of-way for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by the City Council, and dedication of required property for accessible ramp(s), sidewalk, etc. The developer/applicant shall construct street improvements that comply with the intention of the adopted Development Ordinance and per the details below:
 - a. The existing street width for Jubilee Lane is 36'. Due the existing improvements in the area, it will be allowed to continue with 4.5' wide sidewalk adjacent to the curb. New curb ramps will be required at Wisconsin Way.
 - b. The right of way width for Wisconsin Way shall be 56' and will include 4.5' of landscaped parkway behind curb, followed by 5' of sidewalk.
 - c. Total area of dedication to be determined by a licensed surveyor.
19. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:
 - a. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing house to City's sewer system, abandonment of existing septic system(s), well abandonment (if any, and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.
20. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.

Construction Documentation Conditions:

21. The developer/applicant shall comply with Appendix J, "Grading" of the current California Building Code, including provision of a grading and drainage plan

signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.

22. The developer/applicant shall provide a Soils Report in conformance with Chapter 18 of the current California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements. The developer/applicant is advised that this area has previously been identified as an area of high soil expansion potential.
23. The developer/applicant shall construct and/or repair street, curb, gutter, sidewalk, etc. along the full parcel frontage(s), except where they exist and are determined to be in good condition and in compliance with current accessibility standards in the opinion of the City Engineer (Ord. No. 1306).
24. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
25. The developer/applicant is hereby notified that extension of existing water and sewer lines and/or the installation of new lines will be required per Section 407.02(f), development code.
26. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
27. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. An existing storm water basin is located south of the proposed development that may be able to serve the proposed development. Developer/applicant shall verify that the existing basin has sufficient capacity to handle the additional runoff from the proposed development. The site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
28. The developer/applicant shall underground existing utility structures (i.e., poles, splice boxes, vaults, etc.).

29. The developer/applicant shall provide 31W-3000K LED streetlights along Jubilee Lane and Wisconsin Way on Marbelite poles (spaced at staggered 160' intervals) following Southern California Edison Company specifications, as approved by the City Engineer.

Construction Conditions:

30. The developer/applicant shall, under City inspection, remove all existing abandoned and unnecessary items, to the satisfaction of the City Engineer, before the issuance of a certificate of occupancy (for example, foundations, septic tanks, irrigation pipes, etc.).
31. The developer/applicant shall abandon existing wells, if any, after first getting an abandonment permit from the Tulare County Environmental Health Services Division. The developer/applicant is required to provide the City Engineer with proof of compliance with County regulations before performing any grading or issuance of the building permit, whichever comes first.
32. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
33. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
34. The developer/applicant is advised that they are obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity (except operations that result in disturbance of less than one acre of total land area **and** which are not a part of a larger common plan of development or sale). Before construction begins the proponent must:
 - a. Submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB).

- b. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain, at a minimum:
 1. All items listed in Section A of the permit.
 2. Descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and **all** temporary (e.g., fiber rolls, silt fences, etc.) **and** permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States.

If portions of the project area are to be sold off before the entire project is completed, the proponent must:

- a. Submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining.
- b. Informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP.

Building Comments:

16.No Comments

Fire Comments:

17.No greater spacing than 500' for single family residential projects.

18.No greater than 300' for commercial, multi-family, or mixed-use projects.

19.No structure shall be greater than 400' from a fire hydrant.

20.Depending on the location of existing fire hydrants, and required fire flow, additional hydrants may be required. All hydrant locations shall be approved by the Fire Department. Fire hydrants located across a public street shall not be utilized for calculations, or considered as available to meet the fire flow requirement for this project.

21.All hydrants must be in place and accepted by the Fire Department prior to any combustibles being brought onto the site.

22.Required fire apparatus access and turn arounds, or cul-de-sacs shall comply with Appendix D of the 2022 California Fire Code.

Field Services:

23. The developer/applicant shall comply with the City standard for "backflow" prevention pursuant to Resolution No. 9615.
24. The developer/applicant shall install 4 three bin refuse container enclosure according to City standards. **Enclosure location to be approved by City prior to issuance of building permit. Enclosure should be oriented for direct stab pick up.** The developer/ applicant shall also sign a waiver of liability for refuse truck damage to the parking lot if the refuse container location requires refuse trucks to travel on the parking lot.
25. A back-flow device is required on the landscape water meter.

PASSED, APPROVED, AND ADOPTED this 3rd day of September, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)

SOURCE: Community Development

COMMENT: The City's 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER), has been prepared for submittal to the U.S. Department of Housing and Urban Development (HUD). The CAPER reports on specific federal assistance allocated to the City for the period July 1, 2023, through June 30, 2024. The CAPER is the performance reporting tool for the 2023-2024 Action Plan Program Year and is required by HUD guidelines. Performance reporting meets four basic purposes:

- Provides HUD with necessary information for the Department to meet its statutory requirement to assess each grantee's ability to carry out relevant programs in compliance with all applicable rules and regulations;
- Provides information necessary for HUD's Annual Report to Congress, and is statutorily mandated;
- Provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated neighborhoods and meeting objectives stipulated in their Consolidated and Action Plans; and
- Assures that citizens, community groups, and other interested stakeholders in the community development process are accurately informed of the use of federal resources.

As required by HUD regulations and the Citizen Participation Plan, staff obtained citizen participation by publishing and posting bilingual public comment notices. On August 16, 2024, staff published a public comment notice in English in the Porterville Recorder and in Spanish in the Noticiero Semanal. The CAPER was made available for review electronically on the City's website (www.ci.porterville.ca.us) and at City Hall. Additionally, this information was posted on the city's social media pages. The notices state public comments may be submitted electronically and by phone by September 3, 2024, at 5:00 p.m. At the time of this report, no comments were received. However, staff was able to update some information since the publishing of the draft, which is reflected in the attached CAPER as redline. If comments are received prior to the close of the comment period, staff will respond to the comments before the CAPER is submitted to HUD by September 28, 2024.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing and consider any comments received;
2. Consider the Draft 2023-2024 Consolidated Annual Performance Evaluation Report; and
3. Direct staff to submit said report to the Department of Housing and Urban Development by the required deadline of September 30, 2024.

ATTACHMENTS: 1. 2023-2024 CAPER Draft

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



DRAFT

CITY OF PORTERVILLE
CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT
(CAPER)
FISCAL YEAR 2023-2024

15 DAY PUBLIC COMMENT PERIOD
August 17, 2024 to September 3, 2024

Claudia Calderon
Community Development Director
291 N. Main Street
Porterville, CA 93257
559-782-7460

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This section addresses activities undertaken during the program year to address pertinent Consolidated Plan and FY 2023/24 Action Plan objectives and areas of high priority.

To meet the City of Porterville's goals and objectives for FY 2023/24, funds were primarily administered to the following activities: First-Time Low-Income Homebuyer Program (FTHB), Homebuyer Education, Owner Occupied Rehabilitation Loan, Continuum of Care LINC Services, Case Management for Permanent Supportive Housing for the chronically homeless, Fair Housing Education Services, Parks Improvement Program, and Business Assistance.

These accomplishments promoted and sustained public services, existing housing, and job opportunities for Porterville residents and employers. Programs designed to address and fund the needs identified as "High" in the Priority Needs Table are the City's number one objective.

In keeping with this focus, the following objectives identified in the Consolidated Plan and FY 2023/24 Action Plan (AP) were addressed:

- Objective 1: Assist in the creation and preservation of affordable housing opportunities.
- Objective 2: Support activities to prevent and end homelessness.
- Objective 3: Support activities that strengthen neighborhoods.
- Objective 4: Expand economic development and employment opportunity programs.

The City of Porterville amended its 2023 Action Plan to re-allocate \$279,864 in 2023 entitlement funds from the Multi-Sport Fields Improvement Project to the Section 108 loan repayment, as the sale of the Heritage Center has not finalized and the repayment was to be paid with the sale proceeds. Subsequent to the initiation of the substantial amendment process, a minor amendment was submitted to and accepted by HUD. The minor amendment allocated a portion of the \$279,864 (\$184,856 as the full \$279,864 triggered a substantial amendment) that was originally proposed in the substantial amendment to the repayment of the Section 108 loan. This was done to ensure the City's compliance with the timeliness cap, which states that an entitlement grantee must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 (sixty) days prior to the end of the program year. The minor amendment was consistent with the proposed substantial amendment, which when approved, allowed the remaining balance of \$95,008 to be re-allocated to the Section 108 Loan.

The Table 1 - Accomplishments – Program Year & Strategic Plan to Date represents 5-year goals for FY 2020-2024. This is the fourth year of accomplishments reported or 80% of the goals. See Table 1a for actual program stats, as the system generated table does not capture all the accomplishments accurately.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount/ CDBG	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$21,805	Public service activities other than LMI Housing Benefit	PA	300	199	66%	90	55	61%
Affordable Housing	Affordable Housing	CDBG: \$197,697	Homeowner Housing Rehabilitated	HHU	5	2	40.00%	4	0	0%
Affordable Housing	Affordable Housing	CDBG: \$405,965	Direct Financial Assistance to Homebuyers	HA	5	6	120%	1	2	200%
Economic Development	Non-Housing Community Development	CDBG: \$95,584	Businesses Assisted	B	20	3	15%	5	2	40%
Homelessness	Homeless	CDBG: \$11,138	Public service activities other than LMI Housing Benefit	PA	750	1327	177%	200	1046	523%
Homelessness	Homeless	CDBG: \$85,000	Public service activities for LMI Housing Benefit	HA	5	454	9080%	105	441	420%
Strengthening Neighborhoods	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$38,246	Other	O	1	1	100%	1	1	100%
Strengthening Neighborhoods	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$480,737	Public Facility or Infrastructure Activities other than LMI Housing Benefit	PA	167,815	15,415	9.19%	168,325	0	0%
Economic Development	Non-Housing Community Development	CDBG-CV: \$48,438	Businesses Assisted	B	0	0	0.00%	0	0	0%
UNIT OF MEASURE: PA=Persons Assisted, HA= Households Assisted, HHU=Household Unit, B=Business, J=Jobs, B=Beds, O=Other. LMI=Low/Moderate Income										

Table 1a - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City remains committed to providing a full range of housing opportunities throughout the community. It's the City's intent to assist in the development of housing opportunities within the City and, as such, the City will engage in programs that further improve the supply of lower income housing. Below are the programmed activities for FY 2023 and accomplishments associated with each activity.

First Time Homebuyer Loan Program: The Action Plan (AP) set a goal that at least one (1) low-to-moderate income household would receive assistance. The annual goal was met as two (2) low to moderate income households were assisted with CDBG funded first time home buyer loan assistance.

Owner Occupied Rehabilitation Loan Programs: A goal of four (4) low-to-moderate income households was established in the AP. There were no rehabilitation loans funded in Program Year 2024. There is one (1) active rehabilitation project in progress with contractors actively working on the property to make needed repairs and it is anticipated to be completed by end of August 2024. There are two (2) loan applications in review and four (4) applications that did not progress households were unresponsive after application submittal.

Homebuyer Education: A goal of sixty (60) low-to-moderate income households participating in the virtual and in-person homebuyer education classes to prepare low-income renter households for the responsibilities and challenges of homeownership and the homebuying process. The City requires this eight to nine hour training course as a prerequisite to applying for the City's First-Time Homebuyer Program. During the program year, eleven (11) classes were scheduled, seven (7) classes were offered, only five (5) classes were held, and a total of eighteen (18) households attended. Due to HUD's internal audit of the HUD-Approved Counselor's program, five (5) of the scheduled classes could not be held and two (2) classes were canceled due to lack of registered attendees.

Homelessness: The City collaborates with several local operators of facilities that meet the emergency and transitional housing needs of individuals experiencing homelessness and those at-risk of homelessness. It allocates CDBG funds for case manager salaries for the Permanent Supportive Housing (PSH) Program administered by Family Services of Tulare County, which provides wrap around services such as referrals to counseling and dentist, life skills training, transportation, home visits/case management and delivery of food and hygiene products. Five (5) individuals received continued access to these services, all of whom have been housed while enrolled in the program. The goal of two persons assisted was met.

CDBG funds were allocated to Navigation Center Operations and used to provide food, shelter, housing assistance, service linkages and additional staffing for case management services at the Porterville Navigation Center (PNC), a 15-bed emergency shelter and 15-bed bridge housing facility located in Porterville. During the 23/24 program year 436 individuals were provided services.

Local Initiative Navigation Center (LINC) events administered by the local Continuum of Care on Homelessness, DBA KTHA, held at the Porterville Navigation Center received CDBG funds to support bi-monthly events offering housing assessments, connections to mainstream benefits, support service providers, and access to other services on a scheduled basis such as vaccinations, haircuts, prescription eyeglasses, etc. Beneficiaries of this activity in 23/24 totaled 754 individuals.

Lastly, CDBG entitlement funds were allocated to the Homeless Outreach Program (HOP) activity which provides essential consumable items at the Central California Family Crisis Center's (CCFCC) drop-in

center and during outreach events to those experiencing homelessness. In 23/24 there were 292 individuals assisted.

Parks Improvement Program: The Parks & Leisure Services Department continues to work diligently to bring new amenities to the parks. To aid and facilitate this ongoing effort, the City is currently in the process of adopting a new Parks Master Plan to help to plan for and identify future improvement projects that are eligible for CDBG funding.

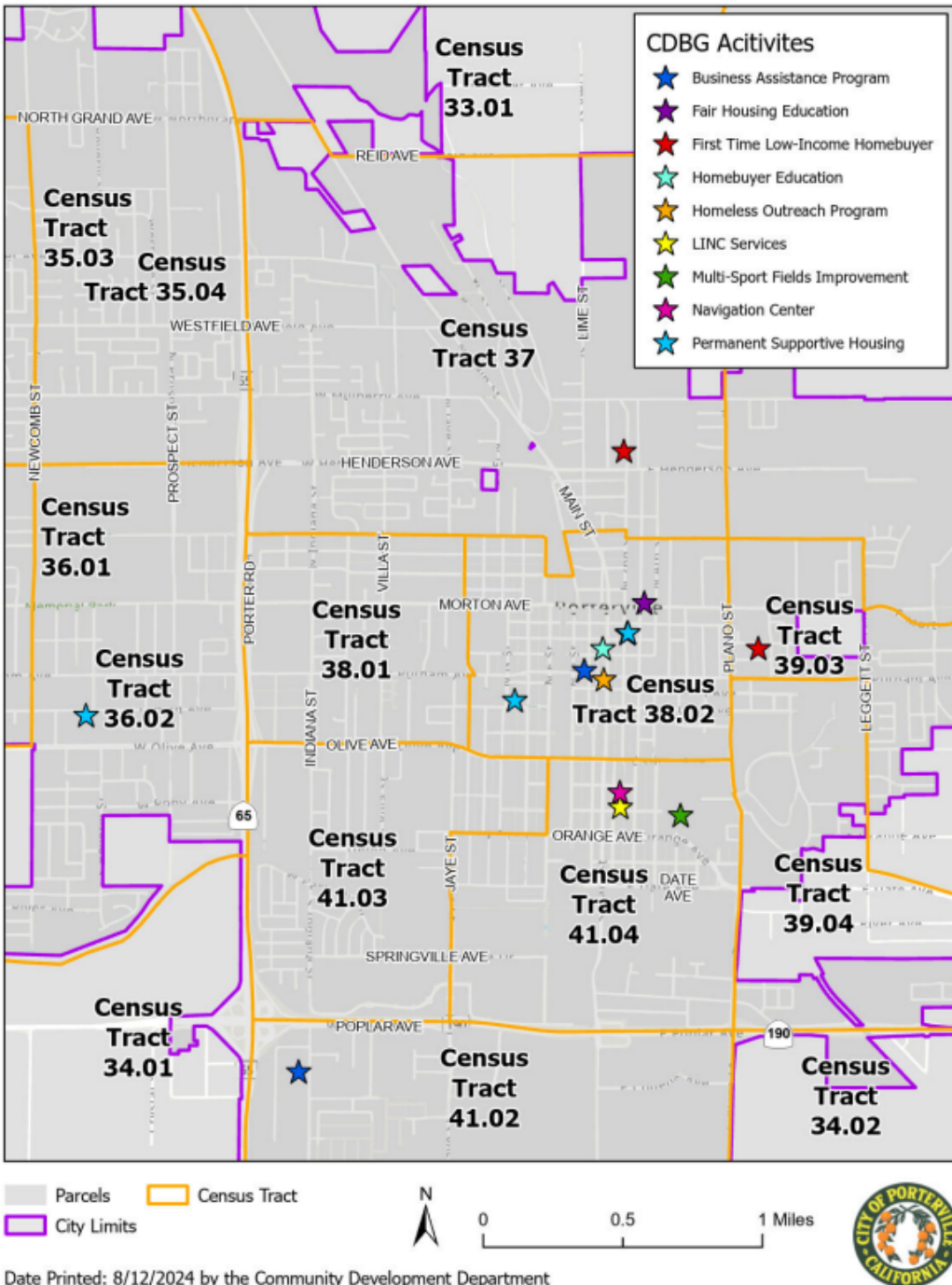
In Program Year 2023, amenities were purchased to be installed for the multi-sport fields improvement project, for improvements to 11.6 acres of undeveloped property to the north of the Heritage Center for the use of recreational activity and park space. As delivery took place at the end of the fiscal year, this project will carry over into the next fiscal year for installation of those amenities.

Business Assistance Program: The BAP accomplishments for 23/24 include two (2) microenterprise loans in the amount of \$10,000 each, which benefited two income eligible business owners.

Fair Housing: CSET continued its efforts to implement and market the fair housing education program via social media and community partner agencies. Activities included a total of five (5) presentations to the general public, provision of comprehensive Fair Housing information as requested, and a Summer Resource Fair, which included Fair Housing resources held at the Nupchi Xo'Oy Community Center in June 2024, which had twenty (20) households in attendance; demographic data is not typically collected at these community events. The goal of thirty (30) people assisted was achieved through one-on-one interactions, where demographic data is collected. During the program year thirty-eight (38) people were assisted.

A map is included to show where CDBG assisted units or projects are Citywide.

2023/2024 CDBG Funded Activities - CAPER



CR-10 - Racial and Ethnic composition of families assisted**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

	CDBG
White	1310
Black or African American	34
Asian	18
American Indian or American Native	78
Native Hawaiian or Other Pacific Islander	35
Total	1475
Hispanic	758
Not Hispanic	717

Table 2 – Table of assistance to racial and ethnic populations by source of funds**Narrative**

Some of the CDBG funded programs are not captured by the table auto generated by IDIS (above), therefore Table 2a has been provided to include those programs. Additionally, Table 2a accounts for those who provide a race of “Other” also excluded from the data provided in Table 2.

Table 2a - Table of assistance to racial and ethnic populations by source of funds	CDBG TOTALS
White	1310
Black or African American	34
Asian	18
American Indian or American Native	78
Native Hawaiian or Other Pacific Islander	35
Other	71
Total Households	1546
Hispanic	758
Not Hispanic	788

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,763,922	\$730,976 846,805
CDBG-CV	Public – federal	\$48,438	\$0

Table 3 - Resources Made Available**Narrative**

The total amount expenditures will be finalized after the City of Porterville finance department completes the closing out of the FY 2023/24. This total is as of August ~~16~~ 27, 2024, based on a preliminary report of expenditures. The PR-26 and Explanation of Adjustments ~~will be~~ is included as attachment 3. ~~in the final report submitted to HUD.~~

The auto-generated table by IDIS does not reflect actual amounts. Therefore, actual balances have been included, per available resources at the beginning of FY 2023/24. Every effort was made to use any available Program Income first, then any prior CDBG entitlement and finally the current entitlement. Some Activities only use Program Income, Prior Entitlement or Current Entitlement; therefore, all account resources have expenditures.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	All programs are within the City Limits of Porterville

Table 4 – Identify the geographic distribution and location of investments**Narrative**

The target area for all goals is Citywide. All assistance was provided to households within the city limits of Porterville, including annexed Tulare County unincorporated areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Private resources used in conjunction with Federal resources consist of first mortgages issued to qualifying first time homebuyers from lenders participating in the City's First-Time Homebuyer (FTHB) Program. The City also continues leveraging its FTHB Program, the Owner-Occupied Housing Rehabilitation Program, and other housing programs with Revolving Loan Program Income Funds derived from the repayment of CDBG, and State grants such as HOME and CalHome loans. Matching requirements were satisfied through the individual program guidelines. For the First-Time Low-Income Homebuyer Program, lenders are requested to provide a higher percentage of the total home purchase price than what the City provides. This provision also promotes affordable housing because in most cases, it excludes the additional cost of primary mortgage insurance (PMI) when they are eligible for Conventional Financing if at least 20% is given as a down payment. One of the exceptions to the PMI cost avoidance is the use of FHA financing which is allowed with the program and requires PMI.

Homebuyer Education is a public service being provided at City Hall and is a CDBG funded activity, but not in its entirety, as doing so would result in the City exceeding its public service cap. Therefore, the program is subsidized through the General Fund, HOME Administration funds and a partnership for in-kind staff time with CSET who provides an instructor to administer the classes.

Staff continues to apply for additional parks related grant funds when opportunities arise and has recently secured an Outdoor Recreation Legacy Partnership Program (ORLP) grant in the amount of \$2.5 million. The ORLP program provides matching grants to cities for park projects in underserved communities, which helps reinvigorate existing parks and form connections between people and the outdoors. Funds will be used for the Santa Fe Sportsplex Project, which is identified in the City's Action Plan as the Multi-Sports Fields Improvement Project.

Matching funds associated with the Business Assistance Program are those funds necessary to complete the project and accommodate the business.

Permanent Local Housing Allocation (PLHA) funds have also been leveraged to fund operations of Permanent Supportive Housing, Homeless Navigation Center, Emergency Shelter and Bridge housing.

The Litter Abatement Pilot project is a partnership between the City, Tulare County Association of Governments (TCAG), the California Department of Transportation (Caltrans) and Community Services Employment Training (CSET) to employ individuals experiencing homelessness to conduct beautification along State Routes 65 and 190 within the city limits, including off ramps and other transportation public right of ways near the State Routes where litter accumulates. Each agency provided funding for 3 years for a 4-person crew plus a supervisor began on February 6, 2023, collecting an average of 50 bags of waste a day.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and

middle-income persons served.

	One-Year Goal	Actual
Homeless	2	5
Non-Homeless	5	2
Special-Needs	0	0
Total	7	7

Table 5 – Number of Households

	One-Year Goal	Actual
Rental Assistance	2	5
The Production of New Units	0	0
Rehab of Existing Units	4	0
Acquisition of Existing Units	1	2
Total	7	7

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The following are programs with unmet goals that contribute to the City's efforts in providing affordable housing for its residents.

First Time Homebuyer Loan Program: The City received seventeen (17) applications in the program year, two (2) FTHB loans were funded with CDBG entitlement and program income. Of the remaining applications, one application has recently closed escrow (after the 6/30/2024 which will be reported as an accomplishment in the next fiscal year), one is currently in escrow and four others remain active. While we did meet this year's goal, and there is continued interest in the program, home prices in Porterville have consistently been over the max purchase price limit for the program, which has created a difficulty for our approved applicants. Additionally, some applicants are approved for a lower purchase price than the max limit and that creates a difficulty in finding homes and competing for homes, as they are consistently outbid. Lastly, interest rates have also created a difficulty for our LMI applicants as they have increased the first mortgage monthly payment, which in turn increases their front- and back-end ratios and usually puts them over approved ratio limits.

Owner Occupied Housing Rehabilitation Loan Program: In past years, the number of units supported through Rehab of existing units has been exceeded, however has fell short in recent years. The goal of four (4) was not met, but there is currently one project in progress while one (1) additional application remains active. Staff is currently waiting for two (2) applicants to submit documents necessary to continue their loan applications, and four (4) applications did not progress due to inactivity, eligibility or withdrawing their application. Though there is significant interest in this program, the majority of those interested have disqualifying factors. Of those who are not automatically disqualified per Program Guidelines, most do not follow through with turning in the documents necessary to approve the application. Staff is continuously working on ways to make the process easier for applicants and following up with them.

Homebuyer Education: This year, eleven (11) classes were scheduled, seven (7) classes were offered and five (5) were held with a total of eighteen (18) attendees. Of the offered classes, two (2) classes were

canceled by City staff for lack of registered attendees. However, the other five (5) had to be canceled due to an audit of the HUD-Approved Counselor's program. Due to the audit, the Homebuyer Education classes were on hold until the City was notified that classes could resume. As a result, the City fell short of its annual goal. Staff is actively advertising the Homebuyer Education classes through all available channels such as social media, resource fairs, community meetings, as well as front counter traffic at City Hall. Feedback received from the public indicates that they are waiting for home prices and/or interest rates to lower. Despite the current market conditions, staff encourages individuals to attend the education class while they wait for conditions to improve.

Curb, Gutter and Sidewalk Improvement Program: There were no new 23/24 entitlement funds allocated to this activity as a new project had not been identified. In Program Year 2023, the remaining allocation from previous years was utilized to complete design work for the Henrahan Project. Any unspent funds will be allocated to the Multi-Sport Fields Improvement Project, consistent with the budget contingency language.

Multi-Sport Field Improvement Project: The sale of the Heritage Center and subsequent repayment of the Section 108 Loan that was expected to generate approximately \$900,000 in CDBG Program Income (PI) to fund this project is still underway. During the amendment process, \$279,864 in funds allocated to this project were re-allocated for repayment of the Section 108 Loan, which was also to be paid with the sale proceeds. Despite the re-allocation of 2023 entitlement funds for debt repayment, the City continues to move forward with this project following its receipt of the Request for Release of Funds using older entitlement funds. Should the need arise, funding allocated for the Parks Improvement Program could also be utilized towards this project.

Discuss how these outcomes will impact future annual action plans.

These outcomes demonstrate that while not all goals were met, there is still a need for affordable housing and the city would like to continue funding such programs. Additionally, the City's efforts to address "worst-case" housing needs and the needs of persons with disabilities included:

- a. Since 2006, the City continues to promote annually the Voluntary Income Tax Assistance Program (VITA) in Porterville. VITA is a national program providing free assistance to low income, elderly, limited English proficient and/or disabled individuals who require assistance in preparing their tax returns and cannot afford the services of a paid professional tax preparer. This program aids in ensuring that these families do not have to use their limited resources on this service and are able to obtain their tax refunds.
- b. Offering the Owner-Occupied Housing Rehabilitation Loan program to help families bring their homes up to City Code and address Health and Safety hazards.
- c. Collaboration with the Housing Authority of Tulare County (HATC), who provides ongoing maintenance and upkeep of publicly assisted housing units in Porterville. HATC serves as the housing provider for worst-case needs and LMI renter households that pay more than half their income for rent. HATC also assists persons with disabilities and retrofits existing units to accommodate them.

- d. The City is on the Homeless Taskforce, which is a County Wide effort to identify gaps in services to help individuals and families experiencing homelessness overcome that situation or avoid it altogether.
- e. Continuum of Care's LINC activities took place bi-weekly throughout the program year with the exception of incidents of inclement weather, and health and safety concerns, such as Covid-19 outbreaks. The goal of 150 people served was met. There were 617 people served this program year.
- f. The City partners with Kings View, which operates a 30-bed Low Barrier Navigation Center for people experiencing homelessness. The Navigation Center has served as the location for the provision of LINC services since June of 2021.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	5	0
Moderate-income	11	0
Total	17	0

Table 7 – Number of Households Served

Narrative Information

The table above includes Homebuyer Education class participants. Of the eighteen (18) households served by the program, one (1) was not considered low- moderate-income. This equates to 94% of participants being categorized as LMI, which is well above the 51% requirement.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Porterville actively participates in searching for solutions to reduce and end homelessness through partnering with non-profit organizations and agencies, as well as seeking out grant funds to support programs aimed at reducing homelessness.

A total of \$94,000 of CDBG Funding was allocated to the programs that address homelessness. The Kings/Tulare Homeless Alliance (KTHA) received \$5,000 this program year to assist in resource fairs that link the individuals with services. Family Services of Tulare County received the remaining \$15,000 to help cover a case manager's salary for five (5) PSH beds in Porterville. An additional \$4,000 was allocated to Homeless Outreach Program and \$70,000 to Porterville Navigation Center

KTHA which serves as the local continuum of care, coordinates efforts amongst service providers, faith-based partners, governmental agencies and other key stakeholders. The City actively participates in the monthly meetings hosted by KTHA, such as the Community/Stakeholder meeting and Executive Meetings. KTHA also hosts other monthly meetings such as the Case Management Roundtable.

Point In Time (PIT) - KTHA gathers data for the PIT census. The one-day survey provides a snapshot of the adults, children in households, and unaccompanied youth living in the City of Porterville who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless. The 2024 PIT data, collected in January and reported to HUD in April by the COC, indicates 1,260 sheltered and unsheltered individuals were counted in Tulare County, of which 251 are unsheltered in Porterville and 58 are either in Emergency or Transitional Housing.

The Kings View PATH team and KTHA Housing Navigators conduct ongoing outreach to connect people who are least likely to access resources. In PY 2023, approximately 150 people experiencing homelessness were assessed for housing through street outreach efforts. Of the 150 people assessed, 33 people were referred for housing and 12 people were assisted with permanent housing.

In 2020 a street outreach team was started by Central California Family Crisis Center, called Homeless Outreach Program (HOP). A HOP team goes to the river bank where most of the homeless in Porterville reside and provides food, hygiene kits, and other needed items such as sleeping bags, and provides information on available resources to assist them in securing permanent housing. In 2023 the HOP program received \$4,000 in entitlement funding. Due to the flooding and river evacuation in 2024, the HOP team went out only once prior to the flood and made contact with 22 individuals. In addition, CCFCC provided food, snacks, hygiene kits, and other needed items such as sleeping bags, tarps, and tents, clothing and shoes at the drop-in center 523 occurrences, serving 379 unduplicated.

In 2021, the City Council approved an allocation to the Porterville Police Department, to hire a crisis intervention specialist to work alongside a police officer to perform outreach to unsheltered individuals in the city. The Special Methods and Resources Team (SMART) helps engage and offer services to the

encampments along the Tule River as well as encampments in other regions of the city, performs outreach several days per week and coordinates with local agencies who provide services. In program year 23-24 one thousand four hundred thirty-eight (1,438) individuals experiencing homelessness were contacted, referrals included: mental health services (16), housing services (34) and substance abuse services (8). In June of this year, the City Council approved the budget for additional personnel for the SMART Program team.

The City encourages homeless service providers to participate in the Coordinated Entry System (CES). This system utilizes the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) to help prioritize assistance for those who have been homeless for long periods of time and have high service needs. It also helps individuals by eliminating the need to submit multiple applications to multiple agencies. The CES, operated by KTHA, includes virtually all homeless service providers within the City of Porterville. In addition to the Every Door Open approach, people experiencing homelessness can have an assessment completed by contacting 2-1-1.

Addressing the emergency shelter and transitional housing needs of homeless persons

The programs listed in Table 8 provide emergency shelter and transitional housing for people experiencing homelessness within the City of Porterville.

The Housing and Disability Advocacy Program is designed to assist people who are experiencing homelessness and have a disabling condition, and are likely eligible for disability benefits, apply for disability benefits. Through the disability application process, HDAP provides housing supports. HDAP prioritizes individuals and families who are experiencing chronic homelessness or homelessness and rely most heavily on government-funded services. The definition of homeless has recently expanded to include individuals who are “At Risk of Homelessness” who are experiencing housing instability, such as individuals in “doubled-up households”, who are unable to stabilize their housing situation. Once approved for disability benefits, the individual is transitioned into permanent housing and out of the HDAP program. While enrolled in HDAP, the Housing Navigator (CSET) works with the Coordinated Entry System and Housing Authority to attempt to get these individuals approved for a housing voucher so that once exited from HDAP, they have an ongoing housing subsidy that will assist them with housing supports to reduce the chances of falling back into homelessness. During FY 23/24, HDAP received a total of 62 new referrals and had a total of 115 individuals in the program who received disability assistance. HDAP assisted 19 clients/families with housing supports in addition to disability benefits

The City partners with Kings View to provide \$70,000 in CDBG funds to support the operation of a Navigation Center in Porterville. The site of the center was purchased by the City from the Porterville Unified School District and is leased to Kings View for \$1/year. The Porterville Navigation Center (PNC) consists of 15 emergency shelter beds and 15 bridge housing beds that serve adults experiencing homelessness along with their partners and pets. During the FY 23/24, the program assisted 436 clients with shelter (129 unduplicated) and an unduplicated count of 1,235 with other services and meals. Three of the shelter beds are dedicated for transitional age youth, ages 18-24 who are experiencing homelessness, with access to bridge housing beds. The program was able to house 17 clients into permanent housing, some using emergency housing vouchers. Program guests are provided space for storage of their possessions, allowed one dog on site, and offered services that are voluntary and include case management, housing locations, meals, life skills training, laundry, and linkages to community resources. Bridge housing beds are referred exclusively by the Coordinated Entry System. Emergency shelter beds can be self-referred by someone experiencing homelessness, through CES, or by another service provider.

The City also partners with KTHA by continuing to be part of the Porterville Local Initiative Navigation Center (LINC) committee, which began in June 2021. LINC serves as a mini-resource fair and is held twice a month at the PNC. The committee will support the PNC and KTHA to facilitate connections to the services needing to be made available, volunteer at events, fundraise and provide ongoing planning and coordination of services that LINC may be missing. The intention of LINC is to connect persons experiencing homelessness with critical services, such as housing assistance, legal services, social services and access to mainstream benefits, and provide consumables and supplies. Some of the services provided are: connection to mainstream benefits through an HHSA eligibility worker, a drug and alcohol counselor, a social worker, notary services, vision services, literature, pet services, connection to government issued free phone programs and haircuts.

Table 8 – Emergency Shelter and Transitional Housing Programs in Porterville

Program Type	Organization Name	Program Name	Year-Round Beds
ES	Central CA Family Crisis Center	CCFCC Homeless Shelter	4
ES	Central CA Family Crisis Center	Porterville Shelter - DV	27; 6 cribs
ES	Central CA Family Crisis Center	Porterville Shelter - HT	1
ES	San Joaquin Valley Veterans	Emergency Housing Assistance (EHA)	17
ES	Kings View	Porterville Navigation Center	30
TH	Uplift Family Services	Crossroads T.A.Y. Housing, Porterville	10
TH	Central CA Family Crisis Center	Women’s Transitional Housing Program	10

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Several community partners offer local residents services which are designed to help with housing retention. Community residents can access up-to-date prevention resources by calling the local 2-1-1 line. Call center operators through 2-1-1 are able to pre-screen clients for eligibility and provide up-to-date information on program availability.

CalWorks eligible families are able to access housing assistance (HA) through the Housing Support Program and Bringing Families Home programs. These programs can assist with short term rental assistance and utility deposits for households faced with eviction. ~~Data regarding the number of individuals served during the program year will be included if received prior to submittal to HUD.~~ In FY 2023 Tulare County HHSA received 357 applications for HA in the Porterville office and 305 were granted. These totaled \$408,819.49 in assistance to families in the Porterville area to help them stabilize their housing situation.

Through a partnership between Tulare County HHSA and Uplift Families, there are 10 transitional housing beds available for youth exiting foster care. The program offers housing along with intensive wrap around services to assist participants in becoming self-sufficient.

The Alliance has an SSI/SSDI Advocacy, Outreach and Access (SOAR) program within the region. This national project is designed to increase access to the disability income benefit programs administered by the Social Security Administration (SSA) for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or a co-occurring substance use disorder. Assisting clients through SOAR results in expeditious benefit awards and additional funding for communities through Medicaid reimbursements. Access to these benefits greatly increases housing stability and retention rates among recipients. Tulare County HHSA has a dedicated SSI/SSDI Advocacy unit which served 480 households/individuals in PY 2023, of which 263 were new referrals.

These linkages have increased the community's efforts to avoid discharge into homelessness as well as serve the existing homeless population.

In addition to the CDBG funding in support of PSH, the City has partnered with Central California Family Crisis Center (CCFCC) by providing a cash match with Permanent Local Housing Allocation (PLHA) funds for supportive service costs associated with operating their 12-unit PSH project, Casa de Robles 3, in Porterville. This project provides housing to chronically homeless individuals. CCFCC provides supportive services that will allow participants to obtain and maintain permanent housing. During their time in the project, participants will meet with their case manager to develop an Individual Service Plan designed to address barriers related to obtaining and maintaining stable housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

KTHA continues to utilize the Landlord Mitigation Fund to increase the inventory of landlords and property managers willing to lease units to people experiencing homelessness. The fund is designed to incentivize Landlords to relax screening criteria for people who are experiencing homelessness and who may have barriers that prevent them from securing housing on their own, such as poor credit and past evictions. By offering a Fund to mitigate Landlord exposure to the increased costs of renting to people experiencing homelessness including excess damage and unpaid rent, a strong relationship can be created with Landlords who otherwise may not lease to individuals and families experiencing homelessness.

The Coordinated Entry System continues to focus efforts on working with the top five (5) households of each intervention type on the Housing Priority List to get them document ready. This focus has reduced the amount of time that people spend on the streets waiting to be placed once a unit becomes available.

The City as a CDBG entitlement jurisdiction, is an eligible recipient of Permanent Local Housing Allocation (PLHA) funds, established by the Building Homes and Jobs Act (SB 2, 2017), and has been awarded \$1,461,769 for Years 1, 2 and 3. The City Council adopted a 5 year plan for the use of those funds and will be using them for *“Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that*

allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing,” which is one of the eligible options for this funding. RFPs were issued for all three funding years and have been awarded to four (4) local non-profit homeless service providers across five (5) different programs.

The City holds a representative seat on the Tulare County Task Force on Homelessness, which advises and assists the Tulare County Health & Human Services Agency in the Agency's efforts to address homelessness issues affecting the community. The taskforce meets monthly to identify, develop, and implement innovative strategies, leading to an increase in service-delivery efficiency and an overall reduction of homelessness in Tulare County. The City assisted in the plan development of the Pathway Home Task Force Homeless Plan, which is a county-wide plan that established a set of goals tailored for Tulare County and provides a roadmap of how to address homelessness, based on local needs, strategies and tactics that work. Most recently a contributed to the development of the Tulare County Homeless Action Plan which was approved by the Tulare County Board of Supervisors on June 14, 2022 and subsequently submitted to the State which will help with qualifying with additional funding sources that address homelessness like the Homeless Housing, Assistance and Prevention (HHAP) Grant.

The City is aware of and in support of other agencies that also contribute to addressing and ending homelessness in Porterville. The City reaches out to those agencies when developing programs or applying for funding that can be used to address homelessness to address priority needs and gaps in services. Some examples of these agencies include: Emergency Shelter and Transitional Housing, Exit from Foster Care, Housing Retention, CalWorks, and SSI/SSDI Advocacy.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not use funds from the CDBG allocation to assist the Public Housing Agency. Public housing is facilitated by the Housing Authority of the County of Tulare (HATC), which provides ongoing maintenance and upkeep of publicly assisted housing units in Porterville. The HATC rehabilitates its own units, and has converted units necessary to serve persons with disabilities. The HATC continues to own and manage 111 units in the City of Porterville and projected an investment of \$261,150 in Capital Fund improvements for its public housing stock in Porterville was projected for 2023-2024. According to HATC, there is no plan to purchase additional public housing units, nor is there a plan to remove any units from its inventory. The City makes referrals to the agency when needed and open communication exists about new programs that become available.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the resident participation in public hearings and review periods associated with its Move to Work Program Plan, which includes plans for the use of Public Housing Capital Fund money and possible program modifications. HATC publishes a notice of the hearing for members of the public and program participants, HATC's plan and all information relevant to the public hearing is made available for public inspection for at least 30 days, notices are provided to Public Housing Residents and is also posted on our website.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership and its Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. Effective collaboration between the agency and other public and nonprofit agencies is imperative to help promote homeownership among all of its tenants.

Additionally, the City has looked at ways to improve participation in the Homebuyer Education courses. Changes to the program include increased outreach, partnership with a HUD Approved Counselor from a local non-profit, use of social media, offering a one-day weekend class, providing virtual and in-person classes, and distribution of a textbook for class participants to take notes and keep as a resource. Staff also partnered with this same non-profit Agency to host a resource fair to provide access to information about fair housing resources, the homebuying process as well as other information and city staff hosted a booth at this fair to provide information specifically about the City's programs.

Social media was used to promote the program twice monthly via multi-departmental Facebook and Instagram accounts with the following reach: Parks Department (6,099 followers), Public Library (8,251 followers) and Administration Department (6,239 followers).

Housing Division's Facebook and Instagram accounts have a total of 3,563 followers. Specific program posts regarding the FTHB program with Homebuyer Education class schedules and Rehab program are posted regularly throughout the year, and Fair Housing month was also promoted during April. Housing programs are also advertised with an electronic display screen in the lobby of City Hall.

Flyers for all programs were in the Chamber of Commerce E-newsletter which serves over 900 individuals and were shared with individuals at in person events that include the local fair, resource, and job and literacy fairs. FTHB program flyers were made available at the front counter of city hall, to lenders and the Housing Authority to share with their existing clients; provided to local resource centers for low-income families that serve approximately 50 individuals daily; and shared at all community meetings, which in turn shared the flyer out to their distribution lists.

Staff has also given presentations to local organizations serving low-income families and the real estate community and provided information about the programs in an effort to obtain referrals. Lastly, staff provides Lender training to existing Lenders and this training is mandatory for all new Lenders approved to work within the First-Time Homebuyer program.

Actions taken to provide assistance to troubled PHAs

Tulare County's Housing Authority is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

This section summarizes other actions contained in the Consolidated Plan and Action Plan. These actions specifically address obstacles to meet underserved needs, foster and maintain affordable housing, eliminate barriers to affordable housing, overcome gaps in institutional structures and enhance coordination, improve public housing and resident initiatives, evaluate and reduce lead-based paint hazards, ensure compliance with program and comprehensive planning requirements, and reduce the number of persons living below the poverty level. In Fiscal Years 2015 and 2016, several annexations took place throughout the City. At its meeting on October 15, 2019, the Porterville City Council approved proceeding with the issuance and sale of revenue bonds to facilitate the extension of sewer main infrastructure to serve annexed areas that are lacking infrastructure. The sewer lines have been completed and as well as the street patching and clean-up.

As stated earlier in this report, the City of Porterville fosters and strives to maintain affordable housing and eliminate barriers to affordable housing through its various programs and policies. Governmental constraints to the production of housing are minimal in Porterville. The City's land use regulations, expedited permit processing, and low development fees serve to encourage the construction of low-cost dwelling units. The City conducts a self-evaluation to evaluate its zoning ordinance and general plan policies to ensure no undue hardship is created in the development of low to moderate-income housing. The City has contracted with a consultant to update the Development Ordinance and remove any barriers to low-income housing using REAP 1.0 funding. That process is currently underway and is anticipated for completion in late December 2024. Additionally, the City is in the process of updating its General Plan to reflect new legislative requirements. The update will make focused changes to the Health and Safety element and a new Environmental Justice element. It will be considered for adoption in September of 2024.

The Multi-Jurisdiction Regional Housing Element is currently under review by HCD. It was submitted in July of 2024, and is subject to a 90-day review period. It is anticipated that it will take several reviews for

HCD approval and the earliest it could be adopted would be early 2025.

As indicated in the City's Consolidated Plan, a considerable number of affordable housing units exist in Porterville. City ordinances and policies are relatively liberal regarding provision of affordable housing. Land, labor, construction, and material costs are relatively low when compared to most other areas in the state. The City has ample land currently zoned to meet low to moderate income, new, single family and multi-family housing needs for a 20-year period as indicated in the 2015-2024 adopted Housing Element of the General Plan that was certified by the State. The City has rezoned more acreage to higher densities to provide even more opportunities for affordable housing development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City addressed the issue of affordable housing being accessible in almost every area of the community with the establishment and timely expansion of its Fixed Route public transportation system. Starting in April of 2020, transPORT, a micro transit service, started operation providing an additional and expanded mode of service to the community. This service replicates other on-demand private rideshare services at a more affordable rate.

During FY 23/24, annual statistics for the services include the following: Fixed Route provided 232,013 passenger trips; Complementary Paratransit (Dial-A-Ride) provided 3,665 passengers trips, seniors and ADA-certified riders; and On-Demand (transPORT) provided 42,097 passenger trips.

The current transit fleet consists of 13 battery-electric transit buses, 15 battery-electric vans, 14 CNG (Compressed Natural Gas) transit buses, 3 CNG cutaway buses, and 9 gasoline minivans, making the transit fleet compliant with the California Air Resources Board (CARB) regulations.

Using funds from the SB2 Local Planning Grant program, the City hired a consultant to prepare pre-approved construction-ready plans for both Accessory Dwelling Units and multi-family residential units. They prepared three (3) plan sets for ADUs ranging from studio (525 sf) to two-bedroom units (806 sf), which are now available for public use. The multi-family residential plans range from duplex to four-plex designs with a variety of unit types, from studio style (420 sf) to three-bedroom units (1357 sf), and are pending final approvals. Overall, the City will have received eleven (11) plan sets for public use. City has partnered with Self-Help Enterprises (SHE) to offer applicants private financing for ADUs through SHE's loan program.

Staff continues to monitor all of the City/Agency assisted affordable housing projects to ensure that they are meeting the conditions of the regulatory agreements. The monitoring has now been the responsibility of the Porterville Housing Authority. The City continues to keep an open communication with several affordable housing developers to encourage this type of development.

As mentioned in previous CAPERs, a developer secured a site and full construction funding, including state funding from the *No Place Like Home* program to build permanent housing for low-income families and housing for those experiencing homelessness. Finca Serena was completed in May 2023 and is located near Downtown Porterville. It offers 80 new affordable units and provides a robust continuum of on-site services and 24-hour live-in support staff who provide access to job training, mental health services, and who work collaboratively with local agencies to ensure a healthy and safe community for its residents and neighbors. These efforts, in conjunction with the City's first-time homebuyer programs and other housing programs, have made progress toward the goal of eliminating barriers to affordable housing.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Tulare County Health Department conducts follow-up investigations on documented incidents of childhood lead poisoning and implemented eradication action as required by law. Porterville does not directly undertake lead-based paint eradication unless such action is required in conjunction with CDBG/HOME/CalHome funded, owner-occupied housing rehabilitation projects. There was one (1) rehabilitation loan funded in 23-24. City staff provides brochures and informational leaflets on lead-based paint hazards to first-time homebuyers as part of the homebuyer education curriculum, and at the counter for the public.

Since 2005, the City's Owner-Occupied Housing Rehabilitation Loan Program Guidelines requires that homes built before 1978 be eligible for funding assistance by complying with all the federal lead-based paint regulations including conducting on site lead-based paint assessments and pursuing mitigation where necessary. As part of this program, up to \$10,000 of the \$40,000 in assistance can be allocated to lead testing and abatement as a grant.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Porterville pursues a very aggressive Economic Development Program on an ongoing basis. These efforts reduce poverty by creating or retaining jobs specifically targeted to benefit low-income individuals and can be seen through the CDBG funded Business Assistance Loan Program, which provides financial assistance to property owners, or long-term tenants, to improve their properties. Assistance is targeted toward improving commercial and industrial districts where it's apparent that the potential for decline of the general condition of the building stock may occur now or in the future. An amortized loan facilitates the improvement of the structures. The highest priority is given to buildings that do not meet basic City building standards, and those buildings functionally obsolete and requiring rehabilitation to remain financially viable. Eligible applicants include owner, developer, or lessee of any commercial, commercial/residential, industrial, and professional office structures, including nonprofit agencies and for-profit businesses.

Priority for funding is given to an applicant that is an owner of, or in the process of purchasing, the property or evidence of a signed long-term lease. Priority is also assigned on the ability to generate direct employment opportunities for low/moderate income persons according to a minimum ratio of one full-time equivalent job per \$35,000 of CDBG assistance.

During FY 2023/24, Porterville issued two (2) forgivable business loans through the Microenterprise Forgivable Loan Program. The intent of the Microenterprise Program is to provide low- to moderate-income (LMI) business owners with financial support for the establishment, stabilization, and expansion of microenterprises and to facilitate the economic development of the city and target areas.

Two (2) of the City's low-income households benefited from the purchase of a home under the City's First-Time Homebuyer programs, and was funded with CDBG funds.

In FY 2023/2024, the City continued to promote the Voluntary Income Tax Assistance Program (VITA) that has been active in Porterville since 2006. VITA is promoted at the First Time Homebuyer Workshops every month, a flyer is posted in City Hall and one is mailed to current families who have a loan with the City for one of the CDBG, HOME or CalHome programs in January of each year.

VITA is a national program providing free assistance to low- and moderate- income, elderly, limited

English proficient and disabled individuals who require assistance in preparing their tax returns and cannot afford the services of a paid professional tax preparer. Community Services & Employment Inc. (CSET) provides this program with the assistance of IRS-certified volunteers, mostly Porterville residents.

Combined with the Earned Income Tax Credit (EITC) outreach, the services provided by VITA in a low-income community can have a tremendous impact in income tax refunds received. In 2024, 600 families were assisted in the Porterville location. This generated \$1,074,075 in Federal Income Tax refunds for those families, and \$245,258 in State refunds for a combined total of \$1,319,333. The Federal Earned Income Credit portion was \$546,565.

This year, with the help of dedicated retired residents and committed high school youth, CSET had the availability of both in-person and "drop-off" tax preparation services. Taxpayers were able to download the form or go to the Porterville office to pick them up, drop off completed forms with backup documentation, and return to the office to review, sign, and pick up tax documents.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Each public and private agency has unique capabilities for providing assistance to persons with unmet needs. It is the City's intent to examine its own capabilities as well as the capabilities of others. This effort serves to identify areas that are lacking service components. If service components are identified and lacking, then the City can work with itself or other agencies to develop the capabilities for addressing such areas. This method of networking also establishes and identifies specific service providers. Referrals to other agencies can then be conducted. Referrals may be anonymous and are always confidential.

The City of Porterville works with local for profit and nonprofit organizations as well as the Tulare County Housing Authority and the offices of the County of Tulare. The 2-1-1 system developed by United Way of Kings/Tulare County serves to enhance coordination. This Community Resource tool is continually updated. It provides a listing of Homeless Shelters, Senior Housing, Housing for Persons with Disabilities, Housing for Farm Laborers, and many other supportive services.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Public housing is facilitated by the Housing Authority of the County of Tulare (HATC). The HATC rehabilitates its own units, and has converted units necessary to serve persons with disabilities. As mentioned in other sections of this document, the City does work collaboratively with many agencies as well as assists residents by directing them to appropriate agencies based on their needs and services they require.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Please see Attachment 1 which addresses the adopted Analysis of Impediments to Fair Housing Choice (commonly known as "the AI"), including a summary of impediments identified in the analysis, and actions taken to overcome the effects of impediments identified through the analysis. This is the fourth year of review utilizing the AI in the adopted 2020 Five Year Consolidated Plan.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Porterville ensures compliance with program requirements of all HUD related activities by utilizing various types of monitoring standards which include, but are not limited to: review of financial and performance reports submitted by the subrecipient, performing on-site visits to review financial and programmatic records and observe operations, and regular contact and appropriate inquiries concerning program activities. Monitoring is an ongoing process of reviewing performance using sub-recipient data to make judgments about sub-recipient performance, and to assist in improving that performance. The City is currently in the process of conducting desk monitoring of KTHA (LINC Services), FSTC (Case Management for PSH) and CCFCC (HOP). On-site monitoring for CSET (Fair Housing Education) and Kings View (Navigation Center Operations) is scheduled to take place in the fall of 2024. In addition, the City ensures self-monitoring of its programs and cooperation for monitoring conducted by HUD personnel. The City has incorporated the necessary framework in order to comply with the Outcome Performance Measurement System required by HUD. This is an organized process for gathering information to determine how well programs and activities are meeting established needs and goals. HUD is then able to report in a standardized fashion on program outcomes at a national level. Additionally, City staff presents to service and business groups throughout the city including minority groups to ensure the programs are made available to all businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

CAPER DEVELOPMENT AND CITIZEN PARTICIPATION PROCESS

Prior to submitting the CAPER to HUD, a notice soliciting public comment is published in the *Porterville Recorder* in English and in the *Noticiero Semanal* in Spanish. Publication of the notice allows for a 15-day comment period plus time to prepare a summary of comments and includes a link to where the document can be reviewed electronically and in hardcopy format. A copy of the Notice of Public Review is posted on the City's website and available at the City Hall public counter, 291 N Main Street.

Copies of the CAPER are provided for the public's review at the City Hall Community Development Department's counter and on the City's website, www.ci.porterville.ca.us. The Choose Porterville Facebook and Instagram pages are also used to inform the community of the Draft CAPER availability for review, as are other departmental social media accounts. Any person can also contact the City, in order to make other arrangements if they are not able access the CAPER at those locations.

The CAPER requires one hearing before City Council for document approval before submitting to HUD. Community hearings are held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

The City Council public hearing is held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. The City of Porterville also allows for electronic public participation at this meeting

via Zoom link made available on the City's website at time of agenda publication, and the meeting is also live streamed on the City's YouTube Channel, www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA. Public comments may be submitted electronically to housing@ci.porterville.ca.us prior to 5:00 p.m. on the public hearing date. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency (LEP) are available to be provided upon request, ranging up to five-business days prior notification to the City Clerk. Request for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

Any comments received during the comment period will be provided here as will social media the number of people reached via social media notices. Additionally, community members, agency partners and/or stakeholders were notified of the 15-day comment period and public hearing via email communication and the City Newsletter. Public Hearing attendance will be provided in final draft submitted to HUD.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City continues to review its programs and guidelines. The City strives to be able to assist as many households as possible, so staff is constantly monitoring the market conditions to make changes in the program guidelines as necessary. Additionally, if there is a need that was not previously identified and it comes to the City's attention, this may also be a reason for needed changes in program objectives. One example of this is the transition from in person to online classes for the Homebuyer Education Program, in order to adhere to the social distancing mandates caused by the Coronavirus pandemic. Post pandemic, online classes are still offered periodically to accommodate individuals who find attending online classes more convenient.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-58 – Section 3

The City had no accomplishments associated with an activity that was subject to Section 3.

Attachment 1

Response to CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

While the adopted Analysis of Impediments to Fair Housing Choice (“AI”) identifies a number of potential issues, certain issues are beyond the ability of a local jurisdiction to address, such as those related to lending practices. The following list identifies new and ongoing recommendations identified in the analysis to reduce impediments to fair housing choice, actions taken to address each item during the last program year, and the impacts of those actions. This is the fourth year of review utilizing the AI in the adopted 2020 Five Year Consolidated Plan. The City has contracted a consultant to begin work on updating both the City’s AI and 2025 Consolidated Plan.

Expanding Affordable Housing Opportunities

The City’s First Time Homebuyer Assistance Program helps to mitigate one of the single largest barriers to obtaining affordable housing, which is down payment assistance. The program offers gap-financing, down payment assistance and closing costs in the form of a 30-year deferred second mortgage 1% simple interest loan of a max of 35% of the purchase price of the home. Additionally, the Housing Rehabilitation and Public Utilities Program provides 0% interest, 30-year deferred loans to rehabilitate low- and moderate-income households, which helps to keep the people in their homes by addressing health and safety issues. ADA Exterior Wheelchair RAMP Accessibility Grant Program helps owner-occupied households who have individuals with disabilities and/or elderly (62 or older) family members, with a grant of up to \$10,000 to make their homes easily accessible with the installation of an exterior wheelchair ramp.

As previously mentioned, the City developed and administered virtual homebuyer education classes during the pandemic (to accommodate for Covid-19 restrictions), which take place on a Saturday each month, alternating in English and Spanish. Benefits of the transition to virtual classes included flexibility for participants, who could attend from any location and it addressed a previously known barrier to attendance, the need for childcare. For this reason, the City offers both in person and virtual classes to encourage participation in the program. Accommodations for participation of LEP and persons with hearing impairments are made available. The City will continue advertising the classes and programs on the City’s website, multi-departmental social media accounts, via community partners and at community outreach events.

Expanding Access to Information

The City’s website provides links to valuable information which includes, but is not limited to: the fair housing service provider, the Fannie Mae Foundation that offers free guides and resources for first time homebuyers in English, Spanish and other languages, California Department of Fair Employment and Housing, California Association of Realtors, the U.S. Department of Housing and Urban Development (HUD), Central California Legal Services Inc. (CCLS), Fair Housing Council of Central California, California Department of Housing and Community Development (HCD), California Housing Finance Agency (CAHFHA), California Tax Credit Allocation Committee (CTCAC), U.S Census Bureau, HUD Foreclosure/Housing Counseling. Additionally, there are links for the Porterville Housing Authority’s map and data as well as their annual report.

Evaluate Public Policies and Program

The City is currently in the process of a Development Ordinance update, a Public Health and Safety Element update, and preparation of an Environmental Justice Element for the 2030 General Plan to help remove any barriers to low-income housing and become a more pro-housing friendly jurisdiction.

Currently, most residential zones allow for alternative housing types, including manufactured homes, Accessory Dwelling Units (ADU), and group homes. As mentioned, the City has adopted pre-approved construction-ready plans for both ADUs and multi-family residential dwelling units. The City has eleven (11) plan sets for public use and has partnered with Self-Help Enterprises to offer applicants private financing for ADUs.

The City has used millions of dollars of Certificates of Participation, bond funds, and other State and Federal grants and loans to provide new wells, major sewer and water trunk connections, expansion of the Wastewater Treatment Facility and street improvements to accommodate residential growth, and ensure maintenance of affordable housing.

The City has continued to pursue affordable housing development. Even though the City does not have many financial resources to directly assist a project, staff is more than willing to promote affordable housing to developers, work with developers to secure any other state, federal, or other funding that might be available for affordable housing projects. An example being Finca Serena, the 80 new units of permanent housing for low-income families and housing for those experiencing homelessness, which was completed in May of 2023 and is now at capacity. The project experienced a \$750,000 funding gap that was due to the shortage of construction supplies experienced nationwide that caused a hike in the prices and left the project with a \$750,000 funding gap. The City provided a \$250,000 ARPA grant to help with the cost and recommended that the county also provide \$500,000 of their ARPA funds for this project.

A second development completed in August 2023, is a sixty-eight (68) unit apartment complex for low-income families with a community center and garden. It is generally located at the southwest corner of State Route 65 and W. Pioneer Avenue. The multi-family units consist of various sizes ranging from 486 square feet to 800 square feet, establishing affordable rental restrictions on sixty-eight (68) units for a period of fifty-five (55) years with one unit being reserved for on-site manager.

In pursuing all of these programs, the City is making more land and housing available for low-income households.

Outreach to Lenders

The City will continue to work with local lenders and government institutions to provide outreach to lower income residents about home purchase loans particularly for first-time homebuyers. The City will encourage local lenders to provide information and hold workshops in both English and Spanish. This outreach to lenders results in more low-income persons participating in the Homebuyer Education Program and becoming applicants for funding assistance. The increase in communication makes for smoother processing of the loan applications. Training was provided to all participating Lenders and the goal is to make training available at least once a year for existing and new Lenders.

The City has partnered with a HUD approved housing counseling agency (Community Services Employment Training, Inc.) to provide the homebuyer education; this agreement was entered prior to the new HUD mandate. The foreclosure education and referral process certainly has had a positive impact on helping homeowners that were facing foreclosure with options that could prevent foreclosure and provide the public with important housing information.

Affirmative Outreach to Applicants and Participants

The City will continue its collection of the race, ethnicity, national origin, and disability data, as well as gender of head of householders, for applicants, participants and beneficiaries of funded programs to determine if there are any under-represented protected class groups. Staff will analyze the data on an annual basis and adjust outreach strategies as needed. Additionally, the City will continue to conduct outreach at community events and via community partners who serve low- to moderate- income households and LEP clients, providing materials in both English and Spanish.

Fair Housing Services

Porterville cooperates with federal, state, and regional agencies to promote open housing choice and equal housing opportunity. Depending on the nature of the complaints, the City of Porterville currently refers complaints regarding housing discrimination to the Fair Housing Council of Central California, Legal Aid of Central California, California Rural Legal Aid, Fresno County Housing Authority (Fair Housing Unit), and State Department of Fair Employment and Housing. The City has entered into an agreement with CSET for the provision of Fair Housing education for Porterville residents.

In FY 2023/24, the City received 19 construction related complaints. None of the complaints received resulted in referrals directed to HUD or DFEH.

This year, in partnership with CSET, the City held a Summer Resource Fair in June of 2024, which offered fair housing, housing and other services/resources in one central location, so that anyone in the community needing information on becoming a homebuyer or the process of home buying could have all the people involved in the process in one location. Additionally, service agencies were available to provide free legal advice on renter and homeowner rights, Housing Counseling, Section 8 program information, Employment Services, Domestic violence and Homeless programs. Whenever the City has a booth at community events promoting housing programs, fair housing information is provided in both English and Spanish.

As previously discussed in CR-05, the City also allocates entitlement funds for the provision of Fair Housing education services.

The City feels that the above review of the strategies used in overcoming or eliminating the effects of impediments to fair housing choice demonstrates that the City made progress over the year in meeting the strategies developed in the AI.

Attachment 2 Public Notices

NOTICE OF PUBLIC REVIEW AND COMMENT AND NOTICE OF PUBLIC HEARING

The City of Porterville is soliciting public review and comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the City's 2023/2024 Action Plan (AP). The AP is submitted annually to the U.S. Department of Housing and Urban Development (HUD) to enable the City to receive federal funds under the Community Development Block Grant (CDBG) program.

The CAPER, which has been prepared for submittal to HUD, reports on specific federal assistance allocated to the City of Porterville for the period July 1, 2023, through June 30, 2024. The CAPER is the performance reporting tool for the 2023/24 AP Program Year, and is required by HUD guidelines as described in a HUD Memorandum dated February 18, 1998.

The 15-day public review period for the CAPER begins August 17, 2024, and ends on September 3, 2024, at 5:00 p.m. The CAPER is available for inspection by any and all persons interested therein; on the City's website www.ci.porterville.ca.us or at 291 N. Main Street, Porterville, CA 93257. Written comments may be sent to that same address or emailed to housing@ci.porterville.ca.us.

Additionally, a **Public Hearing will be held by the City Council of the City of Porterville on Tuesday, September 3, 2024, at 6:30 p.m.** or as soon thereafter in order to consider the approval of the 2023/24 CAPER. Participation using Zoom is available and details can be found on the City's website. The matter can also be heard in the Council Chambers at City Hall, 291 N. Main Street, Porterville, California and will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

This notice is given in order to provide all parties an opportunity to be heard and to present their views regarding this report. Any and all persons interested in this matter may provide comments. Persons of low and moderate income, disabled and elderly persons, members of minority groups, and persons residing in eligible CDBG Program areas are particularly encouraged to comment.

For more information about the CAPER or to present oral comment regarding the CAPER, please contact Claudia Calderon at (559) 782-7460.

DATED: August 16, 2024

Claudia Calderon, Community Development Director

NOTICIA PÚBLICA PARA REVISIÓN Y COMENTARIO Y AVISO DE AUDIENCIA PÚBLICA

La Ciudad de Porterville solicita revisión y comentarios públicos para el Reporte Anual Consolidado de Ejecución y Evaluación (CAPER) para el Plan de Acción (AP) 2023/24 de la Ciudad de Porterville. El Plan de Acción (AP) es enviado anualmente al Departamento de Viviendas y Desarrollo Urbano de los Estados Unidos (HUD) para habilitar que la ciudad reciba fondos federales bajo la Beca del Desarrollo de la Comunidad (CDBG).

El CAPER, cual ha sido preparado para ser entregado a HUD, reporta asistencia específica federal asignada a la Ciudad de Porterville para el periodo 1 de Julio de 2023, a 30 de Junio 30 de 2024. El CAPER es el reporte acerca de los programas del Plan de Acción del Año 2023/24, y es requerido por los reglamentos de HUD como escritas en el Memorando de HUD con fecha de Febrero 18, 1998.

El período de revisión pública de 15 días del CAPER comienza el 17 de agosto de 2024 y termina el 3 de septiembre de 2024 a las 5:00 p.m. El CAPER están disponible para inspección por todas las personas interesadas en el mismo en el sitio web de la Ciudad www.ci.porterville.ca.us o en 291 N. Main Street, Porterville, CA 93257. A ese mismo domicilio se pueden enviar los comentarios por escrito o por correo electrónico a housing@ci.porterville.ca.us.

Además, el **Concilio de la Ciudad de Porterville tendrá una Audiencia Pública el martes 3 de septiembre de 2024 a las 6:30 p.m.** o tan pronto como el asunto pueda ser escuchado en la sala de juntas del Concilio, para considerar la aprobación del CAPER 2023/2024. Participación mediante Zoom será disponible y los detalles se encuentran en el sitio web de la Ciudad. El tema también se puede escuchar en la sala del Concilio de la Ciudad en 291 N. Main Street, Porterville, California, y se transmitirá en vivo en YouTube en: <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

El propósito de este aviso es para brindar a todas las partes, la oportunidad de ser escuchadas y presentar sus puntos de vista con respecto a este informe. Todas y cada una de las personas interesadas en este asunto pueden dar comentarios; en especial a las personas de ingresos bajos y moderados, las personas discapacitadas y las personas mayores, los miembros de grupos minoritarios y las personas que residen en áreas elegibles para uso de fondos CDBG.

Para obtener más información sobre el CAPER o para presentar un comentario oral sobre el CAPER, comuníquese con Claudia Calderon al (559) 782-7460.

FECHA: 16 de agosto de 2024
Claudia Calderon

Attachment 3 PR-26 & Explanation of Adjustments



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2023
PORTERVILLE , CA

DATE: 08-27-24
TIME: 17:26
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	794,548.43
02 ENTITLEMENT GRANT	739,428.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	155,410.87
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	279,864.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	(279,864.00)
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,689,387.30

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	406,890.81
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	406,890.81
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	160,050.33
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	279,864.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	846,805.14
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	842,582.16

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	406,890.81
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	406,890.81
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2023 PY: 2024 PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	406,890.81
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	406,890.81
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	117,927.84
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	117,927.84
32 ENTITLEMENT GRANT	739,428.00
33 PRIOR YEAR PROGRAM INCOME	46,861.08
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	786,289.08
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	15.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	160,050.33
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	160,050.33
42 ENTITLEMENT GRANT	739,428.00
43 CURRENT YEAR PROGRAM INCOME	155,410.87
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	894,838.87
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	17.89%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2023
PORTERVILLE , CA

DATE: 08-27-24
TIME: 17:26
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

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LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	12	298	6895113	Multi-Sport Field Improvement Project 2023	03F	LMA	\$2,181.25
2023	12	298	6895115	Multi-Sport Field Improvement Project 2023	03F	LMA	\$241.00
2023	12	298	6895129	Multi-Sport Field Improvement Project 2023	03F	LMA	\$55,000.00
2023	12	298	6935744	Multi-Sport Field Improvement Project 2023	03F	LMA	\$2,418.21
					03F	Matrix Code	\$59,840.46
2020	11	247	6876786	Curb, Gutter and Sidewalk Improvements 2020	03K	LMA	\$4,483.80
2020	11	247	6876787	Curb, Gutter and Sidewalk Improvements 2020	03K	LMA	\$2,597.09
2020	11	247	6935744	Curb, Gutter and Sidewalk Improvements 2020	03K	LMA	\$1,454.72
					03K	Matrix Code	\$8,535.61
2023	2	301	6895129	Navigation Center Operations 2023	03T	LMC	\$70,000.00
2023	3	294	6876789	Case Management for PSH 2023	03T	LMC	\$10,664.36
2023	3	294	6876791	Case Management for PSH 2023	03T	LMC	\$390.63
2023	3	294	6895128	Case Management for PSH 2023	03T	LMC	\$664.04
2023	3	294	6895129	Case Management for PSH 2023	03T	LMC	\$3,280.97
2023	11	295	6876791	Continuum of Care (LINC Services) 2023	03T	LMC	\$528.53
2023	11	295	6895128	Continuum of Care (LINC Services) 2023	03T	LMC	\$276.30
2023	11	295	6895129	Continuum of Care (LINC Services) 2023	03T	LMC	\$6,333.42
2023	14	300	6895129	Homeless Outreach Project (HOP) 2023	03T	LMC	\$4,000.00
					03T	Matrix Code	\$96,138.25
2023	6	297	6876791	Fair Housing Education Services 2023	05J	LMA	\$12,381.82
2023	6	297	6895128	Fair Housing Education Services 2023	05J	LMA	\$856.87
2023	6	297	6895129	Fair Housing Education Services 2023	05J	LMA	\$6,761.31
					05J	Matrix Code	\$20,000.00
2023	4	292	6876788	Homebuyer Education 2023	05U	LMH	\$381.73
2023	4	292	6876789	Homebuyer Education 2023	05U	LMH	\$47.74
2023	4	292	6876791	Homebuyer Education 2023	05U	LMH	\$167.71
2023	4	292	6879216	Homebuyer Education 2023	05U	LMH	\$240.87
2023	4	292	6879217	Homebuyer Education 2023	05U	LMH	\$96.59
2023	4	292	6895128	Homebuyer Education 2023	05U	LMH	\$426.75
2023	4	292	6895129	Homebuyer Education 2023	05U	LMH	\$428.20
					05U	Matrix Code	\$1,789.59
2023	5	293	6876786	First Time Low Income Homebuyer Program 2023	13B	LMH	\$16.70
2023	5	293	6876787	First Time Low Income Homebuyer Program 2023	13B	LMH	\$210.51
2023	5	293	6876788	First Time Low Income Homebuyer Program 2023	13B	LMH	\$112.58
2023	5	293	6876789	First Time Low Income Homebuyer Program 2023	13B	LMH	\$16.51
2023	5	293	6876791	First Time Low Income Homebuyer Program 2023	13B	LMH	\$107.06
2023	5	293	6879216	First Time Low Income Homebuyer Program 2023	13B	LMH	\$97,226.28
2023	5	293	6879217	First Time Low Income Homebuyer Program 2023	13B	LMH	\$82,555.24
2023	5	293	6895128	First Time Low Income Homebuyer Program 2023	13B	LMH	\$160.56
2023	5	293	6895129	First Time Low Income Homebuyer Program 2023	13B	LMH	\$215.25
2023	5	293	6935254	First Time Low Income Homebuyer Program 2023	13B	LMH	\$54.09
					13B	Matrix Code	\$180,674.78
2023	7	299	6876786	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$96.59
2023	7	299	6876787	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$15,551.74
2023	7	299	6876791	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$53.52
2023	7	299	6879216	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$627.19
2023	7	299	6879217	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$96.59
2023	7	299	6895128	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$214.65
2023	7	299	6895129	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program 2023	14A	LMH	\$215.25

ADJUSTMENTS TO THE 2023 CDBG FINANCIAL SUMMARY (City of Porterville)

All lines other than those listed below are generated by IDIS. The lines listed below are opportunities for Porterville Community Development staff to make any needed adjustments.

Part I: Summary of CDBG Resources

Line 1: **\$794,548.43** was the amount of unexpended CDBG funds at the end of the 2022 reporting period, as shown on Line 16 of the 2022 Financial Summary Report.

Line 7: **-\$279,864** is an amount that shows up in Line 6 as “Funds Returned to the Line of Credit” however, this was the result of an error that IDIS programmers determined was an incorrect posting on the City’s uncommitted funds, which was then corrected in the IDIS system upon discovery. The initial posting was not included in any expenditure totals on the PR 26, so for it to show up as a credit would reflect a higher, inaccurate total of funds available. (Reference aaq@hudexchange.info response dated 3/25/2024)

Low/Mod Benefit for Multi-Year Certifications

Line 23: 2023 and 2024 were entered in accordance with the certifications accompanying the 2023 Annual Action Plan.

Line 24: **\$406,890.81** is the cumulative amount subject to low/mod benefit calculation; as listed on line 11 of each fiscal year. This is the first year of two years (PY2023, and PY2024).

Line 25: **\$406,890.81** amount expended benefiting low/mod persons in year one of a two-year cumulative calculation (PY2023 and PY2024).



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
PORTERVILLE , CA

DATE: 08-27-24
TIME: 12:17
PAGE: 1

PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	882,536.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	882,536.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	834,098.00
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	834,098.00
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	48,438.00

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	834,098.00
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	834,098.00
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	834,098.00
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	175,000.00
17 CDBG-CV GRANT	882,536.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	19.83%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	882,536.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
PORTERVILLE , CA

DATE: 08-27-24
TIME: 12:17
PAGE: 2

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	15	259	6475901	BAPCV001_Randy's Italian Bistro	18A	LMJ	\$50,000.00
		261	6475901	BAPCV004_Wildflower Skin and Massage	18A	LMJ	\$15,642.00
		262	6475901	BAPCV002_Wink	18A	LMJ	\$50,000.00
		263	6475901	BAPCV003_Living Water Clinic	18A	LMJ	\$177,580.22
		264	6475901	BAPCV005_Hair Cuts Plus	18A	LMJ	\$33,816.27
		265	6475901	BAPCV006_RJ's	18A	LMJ	\$49,938.00
		266	6475901	BAPCV008_Storm Baby	18A	LMJ	\$35,000.00
		267	6475901	BAPCV010_Subway	18A	LMJ	\$50,000.00
		269	6475901	BAPCV009_Galaxy Theaters	18A	LMJ	\$5,000.00
		270	6475901	BAPCV013_Spoons	18A	LMJ	\$22,121.51
		272	6528895	BAPCV014_Panaderia Los Trigales	18A	LMJ	\$35,000.00
		280	6613246	BAPCV023_The Anvil BBQ	18A	LMJ	\$50,000.00
		284	6649774	BAPCV022_Alvarez Tax and Immigration Services	18A	LMJ	\$35,000.00
		289	6752945	BAPCV024_MS Construction	18A	LMJ	\$50,000.00
	16	279	6579359	Central California Family Crisis Center	03T	LMC	\$74,066.12
			6579360	Central California Family Crisis Center	03T	LMC	\$34,502.76
			6613246	Central California Family Crisis Center	03T	LMC	\$66,431.12
Total							\$834,098.00

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	16	279	6579359	Central California Family Crisis Center	03T	LMC	\$74,066.12
			6579360	Central California Family Crisis Center	03T	LMC	\$34,502.76
			6613246	Central California Family Crisis Center	03T	LMC	\$66,431.12
Total							\$175,000.00

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

No data returned for this view. This might be because the applied filter excludes all data.



CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Vacation of a Portion of College Avenue

SOURCE: Engineering and Project Management

COMMENT: A public hearing took place at the May 7, 2024, Council meeting to consider the proposed vacation of an improved segment of College Avenue at Main Street. Porterville College is implementing their Facilities Master Plan for the campus, and as part of that plan, the circulation of College Avenue would no longer extend directly onto Main Street as a new road (Triunfo Avenue) will connect Main Street and Plano Street south of Jamison Stadium, and the remainder of College Avenue would veer south as College Way to connect to Triunfo Avenue.

The College Way and Triunfo Avenue roadways are currently being constructed by Porterville College to City Standards. In order to facilitate the construction of the remaining improvements, Porterville College has requested that the City Council consider the vacation of a portion of College Avenue at this time. Porterville College students, along with those that attend Vandalia Elementary and Pioneer Middle School will be affected by the road closure. Due to the upcoming improvements at the intersection of College Avenue and College Way, a proposed traffic detour plan has been submitted and found acceptable by the City's Fire Marshal in order to maintain compliance with the State's Fire Code in the event of an emergency. The construction work will impact traffic circulation in the area during the month of October 2024 until all improvements are completed by the contractor and accepted by the City.

Should the City Council approve the vacation of the segment of College Avenue at Main Street, the resolution of vacation will be adopted, and the City Clerk will process the recordation of said resolution and accompanying utilities easement within the boundaries of the segment of College Avenue that is to be vacated.

RECOMMENDATION: That the City Council:

1. Consider adoption of the draft Resolution of Vacation of a portion of College Avenue, and if approved;
2. Authorize the City Clerk to record said Resolution of Vacation.

ATTACHMENTS:

1. Locator Map
2. Draft Resolution - Vacation of Portion of College Avenue
3. Porterville College - Facilities Master Plan Exhibit
4. Porterville College - Road Project Traffic Detour Plan

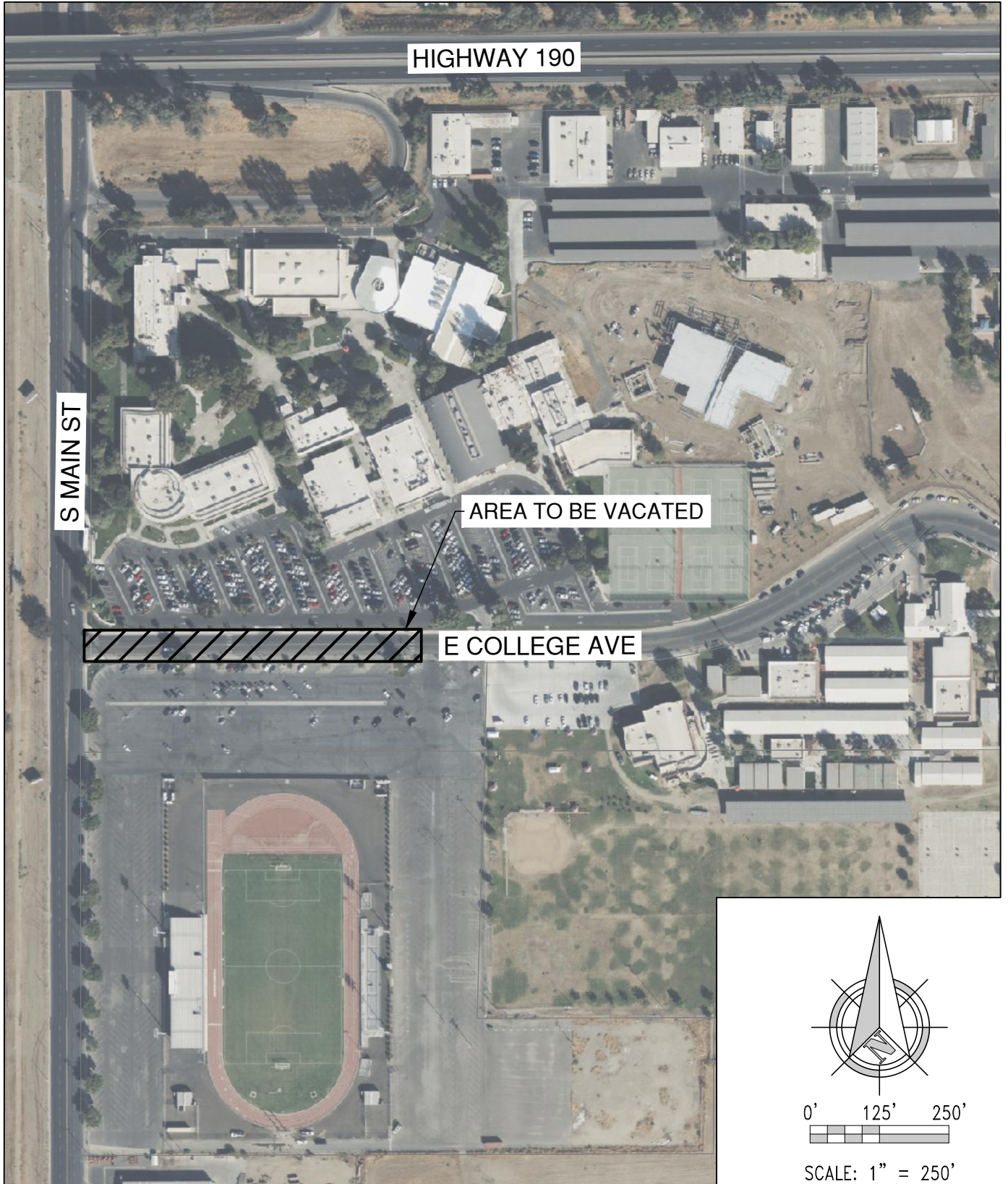
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



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

PROPOSED COLLEGE AVE VACATION

DRAWN BY	GG
CHECKED BY	
SCALE	1" = 250'
DATE	2/13/2024

SHEET
1
OF
1

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE VACATION AND CLOSING TO PUBLIC USE AN IMPROVED
SEGMENT OF COLLEGE AVENUE AT MAIN STREET**

WHEREAS, by Resolution No. 16-2024, passed on April 2, 2024, the City Council of the City of Porterville has declared its intention to vacate an improved segment of College Avenue at Main Street, hereinafter more particularly described, and set the hour of 6:30 p.m. on the 7th day of May, 2024, in the Council Chambers of said City as the time and place for hearing all persons objection to the proposed vacation; and

WHEREAS, such public hearing has been held at said time and place, and there were no protests, oral or written to such vacation; and

WHEREAS, the two required new roadways, College Way and Triunfo Avenue have been completed to City Standards;

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

SECTION 1: The Council hereby finds, from all the evidence submitted, that the street right-of-way hereinafter described is unnecessary for present or prospective right-of-way, and the City Council hereby makes its order vacating said segment of College Avenue, which is described in the legal description and shown on the map attached hereto, marked Exhibit “A” Legal Description and Exhibit “B” Map of vacation and by reference made a part hereof.

SECTION 2: The subject street vacation shall be subject to the reservations and exceptions set forth in Exhibit “C” which is attached hereto and by reference made a part hereof.

SECTION 3: The City Clerk shall cause a copy of this resolution to be recorded in the office of the County Recorder of Tulare County, California.

SECTION 4: The City Clerk shall certify to the passage and adoption of this resolution and it shall thereupon take effect and be in force.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

By: _____
Fernando Gabriel-Moraga, Deputy City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION
COLLEGE AVENUE RIGHT-OF-WAY VACATION

BEING A PORTION OF THE PROPERTY CONVEYED TO THE COUNTY OF TULARE FOR ROAD PURPOSES AS RECORDED SEPTEMBER 30, 1950 IN BOOK 1471, PAGE 300, TULARE COUNTY OFFICIAL RECORDS; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A BRASS CAP IN CONCRETE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE WEST LINE THEREOF, NORTH $0^{\circ}13'16''$ EAST A DISTANCE OF 1540.33 FEET; THENCE DEPARTING LAST SAID WEST LINE, SOUTH $89^{\circ}46'44''$ EAST A DISTANCE OF 206.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET, 79' WIDE), SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID NORTH RIGHT OF WAY LINE

NORTH $89^{\circ}49'06''$ EAST, A DISTANCE OF 651.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 52.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH $38^{\circ}32'41''$ EAST; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $73^{\circ}20'14''$ AND AN ARC DISTANCE OF 66.56 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE ALONG LAST SAID SOUTH RIGHT OF WAY LINE

SOUTH $89^{\circ}49'06''$ WEST, A DISTANCE OF 635.62 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 248 (MAIN STREET); THENCE ALONG LAST SAID EAST RIGHT OF WAY LINE

NORTH $0^{\circ}01'54''$ EAST, A DISTANCE OF 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 38,177 SQUARE FEET, MORE OR LESS.

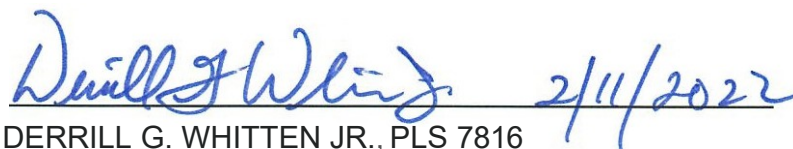
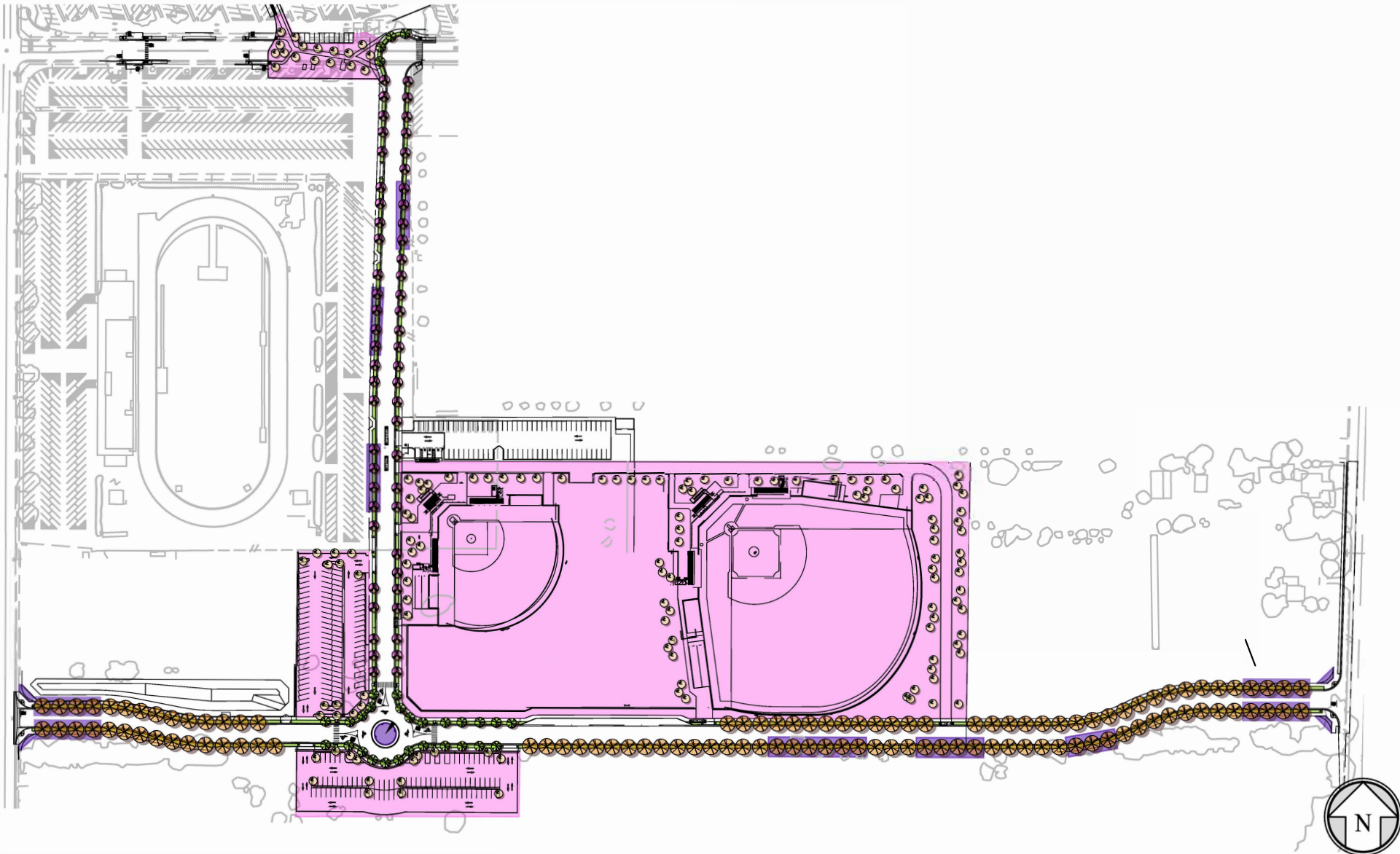

DERRILL G. WHITTEN JR., PLS 7816



Exhibit “C”

Reservations and Exceptions:

The City of Porterville, in abandonment of said public rights of way to public use, reserves and excepts from the vacation the permanent easement and right at any time, or from time to time to construct, maintain, operate, replace, remove and renew sanitary sewers, water lines, and storm drains and appurtenant structures in, upon, over, and across said street or part thereof proposed to be vacated and pursuant to any existing franchises or renewals thereof, or otherwise, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipes, conduits, cables, wires, poles and other convenient structures, equipment and fixtures for the operation of gas pipe lines, telegraph and telephone lines, railroad lines, and from the transportation or distribution of electric energy, petroleum and its products, ammonia, water and incidental purposes, including the access and the right to keep the property free from flammable materials and wood growth, and otherwise protect the same from all hazards in, upon and over the street or part thereof herein proposed to be vacated.



NTS

5/22/23

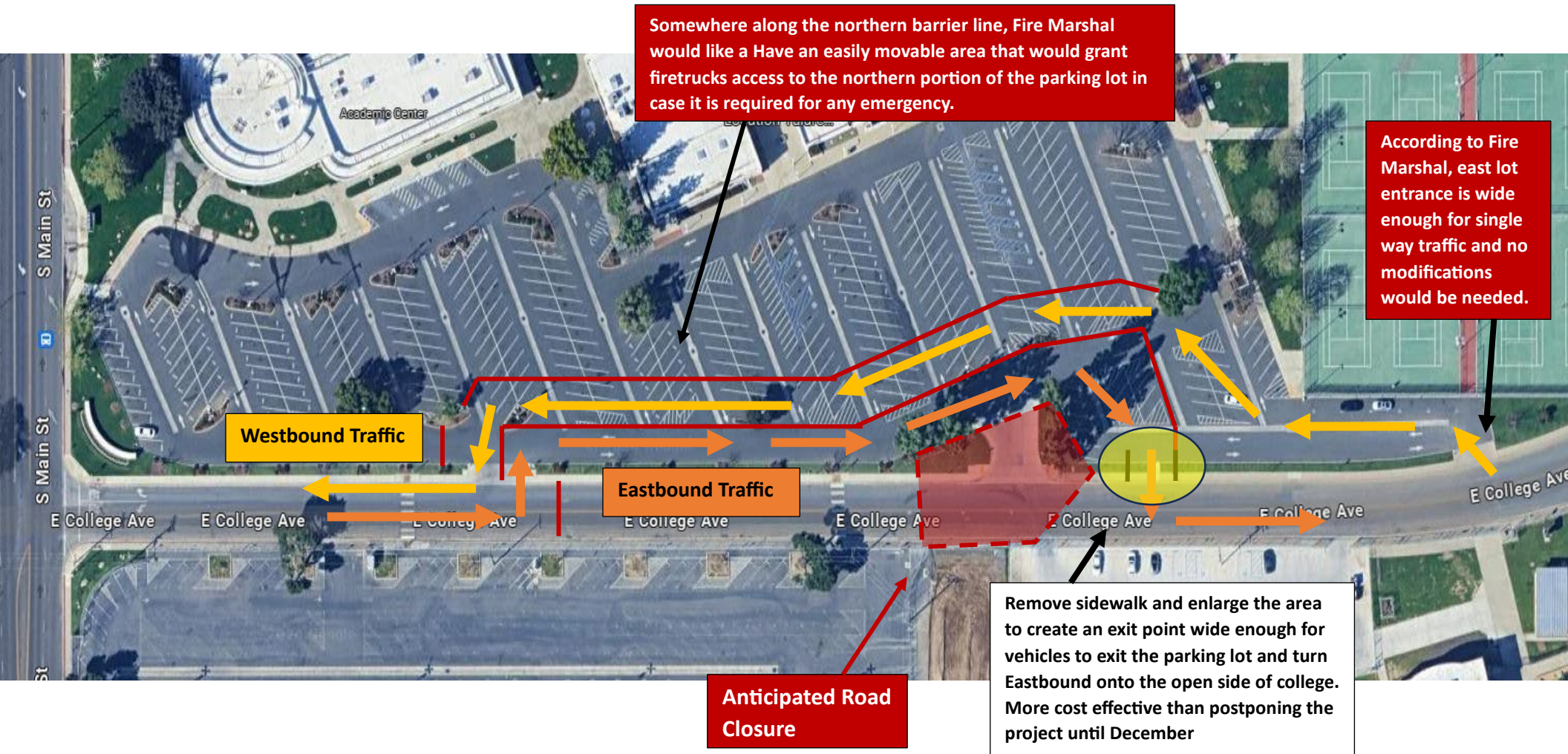


PORTERVILLE COLLEGE

COLLEGE WAY AND TRIUNFO AVENUE



Fire Marshal Approved Traffic Flow Plan:





CITY COUNCIL AGENDA – SEPTEMBER 3, 2024

SUBJECT: Consideration the Library Facility Planning Committee's Design Recommendations for the Porterville Public Library Project

SOURCE: Engineering and Project Management

COMMENT: At its meeting on August 15, 2023, the City Council awarded the design contract for the Porterville Public Library to Paul Halajian Architects (PHA) of Clovis, CA. PHA has concluded Phase 1, Programming and Conceptual Design, which included the review of the circulated needs assessment, programming, budget, scope, and site development costs. This phase also included meetings with staff and stakeholders to discuss vision, obtain direction regarding needs, service model, public engagement, and other foundational issues. Subsequent tasks included development of design standards, conceptual sketches, and collaborative design sessions, leading to a public engagement meeting to review program elements with visuals and basic organizational diagrams and a public survey.

The culmination of the efforts in Phase 1 led to the generation of a cost estimate for the 40,000 square foot multi-use facility as defined by the needs assessment in the amount of \$40,915,500; a significant increase to the initially anticipated budget amount of \$30 million for the project (a 36.38% increase). PHA was subsequently directed to provide multiple options for the library design. PHA started their efforts with the new directive by engineering a program to identify a project scope that is within the initial proposed budget and inclusive of construction and site development, design fees, construction contingency, furniture, fixtures & equipment, shelving, and other components to complete the project. Various options were outlined by PHA bringing the programmatic area into alignment with the total project budget (Options 2-4) as well as a list of other options at varying budget amounts for the Council's consideration. The goal of providing the various options is to help find the delicate balance between building area and building quality/character as well as the best way to maximize the available budget. The options are as follows:

Option 1:

Construct full build-out.

Size - 40,000sf. Cost \$40,915,500.

Option 2:

Reduction of area across the entire program, such that most (if not all) programmatic areas can be constructed initially within the \$30 million budget without requiring future construction or tenant improvements. The design and site layout would provide the potential for future expansion at a later stage.

Item No. 21.

Includes all areas of the program with a 30% reduction of everything.
Size - 24,600sf Cost \$30,000,000

Option 3:

Reduction of programmatic area with the potential for future phases. The initial phase would include an approximately 24,000sf building consisting of the core spaces and those programmatic areas identified in the public survey as middle to high priority. Build-out of core spaces with the ability to add future phases to include remaining spaces.

Size - 24,000sf Cost \$30,000,000

Option 4:

Reduction of programmatic area by constructing the entire shell of the full proposed library program, and then only completing the portion of the interior spaces afforded by the remaining budget. The remaining square footage (unfinished interior) would be completed during future phases. (6,900sf finished interior, 33,100sf unfinished interior.)

Size - 40,000sf shell Cost \$30,000,000

Option 5:

Reduction of area across the entire program to meet a \$20,000,000 budget, with site development reduced proportionally. The proposed budget would allow for a 16,100sf library with full programming.

Size - 16,100sf Cost \$20,000,000

Option 6:

Construction of a 30,000sf library with site development to meet a \$30,000,000 budget. The proposed budget would allow for a 30,000sf shell building only; no interior build-out would be possible.

Size - 30,000sf shell Cost \$33,300,000

Option 7:

Construction of 30,000sf library with full interior build-out and proportional reduction of the site improvements.

Size - 30,000sf Cost \$37,300,000

The seven (7) options detailed above were presented to the Library Facility Planning Committee at their regularly scheduled meeting on August 15, 2024, to ascertain their preferences for said options. Their top rankings of the options are as follows:

- 1) Option 2
- 2) Option 1 & Option 3 (tie)
- 3) Option 4

PHA's ability to continue their work and move on to the next phase of the design process, the Schematic Design Phase, is contingent on the selection of a design option. It is important to note that the overall master planning of the site, which includes the future Sportsplex, is also dependent on the selection of the

design option. Layouts and connections throughout the site will need to be designed and finalized to ensure appropriate access and flow in the area.

Once the City Council selects a design option, staff will bring back funding options for City Council consideration. As the Council will recall, the City received \$6.7 in grant funds for the new facility, in addition to the property insurance proceeds from the former library fire incident, for an estimated total of approximately \$15M.

RECOMMENDATION: That the City Council:

1. Review and consider the recommendations of the Library Planning Facility regarding design options; and
2. Direct staff to research and bring back for consideration options for funding of the project.

ATTACHMENTS:

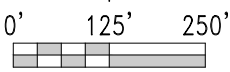
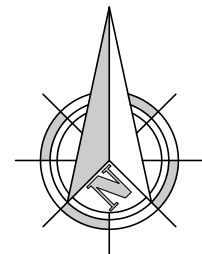
1. Locator Map
2. Option 1 Concept Diagram
3. Option 2 Concept Diagram
4. Option 3 Concept Diagram
5. Option 4 Concept Diagram

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



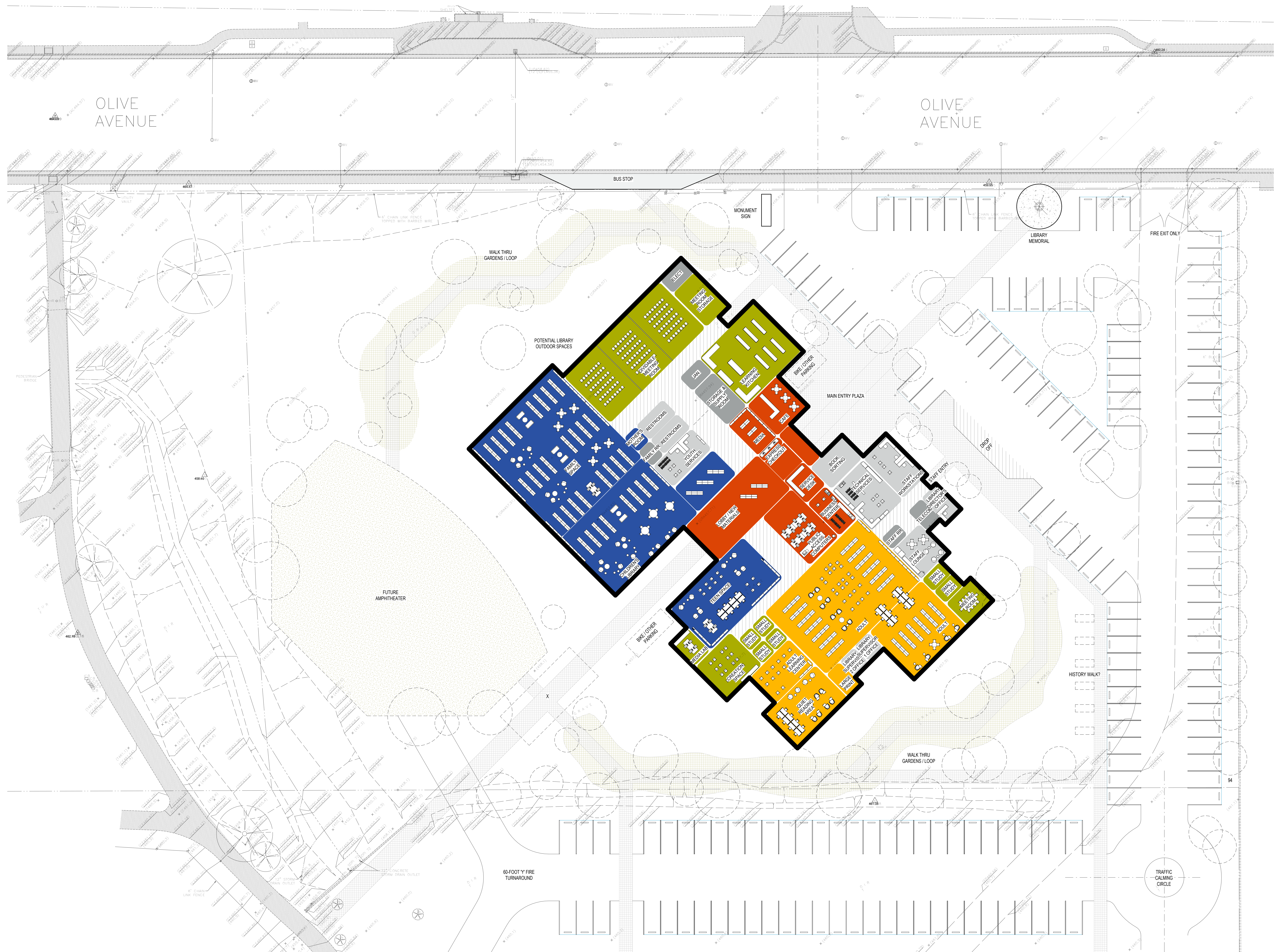
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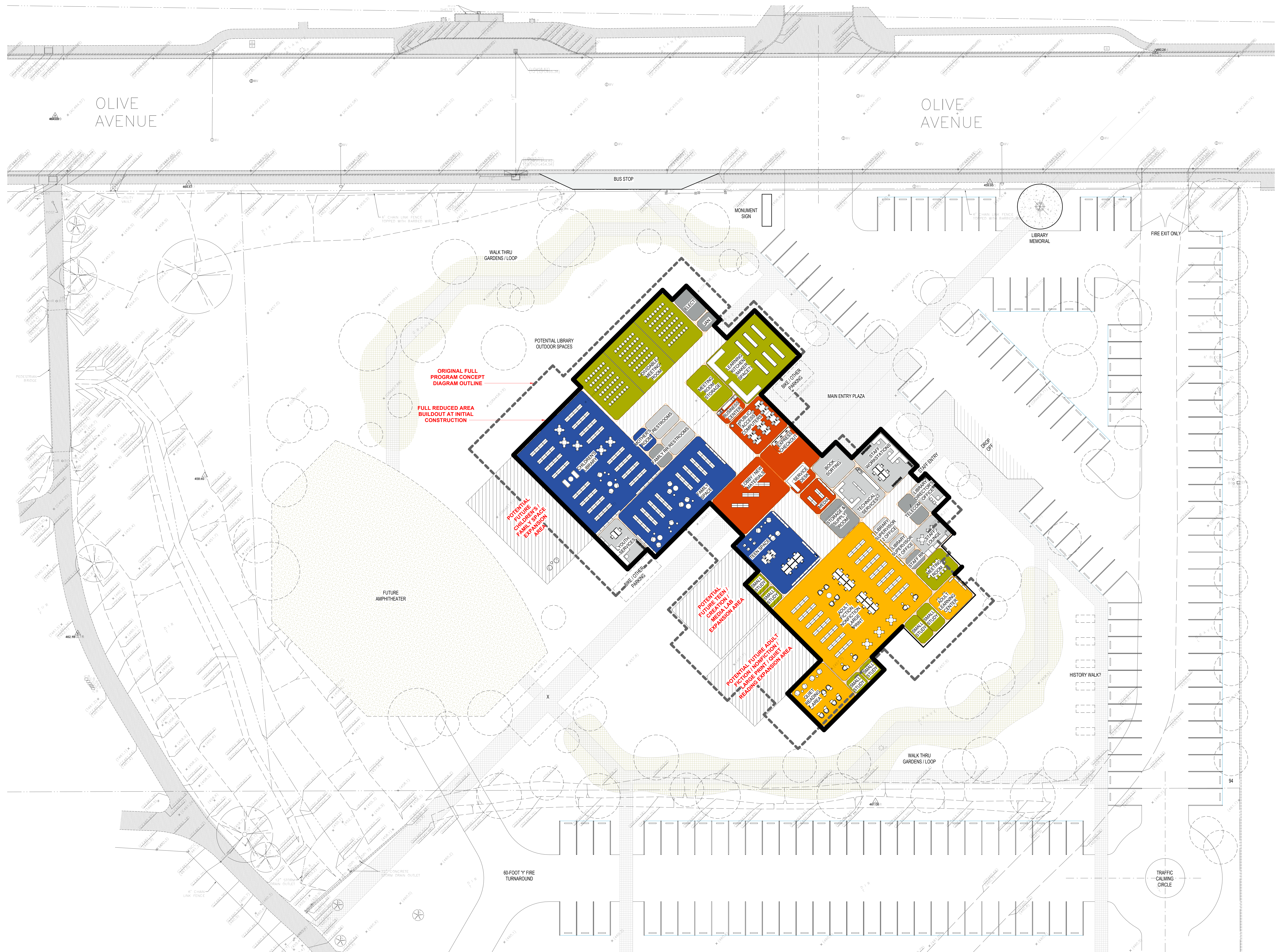
CITY OF PORTERVILLE
ENGINEERING DIVISION
291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

LOCATOR MAP

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	3/1/2023

SHEET
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OF
1





CONCEPT DIAGRAM - OPTION 2

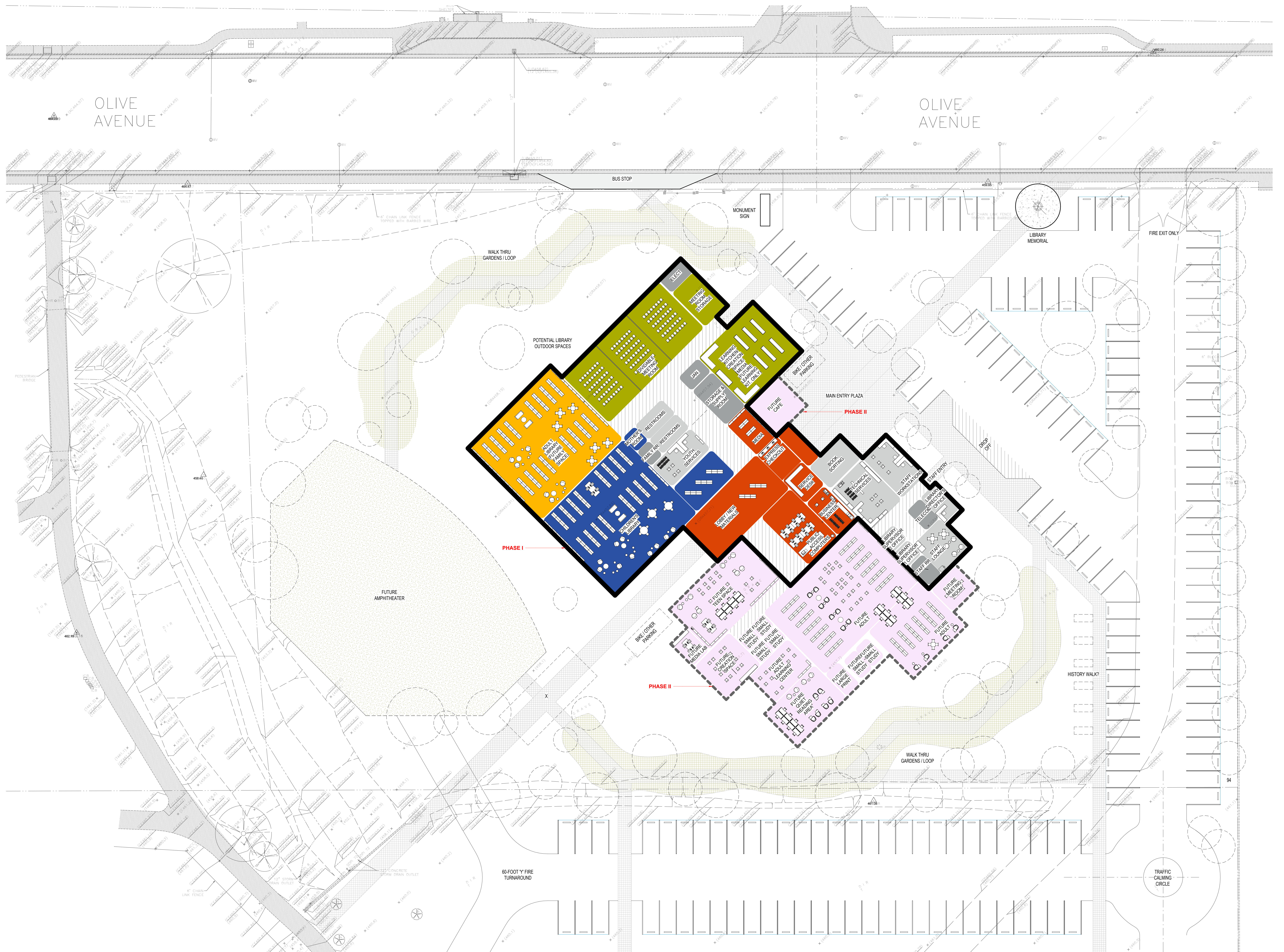
SCALE: 1/16" = 1'-0"
06.07.2024

IMPORTANT NOTE: THE ABOVE DIAGRAM DOES NOT REPRESENT THE ACTUAL PROPOSED CONCEPT DIAGRAM FOR THIS PARTICULAR REDUCTION OPTION. IF THIS REDUCTION OPTION IS SELECTED, THE DESIGN TEAM WILL CONSULT WITH THE CITY AND PROJECT STAKEHOLDERS TO FINALIZE ALL PROGRAM ASSUMPTIONS AND LOCATIONS OF AREA REDUCTIONS, AND WILL THEN INCORPORATE THOSE REVISIONS INTO A REVISED CONCEPT DIAGRAM THAT WILL FORM THE BASIS OF DESIGN ONCE APPROVED BY ALL STAKEHOLDERS.

PORTERVILLE LIBRARY
Porterville, CA

NOLL & TAM
ARCHITECTS

PH
PAUL HALAJIAN
ARCHITECTS



CONCEPT DIAGRAM - OPTION 3

SCALE: 1/16" = 1'-0"
06.07.2024

IMPORTANT NOTE: THE ABOVE DIAGRAM DOES NOT REPRESENT THE ACTUAL PROPOSED CONCEPT DIAGRAM FOR THIS PARTICULAR REDUCTION OPTION. IF THIS REDUCTION OPTION IS SELECTED, THE DESIGN TEAM WILL CONSULT WITH THE CITY AND PROJECT STAKEHOLDERS TO FINALIZE ALL PROGRAM ASSUMPTIONS AND LOCATIONS OF AREA REDUCTIONS, AND WILL THEN INCORPORATE THOSE REVISIONS INTO A REVISED CONCEPT DIAGRAM THAT WILL FORM THE BASIS OF DESIGN ONCE APPROVED BY ALL STAKEHOLDERS.

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Porterville, CA

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