



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

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City of Porterville – Amended City Council Meeting of November 05, 2024

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Or via Telephone: **1-669-900-6833** Webinar ID: **884 8215 3244** Passcode: **882438**

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 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: Porterville Municipal Airport, Lot 9. Agency Negotiator: Julia Lew. Negotiating Parties: City of Porterville and Arrow Falcon Industries. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Khamphouk Inthavong. Agency claimed against: City of Porterville.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Pastor Isabel Vela v. Porterville Police Department, Tulare County Superior Court Case No. PCU311765.

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)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Tulare County Regional Transit Agency and Abul Hassan, Tulare County Superior Court Case No. VCU312913.

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

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

9 - Government Code Section 54957 - Public Employment: City Manager.

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

Pledge of Allegiance Led by Council Member Weyhrauch.

Invocation

PRESENTATIONS

Employee of the Month - Dratin Wood
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. Charitable Car Washes Quarterly Report Calendar Year 2024
2. Code Enforcement Quarterly Report Fiscal Year 2024-2025 (July - September 2024)
3. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (July - September 2024)

4. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (July - September 2024)
5. Building Permit Activity Quarterly Report FY 2024-2025 (July - September 2024)
6. Golf Course Quarterly Report Fiscal Year 2024-2025 (July - September 2024)
7. Street Performance Measure Quarterly Report FY 2024-2025 (July - September 2024)

CONSENT CALENDAR

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

1. **Approval of Draft Minutes of October 15, 2024**
Re: Considering approval of the City Council draft Minutes of October 15, 2024.
2. **Approval of Repairs to Fire Engine**
Re: Consideration to approve the payment of \$11,531.11 to Burton's Fire, Inc., for repairs to a Porterville Fire Department Fire Engine.
3. **Authorization to Upfit Police Vehicle**
Re: Consideration to authorize the payment of \$17,272.73 to Cook's Communication for the installation of emergency and safety equipment for a police vehicle.
4. **Authorization to Purchase Vehicle to Support Encampment Abatement**
Re: Council to authorize the purchase of an Encampment Truck for encampment activities from American Chevrolet for \$48,772.72 using ARPA funds.
5. **Authorization to Purchase Sideloader Gripper Assembly**
Re: Consideration to authorize the purchase of a lower gripper assembly for a residential side loader from One Source Parts at a cost not to exceed \$7,854.
6. **Authorization to Purchase an Auto Theft Investigation Vehicle**
Re: Council to authorize staff to negotiate the purchase of an Auto Theft Investigation Vehicle up to a cost of \$50,000, with a 10% contingency.
7. **Authorization to Purchase Veterans Day Run Participant Shirts**
Re: Consideration to approve the purchase of Veterans Day Run race shirts from Axiom Graphics at a cost of \$11.20 per unit, for participants of the 5K run, 5K walk, and 10K run starting at 7:30 A.M. before the Veterans Day Parade on November 11, 2024.
8. **Authorization to Purchase Technology Equipment for the Council Chambers**
Re: Consideration to authorize the purchase of equipment to support technology upgrades in the City Hall Council Chambers, from GovConnection, Inc. at a total cost of \$13,931.19.
9. **Authorization to Distribute Request for Proposals - Impact and Connection Fee Nexus Study**

Re: Considering authorizing staff to distribute an RFP for an Impact and Connection Fee Nexus Study to assist the city in assessing various development impact and connection fees on new development and redevelopment.

10. Reimbursement for Master Plan Improvements (Adult Day Healthcare Center located at 262 N Second St)

Re: Consideration to authorize reimbursement to Golden Valley Pipeline in a total amount not to exceed \$80,000 for the installation of a new eight-inch water line on Second Street between Putnam Avenue and Cleveland Avenue.

11. Intent to Set a Public Hearing - Parks Impact Fees

Re: Considering approval to schedule a Public Hearing on January 21, 2025, to consider the implementation of the City of Porterville's Parks Impact Fees

12. City Easement Conveyance to Southern California Edison (SCE) Company - Well No. 34

Re: Consideration to accept SCE's request to extend electrical service and related facilities down Redondo Street to the Well No. 34 site and to grant an easement to SCE for APN: 240-050-005.

13. Authorization to Execute Agreement - Navigation Center Expansion Project

Re: Approving a project contract for the Navigation Center Expansion Project with TMJ Construction, Inc of Bakersfield (as a "Joint Venture" with Andrew Goodwin Design) in the amount of \$2,459,994.

14. Authorization to Execute Consultant Agreement - Emergency Operations Center & Public Safety Headquarters Design

Re: Consider authorization to execute the Consultant Service Agreement for the design of the Emergency Operations Center & Public Safety Headquarters Project located at Centennial Plaza, with COAR Design Group in the amount of \$1,172,500.

15. Renewal of Airport Lease - Sewer Operating Fund

Re: Consideration of the renewal of the Lease Agreement between the Sewer Operating Fund and the Airport Enterprise Fund effective January 1, 2025, at an annual lease payment of \$30,515.07 related to sixteen (16) acres of sludge drying beds and 160 acres for the discharge of treated wastewater on Municipal Airport property.

16. Renewal of Airport Lease - Sports Complex Parking

Re: Consideration of the renewal of the Lease Agreement between the City of Porterville and the Airport Enterprise Fund effective January 1, 2025, at an annual lease payment of \$7,340.41, for the lease of 35.23 acres of airport land used for vehicle parking for the Sports Complex.

17. Consideration of Approval for Renewal of Buxton Retail Recruitment Software

Re: Consideration to approve the annual fee of \$36,750 for Buxton retail recruitment software services through October 11, 2025.

18. Consideration of Approval of Side Letter Agreement for the Management Confidential Series

Re: Considering approval of a side letter agreement amending the Employee Pay and Benefit Plan for Management & Confidential Series employees to comply with upcoming changes to the Fair Labor Standards Act concerning overtime pay.

19. Financial Status Reports

Re: Consideration to accept the Financial Status Reports.

20. Quarterly Investment Portfolio

Re: Consideration to accept the Quarterly Investment Portfolio Summary Report.

21. Request for Donation of Surplus Fire Hose to US & Mexico Firefighters United Foundation

Re: Consider the donation of surplus fire hoses and nozzles, to the US & Mexico Firefighters United Foundation.

22. Approval of Community Civic Event - Porterville Kiwanis - Holiday Vendor Market - December 1, 2024

Re: Consideration to approve the Community Civic Event application submitted by Porterville Kiwanis Club to hold the Holiday Vendor Market on Sunday, December 1, 2024, at Veterans Park, from 10:00 AM to 5:00 PM.

23. Consideration of Rescheduling the Community Civic Event - Mother's United Against Gang Violence "United by Kindness"

Re: Consideration of Rescheduling the Community Civic Event - Mother's United Against Gang Violence "United by Kindness" to Saturday, November 9, 2024.

24. Request for Street Closure: 30th Annual Myers Christmas Memorial Tree Lighting - December 10, 2024

Re: Approval of annual event to be held on Tuesday, December 10, 2024, from 5:00 p.m. to 9:00 p.m. at 248 North "E" Street.

25. 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 relative to flood event.

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

PUBLIC HEARINGS

26. Considering Establishment of Fees Associated with the Main Street Banner Program

Re: Receiving public comment on the proposed Main Street over-the-street banner fees; and considering the adoption of a draft resolution approving the new Main Street over-the-street application permit processing fees.

27. Consideration of Amendment to Series 200 of the Porterville Development Ordinance for Family HealthCare Network

Re: Receive public comment; and consider a draft ordinance amending Series 200 of the Porterville Development Ordinance regarding off-site parking in Residential Zone Districts.

SCHEDULED MATTERS

28. Authorization to Adopt the Parks Master Plan

Re: Consideration to approve and adopt the draft resolution authorizing the adoption of the Parks Master Plan.

29. Consideration of Sponsorship of 2024 Tule River Tribe Powwow Scheduled for November 7-11, 2024

Re: Consideration of sponsorship of the 2024 Tule River Tribe Powwow, scheduled for November 7-11, 2024, at the Eagle Mountain Casino Event Center at 1850 West Street.

AB 1234 REPORTS

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

1. Tulare County Taskforce on Homelessness - October 16, 2024
2. Tulare County Association of Governments (TCAG) - October 21, 2024
3. Tulare County Economic Development Corporation (TCEDC) - October 23, 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 November 19, 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 – NOVEMBER 5, 2024

SUBJECT: 1. Charitable Car Washes Quarterly Report Calendar Year 2024

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-30 of the City Code allows up to four car washes by a charitable organization in a calendar year. For the period of January 1 to September 30, 2024, the following car washes occurred within the city.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
3/30/24	Granite Hills High School Cheerleading	Granite Hills High School - 1701 E. Putnam Ave.
5/11/24	PHS Academy of Health & Sciences	Porterville High School - 465 W. Olive Ave.
6/29/24	Victory Outreach Porterville	State Farm Insurance - 1331 W. Olive Ave.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Municipal Code Chapter 15 Article VI. Charitable Car Wash Permit Procedure (2)

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

ARTICLE VI. CHARITABLE CAR WASH PERMIT PROCEDURE

SECTION:

15-70: Definitions

15-71: Permit Required For Charitable Car Wash

15-72: Application For Permit

15-73: Issuance And Form Of Permit

15-74: Term Of Permit

15-75: Nontransferability Of Permit

15-76: Manner Of Car Wash

15-77: Fundraising As A Business

15-78: Revocation Of Permit

15-79: Violations

15-80: Car Washing As A Business

15-70: DEFINITIONS:

For purposes of this article, the following definitions shall apply:

APPLICANT: A member of a charitable organization who applies for a car wash permit on behalf of the charitable organization.

CHARITABLE: Benevolent, civil, religious, educational, fraternal, patriotic, political, philanthropic or other similar purposes.

CHARITABLE CAR WASH: A temporary vehicle washing operation conducted by members of a charitable organization for organization fundraising purposes. It shall not be deemed to include the operation of an authorized permanent vehicle washing business or service station authorized to wash vehicles on its premises, although a car wash, as defined above, may be conducted on such premises.

CHARITABLE ORGANIZATION: Means and includes an organization which is a duly organized governmental or not for profit charitable, religious, civic, patriotic or community service organization; and the organization must have a tax exempt identification number assigned to it.

PERMIT HOLDER: The charitable organization who has been granted a permit pursuant to this article for the purpose of conducting a charitable car wash.

PERSON: Any individual, firm, partnership, corporation, company, association, society, organization, church, congregation, assembly or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.

RELIGIOUS OR RELIGION: Has the meaning established by the supreme court of the state or the supreme court of the United States.

RESIDENTIAL PROPERTY: A building designed for or occupied by one or more families as a residence including single-family residences, duplexes and apartments. (Ord. 1669 § 1, 6-21-2005)

15-71: PERMIT REQUIRED FOR CHARITABLE CAR WASH:

A. It is unlawful for any person to engage, directly or indirectly, in a charitable car wash without first obtaining a valid charitable car wash permit pursuant to the provisions of this article.

B. The permit application shall include a written application to sponsor the charitable car wash by the owner or lessee of the property upon which the car wash is to be held.

C. The car wash permit issued under this article to a charitable organization must be prominently displayed at the location where the car wash is conducted and shall be removed at the completion of the car wash. (Ord. 1669 § 1, 6-21-2005)

15-72: APPLICATION FOR PERMIT:

A. Applications for charitable car wash permits shall be made to the finance department upon forms prescribed by the city. The application shall be declared under penalty of perjury and filed with the finance department not less than five (5) consecutive business days prior to the time at which the applicant wishes to conduct said car wash.

B. A nonrefundable application fee an amount to be set by resolution shall be paid by the applicant. The application fee shall be based solely upon the administrative costs in processing the application and issuing the permits.

C. Such applications shall contain the following information and documentation:

1. The full name, mailing address, principal business and telephone number of the charitable organization or institution, the names and addresses of the organization's or institution's principal officers and executives, and the address of the national, state and local headquarters, if any.

2. The name and address of the sponsor, with a statement by the sponsor that he/she is the owner or lessee of the property where the car wash is to be held or is an employee or agent of the owner or lessee who has been delegated control of the premises by the owner or lessee, and that the sponsor assumes all liability regarding the car wash.

3. The full name and address of the person or persons who will be in charge of conducting the car wash. The names and addresses of each individual who will actually be engaged in the car wash shall be on file at the agency/organization conducting the car wash and shall be made available to the city police department upon request at any time.

4. The time when such car wash will be held, including preferred date and hours of the day for commencement and termination of the car wash.

5. A statement to the effect that if a permit is granted, it will not be used or represented in any way as an endorsement of the charitable organization by the city or any department or officer thereof.

6. Proof evidencing that the permit holder is a bona fide charitable organization.

7. The number of car washes that have been held by the charitable organization in that particular calendar year, and the number of car washes that have been held at that particular location in that particular calendar year.

8. Such supplemental information requested by the finance department as the finance department may require. The finance department may require that such information be updated during the time the permit is in force if changes occur subsequent to filing of the application in the planned dates and locations for the charitable car wash.

D. If, while the application is pending or during the term of any permit granted, there is a change in fact, policy or method that would alter the information to be given on the application, the applicant shall notify the finance director in writing thereof prior to five o'clock (5:00) P.M. the day before such change.

E. The application documents shall be available for public inspection. (Ord. 1669 § 1, 6-21-2005)

15-73: ISSUANCE AND FORM OF PERMIT:

A. The finance department shall issue the permit, unless it finds that:

1. Any statement made in the application is factually incorrect, and the applicant fails to correct the application after being requested to do so.

2. The applicant has not provided the information required by this article and fails to provide the missing information after being requested to do so.

3. The application indicates that the proposed car wash will violate any of the requirements of this article and the applicant fails to amend the application to indicate compliance with said section after being requested to do so.

4. The number of charitable car washes by the charitable organization applying for said permit exceeds four (4) in a calendar year, or the number of charitable car washes held at a particular location exceeds four (4) per calendar year. The location requirement shall not pertain to licensed commercial car washes.

5. The applicant has violated any of the provisions of this article within one year of the date the application is submitted, resulting in the imposition of a fine or the revocation of a prior permit.

B. Nothing set forth in this article shall be construed as granting to the finance department or any other person the authority to grant, deny, suspend, revoke or renew any permit by reason of disapproval or agreement with the philosophy, opinion or belief of the applicant, permit holder or person soliciting therefor, or for any other reason not specifically provided for in this article.

C. The finance department shall either issue or deny the requested permit within two (2) consecutive business days after the date the application is made. In the event of denial, the finance department shall give the applicant a written notice which states with specificity the reasons therefor. In the event the finance department fails to act within the time prescribed, the permit shall be deemed issued.

D. The permit, if issued, shall include the following information:

1. The name and address of the permit holder;
2. The date for which the permit is valid;
3. A statement that the permit does not constitute an endorsement by the city, or any of its departments, officers or employees, of the purpose of the car wash;
4. A permit number; and
5. The signature of the finance director or his/her designee. (Ord. 1669 § 1, 6-21-2005)

15-74: TERM OF PERMIT:

Permits issued under this article shall be valid only for the date specified in the application for the car wash and as stated on the permit. (Ord. 1669 § 1, 6-21-2005)

15-75: NONTRANSFERABILITY OF PERMIT:

No permit issued under this article shall be transferred or assigned, and any attempt at assignment or transfer shall be void. (Ord. 1669 § 1, 6-21-2005)

15-76: MANNER OF CAR WASH:

A. Car washes held pursuant to permits under this article:

1. Shall take place between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M.
2. Shall be conducted for a one day period only.
3. Shall not be conducted by any person under the age of sixteen (16) years, unless supervised by an adult.
4. Shall not be conducted at any house, apartment or other dwelling nor an area zoned for residential use only.
5. Shall be conducted in an area zoned for commercial uses; and such location shall have a means of collecting the wash water and shall discharge the water to the city sewer collection system.
6. Shall use biodegradable soaps or detergents, and shall not violate any of the provisions of chapter 25 of this code, concerning wastewater discharge requirements.
7. Shall have a means in place to limit wastewater or runoff such as pistol grip nozzle or similar apparatus affixed to each garden hose or water source.
8. Shall not allow any person to solicit cars or other contributions from a position in or on any public right of way, including, but not limited to, sidewalks, traffic islands, driveways or the like as to endanger that individual

or others.

9. Shall not be conducted at any commercial property which has held four (4) prior car washes in the calendar year (excluding licensed commercial car wash locations).

10. Shall take place at a distance of more than twenty five feet (25') from the street curb, or from the near edge of the travel lane or lanes of any uncurbed street or road.

11. Shall utilize temporary signs, if any signs are utilized, in compliance with the city's applicable regulations concerning temporary signs.

12. Shall not be conducted by a charitable organization which has held four (4) prior car washes in the calendar year. Four (4) applications per tax exempt identification number, and four (4) permits per tax exempt identification number, will be allowed in the calendar year.

B. It is unlawful for a "permit holder", as defined herein, to:

1. Refuse to provide their name and a copy of the permit issued under this article, if requested by city representatives.

2. Misrepresent their identity or the identity of the charitable organization conducting the charitable car wash for which he or she is an agent.

3. Misrepresent that the charitable car wash permit issued under this article is an endorsement by the city, or any department or employee thereof, of the charitable car wash. (Ord. 1669 § 1, 6-21-2005)

15-77: FUNDRAISING AS A BUSINESS:

An organization in the business of fundraising (seeking a profit and paying its solicitors), even if engaged by a nonprofit organization, must comply with this article. If such an organization is soliciting on behalf of a nonprofit organization, the nonprofit organization shall obtain a permit pursuant to this article. (Ord. 1669 § 1, 6-21-2005)

15-78: REVOCATION OF PERMIT:

Any violation of this article by applicant or permit holder shall be cause for revocation of a permit issued pursuant to this article. Upon determination by an authorized representative of the city that a car wash is being conducted without a valid permit or in violation of the requirements of this article, said unlawful activity shall cease immediately, and all persons associated with said car wash shall be dispersed within one hour after the giving of said notice. Failure or refusal by the charitable organization and/or the owner/sponsor to cause a car wash in violation of these regulations to cease operations, after receiving such notification from the city official, shall constitute a separate violation of this article. Furthermore, any organization that violates this article shall be ineligible for the issuance of a permit for a period of one year. (Ord. 1669 § 1, 6-21-2005)

15-79: VIOLATIONS:

Every person who, for himself or herself, or as the agent of another, commences, engages in or conducts a car wash as provided in this article without procuring the permit as required under this article or who fails to comply with the conditions of this article shall be guilty of an infraction punishable by:

A. A fine not exceeding one hundred dollars (\$100.00) for a first violation;

B. A fine not exceeding two hundred dollars (\$200.00) for a second violation within one year; and

C. A fine not exceeding five hundred dollars (\$500.00) for each additional violation within one year. (Ord. 1669 § 1, 6-21-2005)

15-80: CAR WASHING AS A BUSINESS:

This article is expressly limited to charitable car washes. Any person, corporation, business or other entity who wishes to hold impromptu or temporary car washes on a for profit basis must comply with all city, county and state licensing or permitting requirements and does not fall within this article. (Ord. 1669 § 1, 6-21-2005)



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: 2. Code Enforcement Quarterly Report Fiscal Year 2024-2025 (July - September 2024)

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between July 1, 2024, through September 30, 2024. During the 1st quarter of fiscal year 2024/2025, each department of the City contributed towards recording 1028 code enforcement issues. Of these, 753 were corrected and 275 were continued into the 2nd quarter of 2024/2025 for additional corrective action. The Code Enforcement Division issued 97 Administrative Citations.

RECOMMENDATION: Informational only

ATTACHMENTS: 1. Code Enforcement FY 24-25 Q1

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Patrice Hildreth, City Manager

Code Enforcement Report, Quarter 1, FY 24-25

Q1 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	67	30	44.78%
Animals- agricultural animals	1	0	0.00%
Animals- barking dogs	12	5	41.67%
Animals- keeping too many or unauthorized species	5	0	0.00%
Animals- kept for commercial purposes	3	1	33.33%
Animals- roosters	1	0	0.00%
Building Department/ Permits	14	1	7.14%
CEO, Building permit check	1	1	100.00%
CEO, Business License	5	3	60.00%
CEO, Shopping Carts	113	113	100.00%
CEO, Sign Removal	136	136	100.00%
Code Enforcement, General	86	65	75.58%
Community Development, General or MULTIPLE violations	6	0	0.00%
Engineering	12	3	25.00%
Fences and freestanding walls	3	1	33.33%
Fire Hazard	3	3	100.00%
Fire Information, Reporting of	1	1	100.00%
Fireworks	3	0	0.00%
Garbage Collection/Illegal Dumping	18	3	16.67%
Graffiti	13	11	84.62%
Health Hazard	9	1	11.11%
Homeless Encampments	116	93	80.17%
Housing Issue (Structure Related)	4	0	0.00%
Itinerant Vendor, Solicitor, Peddler	2	2	100.00%
Landscaping/trees- private property	19	5	26.32%
Meter Request	75	74	98.67%
Neglected property/trash & debris	10	6	60.00%
Noise Complaint	2	0	0.00%
Outdoor Storage	6	1	16.67%
Parking Issue	1	0	0.00%
Parks	12	8	66.67%
Police/ Traffic Enforcement	54	26	48.15%
Potholes	24	22	91.67%
Refuse Can Replacement / Repair	18	4	22.22%
Report Leak	36	36	100.00%
Sheds or second units	1	0	0.00%
Sidewalk Condition	7	1	14.29%
Signs- In Public Right of Way	2	1	50.00%
Signs- Maintenance Issues	2	1	50.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	42	0	0	0	\$4,200
\$200	1	0	0	0	\$200
\$500	11	0	0	0	\$5,500
\$1,000	18	0	0	0	\$18,000
\$2,500	25	0	0	0	\$62,500
FY 24-25 Total Assesment	97	0	0	0	\$90,400

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	173	0	0	0	173
Disposed (Lbs.)	0	0	0	0	0

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	47	0	0	0	47
Certified Voluntary Abatement	0	0	0	0	0
Towed	7	0	0	0	7
Total Vehicles Abated	54	0	0	0	54

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	78	0	0	0	0
Completed by Owner	53	0	0	0	53
Assigned to Contractor (private)	3	0	0	0	3
Assigned to Contractor (city owned)	0	0	0	0	0
Completed by Contractor	3	0	0	0	3
Admin Citations	42	0	0	0	42

Code Enforcement Report, Quarter 1, FY 24-25

Signs- Temporary	12	0	0.00%
Stop Light Issue	11	9	81.82%
Storm Water	1	1	100.00%
Street Light Issue	3	2	66.67%
Street Sweeping	5	4	80.00%
Vehicles- inoperable vehicles	18	13	72.22%
Vehicles- Parked on lawn	2	1	50.00%
Vehicles- RVs/boats/etc	24	22	91.67%
Water Waste	12	11	91.67%
Water Waste NOV	1	1	100.00%
Weed Abatement	32	28	87.50%
Yard Sales, Frequent	4	3	75.00%
Q1 Total	1028	753	73.25%



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: 3. City Council Member Appointments Attendance Quarterly Report FY 2024-2025 (July - September 2024)

SOURCE: Administrative Services

COMMENT: At its meeting on January 21, 2020, the City Council directed that staff prepare a quarterly report on Council Member attendance at meetings of boards and committees to which Council Members are appointed. This report represents attendance at meetings during the first quarter of FY 2024-2025 (July through September 2025).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. 1st Qtr 24-25

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

City Council Attendance - FY 2024-2025 First Quarter Report

July 1, 2024 through September 30, 2024

Committee/Board	Member/Alternate	July	August	September
Ad Hoc Committee- COVID-19	Kellie Carrillo-Member Greg Meister - Member			
Ad Hoc Committee - General Plan	Don Weyhrauch - Member Kellie Carrillo - Member			
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Don Weyhrauch - Member Raymond Beltran - Member			
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member		8/15/24 P	
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Raymond Beltran - Member			
Council of Cities	Martha Flores - Member Greg Meister - Member			
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Don Weyhrauch - Member Michael Knight-Alternate		8/29/24 P 8/1/24 P	9/5/24 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member		8/28/24 C	
Joint City/School District Committee	Kellie Carrillo - Member Greg Meister - Member			
Local Initiatives Navigation Center Committee (LINC)	Raymond Beltran - Member Claudia Calderon -Alternate Patrice Hildreth - Alternate	7/10/24 P	8/7/24 P	9/4/24 P
Mighty190 Committee	Kellie Carrillo - Member Greg Meister - Member			9/25/24 C
Porterville Area Development Authority (PADA)	Don Weyhrauch - Member Raymond Beltran - Member		8/16/24 C	
PDC Advisory Board	Patrice Hildreth - Member			

	Mayor - Alternate			
San Joaquin Valley Special City Selection Committee	Don Weyhrauch - Member Greg Meister - Alternate			
San Joaquin Valley REAP Committee	Martha Flores- Member			
Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA)	Martha Flores - Member Greg Meister - Alternate	7/15/24 A	8/19/24 P	
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member			9/16/24 P
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member Patrice Hildreth - Alternate	7/24/24 P	8/28/24 A	9/25/24 P
Tulare County Local Agency Formation Commission ("LAFCO")	Martha Flores - Member			
Tulare County Regional Transit Agency (TCRTA)	Don Weyhrauch - Member Raymond Beltran - Alternate	7/15/24 A		
Tulare County Taskforce on Homelessness	Martha Flores - Member Jason Ridenour - Alternate Claudia Calderon - Alternate	7/17/24 P	8/21/24 P	9/18/24 P
Tule River Improvement JPA	Don Weyhraruch - Member Michael Knight - Alternate			

P = Present A = Absent C= Cancelled



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: 4. City Commission and Committee Attendance Quarterly Report FY 2024-2025 (July - September 2024)

SOURCE: Administrative Services

COMMENT: Staff herein provides for the City Council's information the attendance reports as of the first quarter FY 2024-2025 for the following City Commissions and Committees:

- Animal Control Commission
- Arts Commission
- Library & Literacy Commission
- Parks & Leisure Services Commission
- Transactions & Use Tax Oversight Committee
- CDBG Advisory & Housing Opportunity Committee

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Animal Control Commission
2. Arts Commission
3. Library & Literacy Commission
4. Parks and Leisure Services Commission
5. Transactions and Use Tax Oversight Committee
6. CDBG Advisory and Housing Opportunities Committee

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

**Animal Control Commission
Attendance Records**

As of September 30, 2024

	2023 13-Jul	2023 12-Oct	2024 11-Jan	2024 11-Apr	2024 11-Jul	2024	2024	Notes:
Kathy Guinn	P	A	*	P	P			
Jerry Hall	P	P	*	P	P			
Kat Harris	P	P	*	P	P			
Shawn Schwartzenberger	P	A	*	P	P			
Lacy Goodlett	P	P	*	A	P			

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2022 May	2022 June	2022 July	2022 11-Aug	2022 13-Oct	2023 12-Jan	2023 13-Apr	Notes:
Kathy Guinn	*	*	*	P	P	P	P	
Jerry Hall	*	*	*	A	P	P	P	
Art Duron	*	*	*	P				
Kat Harris	*	*	*	P	P	P	P	
Shawn Schwartzenberger		*	*	P	A	P	P	
Lacy Goodlett					P	P	P	

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	Notes:
Florenza Pizanis	*	*	*	*	*	*		
Jerry Hall	*	*	*	*	*	*		
Kathy Guinn	*	*	*	*	*	*		
Kat Harris	*	*	*	*	*	*		
Art Duron	*	*	*	*	*	*		

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2021 Mar	2021 Apr	2021 May	2021 June	2021 July	2021 Aug	2021 Sept	Notes:
Florenza Pizanis		P	P	**	**	P		
Jerry Hall		P	A	**	**	A		
Kathy Guinn		P	P	**	**	P		
Kat Harris		P	P	**	**	P		
Art Duron		A	A	**	**	P		

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2020 Aug	2020 Sept	2020 Oct	2020 Nov	2020 Dec	2021 Jan	2021 Feb	Notes:
Florenza Pizanis	No meetings held due to COVID.							
Jerry Hall								
Kathy Guinn								
Kat Harris								
Vacant								

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

**Arts Commission
Attendance Records**

As of September 30, 2024

	2023 25-Jul	2023 24-Oct	2024 23-Jan	2024 19-Apr	2024 23-Apr	2024 23-Jul	2024 10-Sep	2024	
Kyree Perkins	*	*	P	P	P	*	P		
Emily Luna	*	*	P	P	P	*	P		
Maria Menga	*	*	A	A	A	*	A		
Dawn Bennett									<i>Vacated seat 7/23</i>
Emilie Dummar		*	P	P	P	*	P		
Bonnie Boyd							P		

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Oct	2023 Jan	2023 April	
Kyree Perkins	P	P	P	**	P	*	P	P	
Emily Luna	P	P	P	**	P	*	P	P	
Diego Monterrubio	A	A	A	**	A	*	A		
Eden Santos	A	A	P	**					<i>Vacated seat 8/22</i>
Maria Menga	P	P	P	**	P	*	P	P	
Dawn Bennett							P	P	

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2020 Aug	2021 Sept	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	
Kyree Perkins	*P	**	P	*P	P	P	P	P	
Emily Luna	*P	**	P	*P	P	P	P	P	
Diego Monterrubio	*A	**	A	*A	A	A	A	A	
Eden Santos	*A	**	P	*A	P	P	A	A	
Maria Menga		**	P	*A	P	P	P	P	

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

LIBRARY & LITERACY COMMISSION - Attendance Record

As of September 30, 2024

P = Present; A = Absent; E = Excused absence; T = Tardy

 = Summer Hiatus

** = No meeting held

	2024 Apr	2024 May	2024 June	2024 July	2024 Aug	2024 Sept	2024 Oct	2024 Nov	2024 Dec	2025 Jan	
Kim Baumgardner	P	P				P	P				
Esther Figueroa	P	P				P	P				
Edith LaVonne	P	T				P	P				
Susan Uptain	A	P				P	E				
Fernando Serrano	P	A				A	P				
Sonya Lopez	P	P				P	P				
Irene Ortega	P	P				P	P				

**Attended via Zoom as non-voting member.*

	2023 June	2023 July	2023 Aug	2023 Sept	2023 Oct	2023 Nov	2023 Dec	2024 Jan	2024 Feb	2024 Mar	
Kim Baumgardner				P	P	P	P	P	P	P	
Patience Christenson				E							Resigned 9/23
Esther Figueroa				P	P	P	P	P	P	P	
Edith LaVonne				P	P	P	P	P	P	P	
Susan Uptain				E	P	P	P	E	E	A	
Fernando Serrano				P	P	P	P	P	P	P	
Sonya Lopez				P	P	P	P	P	P	P	
Irene Ortega						P	P	P	P	P	

**Attended via Zoom as non-voting member.*

	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	2023 Mar	2023 Apr	2023 May	
Kim Baumgardner	P	P	P	P	E	P	P	P	P	P	
Patience Christenson	P	P	E	E	E	P	P*	A	A	P	
Esther Figueroa	P	P	P	P	P	P	P	P	P	P	
Edith LaVonne	P	P	P	P	P	P	P	P	P	P	
Susan Uptain	P	P	P	P	P	P	P	A	A	P	
Fernando Serrano			P	P	P	P	P	A	A	P	
Sonya Lopez			P	P	P	P	P	P	P	P	

**Attended via Zoom as non-voting member.*

	2021 Oct	2021 Nov	2021 Dec	2022 Jan	2022 Feb	2022 Mar	2022 Apr	2022 May	2022 June	2022 July	
Catherine May	P	P	P	P	P	P	P	P			
Esther Figueroa	P	P	P	P	P	P	P	P			
Edith La Vonne	P	P	P	P	P	P	P	P			
Patience Christenson	P	E	P	E	P	P	P	P			
Kim Baumgardner	P	P	P	P	P	P	P	P			
Susan Uptain	P	P	P	E	P	P	P	P			
Leslie Pelon	P										
Karen Stover		P	P	P	P	P	E	P			

	2020 Jan	2020 Feb	2020 Mar	2020 Nov	2021 Feb	2021 May	2021 June	2021 July	2021 Aug	2021 Sept	
Catherine May	P	E	P	P	P	P			**	P	
Esther Figueroa	P	P	P	P	P	P			**	P	
Edith La Vonne	P	P	P	P	P	P			**	P	
Patience Christenson	P	E	P	P	P	P			**	P	
Kim Baumgardner	P	P	P	P	P	P			**	P	
Susan Uptain	P	P	P	P	P	E			**	P	
Leslie Pelon	P	P	P	P	P	P			**	E	

Parks & Leisure Services Commissioner's Record of Attendance

	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Cathy Capone	**	**	P									
Diane Graybehl	**	**	P									
Kieran Daly	**	**	P									
Janet Uresti	**	**	P									
Jason Gurrola	**	**	P									
Blaine Smotherman	**	**	P									
Arlene Pena	**	**	P									

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2023	2023	2023	2023	2023	2023	2024	2024	2024	2024	2024	2024
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	**	P	P	P	E	A	E		Resigned		
Diane Graybehl	**	**	P	P	P	P	P	P	E	P	P	**
Kieran Daly	**	**	P	E	P	E	P	P	P	P	P	**
Janet Uresti	**	**	P	P	P	P	E	P	P	P	P	**
Tom Fiormonti	**	**	P	A						Term Expired 10/18		
Jason Gurrola	**	**	P	P	P	P	E	P	P	A	P	**
Jason Pommier	**	**	P	P	P	P	P	P	P	P	Res.	
Blaine Smotherman									P	P	P	**
Arlene Pena	**	**	A	P	P	P	P	P	P	P	P	**

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2022	2022	2022	2022	2022	2022	2023	2023	2023	2023	2023	2023
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	**	P	A	P	E	E	P	P	E	P	A
Diane Graybehl	**	**	E	P	P	P	P	P	E	P	P	E
Kieran Daly	**	**	P	P	A	P	P	P	P	P	E	P
Janet Uresti	**	**	P	P	P	P	P	P	P	A	P	P
Tom Fiormonti	**	**	P	P	P	P	P	E	P	P	P	E
Jason Gurrola	**	**	E	P	P	A	A	P	P	P	P	P
Jason Pommier	**	**	P	P	E	P	P	P	E	P	P	P
Arlene Pena	**	**	P	A	P	P	P	P	E	A	A	A

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2021	2021	2021	2021	2021	2021	2022	2022	2022	2022	2022	2022
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	**	P	P	P	**	P	E	P	P	P	A
Diane Graybehl	**	**	P	P	P	**	P	P	P	P	P	P
Kieran Daly	**	**	P	P	P	**	A	E	P	P	P	P
Janet Uresti	**	**	P	P	E	**	P	P	P	P	P	P
Tom Fiormonti	**	**	P	P	P	**	P	P	P	P	P	P
Jason Gurrola	**	**	P	P	E	**	P	P	P	E	P	P
Jason Pommier	**	**	P	P	P	**	P	P	P	P	P	P
Arlene Pena	**	**	P	P	P	**	A	P	P	P	P	P

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	P	**	**	P	**	**	A	**	**	A	E
Diane Graybehl	**	P	**	**	P	**	**	P	**	**	P	E
Kieran Daly	**	E	**	**	P	**	**	A	**	**	E	E
Janet Uresti	**	P	**	**	P	**	**	P	**	**	P	P
Tom Fiormonti	**	P	**	**	P	**	**	P	**	**	P	P
Jason Gurrola	**	P	**	**	P	**	**	P	**	**	P	P
Jason Pommier	**	P	**	**	P	**	**	P	**	**	P	P

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

**Transactions and Use Tax Oversight Committee
Attendance Records**

As of September 30, 2024

	2024 28-May	2024 27-Aug						
Margaret Stinson	P	P						Apptd 05/21; Term exp 5/2028
John Billiou	P	P						Term expires 5/2026
Jerry Hall	P	P						Term expires 5/2026
Janice Kovars	P							Term ended
Shawn Byars	P	P						Term expires 5/2026
Joshua Sulier	A							Term ended
Angela Dennis	A							Term ended
Rae Dean Strawn	A	P						Apptd 07/19; Term exp 5/2026
Robert K. Falls Sr.	P	P						Apptd 05/21; Term exp 5/2028

* Meeting cancelled

	2022 25-Aug	2022 17-Nov	2023 16-Feb	2023 25-May	2023 24-Aug	2023 28-Nov	2024 27-Feb	
John Simonich	P	P	A	P	P	A	P	Resigned eff. 02/28/2024
Margaret Stinson	P	P	P	P	P	A	P	Term expires 5/2024
John Billiou	P	P	A	P	P	P	A	Term expires 5/2026
Jerry Hall	P	P	P	P	P	P	P	Term expires 5/2026
Janice Kovars	P	P	P	P	P	A	P	Term expires 5/2024
Shawn Byars	P	A	P	A	P	P	P	Term expires 5/2026
Joshua Sulier	A	P	P	P	P	P	A	Term expires 5/2024
Angela Dennis	P	A	P	A	A	P	P	Apptd 12/20; Term exp 5/2024
Rae Dean Strawn	P	P	A	P	A	P	P	Apptd 07/19; Term exp 5/2026
Robert K. Falls Sr.	A	P	P	P	P	A	P	Apptd 07/19; Term exp 5/2024

* Meeting cancelled

	2020 23-Sep	2020 18-Nov	2021 26-May	2021 25-Aug	2021 17-Nov	2022 24-Feb	2022 19-May	
John Simonich	P	P	P	P	A	P	P	Term expires 5/2026
Margaret Stinson	P	P	P	P	P	P	P	Term expires 5/2024
Russell "Buck" Fletcher	A	P	P	A	A	A	A	Term ended
John Billiou	P	P	P	P	P	P	P	Term expires 5/2026
Jerry Hall	A	P	A	A	P	P	P	Term expires 5/2026
Janice Kovars	P	P	P	P	A	P	P	Term expires 5/2024
Shawn Byars	P	A	P	P	P	P	P	Term expires 5/2026
Joshua Sulier	P	P	P	P	P	P	P	Term expires 5/2024
Angela Dennis			P	P	P	P	P	Apptd 12/20; Term exp 5/2024
Rae Dean Strawn								Apptd 07/19; Term exp 5/2026
Robert K. Falls Sr.								Apptd 07/19; Term exp 5/2024

* Meeting cancelled

	2018 13-Nov	2019 9-Jan	2019 12-Feb	2019 28-May	2019 27-Aug	2019 6-Nov	2020 26-Feb	
John Simonich	A	P	A	P	A	A	*	
Margaret Stinson	P	P	P	A	P	P	*	
Russell "Buck" Fletcher	P	P	P	P	P	P	*	
John Angell	A	A	A	P	P	P	*	
Mike Boudreaux Sr.	A	P	P	P	P	A	*	
Virginia Gurrola	P	P	P	A				
John Billiou	P	P	A	P	P	P	*	
Jerry Hall	P	P	P	P	P	P	*	
Janice Kovars	P	P	P	P	P	P	*	
Shawn Byars	P	P	P	P	P	P	*	
Joshua Sulier						P	*	

* Meeting cancelled

**CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Records**

As of September 30, 2024

Committee Member	Reg. Mtg 4/18/2024	Reg. Mtg	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras	A				
Linda Mendez	P				
Eriselda Lizarraga	P				
Isabel Olmos	P				
Rebecca Contreras	A				
Yalimar Garcia	A				
Jacqueline Verduzco Alanis	P				

Committee Member	Reg. Mtg 3/4/2020	Reg. Mtg 2/25/2021	Reg. Mtg 3/14/2022	Reg. Mtg 2/28/2023	Reg. Mtg 2/29/2024
Pat Contreras	P	P	P	P	P
Linda Mendez	P	P	P	A	P
Grace Munoz-Rios	P				
Doug Heusdens	A	A	A		
Rebecca Vigil	A	A	P		
Kelle Jo Lowe	P	P			
Maria Gonzalez	P				
Eriselda Lizarraga		P	A	A	A
Isabel Olmos			P	P	P
Rebecca Contreras			P	P	P
Yalimar Garcia				P	P
Jacqueline Verduzco Alanis				P	P

* No meeting was held due to COVID.

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg 3/1/2017	Reg. Mtg 2/28/2018	Reg. Mtg 2/26/2019
Pat Contreras	P	A	P	P	P
Linda Mendez	P	A	P	P	A
Grace Munoz-Rios	P	P	P	P	P
Doug Heusdens	P	P	P	P	A
Rebecca Vigil	P	P	A	P	P
Kelle Jo Lowe	P	P	P	P	P
Maria Gonzalez	P	A	P	P	P

Committee Member	Year Originally Appointed	Reg. Mtg 3/14/2011	Reg. Mtg 3/12/2012	Reg. Mtg 3/11/2013	Reg. Mtg 3/10/2014
Pat Contreras	1988	P	P	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	A
Doug Heusdens	2012	N/A	P	P	P
John Dennis	1998	P	P	A	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	P	P	P

This Committee typically meets on an annual basis in February or March.



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: 5. Building Permit Activity Quarterly Report FY 2024-2025 (July - September 2024)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of July, August, and September 2024. The two main categories include new residential permits issued and new commercial permits issued.

First Quarter of FY 2024-2025 compared to First Quarter of FY 2023-2024

New residential permits issued during the first quarter of FY 2024-2025 (46) are up 228.57% from the first quarter of FY 2023-2024 (14). New commercial permits issued during the first quarter of 2024-2025 (1) show no change from the first quarter of 2023-2024 (1).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - July 2024
2. Building Permit Activity - August 2024
3. Building Permit Activity - September 2024

Appropriated/Funded:

Review By:

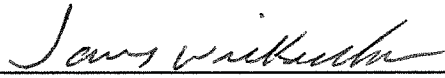
Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 7/31/2023 AND
7/1/2024 - 7/31/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JULY 2024	JULY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2024	JULY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2024	JULY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	17	8	17	8	5,119,476	1,064,508	5,119,476	1,064,508	33,595.43	17,112.40	33,595.43	17,112.40
NEW COMM	1	0	1	0	162,500	0	162,500	0	4,856.64	0.00	4,856.64	0.00
RESID IMPROV	10	5	10	5	144,131	41,133	144,131	41,133	4,750.98	1,746.00	4,750.98	1,746.00
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	33	35	33	35	849,303	1,068,014	849,303	1,068,014	8,586.70	12,383.15	8,586.70	12,383.15
ELECT	61	58	61	58	1,145,547	929,402	1,145,547	929,402	12,247.00	10,992.00	12,247.00	10,992.00
PLUMB	67	50	67	50	190,465	114,736	190,465	114,736	9,518.00	7,084.00	9,518.00	7,084.00
TOTALS	189	156	189	156	7,611,421	3,217,793	7,611,421	3,217,793	73,554.75	49,317.55	73,554.75	49,317.55

	NEW DWELLING UNITS TOTALS			
	JULY 2024	JULY 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	17	8	17	8
MULTI FAMILY	0	0	0	0
TOTAL	17	8	17	8

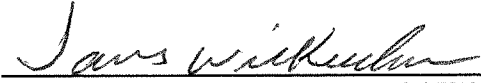


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 8/31/2023 AND
7/1/2024 - 8/31/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	AUGUST 2024	AUGUST 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2024	AUGUST 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2024	AUGUST 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	6	6	23	14	945,285	1,439,212	6,064,761	2,503,721	12,332.23	15,766.40	45,927.66	32,878.80
NEW COMM	0	1	1	1	0	50,000	162,500	50,000	0.00	4,073.00	4,856.64	4,073.00
RESID IMPROV	15	8	25	13	508,745	143,588	652,876	184,721	9,485.66	3,763.70	14,236.64	5,509.70
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	22	44	55	79	247,203	668,293	1,096,506	1,736,307	4,992.35	10,192.70	13,579.05	22,575.85
ELECT	53	58	114	116	963,333	1,129,402	2,108,880	2,058,804	10,791.00	11,477.00	23,038.00	22,469.00
PLUMB	48	66	115	116	133,329	221,042	323,794	335,778	6,918.00	9,295.00	16,436.00	16,379.00
TOTALS	144	183	333	339	2,797,895	3,651,538	10,409,317	6,869,331	44,519.24	54,567.80	118,073.99	103,885.35

	NEW DWELLING UNITS TOTALS			
	AUGUST 2024	AUGUST 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	6	5	23	13
MULTI FAMILY	0	2	0	2
TOTAL	6	7	23	15



 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2023 - 9/30/2023 AND
7/1/2024 - 9/30/2024

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	SEPTEMBER 2024	SEPTEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2024	SEPTEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2024	SEPTEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	23	0	46	14	6,723,357	0	12,788,118	2,503,721	64,055.70	0.00	109,983.36	32,878.80
NEW COMM	0	0	1	1	0	0	162,500	50,000	0.00	0.00	4,856.64	4,073.00
RESID IMROV	9	4	34	17	83,854	75,140	736,730	259,861	3,059.00	1,392.70	17,295.64	6,902.40
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	26	43	81	122	5,428,746	726,542	6,525,253	2,462,849	5,745.00	10,441.70	19,324.05	33,017.55
ELECT	72	66	186	182	3,957,626	941,271	6,066,506	3,000,075	15,260.70	12,529.00	38,298.70	34,998.00
PLUMB	50	38	165	154	249,456	174,406	573,250	510,184	9,168.00	5,026.00	25,604.00	21,405.00
TOTALS	180	151	513	490	16,443,040	1,917,359	26,852,357	8,786,689	97,288.40	29,389.40	215,362.39	133,274.75

	NEW DWELLING UNITS TOTALS			
	SEPTEMBER 2024	SEPTEMBER 2023	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	23	0	46	13
MULTI FAMILY	0	0	0	2
TOTAL	23	0	46	15


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: 6. Golf Course Quarterly Report Fiscal Year 2024-2025 (July - September 2024)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Golf Course for informational purposes. The report reflects the 1st quarter of FY 2024/25.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Quarterly Report (July - September 2024)

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Jul-24	Jul-23	Aug-24	Aug-23	Sep-24	Sep-23
Golfers	935	1951	1063	2039	1653	1766
Repeat 9/Twilight	338	690	343	697	605	614
Tickets Used	386	772	460	849	647	795
Passes Sold	29	42	41	51	33	53
Carts	419	821	482	829	692	793
Total	\$ 13,053.00	\$ 25,055.00	\$ 15,065.00	\$ 25,723.00	\$20,770.00	\$22,888.00

* **Repeat 9:** Additional 9 hole rounds after first 9

* **Twilight:** Afternoon discount rate

* **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole

Prolonged excessive heat was a contributing factor to the decrease in play.



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: 7. Street Performance Measure Quarterly Report FY 2024-2025 (July - September 2024)

SOURCE: Engineering and Project Management

COMMENT: The purpose of this staff report is to provide the City Council with an update on progress made on street reconstruction, overlay, micro-surfacing, and pothole repair efforts for the first quarter of FY 2024-2025 (July - September 2024). For Council's information, when reviewing the report, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have focused mainly on street overlay, street repairs, and pothole repair efforts during this first quarter reporting period. The Villa Street Reconstruction Project (Olive Avenue to Henderson Avenue) is currently under construction. The Main Street Reconstruction Project, Phase 2A (Putnam Avenue to Garden Avenue) has been awarded. The Villa Street Reconstruction (Henderson Avenue to Westfield Avenue), Henderson Avenue Rehabilitation (Westwood Street to Patsy Street), Union Avenue Reconstruction (Westwood Street to Plano Street), Grand Avenue (Fourth Street to Plano Street) and Henrahan Street (Grand Avenue to Morton Avenue) Reconstruction, Montgomery Avenue Reconstruction (Jaye Street to H Street), West Street Extension Improvements Project, and Date Avenue (Jaye Street to H Street) and Kessing Street (Date Avenue to River Avenue) widening are all under design.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. 2024-2025 Level of Service Progress Report 1st quarter

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE
2024/2025 Level of Service Report
Prepared By J. Sanchez

1st QUARTER REPORT - July 1, 2024 - September 30, 2024

[illegible]

1st QUARTER REPORT - July 1, 2024 - September 30, 2024



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Approval of Draft Minutes of October 15, 2024

SOURCE: Administrative Services

COMMENT: Presented for Council's approval are the draft Minutes of October 15, 2024.

RECOMMENDATION: That the Council approve the draft Minutes of October 15, 2024.

ATTACHMENTS: 1. Draft Minutes of October 15, 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
OCTOBER 15, 2024, 5:30 PM**

Call to Order at 5:30 p.m.

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

ORAL COMMUNICATIONS

None.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 260-300-030. Agency Negotiator: Patrice Hildreth and Jason Ridenour. Negotiating Parties: City of Porterville and Self-Help Enterprises. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Patrice Hildreth and Yuliana Andrade. Employee Organizations: Management & Confidential Series.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: City of Porterville v. Tulare County Regional Transit Agency and Abul Hassan, Tulare County Superior Court Case No. VCU312913.

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

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

**6:29 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

The Pledge of Allegiance was led by Council Member Beltran.

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

ORAL COMMUNICATIONS

- Rafaela Woods, Porterville, expressed her belief that the current City Council should not delay in fulfilling their responsibilities regarding the appointment of a new City Manager.
- David Horowitz, Porterville, expressed his concerns about trash accumulation and trash servicing in the area of downtown Main Street.
- Ed McKervey, Porterville, stated that the selection process for the City Manager is very important, and he would like the process and succession plan to be transparent.
- Brock Neeley, Porterville, expressed his thoughts on Item No. 25 and noted that certain individuals are making the process political.
- AJ Rivas, Porterville, believes that the selection for the next City Manager should be done after elections have concluded.
- John Duran, Porterville, spoke in favor of the next city Council being the ones to choose the new City Manager.
- Stan Green, Porterville, stated that the new incoming city council should be the ones to select the City Manager.
- Edith La Vonne, Porterville, reminded everyone that Item No. 25 is to consider a process on the selection of a new City Manager, not to select a new City Manager.
- Jesse Vasquez, Porterville, believes the current council should wait until after elections to select a new City Manager.
- Teresa Gonzalez, Porterville, would like the council to consider adding crosswalks near Plaza De Santa Fe to help senior residents cross the streets safely.

REPORTS

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - October 3, 2024

Vice Chair Arlene Peña reported on several events that occurred such as Pioneer Days, Corporate Games, Youth Sports, Halloween Home Decorating Contest, and the upcoming Veterans Day Parade.

2. Library & Literacy Commission - October 8, 2024

Commissioner Edith La Vonne reported on a reorganization of the Commission, resulting in Sonya Lopez as the Chair, and Irene Ortega as the Vice Chair. The report included participation statistics for August & September for various events such as Virtual Story Time, Adult Book Club, Bilingual Story Time, Family Literacy Services, Bring your own game day, Young Adult Book Club, a Tropical Health Fair, Summer Reading Finale, First Chapter Friends, Back to School Car Show, and National Night Out.

3. Arts Commission – No report was provided.

4. Animal Control Commission - October 10, 2024 – No reported was provided.

5. Youth Commission - October 9, 2024

Commissioner Andre Dante introduced himself, the school he went to, and the reason as to why he joined the commission.

6. Transactions and Use Tax Oversight Committee (TUTOC) – No report was provided.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update - September 2024

2. Fall Community Clean Up Event

3. Proclamation Issuance Report (September 2024)

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion. City Attorney Lew noted an amendment to be made to the recommendation of Item No. 6.

COUNCIL ACTION: MOVED by Vice Mayor Kellie Carrillo, SECONDED by Council Member Greg Meister that the City Council approve Items Nos. 1-21, with the noted corrections to Item No. 6. The motion carried unanimously.

1. APPROVAL OF DRAFT MINUTES OF OCTOBER 1, 2024

Recommendation: That the Council approve the draft Minutes of October 1, 2024.

Documentation: M.O. 01-101524

Disposition: Approved.

2. AUTHORIZATION FOR POLICE TRUCK ENGINE REPLACEMENT

Recommendation: That the City Council:

1. Authorize Police truck engine replacement by Merle Stone Chevrolet at a cost not to exceed \$15,580.05, (inclusive of all parts, taxes, labor, and a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 02-101524

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE MATERIALS FOR THE ZALUD PARK PIPE PROJECT

Recommendation: That the City Council:

1. Authorize the purchase of 1,300 feet of 12" C900 pipe from Core & Main for a total project amount not to exceed \$63,272.14, which includes piping, shipping, taxes, and 10% contingency;
2. Direct the Finance Director to initiate a Purchase Order to Core & Main for a total project amount not to exceed \$63,272.14, which includes piping, shipping, taxes, and 10% contingency; and
3. Direct the Finance Director to make payment to Core & Main upon receipt of the invoice approved by the Public Works Director.

Documentation: M.O. 03-101524

Disposition: Approved.

4. AUTHORIZATION TO PURCHASE AN AIR CONDITIONING UNIT

Recommendation: That City Council:

1. Award the replacement and installation of a 3.5-ton unit to TAM-N-TJ'Z Cooling-N-Heating Inc. for a total project amount not to exceed \$10,450, which includes one (1) air conditioning unit, installation, taxes, and 10% contingency;
2. Direct the Finance Director to initiate a Purchase Order to TAM-N-TJ'Z Cooling-N-Heating Inc. for a total project amount not to exceed \$10,450, which includes one (1) air conditioning unit, installation, taxes, and 10% contingency; and
3. Direct the Finance Director to make payment to TAM-N-TJ'Z Cooling-N-Heating Inc. upon receipt of the invoice approved by the Public Works Director.

Documentation: M.O. 04-101524

Disposition: Approved.

5. FLEET MANAGEMENT SOFTWARE RENEWAL

Recommendation: That the City Council:

1. Approve the software contract with Ron Turley Associates for one year in the amount of \$13,763.20; and
2. Authorize payment for these services from the Equipment Maintenance Shop Operating Budget.

Documentation: M.O. 05-101524

Disposition: Approved.

6. CONSIDERATION OF APPROVAL OF CONTRACT RENEWAL WITH CIVICPLUS

Recommendation: That the City Council approve the proposed contract renewal with CivicPlus, at the rate of \$10,638.11, and the following year at the rate of \$11,955.21, with a five percent (5%) annual increase each renewal term and automatic renewals, for the web-based agenda management system.

Documentation: M.O. 06-101524

Disposition: Approved.

7. AUTHORIZATION TO ENTER AGREEMENT WITH DATA PILOT

Recommendation: That the City Council:

1. Accept the grant funds from the 2024 Mobile Forensics LTP Grant Program in the amount of \$7,195.00 and;
2. Approve staff to enter the two (2) year contract with Data Pilot for the amount of \$7,085.08.

Documentation: M.O. 07-101524

Disposition: Approved.

8. AUTHORIZATION TO ADVERTISE FOR BIDS - COMMUNITY CENTER & PARK PROJECT

Recommendation: That the City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project; and
3. Authorize the City Engineer to negotiate surveying services with one of the firms as approved by Council MO #04-041922.

Documentation: M.O. 08-101524

Disposition: Approved.

9. AUTHORIZATION TO DISTRIBUTE REQUEST FOR QUALIFICATIONS - CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE COMMUNITY CENTER & PARK PROJECT

Recommendation: That the City Council authorize staff to distribute a Request for Qualifications for Construction Management and Inspection Services for the Community Center & Park Project.

Documentation: M.O. 09-101524

Disposition: Approved.

10. AUTHORIZATION TO EXECUTE FUNDING AGREEMENT
AMENDMENT NO. 1 - AKIN/CENTRAL WATER CONSOLIDATION
PROJECT

Recommendation: That the City Council:

1. Approve Amendment No. 1 to the funding agreement with the State Water Resources Control Board;
2. Adopt the draft Resolution identifying the Mayor and/or the Public Works Director as the City's authorized representatives concerning said Funding Agreement No. 1 with the California State Water Resources Control Board; and
3. Authorize the Public Works Director to execute Amendment No. 1 to the funding agreement.

Documentation: Resolution No. 78-2024

Disposition: Approved.

11. AWARD OF CONTRACT - CONTRACT PLANNING SERVICES

Recommendation: That the City Council:

1. Authorize staff to negotiate an on-call contract with Provost & Pritchard;
2. Authorize the Mayor to sign contract documents; and
3. Authorize staff to make payments up to 100% upon satisfactory completion of tasks.

Documentation: M.O. 10-101524

Disposition: Approved.

12. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO MAAS
ENERGY WORKS FOR RENEWABLE NATURAL GAS SUPPLY AND
CREDIT MANAGEMENT SERVICES

Recommendation: That the City Council:

1. Approve the award of a ten-year Professional Service Agreement to Maas Energy Works for Renewable Natural Gas Supply and Credit Management Services; and
2. Authorize the Transportation Director to execute the agreement and any related documents.

Documentation: M.O. 11-101524

Disposition: Approved.

13. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO CLEAN
ENERGY FOR COMPRESSED NATURAL GAS (CNG) FUELING
STATION MAINTENANCE SERVICES

Recommendation: That the City Council:
1. Approve the draft professional services agreement with Clean Energy for the maintenance of the City's CNG fueling station at an estimated monthly cost of \$2,245 and a one-time fee of \$10,370 for remote monitor software and equipment; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents on behalf of the City of Porterville.

Documentation: M.O. 12-101524

Disposition: Approved.

14. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO ENERGY MISSION CONTROL, INC. FOR LOW CARBON FUEL STANDARD CREDIT SERVICES

Recommendation: That the City Council:
1. Approve a Professional Services Agreement between the City of Porterville and Energy Mission Control, Inc for Low Carbon Fuel Standard (LCFS) services; and
2. Authorize the Mayor, or designee, to execute the agreement and any related documents, subject to final review by the City Attorney.

Documentation: M.O. 14-101524

Disposition: Approved.

15. INTENT TO SCHEDULE A PUBLIC HEARING TO CONSIDER MAIN STREET BANNER APPLICATION FEE

Recommendation: That the City Council schedule a Public Hearing for November 5, 2024, to allow for public comment and to consider the Main Street banner application fee.

Documentation: M.O. 14-101524

Disposition: Approved.

16. A RESOLUTION APPROVING THE APPLICATION FOR THE ZERO-EMISSION LANDSCAPING EQUIPMENT GRANT PROGRAM THROUGH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Recommendation: That the City Council adopt a Resolution approving the application for the Zero-Emission Landscaping Equipment Grant Program through the San Joaquin Valley Air Pollution Control District.

Documentation: Resolution No. 79-2024

Disposition: Approved.

17. ACCEPTANCE OF FUNDING FROM THE DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) PROGRAM FOR THE PURCHASE OF THREE ZERO-EMISSION VEHICLES

Recommendation: That the City Council:

1. Accept funding from the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) Program in the amount of \$121,930;
2. Authorize the Mayor, or designer, to execute all necessary documents related to the acceptance of the funding and the implementation of the approved project;
3. Authorize staff to prepare and submit Clean Energy Tax Credits in the amount of \$7,500 per vehicle;
4. Appropriate \$8,726.08 in Transit Local Transportation Funds (LTF) as local match funding; and
5. Approve the purchase of three Tesla Model 3 vehicles in the amount of \$153,156.08.

Documentation: M.O. 15-101524

Disposition: Approved.

18. NOTIFICATION OF PFAS LEVEL EXCEEDANCE

Recommendation: That City Council:

1. Accept this report as meeting General Order No. DW-2024-0002-DDW requirement for notification of PFAS Notification Level Exceedance in five (5) wells within the City of Porterville Water System;
2. Accept the PFAS Notification Letter of Notification Level Exceedance for the five (5) wells within the City of Porterville Water System.

Documentation: M.O. 16-101524

Disposition: Approved.

19. REQUEST FOR WILL SERVE LETTER - 14534 ROAD 274

Recommendation: That the City Council adopt the draft resolution approving the second water service connection at 14534 Road 274.

Documentation: Resolution No. 80-2024

Disposition: Approved.

20. REQUEST FOR PROCLAMATION - 75TH ANNIVERSARY OF COURT REGINA COELI #1521

Recommendation: That the City Council consider approval of a request for the 75th Anniversary of Court Regina Coeli #1521, in the City of Porterville.

Documentation: M.O. 17-101524

Disposition: Approved.

21. STATUS AND REVIEW OF DECLARATION OF LOCAL FLOOD EMERGENCY

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

Documentation: M.O. 18-101524

Disposition: Approved.

SECOND READINGS

22. SECOND READING - ORDINANCE NO. 1906, AMENDING THE OFFICIAL CITY OF PORTERVILLE ZONING MAP

Recommendation: That the City Council give Second Reading to Ordinance No. 1906, waive further reading, and adopt said Ordinance.

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 give Second Reading to Ordinance No. 1906, being an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE OFFICIAL CITY OF PORTERVILLE ZONING MAP TO REZONE APPROXIMATELY 447 ACRES (19 PARCELS) WITHIN THE PROPOSED SOUTH OF TULE RIVER (SOTU) DISTRICT MASTER PLAN AREA (REZONE 2024-001) TO RESIDENTIAL NEIGHBORHOOD (RN) ZONE DISTRICT CONSISTENT WITH THE PORTERVILLE 2030 GENERAL PLAN AS AMENDED, waive further reading, and adopt said Ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1906

Disposition: Approved.

23. SECOND READING - ORDINANCE NO. 1907, AMENDING SERIES 200 AND 300 OF THE PORTERVILLE DEVELOPMENT ORDINANCE

Recommendation: That the City Council give Second Reading to Ordinance No. 1907, waive further reading, and adopt said Ordinance.

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 Raymond Beltran that the City Council give Second reading to Ordinance No. 1907, being an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING SERIES 200 AND 300 OF THE PORTERVILLE DEVELOPMENT ORDINANCE REGARDING THE EMPLOYMENT ZONE DISTRICTS IS (GENERAL INDUSTRIAL) AND IP (INDUSTRIAL PARK), waive further reading, and adopt said Ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1907

Disposition: Approved.

SCHEDULED MATTERS

24. CONSIDERATION OF APPOINTMENTS TO THE ANIMAL CONTROL COMMISSION

Recommendation: That the City Council consider the reappointment requests of Lacie Goodlett and Shawn Schwartzenberger for terms expiring in September 2028.

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

COUNCIL ACTION: MOVED by Council Member Greg Meister, SECONDED by Mayor Martha A. Flores that the City Council approve the reappointment of Lacie Goodlett and Shawn Schwartzenberger to the Animal Control Commission to terms expiring in September 2028. The motion carried unanimously.

Documentation: M.O. 19-101524

Disposition: Approved.

25. CONSIDERATION OF PROCESS FOR SELECTION OF CITY MANAGER

Recommendation: That the City Council consider and determine the selection process for hiring the successor City Manager and provide direction to staff.

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

Council Member Beltran expressed his support for utilizing an executive-level recruitment panel and requested to see a shortlist of potential candidates. He also mentioned that he is not bothered by when the selection is made, whether it occurs before or after the election, stating, "it is what it is."

Council Member Weyhrauch endorsed the idea of having a panel of qualified professionals on the recruitment panel, expressed interest in the number of candidates, and inquired with the City Attorney about the background check process.

Council Member Meister expressed his discomfort with increasing the salary. He believes that the selection process should not occur before the elections and that the Council be allowed to interview all candidates who applied to the position. Additionally, he supports a six-month limited-term contract for the City Manager position, allowing the individual to demonstrate their capabilities in that role.

Vice Mayor Carrillo stated that the city has been very transparent about the selection process for a new City Manager and supports both a professional panel and the proposed new salary for the position.

Mayor Flores emphasized that this discussion is not about who will be elected to the next council. She mentioned that the interview process has been very transparent and expressed support of the recommended salary increase, supports the use of a professional panel to evaluate candidates and agrees with a shortlist of the top three qualified individuals being presented to Council. Additionally, she stated that she is not concerned about the timing of the selection of the new City Manager.

After discussing the matter, council members decided to opt for a professional panel to interview all six qualified candidates. The panel will identify the top three candidates, and the council will then conduct interviews of the top three candidates. Additionally, the council agreed that the recommended salary range is suitable for the position, and the timing of the selection will depend on the duration of the overall process.

COUNCIL ACTION: MOVED by Council Member Raymond Beltran, SECONDED by Mayor Martha A. Flores that the City Council approved a professional panel to interview all six candidates for the City Manager position and said panel will provide the top three recommendations to the council to interview; and approved the annual salary range at \$200,000-225,000.

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

Documentation: M.O. 20-101524

Disposition: Approved.

AB 1234 REPORTS

1. Local Initiatives Navigation Center (LINC)- October 2, 2024
Council Member Beltran provided updates on several items of interest such as the budget, Navigation Center, and the upcoming Winter Coat giveaway.
2. Eastern Tule Groundwater Sustainability Agency (ETGSA) - October 3, 2024
Council Member Weyhrauch reported on a public hearing that was held, the ratification of pending bills, and several reports and action items.
3. Military Banner Committee Meeting - October 9, 2024
Vice Mayor Carrillo reported on the approval of the minutes and the renewal process for banners. She also provided statistics on various types of service calls regarding military banners and shared the program outlook for 2025.

ORAL COMMUNICATIONS

None.

OTHER MATTERS

- Council Member Beltran highlighted several upcoming events, including the Fall Clean Up event, the Apple Festival, and the ADA Public Outreach initiative. He also reminded the community about the Water Conservation Transition and shared his experiences at various events, such as a 4-H breakfast, and extended wishes for everyone to stay safe on Halloween.
- Council Member Weyhrauch expressed gratitude to city committee members, discussed current job openings in the city, elaborated on his reasoning for voting no on Item No. 25, and urged all community members to drive safely.
- Council Member Meister commented on the decisions that were made by other council members related to Item No. 25, spoke of border security, and spoke of a call he received from the public regarding the city's micro-transit system.
- Vice Mayor Carrillo stated she had no comments for the evening.
- Mayor Flores discussed her participation on a Spanish-speaking radio station, of her attendance at an employee luncheon, and at a Sierra View District Hospital fundraising event.
- City Manager Hildreth stated she had no comments for the evening.

CLOSED SESSION

None.

ADJOURNMENT –

The Council adjourned at 8:02 p.m. to the meeting of November 5, 2024, at 5:30 p.m.

Fernando Gabriel-Moraga,
Acting Chief Deputy City Clerk

SEAL

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Approval of Repairs to Fire Engine

SOURCE: Fire

COMMENT: This report summarizes the repair work conducted by Burton's Fire, Inc. on the Fire Department's fire engine over a series of dates, with all invoices submitted collectively for payment. Each repair addressed specific system issues discovered at different times. Although each separate invoice is below the \$5,000 threshold, the cumulative total of the repairs is \$11,531.11. Due to the grouping of the repair work and invoices, this item is being brought before the City Council for ratification of the expenditures.

Repair Details:

Invoice #1: Air Conditioning Unit

Date of Repair: August 13, 2024
Description: Repair to the air conditioning unit to address issues with temperature regulation within the engine cab, including a warranty repair of the pump discharge manifold plumbing.
Cost: \$3,665.18

Invoice #2: Water Pump

Date of Repair: September 4, 2024
Description: Replacement and repair of the water pump due to performance issues affecting the engine's ability to sustain water flow.
Cost: \$2,779.54

Invoice #3: Foam System

Date of Repair: October 14, 2024
Description: Repair of the foam system to restore proper functions essential for fire suppression capabilities.
Cost: \$4,282.23

Invoice #4: Self-Contained Breathing Apparatus (SCBA) Seat Bracket

Date of Repair: October 21, 2024
Description: Replacement of the SCBA seat bracket to ensure secure storage of SCBA during transit.
Cost: \$804.16

The four separate repairs, including a repair covered under warranty by Burton's Fire, Inc., performed over a span of approximately two months, addressed critical issues with the engine's air conditioning, water pump, foam system, and SCBA seat bracket. Each repair was necessary to maintain the operational readiness and safety of the vehicle and its components. The combined cost for these essential repairs is \$11,531.11. Funds for the repairs to the fire engine are available in the Department's vehicle maintenance budget.

RECOMMENDATION: That the City Council approve payment to Burton's Fire, Inc. for a total cost of \$11,531.11 for repairs to a Porterville Fire Department Fire Engine.

ATTACHMENTS:

1. Burton invoice 8-13-24
2. Burton invoice 9-4-24
3. Burton Invoice 10-14-24
4. Burton Invoice 10-21-24

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager



Burton's Fire, Inc.
1301 Doker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/SHOP: 209-544-3161

WWW.BURTONSFIRE.COM

INVOICE **W 82188**

Date 10/22/24
Date Open 08/13/24

Page: 1 of 1

Sold To : 100-1303				Ship To : 100-1303											
Porterville Fd, City Of 291 N. Main St 555 N Prospect Porterville Ca 93257				Porterville Fd, City Of 291 N. MAIN ST 555 N Prospect Porterville Ca 93257 Ordered By: Alex Rodriguez											
Written By Ldurham		Terms CHG		Time 14:18:27		Customer Po # P1702553		Phone 559-359-3049		Ship Via None		Tracking #			
Unit # 17617		Plate # 1411762		Year 2018		Make Rosenbauer		Model Commander		Mileage/Hrs 45260/5088.0		VIN 54f2aa613jwm12054		Engine	
Qty	Description										List Price	Price	Amount		
1.000	VEHICLE TRANSPORT CHARGE											300.000	300.00		
30.00	GEODIESEL DIESEL FUEL GAL.										7.150	6.730	201.90		
												SubTotal	501.90		
	Repair leak in fire pump discharge manifold plumbing. WARRANTY REPAIR											0.000			
6.000	AC blower fan inop. Troubleshoot problem, found blower motor has a dead spot on armature. Tap on motor and will start. Needs replacement. Blower motor only works on med and high. Needs low speed resistor. Blower motor filter clogged,dirty. NEEDS replacement. Cleaned out air conditioner in dash assy, and replaced blower motor, and filter. replaced blown out diode at blower motor wiring. Tested operation.											175.000	1050.00		
												SubTotal	1050.00		
1.000	RML92002702 BLOWER MOTOR										0.000	262.980	262.98		
1.000	HYP2527-0139 2001/2002 CONTROLLER										1616.245	1502.890	1502.89		
1.000	RML8611321-0S08 AVAP FILTER										102.688	76.290	76.29		
1.000	AMZDIODE DIODE										0.082	26.510	26.51		
1.000	FRTINCOMING SHIPPING TO BURTON'S SHOP-TAXABLE										0.000	42.800	42.80		
												SubTotal	1911.47		

All returns must be accompanied by the original invoice. No returns on electrical components.
Special Orders or NON-Stock parts returns are subject to a 20% re-stock Fee.
Material surcharges may apply to certain components.

Resale# SRKHE 100-536806 Fed-ID# 20-1972133. EPA#257142
DUNS# 626635031 CAGE# 1QKX8 UEI# NRKNXLJFP579

FRT CHARGE & FRT PPI are non taxable. FRT INCOMING is taxable.
MIL-MILEAGE, LOD-TRAVEL, AND GEO DIESEL, EPA SURCHARGE are non taxable.

THIS INVOICE IS DUE IN 30 DAYS. VERIFY YOUR SALES TAX.
ESTIMATES VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.
THANK YOU FOR YOUR BUSINESS. COME BACK AGAIN.

Authorized By _____

Parts.....	1868.67
Labor.....	1350.00
 Haz Waste	 25.00
Shipping.....	42.80
 Fuel/Oil.....	 201.90
Sub Total	3488.37
Tax.....	176.81

TOTAL 3665.18



Burton's Fire, Inc.
1301 Doker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/SHOP: 209-544-3161

WWW.BURTONSFIRE.COM

INVOICE **W 82221**
Date 10/22/24
Date Open 09/04/24

Page: 1 of 1

Sold To : 100-1303

Ship To : 100-1303

Porterville Fd, City Of
291 N. Main St
555 N Prospect
Porterville Ca 93257

Porterville Fd, City Of
291 N. MAIN ST
555 N Prospect
Porterville Ca 93257

Ordered By: Alex Rodriguez

Written By
Ldurham

Terms
CHG

Time
14:20:33

Customer Po #
P1702553

Phone
559-359-3049

Ship Via
None

Tracking #

Unit #
17617

Plate #
1411762

Year
2018

Make
Rosenbauer

Model
Commander

Mileage/Hrs
45260/5088.0

VIN
54f2aa613jwm12054

Engine

Qty	Description	List Price	Price	Amount
12.00	Foam leak Repair		175.000	2100.00
	-Replace Class 1 uplift 3-way valve, supply hose and fittings,			
1.000	CRC1.0 CLEAR HOSE	0.000	70.860	70.86
2.000	MWC3/4 BRASS NIPPLE	9.000	7.530	15.06
1.000	HAL538-5500-00-0 VALVE, COMPOSITE 3 WAY 12VDC	699.225	519.430	519.43
1.000	FRTINCOMING SHIPPING TO BURTON'S SHOP-TAXABLE	0.000	16.650	16.65
			SubTotal	2722.00

All returns must be accompanied by the original invoice. No returns on electrical components.
Special Orders or NON-Stock parts returns are subject to a 20% re-stock Fee.
Material surcharges may apply to certain components.

Parts..... 605.35
Labor..... 2100.00

Resale# SRKHE 100-536806 Fed-ID# 20-1972133. EPA#257142
DUNS# 626635031 CAGE# 1QKX8 UEI# NRKNXLJFP579

Shipping..... 16.65

FRT CHARGE & FRT PPI are non taxable. FRT INCOMING is taxable.
MIL-MILEAGE, LOD-TRAVEL, AND GEO DIESEL, EPA SURCHARGE are non taxable.

Sub Total 2722.00
Tax..... 57.54

THIS INVOICE IS DUE IN 30 DAYS. VERIFY YOUR SALES TAX.
ESTIMATES VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.
THANK YOU FOR YOUR BUSINESS. COME BACK AGAIN.

Authorized By _____

TOTAL **2779.54**



Burton's Fire, Inc.
1301 Doker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/SHOP: 209-544-3161

WWW.BURTONSFIRE.COM

INVOICE **W 82288**
Date 10/22/24
Date Open 10/14/24

Page: 1 of 1

Sold To : 100-1303

Ship To : 100-1303

Porterville Fd, City Of
291 N. Main St
555 N Prospect
Porterville Ca 93257

Porterville Fd, City Of
291 N. MAIN ST
555 N Prospect
Porterville Ca 93257

Ordered By: Rene Zavala

Written By Ldurham		Terms CHG		Time 14:23:00	Customer Po # P1702553		Phone 559-310-6455		Ship Via None		Tracking #	
Unit # 17617		Plate # 1411762	Year 2018	Make Rosenbauer		Model Commander	Mileage/Hrs 45260/5088.0		VIN 54f2aa613jwm12054			Engine
Qty	Description							List Price		Price	Amount	
4.000	Diagnose foam system is inop/Error Elect Code No power to foam head. tested contactor and it is not closing. trip signal is present. Bypassed contactor and tested. No signal from motor driver. Installed new cable. Still no signal. Installed motor driver test unit. System is not turning on. attempted to calibrate and test foam but, display unit is not responding correctly. Installed test display and foam system is working properly now. Need to replace contactor, motor driver, and display.									175.000	700.00	
										SubTotal	700.00	
3.000	Replace faulty foam system parts, calibrate and test foam.									175.000	525.00	
1.000	HYP2510-0043			SOLID STATE POWER C			398.000		363.180	363.18		
1.000	HYP2527-0071			MTR DRIVER 2001			1546.000		1410.730	1410.73		
										SubTotal	2298.91	
1.000	HYP2660-0056			FLOW SENSOR			941.000		858.660	858.66		
										SubTotal	858.66	
1.000	CEL came on for low coolant. Rad cap is leaking. MRepolce cap anmd top off coolant so we can continue testing foam system and QC.									175.000	175.00	
1.000	MPD16			RADIATOR CAP			7.038		5.630	5.63		
										SubTotal	180.63	

All returns must be accompanied by the original invoice. No returns on electrical components.
Special Orders or NON-Stock parts returns are subject to a 20% re-stock Fee.
Material surcharges may apply to certain components.

Parts..... 2638.20
Labor..... 1400.00

Resale# SRKHE 100-536806 Fed-ID# 20-1972133. EPA#257142
DUNS# 626635031 CAGE# 1QKX8 UE# NNRKNXLJFP579

FRT CHARGE & FRT PPI are non taxable. FRT INCOMING is taxable.
MIL-MILEAGE, LOD-TRAVEL, AND GEO DIESEL, EPA SURCHARGE are non taxable.

THIS INVOICE IS DUE IN 30 DAYS. VERIFY YOUR SALES TAX.
ESTIMATES VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.
THANK YOU FOR YOUR BUSINESS. COME BACK AGAIN.

Sub Total 4038.20
Tax..... 244.03

Authorized By _____

TOTAL **4282.23**

Burton's Fire, Inc.
1301 Docker Dr., Modesto, CA 95351
PARTS DEPT: 209-846-7400
OFFICE/HOP: 209-544-3161

WWW.BURTONSFIRE.COM

INVOICE

W 82301

Date _____

10/22/24

Date Open

10/21/24

Page: 1 of 1

Sold To : 100-1303

Ship To : 100-1303

Porterville Fd, City Of
291 N. Main St
555 N Prospect
Porterville

Porterville Fd, City Of
291 N. MAIN ST
555 N Prospect
Porterville Ca 93257

Ordered By:

Written By
Wilkes

Terms
CHG

Time
15:13:06

Customer Po #
P1702553

Phone
559-359-3049

Ship Via
None

Tracking #

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
17617	1411762	2018	Rosenbauer	Commander	0/0.0	54f2aa613jwm12054	

Qty	Description	List Price	Price	Amount
2.000	SCBA smartdock is broken. -Replace blue locking fixture on dock		175.000	350.00
1.000	BFAF152153 UPPER CLAMP ASSY	519.225	385.710	385.71
1.000	FRTINCOMING SHIPPING TO BURTON'S SHOP-TAXABLE	60.000	30.000	30.00
			SubTotal	765.71

All returns must be accompanied by the original invoice. No returns on electrical components. Special Orders or NON-Stock parts returns are subject to a 20% re-stock Fee. Material surcharges may apply to certain components.

Parts.....	385.71
Labor.....	350.00

Resale# SRKHE 100-536806 Fed-ID# 20-1972133. EPA#257142
DUNS# 626635031 CAGE# 1QKX8 UEI# NRKNXLJFP579

Shipping.....	30.00
---------------	-------

FRT CHARGE & FRT PPI are non taxable. FRT INCOMING is taxable.
MIL-MILEAGE, LOD-TRAVEL, AND GEO DIESEL, EPA SURCHARGE are non taxable.

Sub Total	765.71
Tax.....	38.45

THIS INVOICE IS DUE IN 30 DAYS. VERIFY YOUR SALES TAX.
ESTIMATES VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.
THANK YOU FOR YOUR BUSINESS. COME BACK AGAIN.

Authorized By _____

TOTAL	804.16
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CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Upfit Police Vehicle

SOURCE: Police

COMMENT: On December 6, 2022, the Police Department was authorized to purchase a 2023 Dodge Charger. The purchase was complete and the vehicle, Unit #3421, was placed into service. During the month of February 2024, the vehicle was sent to Cook's Communications for a full upfit. The vehicle was fully upfitted and placed into service. The upfitting service is normally included with the vehicle purchase but was inadvertently left out during the initial request.

The Department is seeking authorization to submit payment to Cook's Communications in the amount of \$17,272.73. The funds for this purchase are available in the current Police Department Vehicle Replacement Fund.

RECOMMENDATION: That the City Council authorize payment to Cook's Communication for the listed upfit equipment in the amount of \$17,272.73.

ATTACHMENTS:

1. Agenda Item for Purchase of Police Vehicle (December 6, 2022)
2. Cook's Invoice

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – DECEMBER 6, 2022

SUBJECT: Replacement of Police Vehicle

SOURCE: Police

COMMENT: During the month of October 2022, a 2016 Police Department Dodge Charger (#3348) began experiencing mechanical issues with regard to the engine. This vehicle, with a mileage of 83,180, is utilized as a K-9 unit. After experiencing mechanical issues, it was taken to Porterville Chrysler Dodge Jeep Ram by City mechanics for an inspection. During the inspection, it was determined that the engine was in need of replacement, along with components of the front suspension, at a total cost of \$15,963.05.

Given the unique parameters and equipment requirements of K-9 units, they incur more maintenance costs and reduction in operational efficiency and safety as the unit ages when compared to a traditional non-K-9 unit with the same mileage. Department staff has consulted with the City's Shop Superintendent, who is in agreement that based on the aforementioned operating parameters, it would not be fiscally prudent to repair this K-9 unit. Additional factors are considered in this process, such as the age of the vehicle, mileage, maintenance costs, etc. A primary consideration is given to the safety of each vehicle, due to the high-risk driving required at times for these vehicles.

Per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program, the Department has identified National Auto Fleet Group as a provider of such a program for the desired vehicle, available under the Sourcewell Master Vehicle Contract #091521-NAF. The cost of the vehicle was quoted at \$43,133.23

The Department is seeking authorization to replace the K-9 unit with a 2023 Dodge Charger, which the dealership will order.

Funds for this purchase are available in the current Police Department Vehicle Replacement budget.

RECOMMENDATION: That the City Council;

1. Authorize staff to negotiate the purchase of one police vehicle from National Auto Fleet in the amount of \$43,133.23; and
2. Authorize payment to respective vendor upon receipt of listed equipment.

ATTACHMENTS:

1. Porterville Chrysler Dodge Jeep Ram Repair Quote
2. National Auto Fleet Group Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager



160 North Broadway
Fresno, CA 93701-1592

Invoice

Customer No.: PORTERVILLE

Invoice No.: 156233

Phone: (559) 233-8818 Fax: (559) 268-8506

Bill To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 784-4569

Email: [Irene Anaya<ianaya@ci.porterville.c](mailto:Irene.Anaya@ci.porterville.c)

Phone:

Email: [Irene Anaya <ianaya@ci.porterville.c](mailto:Irene.Anaya@ci.porterville.c)

Date	Ship Via		F.O.B.		Terms		
01/24/24	Up-Fit Shop		Origin		Net Next EOM		
Purchase Order Number		Order Date	Sales Person			Our Order Number	
Ron Moore		02/16/23	David Burchfield			59118	
Quantity			Item Number	Description	Serial Number	Unit Price	Amount
Req	Shipped	B.O.					

2023 DODGE CHARGER
*****PATROL BUILD*****

LIGHTING AND SIREN
*****EQUIPMENT*****

1	1	BSFW35Z	Whelen Inner Edge DUO FST/RST WeCanX Promo Package FST 10 light, Dodge Charger 2018-2021	0.00	0.00
1	1	BSSP2ZJW	Whelen Inner Edge Duo FST Light Pkg 5/5 Promo Pkg 10 light, 5 Red/White Driver, 5 Blue/White Passenger, DUO	1036.00	1036.00
1	1	BS35Z	Whelen Inner Edge DUO FST/RST WeCanX Promo Package RST 10 light, Dodge Charger 2011-2021	0.00	0.00
1	1	BSSP2ZJA	Whelen Inner Edge Duo RST Light Pkg 5/5 Promo Pkg 10 light, 5 Red/ Amber Driver, 5 Blue/Amber Passenger, DUO	1036.00	1036.00
1	1	C399	Whelen CENCOM CORE WCX Control CenterAmp Module	1074.00	1074.00
1	1	C399K3	Whelen OBDII Cable fits Dodge Vehicles	0.00	0.00
1	1	CCTL7	Whelen WeCAN 21 Button w/Slide Controller	0.00	0.00
1	1	SA315P	Siren Speaker	0.00	0.00
1	1	SAK9	Siren Mount	0.00	0.00
1	1	VMDC11RB	Whelen Ion-V Mirror Beam Red/Blue	525.00	525.00
1	1	CHWLDC15	Whelen Howler Low Freq	575.00	575.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Invoice

Customer No.: PORTERVILLE

Invoice No.: 156233

Phone: (559) 233-8818 Fax: (559) 268-8506

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Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 784-4569

Email: [Irene Anaya<ianaya@ci.porterville.c](mailto:Irene.Anaya@ci.porterville.c)

Phone:

Email: [Irene Anaya <ianaya@ci.porterville.c](mailto:Irene.Anaya@ci.porterville.c)

Date			Ship Via		F.O.B.		Terms		
01/24/24			Up-Fit Shop		Origin		Net Next EOM		
Purchase Order Number			Order Date		Sales Person			Our Order Number	
Ron Moore			02/16/23		David Burchfield			59118	
Quantity			Item Number	Description	Serial Number	Unit Price	Amount		
Req	Shipped	B.O.							
				Siren for 2015-20 Charger					
2	2		VTX609C	Vertex Super-LED (clear/white)		109.00	218.00		
2	2		VTXFB	Vertex LED Surface Mount - Black		10.00	20.00		
1	1		FHL-TAIL	Rear Flasher- Alternating		85.00	85.00		
				PUSH BUMPER/PARTITION/TRAYS					
1	1		BK0532CGR15	Setina PB400 Push Bumper for '15+ Dodge Charger		425.00	425.00		
1	1		PK1134CGR11	Setina 8XL Partition 1/2 Poly 1/2 Mesh		773.00	773.00		
1	1		GK10271U	Setina Single T Rail Weapon Mount 1 XL Lock		331.00	331.00		
1	1		WK0513CGR11	Setina Window Barriers Steel Vertical fits '11-'19 Dodge Charger		246.00	246.00		
1	1		DK0100CGR11	Setina TPO Door Panel Kit fits '11-'19 Dodge Charger		263.00	263.00		
1	1		PS-CHRGER-OS	PTS Transport Seat w/OS Belts fits Dodge Charger		751.00	751.00		
1	1		AC-CH11T-DS	Troy Hinged Side Tray fits '11-'19 Dodge Charger Drivers Side		191.00	191.00		
1	1		AC-CH11T-PS	Troy Hinged Side Tray fits '11-'19 Dodge Charger Passenger Side		191.00	191.00		
				CONSOLE/COMPUTER					
1	1		C-VS-0809-CHGR	Havis VS 17" Console fits '21 Dodge Charger		474.00	474.00		
1	1		C-EB25-XTL-1P	Havis 2.5" Faceplate fits XTL2500/5000-05/APX7500		0.00	0.00		
1	1		C-EB40-CCS-1P	Havis Faceplate		0.00	0.00		

Thank You



160 North Broadway
Fresno, CA 93701-1592

Invoice

Customer No.: PORTERVILLE
Invoice No.: 156233

Phone: (559) 233-8818 Fax: (559) 268-8506

Bill To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 784-4569
Email: Irene.Anaya@ci.porterville.c

Phone:
Email: Irene.Anaya@ci.porterville.c

Date			Ship Via			F.O.B.			Terms		
01/24/24			Up-Fit Shop			Origin			Net Next EOM		
Purchase Order Number				Order Date		Sales Person				Our Order Number	
Ron Moore				02/16/23		David Burchfield				59118	
Quantity			Item Number		Description		Serial Number		Unit Price		Amount
Req	Shipped	B.O.									

			1 Piece fits Whelen CenCom Controller		
1	1	C-FP-05	.5" Blank Havis Face Plate	0.00	0.00
2	2	C-FP-2	2" Blank Havis Face Plate	10.00	20.00
1	1	CUP2-1001	Havis Self Adjusting Cup Holder	54.00	54.00
1	1	C-ARM-101	Havis Arm Rest	86.00	86.00
1	1	AC-MCM1	Troy Mic Clip	14.00	14.00
1	1	LF12ER	Fed Sig Littlite 12" Halogen Vertical Mount	45.00	45.00
1	1	C-DMM-3105	Havis Dash Mount fits '15-'19 Dodge Charger	412.00	412.00
1	1	PKG-KB-208	Havis Rugged Keyboard & Mount	565.00	565.00
1	1	C-MD-204	Low Profile Tilt Swivel Motion Device	74.00	74.00
			MISC ITEMS/ELECTRICAL		
1	1	LP450NMO	450mhz Dome Antenna	70.00	70.00
1	1	NMO58U-NC	NMO Coax Kit w/ 17' of RG58	20.00	20.00
1	1	RQA5000C	QMA Male Connector fits RG58	15.00	15.00
1	1	7615B-BSS	Blue Seas Solenoid/Timer. 120amp 12vdc	123.00	123.00
1	1	5029B-BSS	12 Circuit Water Resistant Fuse Block w/Cover	42.00	42.00
4	4	5080	Relay	20.00	80.00
1	1	S3511K	Stop Stick Rack Kit	738.00	738.00
2	2	C-FP-1	1" Blank Havis Face Plate	10.00	20.00
1	1	AC-MCM1	Troy Mic Clip	15.00	15.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Invoice

Customer No.: PORTERVILLE
Invoice No.: 156233

Phone: (559) 233-8818 Fax: (559) 268-8506

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Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 784-4569
Email: [Irene Anaya<ianaya@ci.porterville.c](mailto:Irene.Anaya@ci.porterville.c)

Phone:
Email: [Irene Anaya <ianaya@ci.porterville.c](mailto:Irene.Anaya@ci.porterville.c)

Date			Ship Via			F.O.B.			Terms		
01/24/24			Up-Fit Shop			Origin			Net Next EOM		
Purchase Order Number				Order Date		Sales Person				Our Order Number	
Ron Moore				02/16/23		David Burchfield				59118	
Quantity			Item Number	Description	Serial Number	Unit Price	Amount				
Req	Shipped	B.O.									
1	1		MATERIALSFEE3	Installation Material Bundle		300.00	300.00				
34.000	34.000		LAISREG	Shop Installation Complete Patrol Build customer supplied radio, cradlepoint, axon fleet 3 camera system, and docking station removed from a 2016 Charger Unit# 3421 2023 DODGE CHARGER Lic# 1661688 Vin#* 513664 Mileage- 975		150.00	5100.00				

Invoice subtotal 16007.00
Freight charges 355.00
Sales tax @ 8.35000% 910.73
Invoice total 17272.73

A finance charge of 1 1/2% will be added to all past due accounts. All items are subject to a 25% restocking fee when returned. Special order items are subject to a 25% restocking fee whether items are delivered or not.

Signature

Date

Print Name

We appreciate your continued patronage

Thank You



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Purchase Vehicle to Support Encampment Abatement

SOURCE: Parks and Leisure Services

COMMENT: During its adoption of the Fiscal Year 2024/25 budget, the City Council authorized staff to initiate an encampment abatement program administered by the City. The authorization included hiring one full-time Encampment Maintenance Worker, four part-time Encampment Maintenance Workers, and purchasing the necessary equipment to perform the related duties. One of those duties includes clean-up, transportation, and disposal of waste to properly clean and clear the encampment sites. Another duty includes removing and disposing of vegetation, in order to gain access to encampment sites, and raising trees and shrubbery to allow better visibility of sites during post-encampment removal.

Encampment vehicles travel through rugged terrain at times en route to encampment sites. Thus, one key asset to performing these encampment-related duties is a four-wheel drive truck. Features of the truck needed to satisfy performance measures include for it to be a four-wheel drive, having a V8 engine to tow a trailer, and for it to have a crew cab to haul multiple staff.

On September 17, 2024, City Council authorized staff to distribute a Request for Proposals for the purchase of a truck for encampment activities associated with enforcement of Ordinance 1905 to regulate unsafe camping. Proposals were due by October 18, 2024, with the following proposals received:

American Chevrolet	\$48,772.72
PFVT Motors, LLC.	\$57,182.83
Haddad Dodge-Ram	\$56,357.95

Based on the proposals received, staff is requesting to purchase a 2024 Chevrolet Silverado 1500 from American Chevrolet. Funds for this purchase are available through the American Rescue Plan Act funds provided by the County of Tulare.

RECOMMENDATION: That the City Council authorize the purchase of a 2024 Chevrolet Silverado 1500, to support encampment abatement, from American Chevrolet for \$48,772.72.

ATTACHMENTS:

1. American Chevrolet
2. PFVT Motors, LLC
3. Haddad Dodge- Ram

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager



Date/Time: Oct 18, 2024 04:16 PM

Buyer: City of Porterville City of Porterville

Phone:

Phone: H: (559) 782-7499

Address: 291 N Main St
Porterville, CA 93257

Salesperson:

Jonathon Quevedo

Salesperson: Zach Riedinger

2024 Chevrolet Silverado 1500, Body Type: Crew Cab Pickup T24249

Color: Summit White VIN:3GCUDAED7RG108518

Purchase	0 Months
\$ Down	Est. \$/Monthly
\$0	\$48,773

MSRP/Retail	\$51,820.00
Selling Price	\$48,170.00
Rebate	\$4,500.00
Total Savings + Rebate	\$8,150.00
Government Fee	\$41.75
Proc/Doc Fee	\$85.00
Ally Theft DNA	\$269.00
Delivery to Porterville	\$200.00
Total Taxes	\$4,506.97
Amount Financed	\$48,772.72

X

Customer Signature

Date

X

Manager Signature

Date

Please submit this worksheet to Management for its review. I understand that (i) this worksheet is neither an offer nor a contract and is not binding on the customer or the dealership, (ii) no offer to purchase any vehicle is binding until accepted in writing by an authorized American Chevrolet Sales manager on a California State Motor Vehicle Purchase Contract form and (iii) Sales Consultant can not obligate or bind the customer or the dealership.

PFVT MOTORS, LLC.

9130 West Bell Road

Peoria, AZ 85382

Wesley Boswell

Government Account Team

Direct: 480-696-5930

**PROPOSAL FOR
RFP No. 24/25-SR1989**

Date	10/11/2024
Valid Until	10/16/2024
Contract	CTR059322 - AZ STATE
PO	
Lead Time	Early December

Customer:

City of Porterville
Donnie Moore
(559) 782-7539
dmoore@ci.porterville.ca.us

Invoice Address:

291 North Main Street
Porterville, California 93257

Delivery Address:**Description - Vehicle Preview Details**

		Line Total
2024 F-150 (W1L) - 4x4 XL SuperCrew		
	MSRP	\$50,955.00
F150 4X4 SUPERCREW XL - 157 157 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE CLOTH 40/20/40 FRONT SEAT MEDIUM DARK SLATE EQUIPMENT GROUP 101A .XL SERIES .17" SILVER STEEL WHEELS 5.0L V8 ENGINE ELEC TEN-SPEED AUTO TRANS .265/70R 17 BSW ALL-TERRAIN 3.31 RATIO REGULAR AXLE 7200# GVWR PACKAGE JOB #2 ORDER	FORD FLEET SPECIAL ADJUSTMENT BLACK PLATFORM RUNNING BOARDS SKID PLATES 50 STATE EMISSIONS EXTENDED RANGE 36GAL FUEL TANK 8-WAY POWER DRIVERS SEAT BEDLINER-TOUGHBED SPRAYIN*ACCY SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY	
	Phase 2 discount applied 3.00% Window tint, 2 additional keys 4 total, Delivery	(\$1,528.65) INCLUDED
		\$1,995.00

Special Notes and Instructions

Arizona sales tax exempt with out of state delivery

Shipping to Porterville, CA

Stock # RKF33874

Subtotal	\$51,421.35
Sales Tax 0.00%	\$0.00
Tire Tax 5	\$5.00
Extended Warranty	\$0.00
Flooring	\$0.00
Freight / Delivery	\$1,000.00
Docs & Registration	\$0.00
Total Per Unit	\$52,426.35
Quantity of Units	1
PO Total	\$52,426.35

Sales tax 4,756.48
57,182.83

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
480-696-5930 - wesley.boswell@governmentautosales.com

Haddad Dodge-Ram

Commercial Truck & Fleet Dept.

3000 Harris Rd.

Bakersfield, CA 93313

661/398-0264 Ext. 236

Fax: 661/835-3553

BUYER		CO-BUYER		Deal #:		115667			
CITY OF PORTERVILLE 555 N PROSPECT ST PORTERVILLE, CA 93257				Deal Type:		Retail			
Home #:				Home #:		Deal Date: 10/01/2024			
Work #:				Work #:		Print Time: 01:12pm			
				Salesperson:		RICHARD HERNANDEZ			
VEHICLE									
New	☒	Stock #:	64464	Description:	2025 RAM RAM 1500	VIN:	1C6SRFGP0SN559551		
Used	☐					Mileage:			
Demo	☐								
TRADE									
AFTERMARKETS				Sale Price:				\$	56,955.00
QUOTE VALID TILL 10/30				\$	0.00	Total Financed Aftermarkets:		\$	0.00
						Total Trade Allowance:		\$	0.00
						Trade Difference:		\$	56,955.00
						Documentary Fee:		\$	85.00
						State & Local Taxes:		\$	5,276.20
						Total License and Fees:		\$	41.75
						Total Cash Price:		\$	62,357.95
						Total Trade Payoff:		\$	0.00
						Delivered Price:		\$	62,357.95
Total Aftermarkets:				\$	0.00	Cash Down Payment + Deposit:		\$	0.00
						Total Rebates:		\$	6,000.00
						Unpaid Balance:		\$	56,357.95



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Purchase Sideloaded Gripper Assembly

SOURCE: Public Works

COMMENT: Vehicle #6609, a 2020 Peterbilt Residential Refuse Truck, has experienced failure of the container gripper assembly. The gripper assembly is a proprietary component that can only be purchased directly from the manufacturer. This residential side loader has at least five years of expected service life remaining.

Staff is requesting authorization to purchase the part from One Source Parts, the truck manufacturer, as they are able to sell directly to the City. The estimated cost of the lower gripper assembly is \$7,854 (inclusive of all parts, taxes, freight, and a 10% contingency). Funding is available in the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of the side loader lower gripper assembly from One Source Parts at a cost not to exceed \$7,854 (inclusive of all parts, taxes, freight, and a 10% contingency); and
2. Authorize payment upon receipt of parts.

ATTACHMENTS: 1. One Source Parts Estimate

Appropriated/Funded:

Review By:

Department Director:
Michael Knight, Assistant City Manager

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Purchase an Auto Theft Investigation Vehicle

SOURCE: Police

COMMENT: The Porterville Police Department recently assigned an auto theft investigator to the department's Investigation Division. This investigator participates part-time in the Tulare County Reduce Auto Theft Task Force (TRATT).

Staff determined that this particular investigative position needed a department vehicle as it had been vacant. Although this allocated investigation position is funded by the department's Measure "I" budget, the Police Chief requested to purchase a new vehicle with AB 286 funding.

AB 286 funding is monies received by Tulare County based on vehicle registrations in each local jurisdiction and is specifically required to be expended on auto theft investigation-related items and equipment, which includes department vehicles. The monies are held by the Tulare County District Attorney's Office until a local jurisdiction submits a request for approval of expenditures to the Governing Control Board, which is comprised of designated members of the Tulare County Police Chiefs Association. The Police Chief submitted this request and received approval of funding from the Board in the amount of \$50,000.

RECOMMENDATION: That the City Council:

1. Authorize staff to identify and enter negotiations for the purchase of a vehicle up to a cost of \$50,000 with a 10% contingency. If needed, the 10% contingency would be funded by the police department's vehicle depreciation account.
2. Authorize payment upon satisfactory delivery of the vehicle.

ATTACHMENTS:

1. 2024 approval request for DMV funds
2. DMV Auto Theft PPD approval

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: Patrice Hildreth, City Manager



JAKE CASTELLOW
PORTERVILLE CHIEF OF POLICE

TIM WARD
TULARE COUNTY DISTRICT ATTORNEY

JASON HUNT
CA HWY PATROL LIEUTENANT

SCOTT GODDARD
CA HWY PATROL CAPTAIN

DONNIE CHARLES
COS CHIEF OF POLICE

ABEL IRIARTE
DINUBA CHIEF OF POLICE

JOHN HALL
EXETER CHIEF OF POLICE

JAY BROCK
FARMERSVILLE CHIEF OF POLICE

ROB MOORE
LINDSAY CHIEF OF POLICE

FRED YNCLAN
TULARE CHIEF OF POLICE

KELLY VERNON
TULARE CHIEF PROBATION OFFICER

MIKE BOUDREAUX
TULARE COUNTY SHERIFF

JASON SALAZAR
VISALIA CHIEF OF POLICE

MICHAEL MARQUEZ
WOODLAKE CHIEF OF POLICE

AB286/AB183/DMV Auto Theft Funds Board Approval 2024

Request received from: Chief Jake Castellow

Amount Requested: \$50,000 for the Porterville Police Department

Funds will be used for:

The Porterville Police Department is requesting \$50,000 to purchase a new police vehicle for use by the police departments auto theft investigator. The vehicle's primary purpose will be for use by the department's response to auto theft investigations and carry auto theft investigative equipment.

TCCA DMV Auto Theft Funds Board Approval:

Chief Rob Moore, Lindsay PD

Date

Chief Donnie Charles, College of Sequoias PD

Date

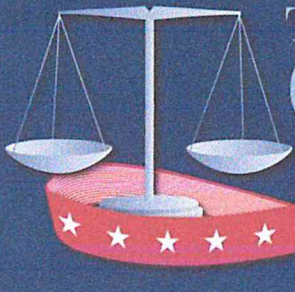
Chief Jason Salazar, Visalia PD

Date

Reviewed by Tulare County Chief's Association President:

Chief Jake Castellow, Porterville PD

Date



TULARE COUNTY CHIEFS ASSOCIATION

JAKE CASTELLOW
PORTERVILLE CHIEF OF POLICE

TIM WARD
TULARE COUNTY DISTRICT ATTORNEY

JASON HUNT
CA HWY PATROL LIEUTENANT

SCOTT GODDARD
CA HWY PATROL CAPTAIN

DONNIE CHARLES
COS CHIEF OF POLICE

ABEL IRIARTE
DINUBA CHIEF OF POLICE

JOHN HALL
EXETER CHIEF OF POLICE

JAY BROCK
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ROB MOORE
LINDSAY CHIEF OF POLICE

FRED YNCLAN
TULARE CHIEF OF POLICE

KELLY VERNON
TULARE CHIEF PROBATION OFFICER

MIKE BOUDREAUX
TULARE COUNTY SHERIFF

JASON SALAZAR
VISALIA CHIEF OF POLICE

MICHAEL MARQUEZ
WOODLAKE CHIEF OF POLICE

AB286/AB183/DMV Auto Theft Funds Board Approval 2024

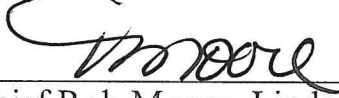
Request received from: Chief Jake Castellow

Amount Requested: \$50,000 for the Porterville Police Department

Funds will be used for:

The Porterville Police Department is requesting \$50,000 to purchase a new police vehicle for use by the police departments auto theft investigator. The vehicles primary purpose will be for use by the department's response to auto theft investigations and carry auto theft investigative equipment.

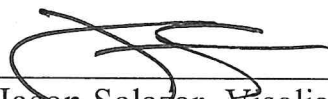
TCCA DMV Auto Theft Funds Board Approval:


Chief Rob Moore, Lindsay PD

10/10/2024
Date

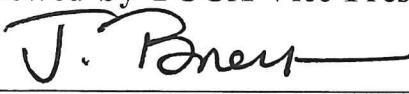

Chief Donnie Charles, College of Sequoias PD

10/10/2024
Date


Chief Jason Salazar, Visalia PD

10/10/24
Date

Reviewed by TCCA Vice-President:


Chief Jay Brock, Farmersville PD

10-10-2024
Date



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Purchase Veterans Day Run Participant Shirts

SOURCE: Parks and Leisure Services

COMMENT: The Veterans Day Run takes place each year in Downtown Porterville on the recognized Veterans Day holiday. The event features a 5K run, 5K walk, and 10K run starting at 7:30 A.M. before the Veterans Day Parade. Race registration includes a long-sleeved race shirt, a reusable tote, and a commemorative race bib. Participation in the event has significantly increased over the years, reaching over 1,000 individuals registered in 2023. The race shirts have become a significant memento for the participants and serve as a lasting promotion of the event and the patriotism of the city of Porterville.

Staff requested quotes from three businesses for the production of the 2024 Veterans Day race shirt. The specifications include a three-color front design and a single-color back design on a Sport-Tek® Long Sleeve Tee in the quantity of at least 1,350 with graphic design services, and a short production time to accommodate extended participant registration. The following quotes were consistent with the requirements of the specifications as detailed in the request. All three quotes add \$2.00 more per unit for any size above extra large.

Vendor	Quote
Axiom Graphics	\$11.20 per unit
Central Valley Business Forms	\$11.00 per unit
On Point Graphics	\$11.28 per unit

Central Valley Business Forms provided the lowest quote, but the lead time for production was at least three weeks which is too long in order to distribute the shirts to the participants on time. Axiom Graphics has produced the race shirts for the past several years and staff is satisfied with the product. The race registration fee is \$25 for runners and walkers. The expenditure for the race shirts is recovered from the race registration fees and supplemented by community sponsorship.

RECOMMENDATION: That the City Council approve the purchase of the Veterans Day Run race shirts from Axiom Graphics at a

cost of \$11.20 per unit, plus an \$2.00 more per unit for any size above extra large.

ATTACHMENTS:

1. Axiom Graphics Quote
2. Central Valley Business Forms Quote
3. On Point Graphics Quote

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager



RE:

From Rod Singleton <rod@cvbf.com>

To Amy Graybehl <agraybehl@ci.porterville.ca.us>

Here you go

YS-XL \$11 ea

Please add \$2 for each size above XL

Shipping and screens included.

As this is a larger order, please allow approx 3 weeks for delivery.

$$\begin{array}{r} 1,350 @ \$11.00/\text{each} = \$14,850.00 \\ 9.25\% \text{ Sales tax} \quad 1,373.63 \\ \hline 16,223.63 \end{array}$$

Invoice #3257

Thank you for your business!



On Point Graphics
1095 Linda Vista Avenue
Porterville, California 93257
5593504319
onpointgraphx@gmail.com

Created	October 22, 2024
Customer Due Date	October 22, 2024
Invoice Date	October 22, 2024
Payment Due Date	October 22, 2024
Total	\$15,928.00
Outstanding	\$15,928.00

Customer Billing
City of Porterville
Amy Graybehl

Customer Shipping
City of Porterville
Amy Graybehl

Category	Item #	Color	Description	XS	S	M	L	XL	2XL	3XL	4XL	5XL	Qty	Items	Price	Total
1. SCREEN PRINTING DEPT.	ST350LS	TBD	Sport Tek Long Sleeve										1000	1000	\$11.28	\$11,280.00
													350	350	\$13.28	\$4,648.00

Fee	Description	Qty	Amount	Total
		1	\$0.00	\$0.00

Total Quantity	1350
Item Total	\$15,928.00
Fees Total	\$0.00
Sub Total	\$15,928.00
Tax	\$0.00
Total Due	\$15,928.00
Paid	\$0.00
Outstanding	\$15,928.00

9.25% tax 1,473.34

\$17,401.34



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Purchase Technology Equipment for the Council Chambers

SOURCE: Finance

COMMENT: The electronic equipment utilized in the Council Chambers has been in use for over 8 years and requires improvements to align with modern technology. With evolving technology and the need for high-quality audio and video, updating key technology components will enhance the audiovisual experience, improve accessibility, and streamline Council operations, including the integration of a digital voting system.

The proposed upgrades include:

1. Projector Replacement

Replace the 10-year-old BenQ SH963 projector with a new BenQ 6000 Lumens WUXGA Conference Room Projector. This upgrade will enhance visual quality and reduce maintenance costs, as the new projector's bulb lasts 10 times longer than the current one.

2. HDMI Splitter Replacement

Replace the current HDMI splitter with a StarTech.com 8-Port 4K HDMI splitter, which will support higher resolutions to align with the new projector.

3. HDMI Switch Purchase

Purchase a StarTech.com 4-Port HDMI Automatic Video Switch to allow up to four video inputs for greater flexibility.

4. HDMI Extenders

Purchase StarTech.com 4K HDMI Extenders to ensure high-quality video transmission between the splitter, projector, and computers.

5. iPads for Council Members

Purchase six Apple 10.9" iPads and the necessary mounting hardware. These devices will integrate with CivicClerk, enabling digital voting and viewing of agenda items.

6. Assistive Listening System

Purchase a Listen LT-800-072-01 RF audio transmitter to enhance services for attendees with hearing impairments.

7. Microphones for Additional Director Seating

Add Shure Microflex Gooseneck microphones for additional

director seating.

8. Analog Mixer

Purchase a Shure SCM810 8-channel analog mixer to support the additional microphones and expand the current sound system.

9. Cabling and Miscellaneous Parts

Purchase necessary cables and components to ensure proper installation and functionality of all devices.

Staff received the following quotes:

Vendor	Quote
GovConnection, Inc.	\$12,664.72
StrictlyTech	\$13,043.37
CDWG	\$13,115.67

To reduce costs, Information Technology staff will perform all aspects of this upgrade, eliminating the need for an external contractor. Staff recommends purchasing the technology components through GovConnection, Inc. at a cost of \$12,664.72, with an additional ten percent (10%) contingency of \$1,266.47, for a total of \$13,931.19. The equipment will be funded through the American Rescue Plan Act Fund.

RECOMMENDATION: That City Council approve the purchase of the technology equipment from GovConnection, Inc., to support the technology upgrades in the Council Chambers, at a cost of \$12,664.72, with an additional ten percent (10%) contingency of \$1,266.47, for a total of \$13,931.19.

ATTACHMENTS:

1. GovConnection Inc.
2. StrictlyTech
3. CDWG

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

25689767.01

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 10/17/2024
Valid Through: 4/30/2025
Account #: Tulare

Customer Contact: Robert Campos
Email: rcampos@ci.porterville.ca.us

Phone: (559) 782-7432
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14824559 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 US (559) 782-7456	AB#: 20347426 CITY OF PORTERVILLE 350 N D St Porterville, CA 93257 US (559) 782-7439

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	138.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	41420053	LU935	LU935 WUXGA Conference Room DLP Projector, 6000 Lumens, White	BenQ	\$ 2,906.58	\$ 2,906.58
2	6	41540134	MPQ03LL/A	iPad 10.9" G10, 64GB, Wi-Fi, Silver	Apple Computer Cto	\$ 333.30	\$ 1,999.80
2	6	Fee: 14		State Environmental Fee		\$ 4.00	\$ 24.00
3	5	41690788	111B209IPDSB	VESA Fixed 45-degree Space Enclosure Core Counter Stand or Wall Mount for iPad 10.9" 10th Gen, Black	Compulocks	\$ 118.42	\$ 592.10
4	1	35661731	ST128HD20	8-Port 4K 60Hz HDMI Splitter	StarTech.com	\$ 168.24	\$ 168.24
5	1	35999838	CL15W	Universal Security Cable Lock T Bar	Compulocks	\$ 21.11	\$ 21.11
6	1	30870710	VS421HD4KA	4-Port HDMI Automatic Video Switch 4K w / Fast Switching	StarTech.com	\$ 129.16	\$ 129.16
7	2	41552123	4K70IC-EXTEND-HDMI	4K 60Hz HDMI Video Extender Over CAT5 / CAT6 Ethernet Cable - 230ft	StarTech.com	\$ 182.96	\$ 365.92
8	4	41802312	LR-5200-072-P1	Advanced Intelligent DSP RF Receiver Package 1	Listen Technologies	\$ 299.00	\$ 1,196.00
9	7	38329240	MX418S/C	Shure MX418S / C Mic Condenser Microphone - Cardioid	Shure	\$ 210.95	\$ 1,476.65
10	1	41802224	LA-125	Antena Mount Kit for transmitter, rack mount	Listen Technologies	\$ 56.39	\$ 56.39
11	1	35113970	9451 0101000	22AWG Single Pair Multi-Conductor Cable, 1000ft	Belden, Inc.	\$ 224.36	\$ 224.36
12	1	34502383	WIR6CMRBK	Bulk Cat6 CMR Solid Ethernet Cable, Black, 1000ft	StarTech.com	\$ 317.92	\$ 317.92
13	1		LSTN-800-072-01	Listen LT-800-072-01 RF audio transmitter	Listen Technologies	\$ 735.90	\$ 735.90
14	1	41299662	HDMM21V1M	8K 60Hz / 4K 120Hz Certified Ultra High Speed HDMI 2.1 Cable, 1m	StarTech.com	\$ 17.40	\$ 17.40
15	1	41173391	SCM810	8ch automatic mixer	Shure	\$ 1,337.53	\$ 1,337.53
16	1	41207722	N232-100-UTP	Cat6 RJ45 Pass-Through UTP Modular Plug, 100 Pack	TrippLite-Cables	\$ 25.39	\$ 25.39
						Subtotal	\$ 11,594.45

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: John Zugg
Phone:
Fax:
Email: john.zugg@connection.com

25689767.01

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 10/17/2024
Valid Through: 4/30/2025
Account #: Tulare

Customer Contact: Robert Campos
Email: rcampos@ci.porterville.ca.us

Phone: (559) 782-7432
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 14824559 CITY OF PORTERVILLE ACCOUNTS PAYABLE 291 N MAIN ST PORTERVILLE, CA 93257 US (559) 782-7456	AB#: 20347426 CITY OF PORTERVILLE 350 N D St Porterville, CA 93257 US (559) 782-7439

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	138.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 1,070.27
						Total	\$ 12,664.72



ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

Bill To:
City of Porterville CA
Zack Watson
291 North Main Street
Porterville, CA 93257
Phone: (559)782-7499
Email: zwatson@ci.porterville.ca.us

Ship To:
City of Porterville CA
Zack Watson
291 North Main Street
Porterville, CA 93257
Phone: (559)782-7499
Email: zwatson@ci.porterville.ca.us

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	LU935		BenQ LU935 3D Ready DLP Projector - 16:10 - Ceiling Mountable - White - 1920 x 1200 - Front - 1080p - 20000 Hour Normal Mode - WUXGA - 3,000,000:1 - 6000 lm - HDMI - Network (RJ-45) - Conference Room - TAA Compliance Mfr: BENQ CORPORATION UNSPSC : 45111609	\$ 3,021.00	1	\$ 3,021.00
*2	MPQ03LL/A		Apple iPad (10th Generation) A2696 Tablet - 10.9" - Apple A14 Bionic Hexa-core - 4 GB - 64 GB Storage - Silver - Firestorm Dual-core (2 Core) 3 GHz + Icestorm Quad-core (4 Core) 1.80 GHz - 2360 x 1640 - Liquid Retina Display, In-plane Switching (IPS) Technology, True Tone Technology Display - 12 Megapixel Front Camera - TAA Compliance Mfr: APPLE, INC UNSPSC : 43211509	\$ 330.00	6	\$ 1,980.00
*3	111B209IPDSB		Compulocks iPad 10.9" 10th Gen Space Enclosure Core Counter Stand or Wall Mount Black - High-Grade Aluminum Enclosure, Conceals charging cable, Quick Lock and Unlock Keyed Lock, Counter-top or Wall Mountable, Ideal for use as a Check-in station or Self-service kiosk - TAA Compliance Mfr: COMPULOCKS BRANDS INC. UNSPSC : 31162313	\$ 113.00	5	\$ 565.00
*4	ST128HD20		StarTech.com 8-Port 4K 60Hz HDMI Splitter - HDR Support - HDMI 2.0 Splitter - 7.1 Surround Sound Audio - Displays the same image with sound on 8 screens - Splits an HDMI video signal up 4K 60Hz - 4:4:4 chroma; up to 18Gbps (HDMI 2.0b) - HDR; HDCP 2.2 to HDCP 1.4 conversion; 7.1 surround sound audio - Passes EDID between video source and display (port 1) - TAA Compliance Mfr: STARTECH.COM UNSPSC : 32101529	\$ 174.00	1	\$ 174.00
*5	CL15W		Compulocks T-bar Security Keyed Cable Lock White - Secure your device with 6ft Galvanized Steel Cable compatible with Standard Security Slots and Loop End for "Anywhere" Tethering - TAA Compliance Mfr: COMPULOCKS BRANDS INC. UNSPSC : 46171502	\$ 25.00	1	\$ 25.00
*6	VS421HD4KA		StarTech.com 4-Port HDMI Automatic Video Switch - 4K 2x1 HDMI Switch with Fast Switching, Auto-Sensing and Serial Control - Switch between four HDMI sources on a single HDMI display w/ 4K video resolution & fast switching for minimal disruption - 4-port HDMI automatic video switch - 4K 4x1 HDMI switch - 4K UltraHD HDMI switch - RS-232 serial control interface - TAA Compliance Mfr: STARTECH.COM UNSPSC : 43211601	\$ 134.00	1	\$ 134.00
*7	4K70IC-EXTEND-HDMI		StarTech.com 4K HDMI Extender Over CAT5/CAT6 Cable, 4K 60Hz Video Extender Up to 230ft (70m), HDMI Over Ethernet Cabling, S/PDIF Audio Out - 4K HDMI Extender; 4K 60Hz (4:4:4) up to 230ft (70m) with zero latency over a CAT6/5e Ethernet cable; HDR; One Power Supply with PoC; Local HDMI output for a display/cascaded extender; Metal housing; Mounting Kit/Rubber Feet/IR Extension Kit - TAA Compliance Mfr: STARTECH.COM UNSPSC : 26121620	\$ 187.00	2	\$ 374.00
*8	LR-5200-072		Listen Technologies LR-5200-072 Advanced Intelligent DSP RF Receiver - 72MHz Mfr:	\$ 267.01	4	\$ 1,068.04

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*9	LSTN-LA-125		Listen Technologies (LA-125) Antenna Kit Fore Rack Mount Mfr:	\$ 62.50	1	\$ 62.50
*10	MX418S/C		MX418SC CARDIOID 18" GSENECK MIC SWTCH Mfr: SHURE, INC UNSPSC : 43211719	\$ 235.00	7	\$ 1,645.00
*11	9451 010100		Belden 9451 CMR/Riser Rated Single Pair Analog Audio Cable 22 AWG - TC - Shielded - Black - 1000 ft Mfr:	\$ 360.00	1	\$ 360.00
*12	WIR6CMRBK		StarTech.com Bulk Cat 6 Ethernet Cable - 1000 ft. (304,8m) - Solid - CMR-Rated - Black - TAA Compliant - 1000 ft. (304,8m) Black Cat6 cable for 10 Gigabit networks - High-quality copper conductors - Keep Near End Crosstalk (NEXT) within acceptable limits - For where CMR fire rating is required - 550 MHz; 4K; PoE; UTP; Solid; 23AWG; CMR Rated; ETL; TAA - TAA Compliance Mfr: STARTECH.COM UNSPSC : 26121609	\$ 237.00	1	\$ 237.00
*13	LT-800-072-01		Listen LT-800-072-01 Stationary RF Transmitter (72 MHz), Wireless Audio Transmitter Mfr:	\$ 805.50	1	\$ 805.50
*14	HDMM21V1M		3ft/1m HDMI 2.1 Cable, Certified Ultra High Speed HDMI Cable 48Gbps, 8K 60Hz/4K 120Hz HDR10+, 8K HDMI Cable, Monitor/Display - 3.28 ft HDMI A/V Cable for Audio/Video Device, Monitor, TV, Display Screen, Notebook, Computer, Workstation, Apple TV, Projector, Home Theater System, Digital Signage Player - First End: 1 x 19-pin HDMI 2.1 Digital Audio/Video - Male - Second End: 1 x 19-pin HDMI 2.1 Digital Audio/Video - Male - 48 Gbit/s - Supports up to 7680 x 4620 - Shielding - Gold Plated Connec - TAA Compliance Mfr: STARTECH.COM UNSPSC : 26121604	\$ 18.50	1	\$ 18.50
*15	SCM810		Shure SCM810 Audio Mixer Mfr: SHURE, INC UNSPSC : 45111704	\$ 1,425.00	1	\$ 1,425.00
*16	N232-100-UTP		Tripp Lite Cat6 RJ45 Pass-Through UTP Modular Plug, 100 Pack - 100 Pack - 1 x RJ-45 Network Male - Clear - TAA Compliant - TAA Compliance Mfr: TRIPP LITE BY EATON UNSPSC : 39121444	\$ 22.50	1	\$ 22.50
*17	EWASTE2		CA Recycling Fee - 4" to Less Than 15" Mfr:	\$ 4.00	6	\$ 24.00
17 item(s)				Sub-Total		\$ 11,941.04
Note Tax: \$,1,102.33 Total: \$13,043.37				Tax @ 0%		\$ 0.00
				Freight		\$ 0.00
				Total		\$ 11,941.04
				(*) Tax exempted Part(s)		



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

Quotation

Number: **29076**

Date: **10/09/2024**

Quote prepared for: **Zack Watson**

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground

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



Terms and Conditions

Prepared by: **Keith Nguyen**

Email: **keithn@strictlytech.com**

Phone: **954-606-5440**



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CITY OF PORTERVILLE,

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CFN5QQ	9/4/2024	COUNCIL CHAMBERS	0657199	\$12,007.22

IMPORTANT - PLEASE READ

Fees applied to item(s): 7213823

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
BenQ 6000 Lumens WUXGA Conference Room Projector Mfg. Part#: LU935 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	7128168	\$3,021.57	\$3,021.57
Apple 10.9" iPad - Wi-Fi - 10th Generation - 64 GB - Silver Mfg. Part#: MPQ03LL/A Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	6	7213823	\$331.66	\$1,989.96
Compulocks iPad 10.9" 10th Gen Space Enclosure Core Counter Stand or Wall M Mfg. Part#: 111B209IPDSB Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	5	7626662	\$113.45	\$567.25
StarTech.com 8-Port 4K 60Hz HDMI Splitter - HDR Support - 7.1 Audio Mfg. Part#: ST128HD20 UNSPSC: 43211604 Contract: California NVP Audio Video Equipment and Supplies (7-21-70-48-03)	1	5122687	\$159.38	\$159.38
Compulocks T-bar Security Keyed Cable Lock - security cable lock Mfg. Part#: CL15W UNSPSC: 43211612 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	4995009	\$25.40	\$25.40
StarTech.com 4-Port HDMI Automatic Video Switch - 4K with Fast Switching Mfg. Part#: VS421HD4KA UNSPSC: 43211604 Contract: California NVP Audio Video Equipment and Supplies (7-21-70-48-03)	1	3907262	\$120.74	\$120.74

QUOTE DETAILS (CONT.)				
StarTech.com 4K HDMI Extender, 4K 60Hz Video, HDMI Over Ethernet Cabling Mfg. Part#: 4K70IC-EXTEND-HDMI Contract: California NVP Audio Video Equipment and Supplies (7-21-70-48-03)	2	7259116	\$171.45	\$342.90
Listen Advanced Intelligent DSP LR-5200-072 - RF audio receiver - 72 MHz Mfg. Part#: LR-5200-072 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4	8022238	\$217.07	\$868.28
Shure Microflex Gooseneck MX412S C - microphone Mfg. Part#: MX418S/C UNSPSC: 52161520 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	7	1865607	\$250.17	\$1,751.19
Listen LA-125 - antenna mount kit for transmitter, rack mount Mfg. Part#: LSTN-LA-125 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	7862206	\$62.62	\$62.62
Belden 9451 - bulk audio cable - 1000 ft Mfg. Part#: 9451 0101000 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	7855421	\$384.08	\$384.08
StarTech.com Bulk Cat 6 Ethernet Cable - 1000 ft. (304,8m) - Solid - CMR-Ra Mfg. Part#: WIR6CMRBK UNSPSC: 26121609 Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	4771340	\$235.70	\$235.70
Listen LT-800-072-01 - RF audio transmitter Mfg. Part#: LSTN-800-072-01 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	7862204	\$825.62	\$825.62
StarTech.com 3ft 1m HDMI 2.1 Cable, Certified, 8K 60Hz UHD, HDR10+, 48Gbps Mfg. Part#: HDMM21V1M Contract: California NVP Audio Video Equipment and Supplies (7-21-70-48-03)	1	6653840	\$19.31	\$19.31
Shure SCM810 analog mixer - 8-channel Mfg. Part#: SCM810 UNSPSC: 45111704 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	1114033	\$1,583.79	\$1,583.79
Tripp Lite Ca6 RJ45 Pass-Through UTP Modular Plug 100 Pack Mfg. Part#: N232-100-UTP Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	6386604	\$25.43	\$25.43
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 7213823	6	654809	\$4.00	\$24.00
SUBTOTAL				\$11,983.22

Note
Tax: \$1,108.45
Total: \$13,115.67

SHIPPING	\$0.00
RECYCLING FEE	\$24.00
SALES TAX	\$0.00
GRAND TOTAL	\$12,007.22

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF PORTERVILLE PURCHASING DIV. 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Payment Terms: DO NOT SHIP	Shipping Address: ATTN: ZACK WATSON ATTN: ZACHARY WATSON 291 N MAIN ST PORTERVILLE, CA 93257-3737 Phone: (559) 782-7451 Shipping Method: FEDEX Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tommy Baxter | (312) 705-0246 | tommy.baxter@cdwg.com

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For more information, contact a CDW account manager

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CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Distribute Request for Proposals - Impact and Connection Fee Nexus Study

SOURCE: Engineering and Project Management

COMMENT: The City assesses various development impact and connection fees on new development and redevelopment to help the City pay for the infrastructure required by the new development activity. The City's impact fee program must comply with the Mitigation Fee Act and the requirements of Assembly Bill 602, which requires a Nexus Study prior to adopting new fees or adjusting current fees.

Staff has prepared a Request for Proposals (RFP) to acquire the desired services and products competitively. The interested qualified firms shall submit proposals detailing their qualifications and plan for meeting the requirements detailed in the RFP that will be reviewed and rated by a selection panel. The proposals shall also include a sealed project budget estimate and fee schedule. Staff will open and evaluate the project budget estimates and fee schedules for the top three (3) ranked firms only, which will be taken into account in the final selection process.

Staff will present the results of the ranking as well as the budget estimates for the top three (3) ranked firms at a future council meeting seeking approval to execute the consultant agreement.

RECOMMENDATION: That the City Council authorize staff to distribute a Professional Services Request for Proposals for an Impact and Connection Fee Nexus Study.

ATTACHMENTS: 1. Draft RFP

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



REQUEST FOR PROPOSALS

**Professional Services – Impact & Connection Fee Nexus Study
November 2024**

**PREPARED BY:
ENGINEERING & PROJECT MANAGEMENT DEPARTMENT
November 2024**

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting proposals from qualified firms to develop a Development Impact Fee Nexus Study and propose Development Impact Fees (DIF) for the City. The City assesses various development impact fees on new development and redevelopment to help the City pay for the infrastructure that the new development activity will require. The City's impact fee program must comply with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) and the requirements of Assembly Bill 602, effective January 1, 2022.

II EXAMINATION OF PROPOSAL DOCUMENTS:

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

III ADDENDA/CLARIFICATIONS:

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

IV PROPOSAL REQUIREMENTS:

Proposals for this project will be accepted at this office until 4:00 p.m., on Thursday, December 19, 2024. Three (3) copies of the proposal shall be submitted in a sealed envelope, plainly marked "Statement of Qualifications for Impact & Connection Fee Nexus Study." Budget estimates and fee schedules ("Cost Proposals") shall be submitted in a sealed envelope with the proposal package. Proposals shall be addressed to:

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

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

V PRE-CONTRACTUAL EXPENSES:

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

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

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

VI EXCEPTIONS/DEVIATIONS:

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

VII CONSULTANT REPRESENTATIVE:

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

VIII LOCAL AGENCY REPRESENTATIVE:

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

IX INSURANCE REQUIREMENTS:

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

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

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

X INDEMNIFICATION:

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

XI SUBCONTRACTING:

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

XII FEDERAL, STATE, AND LOCAL LAWS:

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

XIII PROPOSAL EVALUATION CRITERIA:

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

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

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

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all proposals and rank CONSULTANTs according to their demonstrated competence and professional qualifications as assessed by their response to this RFP and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for the second week of January 2025. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The "Cost proposal" shall be submitted to the CITY in a sealed envelope within the proposal package. Staff will open and evaluate the "Cost Proposals" for the top three (3) ranked firms only; which will be taken into account in the final selection process. 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 RFP, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANT's desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. Issuance of this RFP and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFP, and cancel any or all portions of this RFP and resulting Contract.

XVII COMPENSATION:

- A. All items of work required for completion of the project/s to result from this RFP shall be paid for following the cost proposal format specified in each task order request. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFP. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.
- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

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

XIX PROPOSAL FORMAT AND CONTENT:

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

A. Firm Experience:

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

B. Consultant Team:

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

1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
2. If subconsultant's are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. Proposal Format:

1. Proposals shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. Proposals should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFP 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 RFP, 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 PROPOSALS (RFP) FOR IMPACT & CONNECTION FEE NEXUS STUDY

The City of Porterville seeks proposals from qualified firms to develop a Development Impact Fee Nexus Study and propose Development Impact Fees (DIF) and connection fees for the City. The City assesses various development impact fees and connection fees on new development and redevelopment to help the City pay for the infrastructure that the new development activity will require. The City's impact fee program must comply with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) and the requirements of Assembly Bill 602, effective January 1, 2022.

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.

SCOPE OF SERVICES:

The consultant will respond directly to the Engineering and Project Management Director or their designee on the project. Firms responding to this RFP shall be prepared to deliver products and perform the work necessary to provide the services described within approximately four to five months of the project start date. The selected consultant will perform, but not be limited to the following tasks:

Overview

1. Document Review:
 - a. AB 1600 Reports completed annually
 - b. Prior Fee Study/s
 - c. General Plan/Parks Master Plan/Development Ordinance/Circulation Element
 - d. Capital Improvement Program Budget and capital needs information
2. Findings and Fees: Provide sufficient information, a completed Nexus Study, an updated Circulation Element, and the necessary findings to help the City update the DIF Program as well as the connection fees based on proposed infrastructure requirements to support the City's General Plan growth projections and the City's Capital Improvement needs. The Proposer will work with the City Staff to determine other supporting infrastructure (i.e., equipment, vehicles, etc.) or other operational services that could rightfully be included in the fee program to ensure the costs of such supporting infrastructure are paid by development.
3. Meetings: The Proposer shall include attendance at the following meetings, as a minimum, in their proposal. Should the consultant identify a meeting they feel necessary to achieve results beyond the meetings described below, they shall describe them in their

proposal. Meetings with staff can be virtual, as needed. Proposer should budget for three on-site meetings to present to Advisory Bodies and City Council. Proposer shall include rates for additional meetings, should they be required.

- a. Kick-off meeting between Proposer and City staff to review objectives of the study, agree to methodology, confirm project schedule and milestones, and discuss data needs.
 - b. Data collection and clarification meetings with City staff to obtain relevant information or clarify information required to complete the Nexus Study.
 - c. Review findings with City staff. Proposer to provide information supporting findings and proposed fees.
 - d. Two stakeholder meetings with groups such as the local Chamber of Commerce and Building Industry Association to explain infrastructure needs and to seek market feasibility input.
 - e. City council meeting to present Draft Nexus Study and Fee Updates. Discuss methodology and findings, provide a formal presentation, answer questions, and collect input to prepare the final draft.
 - f. If needed, additional City Council meetings to follow up on the first meeting and present the final draft.
4. Best Practices: Recommend best practices to help ensure effective and accurate assumptions for the Nexus Study, accurate DIF collections, and efficient tracking and reporting on DIF activities as required by AB 1600 and AB 602.
 - a. Fee Accounting: The Proposer shall evaluate the City's current system of fee accounting and administration and recommend an improved approach, if necessary, consistent with the Mitigation Fee Act and standard accounting principles.
 - b. Consistent with the City's overall funding and financing policies, the study should address credits and reimbursements for oversizing and recommend a policy for future Reimbursement Agreements.
 - c. The Proposer should evaluate the City's current reporting practices and recommend best practices for annual reports to City Council.
 - d. Fee levels may increase each year to keep pace with inflation. The Proposer should address whether the Consumer Price Index, California Construction Cost Index (CCCI), or another index should be the preferred basis for annual increases, consistent with State law.
5. Report Deliverables: Prepare a DIF Nexus Study and recommend DIF fee updates for submittal to the City Council containing background information, methodology, findings, and recommendations. More specifically, Proposer shall fulfill the following requirements, as a minimum:
 - a. Administrative Draft: The Proposer will prepare and provide a comprehensive administrative draft, as well as technical reports for each fee category, including but not limited to methodology, findings, supporting justification, recommended

DIF, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, methodology for calculating and applying fee credits in each category, and calculations that provide the legal nexus between the fee recommendations and new development as required by law.

- i. The Proposer will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft will include an executive summary and conclusion.
 - ii. Generally, the administrative draft will consist of a discussion of the framework, project description, applicable statutory/legal framework, methodologies used, analysis, a list of projects to fund and their prioritization by type, and fee and fee credit methodology recommendations.
 - iii. The administrative draft will include strategies and options for City Council consideration, including but not limited to incentives (fee deferrals or waivers) for affordable housing production. Impact fee revenue will likely be insufficient to address new development infrastructure needs, as envisioned. The Proposer should anticipate working with City staff to refine the project lists and cost estimates and prioritize improvement items to balance revenue generation and economic feasibility considerations. Proposer will include strategies and options for City Council to keep fee levels reasonable and analyze how these options would impact the City's Capital Improvement Program.
 - iv. The Proposer will revise the administrative draft according to one set of consolidated comments on the draft report from City staff.
 - b. Public Review Draft: Proposer will develop and present a Public Review Draft at stakeholder, advisory body, and City Council meetings as described within this RFP. The purpose of these meetings is to solicit community and stakeholder input. The Proposer shall develop summary information such as visual presentations and printable handouts for these meetings that summarize the findings and analysis from the Public Review Draft.
 - c. Final Draft: After incorporating input from the administrative and public review drafts, the Proposer shall prepare a final report draft. The Proposer will present the final study to the City Council during a public hearing and make any revisions requested by City Council. The Proposer will assist staff and participate in the presentation to Council if any additional follow-up meetings are needed to complete the adoption of the DIF.
6. Public Noticing: The Proposer shall prepare all required public notices and draft resolutions and ordinances required for City Council public hearings related to adopting the new fees.
7. Additional Tasks: If the Proposer feels that additional deliverables are warranted, they must be identified in the proposal.

8. The Consultant shall provide a working schedule indicating major milestones to complete the work identified in the scope of services above.
9. The Consultant shall provide project management to a level commensurate with the Project including clearly defined lines of communication between the City and the Consultant, coordination necessary for successful completion of the Project, timely invoicing for services rendered, and notification of tasks outside the executed Agreement.

10. Proposal Content and Organization:

- a. Cover Letter: The cover letter shall be signed by an official authorized to bind the proposing entity and shall contain a statement that the proposal is valid for at least ninety (90) days. It shall provide the following:
 - i. An overview of the proposing entity's history, ownership, organizational structure, and qualifications.
 - ii. A description summarizing the Proposer's experience performing similar services to municipal clients over the years.
 - iii. Demonstration of experience engaging with agency staff and formal and informal decisionmakers and stakeholders for projects covering similar work.
- b. Key Project Staff and Qualifications: The qualified firms shall have extensive experience executing development impact fee nexus studies for agencies of similar size and range of services as the City of Porterville. The qualified firms must be appropriately licensed, staffed, equipped, and financed to perform the work relevant to a project of this nature. The qualified firms shall have proven methodologies for collecting and analyzing data pertinent to a project of this nature and for converting the data to the studies specified in this RFP. Proposers shall provide:
 - i. An organizational chart and staffing plan for the proposed team, clearly specifying the individual designated as the Project Manager and the amount of their time that would be devoted to this project.
 - ii. Resumes of key project personnel.
 - iii. Identify any plans to subcontract any portion of the work and provide the same details and qualifications for the subcontracting firms.
 1. Failure to disclose subcontractors may result in dismissal of the proposal from consideration.
- c. Scope of Services, Work Plan, and Schedule: A successful proposal should outline the methodology, planning, and timing strategies that will result in the development of practical deliverables to the City of Porterville. Proposals should:
 - i. Demonstrate that the Proposer clearly understands the project and has the experience, skill, and expertise necessary to complete the technical and analytical work on issues related to DIF studies.

- ii. Clearly describe the approach and all activities to be undertaken, including engaging City staff, managing the project, and communicating with the City.
- iii. Describe internal controls and review them to ensure accuracy and identify any supplemental tasks or recommended alternatives.
- iv. Demonstrate the ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to City staff, elected officials, or the public.
- v. Include an estimated project timeline for the development impact fee nexus study and fee updates.
- vi. Include a schedule that includes resource (both City employees and vendor employees) requirements, a step-by-step work plan of all activities involved in the conduct of the work, and timelines for those steps, identifying major steps and milestones.

LOCAL AGENCY RESPONSIBILITIES:

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

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

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

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

CONSULTANT SELECTION RATING FORM		Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM	FIRM	FIRM	FIRM
Project Name: Parks Master Plan Project Number:	Date: 03/29/2023		QK			
			Score	Score	Score	Score
Evaluation Factor						
a. Capability to perform all or most aspects of the project.		0-10				
b. Recent experience in projects comparable to the proposed project.		0-10				
c. Firm's reputation for professional integrity and competence.		0-5				
d. Key personnel's professional background and caliber.		0-7				
e. Adequate qualified personnel available for assignment to the project.		0-5				
f. Recent experience in specialized areas of expertise associated with the project.		0-5				
g. Demonstrated ability to meet schedules or deadlines.		0-10				
h. Demonstrated ability to complete projects without having major cost escalations or overruns.		0-7				
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.		0-10				
j. Quality of project previously undertaken.		0-10				
k. Familiarity with and proximity to the geographic location of the project.		0-5				
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.		0-3				
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.		0-5				
n. Degree of interest shown in undertaking the project.		0-3				
o. Evidence that consultant is an equal opportunity employer.		0-2				
p. Proximity of firm's office to project.		0-3				
TOTAL SCORE:						
RANKING:						

SERVICE AGREEMENT

DATE:

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

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

Project Name:

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

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

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

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

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

injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants

and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Reimbursement for Master Plan Improvements (Adult Day Healthcare Center located at 262 N Second St)

SOURCE: Engineering and Project Management

COMMENT: The developer for a new Adult Day Healthcare Center, Jack Zakaryan, is requesting reimbursement for the cost of installing a new eight-inch water line per City Standards on Second Street between Putnam Avenue and Cleveland Avenue. There are areas in the downtown district that have undersized water mains or have surpassed their service life. In order for development to abide by new building standards, the existing lines need to be upsized or the existing lines have to be replaced since the existing lines are past their service life. The existing water main on Second Street is a four-inch asbestos line which is undersized and past its service life. Staff is aware of the deficiencies in the downtown water infrastructure and there is a program in place to allocate a budget amount each year towards an annual Downtown Pipe Replacement Program. However, funds were not allocated this fiscal year due to other projects taking priority. Funding is available for the improvements from a project that was planned for this fiscal year, but is delayed to next fiscal year due to environmental processing. Since the work is planned to be completed by the contractor, it would expedite the timing of the improvements for the development and residents in the area.

The developer requested multiple bids from qualified general engineering contractors for costs associated with the proposed water replacement on Second Street between Putnam Avenue and Cleveland Street, with the lowest bid being provided by Golden Valley Pipeline of Tulare in the amount of \$69,177. A contingency in the amount of \$12,823 to cover unforeseen circumstances is required for a total of \$80,000. Staff and the developer both agree that this bid is acceptable. Water revolving funds would be used as the source of funding.

RECOMMENDATION: That the City Council:

1. Authorize a reimbursement to Golden Valley Pipeline in a total amount not to exceed \$80,000 from Water Revolving funds upon completion of the work and receipt of an approved invoice from the Engineering & Project

Management Director.

ATTACHMENTS: 1. LOCATOR MAP
 2. Golden Valley Pipeline - Bid-for Council

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

2ND AVENUE WATER INFRASTRUCTURE PROJECT

OWNER	-
APN	-
AREA	-
ACRES	-
SCALE	N.T.S.
DATE	-
DRAWN BY	-
CHECKED BY	-

Date: 10/11/2024

Bond Rate:

Addendum:

RFI's:

Specialty: Storm Drain, Sewer, Waterlines

Contractor/ Builder:

Attn: Estimator

Wage Rate: Prevailing Wage

Project: 262 S. 2nd St - Porterville



WATERLINE (PREVAILING) \$ 69,177.00

Number of Available Crews: 1

Category	Description (Detail)	BID QTY'S			TOTAL
		QUANTIY	UNIT	UNIT PRICE	
WATERLINE					
	8" C900 DR-14	320	LF	\$	
	8" HOT TAP	1	LF	\$	
	8" GATE VALVE	1	LF	\$	
	8X2 BLOW OFF	1	EA	\$	
	R&R ASPHALT	1280	SF	\$	
				SUB TOTAL	\$ 69,177.00

Category	Description (Detail)	BID QTY'S			TOTAL
		QUANTITY	UNIT	UNIT PRICE	

EXCLUSIONS:

* COMPACTION TEST FEES, GRADING, BONDING, PERMIT FEES, SURVEYING FEES, SWPPP,



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Intent to Set a Public Hearing - Parks Impact Fees

SOURCE: Engineering and Project Management

COMMENT: As a part of the development of the Parks Master Plan, and in accordance with the Mitigation Fee Act and the Quimby Act, a fee study was completed to establish new Parks Impact Fee amounts based on updated cost estimates for the construction of new parkland and/or parks and recreation facilities and establishing the relationship between new development, the needed facilities, and the estimated costs of those improvements.

City staff endeavors to honor its commitment to the Building Industry Association (BIA) by providing 60-days notice prior to the effective date of new or adjusted impact fees. Notification was sent to the BIA and developers on or before November 4, 2024. Taking into account the 60-days notice and time to review any comments received, it is recommended to hold the public hearing at the regularly scheduled City Council meeting on January 21, 2025.

RECOMMENDATION: That City Council direct the City Clerk to notice a Public Hearing to consider the implementation of the City of Porterville's Parks Impact Fees update at the meeting of January 21, 2025.

ATTACHMENTS: 1. Impact Fee and Quimby Study - Parks Impact Fee

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

PARKS AND LEISURE MASTER PLAN IMPACT FEE STUDY

CITY OF PORTERVILLE



AUGUST 2024



IMPACT FEE STUDY

CITY OF PORTERVILLE PARKS AND LEISURE MASTER PLAN

Prepared for:

City of Porterville
Parks and Leisure Services Department
291 North Main Street
Porterville, CA 93257

Contact Persons:

Sarah Weaver, Project Manager
Phone: (559) 791-7843
Donnie Moore, Parks and Leisure Services Director
Phone: (559) 782-7539

Consultant:



901 East Main Street
Visalia, CA 93292
Contact: [Click here to enter text.](#)
Phone: (559) 733-0440

October 2024

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SECTION 1 - EXECUTIVE SUMMARY

The City of Porterville, as a part of its preparation of a Parks and Leisure Master Plan, has evaluated existing, future, and proposed park facilities within the City. The community's profile and demographics were evaluated, and representative community and stakeholder input was received via stakeholder interviews, community workshops and surveys, and a Parks and Leisure Services Commission Meeting. An inventory and needs assessment analysis was conducted, and design and development guidelines were established. Utilizing data received during the development stages, goals and policies consistent with the General Plan were established to determine opportunities, prioritization, and facility needs. This Impact Fee Study is based on the results of the analysis that went into the preparation of the Parks and Leisure Master Plan.

There are two fees proposed for update in this Study: a Park Impact Fee and a Quimby Act Fee. Both fees, when implemented together, work to achieve the City's goal of 4.55 acres per 1,000 persons established in the Parks and Leisure Master Plan. Both fees have been adopted for use by the City of Porterville in the past. The Parks Impact Fee charges new developments an impact fee that can be used by the City to construct new parks (Government Code Section 66002(c)(7)). The Quimby Act Fee requires developers of new subdivisions to set aside acreage within the subdivision and to improve it for a new park (Government Code Section 66005(b) and Development Code 407.01). This Study proposes new fee amounts based on updated cost estimates for the construction of new parkland and/or parks and recreation facilities. It should be noted that neither fee can be used to replace existing parks/facilities or for the operation and maintenance of parks. They may only be used to construct new or expand the acreage of existing parkland and/or parks and recreation facilities.

The Park Impact Fee was first adopted by resolution on January 5, 1999, under the Mitigation Fee Act. The Parks and Recreation Element of the City's General Plan identified the impacts of contemplated new development, excluding expansion of existing development, within the General Plan boundaries on existing or planned park facilities, along with an analysis of the need for both a new park facility and expanded park facilities and improvements required by new development. This required Study established and set forth the relationship between new development, the needed facilities, and the estimated costs of those improvements. The fees collected pursuant to this resolution can only finance park facilities described in the City's Park and Recreation Element. As required by the Mitigation Fee Act, changes to or the creation of additional impact fees that fall under the purview of this Act must include a study establishing their need and defining their use in a manner compliant with said Act. Currently, the only changes to the Park Impact Fee are allowed to be made to the annual increase based on the Engineering News-Record (ENR) Cost Index.

This Study provides the information and analysis to comply with the requirements of the Mitigation Fee Act (AB 1600). This Study will identify appropriate Park Impact and Quimby Act Fees for new development within the City of Porterville for parks as established in the 2024 City of Porterville Parks and Leisure Master Plan.

The Quimby Act Fee and the Park Impact Fee are mutually exclusive fees, but the City must clearly establish that the combination of the Quimby Act and Development Impact Fees [DIF] dedications do not together exceed the goals for park acreage in the General Plan. The purpose of this Study is to establish the methodology for establishing Development Impact Fees by calculating the cost to fund facilities required to accommodate growth. Quimby Act Fees must be imposed as a condition of approving a tentative map, but Development Impact Fees are imposed pursuant to general police powers. Quimby Act Fees may only be imposed pursuant to a regulatory scheme adopted by local ordinance; Development Impact Fees are imposed pursuant to an adopted regulatory scheme after adoption by City Council resolution; the Quimby Act contains an express provision addressing developer credit against private improvements, and the Development Impact Fee legislation does not.

The power to exact Development Impact Fees arises from a city's police power to protect public health, safety, and welfare. After the passage of Proposition 13 in 1978 and the decline in local government revenues, the local government increasingly has relied on impact fees to mitigate the impacts on city facilities and infrastructure created by new development. Communities have used Development Impact Fees to finance needed improvements or expansions of services that result from the increased service demand caused by new residential, commercial, and industrial development. In 1989, AB 1600 was signed into law in California. This law is codified as Government Code Sections 66000 through 66009. The law was recently amended by the State Legislature in 2022.

All levels of government in the U.S. are limited by the 5th Amendment to the Constitution, "...nor shall private property be taken for public use, without just compensation." Two U.S. Supreme Court decisions together provide direction to cities that desire, within the bounds of the Constitution, to charge exactions (impact fees) to offset the impact that new development places on essential city services.

The first case is *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987). The Nollans proposed the construction of a new two-story home to replace their existing one-story beachfront house overlooking the ocean. The new home was to have the same footprint as the existing home but was going to be taller than the existing home. As a condition of issuing a coastal development permit, the California Coastal Commission required that the Nollans grant a public access easement so that the public could walk across their property along the beach in front of their house. The Nollans successfully argued, and the U.S. Supreme Court held, that the exaction (the grant of public easement) was not related to the impact created by the development (increased building height). The Court set the legal standard that proof of such an "essential nexus" was required if the exaction was to be lawful. The California State Legislature passed AB 1600 in response to this decision. It codified many of the principles laid out in *Nollan* and established a statewide procedure for exacting certain fees from development projects.

The second Supreme Court case is *Dolan v. Tigard* 512 U.S. 374 (1994). In this case, Dolan applied to the City of Tigard, Oregon, for an expansion of her hardware store, which was located next to a stream within a floodplain. The city sought to condition the approval of her project upon the dedication to the city of the remaining floodplain land so that no buildings

could be constructed there. The Supreme Court found that, while the city had demonstrated the required essential nexus (expansion of the store would worsen flooding potential), the exactions the city demanded (give away the remaining land for free) were not roughly proportional to the project's impacts. In this case, the Supreme Court defined a two-part test for the exaction of real property, ruling that in order for a government to require project-specific exactions, the government must demonstrate that (1) an essential nexus exists between the legitimate public interest and the exaction imposed (as *Nollan* had held) and that (2) the nature of the exaction must be “roughly proportional” to the impact the project is creating.

In April 2024, the U.S. Supreme Court issued a unanimous decision in *Sheetz v. County of El Dorado*, 601 U.S. (2024), No. 22-1074, affirming that to comply with the Fifth Amendment of the Constitution, legislatively enacted Development Impact Fees must have an “essential nexus” to the government’s land use interest and a “rough proportionality” to the development’s impact on that interest.

Taken together, these cases, along with AB 1600, require that before a city may establish or increase a Development Impact Fee, it must do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Amendments to AB 1600 were made in 2022, which established an additional requirement. Unless special findings can be made, the impact fee should be based on the square footage of the new buildings being constructed. In past studies, the City of Porterville has used square footage or the number of residential units to determine impact fees. This Study will use the square footage of buildings as the basis for proposed impact fees.

This Study proposes that the maximum allowable Quimby Act assessment and Development Impact Fee to provide for new parkland to be as follows:

- **Require single-family developments to incorporate 0.0032 acres of miniparks per dwelling unit within the new subdivision (or an equivalent fee¹), and require a Development Impact Fee of \$3.563 per square foot for the City to use to construct new neighborhood parks.**
- **Require multi-family developments to incorporate 0.0022 acres of miniparks per dwelling unit within the new development (or an equivalent fee¹), and require a Development Impact Fee of \$4.720 per square foot for the City to use to construct new neighborhood parks.**

¹ See Section 3

SECTION 2 - INVENTORY AND NEEDS ASSESSMENT

Existing park needs were evaluated via an assessment to determine facility conditions. Through the public outreach process, future park improvements to existing parks were evaluated and prioritized by park classification in Table 2-1 below.

**Table 2-1
Park Inventory**

Existing Park	Park Classification	Acreage	Total Acres
Centennial Park	Minipark	0.4	1.4
Lions Minipark	Minipark	0.25	
Lime Street Minipark	Minipark	0.5	
North Park	Minipark	0.25	
Burton Ballfields	Neighborhood Park	5.4	20.5
Fallen Heroes Park	Neighborhood Park	2.3	
Hayes Field	Neighborhood Park	7.5	
Henry Street Park	Neighborhood Park	5.4	
Fourth Street Park	Community Park	11.8	173.7
Murry Park and Pool	Community Park	36.1	
Porterville Sports Complex	Community Park	72.7	
Santa Fe Sportsplex	Community Park	12	
Veterans Park and Skate Park	Community Park	26.5	
Zalud Park	Community Park	14.6	
Butterfield Historic Trail	Trailway	23.1	
Santa Fe Byway	Trailway	14.3	
Tule River Parkway	Trailway	48.3	
Total		281.3	

In addition to improving parks to meet the growing City's changing needs, additional park acreage will be needed as the population grows. Population growth is specific to the number of residents living in residential dwelling units. To measure the need for future parks as the City's population grows, a ratio was calculated that would measure against growth in a manner that kept the park acre ratio to residents proportional to existing conditions.

The City currently has a population of 62,558 and 281.3 acres of parkland. This translates into a ratio of 4.45 park acres per 1,000 population. With this current ratio, the City has maintained a favorable proportion of parks within comfortable walking or biking distance to most residents. Based on estimated population growth, the City's total park acreage needs to increase by 19.2 acres to 300.5 acres by 2039, an increase of 1.28 acres per year or 6.4 acres every five-year interval, to maintain its current ratio of 4.45.

For purposes of calculating impact fees and Quimby Act Fees, the future growth of park acreage was broken into categories of park classification (minipark, neighborhood park,

community park, or regional park). Future growth of parks was then identified as being attributable to the Quimby Act or impact fees as demonstrated in Table 2-2.

**Table 2-2
Park Classification by Fee Type**

Quimby Act Fees		Acres
Future Park	Minipark	0.6
Future Park	Minipark	0.6
Future Park	Minipark	0.6
Future Park	Minipark	0.6
Future Park	Minipark	0.6
Future Park	Minipark	0.6
Future Park	Minipark	0.6
Quimby Act Total		4.2

Impact Fees		Acres
Henry Street Park (new)	Neighborhood Park	5
Future Park	Neighborhood Park	5
Future Park	Neighborhood Park	5
Impact Fee Total		15

In the Parks and Leisure Master Plan, a range of cost estimates for developing a hypothetical new park were provided. Cost projections were established using the Opinion of Probable Improvement Cost (OPIC). Unit costs were evaluated by a licensed landscape architect and took into consideration unit costs from actual new parks recently constructed in Central California. The cost of developing parkland includes estimated acquisition and design costs. The costs in Table 2-3 are based on the costs shown in the Parks and Leisure Master Plan.

**Table 2-3
Proposed Park Cost Estimates**

Quimby Act Fees	Park Classification	Acreage	Cost
Future Park	Minipark	0.6	\$499,900
Future Park	Minipark	0.6	\$499,900
Future Park	Minipark	0.6	\$499,900
Future Park	Minipark	0.6	\$499,900
Future Park	Minipark	0.6	\$499,900
Future Park	Minipark	0.6	\$499,900
Future Park	Minipark	0.6	\$499,900
Quimby Act Total		4.2	\$3,499,300

Impact Fees	Park Classification	Acreage	Cost
Henry Street Park (new portion)	Neighborhood Park	5	\$2,040,750

Future Park	Neighborhood Park	5	\$4,081,500
Future Park	Neighborhood Park	5	\$4,081,500
Impact Fee Total		15	\$10,203,750

Table 2-4 shows the cost per acre of each of the two programs.

Table 2-4
New Park Acreage Distribution

Proportion of Quimby Act vs. Impact Fees		% of Total New Acreage	Cost	Cost per Acre²
Quimby Act	4.2 Acres	22%	\$3,499,300	\$833,167
Impact Fees	15 Acres	78%	\$10,203,750	\$816,300
Total	19.2 Acres	100%	\$13,703,050	--

The calculation of the Quimby Act Park Acreage Dedication is intended to result in the provision of 4.2 acres of parkland in the form of miniparks embedded in new residential subdivisions and constructed by the subdivider. The process of calculating the acreage based on the size of the subdivision is found in Section 3 of this report.

The calculation of the impact fee is intended to result in funding for 15 acres of new parkland. Developers would pay the City fee when occupancy permits for new dwellings are issued. The process of calculating the acreage based on the size of the subdivision is found in Section 4 of this report.

Both the Quimby Act Fee and the Development Impact Fee are to be charged to new residential development to maintain the 4.45 acres per 1,000 population.

² Excludes cost of acquisition, planning, and design

SECTION 3 - QUIMBY ACT

Based on the goals in the Parks and Leisure Master Plan, there would need to be a consistent ratio of 4.45 acres of parkland for every 1,000 persons associated with new population growth to keep up with the population growth estimated through 2039. With a projected population of 67,532 in 2039, there will be a growth of 4,974 persons from today's population. Based on the Quimby Act's proportional share of new park acreage established in Table 2-4, 22 percent of the proposed 19.2 new park acreage, or 4.2 acres of park, are attributable to Quimby Act Fees. This means the growth of population in 1,000-person increments will result in a need for Quimby Act-related park growth at 0.97 acres per 1,000 persons.

Table 3-1
Quimby Act Population Growth

Current Population	62,558
Population Growth (2039)	67,532
Difference in Population	4,974
Proportional Growth in Park Acreage ($4.45 \times 22\% / 1,000$)	0.97/1,000

Quimby Act Park Acreage Dedications are taken at the time developers build a new home. The need for the growth of parks is attributable to a ratio per 1,000 persons. At the time of building, the total number of persons per household is unknown. To establish an average person per household factor, census data from the American Community Survey was used to calculate, on average, how many persons live in a single-family dwelling unit versus a multi-family dwelling unit.

Table 3-2
Persons per Household

		Persons per Household
Single-family Population	50,475	3.3
Total Housing Units SF	15,358	
Multi-family Population	10,594	2.3
Total Housing Units MF	4,579	

Source: American Community Survey

For every 1,000-person growth in the population, the park dedications required under the Quimby Act will make up a total of 0.97 acres per 1,000 population. The share of acreage per person needs to be converted to the number of houses to determine the necessary number of acres per housing unit to dedicate to the Quimby Act share of park expansion. Tables 3-3 and 3-4 demonstrate the distribution and required dedication to maintain the current park per persons ratio in the City of Porterville.

Table 3-3
Park Acreage per Housing Unit (Single-family)

Single-family Home Park Dedication	Single-family
Quimby Act per 1,000 population	0.97 acres per 1,000 population
Single-family person per household	3.3 persons per household
Acres need per 1,000 homes (= 0.97 * 3.3)	3.2 acres per 1,000 homes
Acres per housing unit to dedicate	0.0032 acres per single-family home

Table 3-4
Park Acreage per Housing Unit (Multi-family)

Multi-family Home Park Dedication	MF
Quimby Act per 1,000 population	0.97 acres per 1,000 population
Multi-family person per household	2.3 persons per household
Acres need per 1,000 homes (= 0.97 * 2.3)	2.2 acres per 1,000 homes
Acres per housing unit to dedicate	0.0022 acres per multi-family home

The calculation above provides a scenario where a tangible amount of land must be dedicated and improved as a park to keep up with the built-homes ratio of persons per park acre under the Quimby Act.

At the discretion of the Community Development Director, a tentative map with less than 50 lots or a multi-family development with less than 50 units may pay an in-lieu fee instead of parkland dedication. The in-lieu fee can be calculated by determining the required dedication of park acreage multiplied by the cost per acre, which is based on the higher end of the estimated cost assumptions for new park development project cost/unit (Table 4-3).

If there is an over-dedication of park acreage for a new development – a credit may be calculated to offset the required impact fees for the project. The credit would be calculated by multiplying the cost per acre (Table 4-3) by the number/portion of acres in excess of the required dedication.

Here is an example describing how this is to be implemented:

A new tentative subdivision map is proposed that shows 150 new single-family homes and includes a 0.40-acre parcel for a new park within the subdivision. The Quimby Act Fee requires that 0.48 acres be dedicated and developed for a park (150 lots multiplied by the single-family acres per household factor of 0.0032 equals 0.48 acres). When the tentative map is approved, a condition should be added that requires the 0.40-acre park to be improved to the City's park standards at developer expense and then dedicated to the City. In addition, the developer should be required to pay the Development Impact Fee identified in Section 4 of this report as well as a fee of \$66,653.36 to cover the 0.08-acre difference between the 0.40 acres dedicated and the 0.48 acres that is required.

SECTION 4 - DEVELOPMENT IMPACT FEE

The City currently has a population of 62,558 and 281.3 acres of parkland. The City is currently at a ratio of 4.45 acres per 1,000 persons. The number of parks and open spaces allocated under the General Plan is larger than is required under the Quimby Act so Development Impact Fees will bridge the shortfall to 4.45 acres per 1,000 persons under new development. To maintain the ratio, the park acreage needs to increase to 300.5 acres by 2039. The total park acreage growth is demonstrated below.

Table 4-1
Park Acreage and Population Growth Matrix

Impact Fee Population Growth	
Current Population	62,558
Population Growth (2039)	67,532
Difference in Population	4,974
Current Park Acreage	281.30
Build-out Park Acreage	300.50
Growth in Park Acreage	19.20

As described in Section 3, the Quimby Act land dedication will cover 0.97 per 1,000-person growth in population or 4.2 acres total. This leaves 15.0 acres of the 19.2 needed to be funded by Development Impact Fees. Unlike Quimby Act requirements, impact fees must be charged per square foot of development rather than by a land dedication.

Using the existing ratio of multi-family and single-family homes established in Porterville, the estimated growth in population is distributed proportionally. In Porterville, 75.3 percent of the population lives in single-family homes, and 24.7 percent live in multi-family homes. Table 4-2 distributes the anticipated population growth by housing type. The table estimates the number of housing units that will house the projected population growth when multiplied by the average number of persons per household.

Table 4-2
Estimated Growth in Population and Dwellings by Housing Type

	Population	Persons per Household	Housing units
Total population growth (2039)	4,974		
Single-family population (75.3%)	3,745	3.3	1,135
Multi-family population (24.7%)	1,229	2.3	534

State law now presumptively favors that impact fees be charged based on a new building's square footage. Keeping park acreage proportional to their growth in population, an estimation of the number of housing units, as demonstrated in Table 4-2, is built upon. Table 4-3 takes the estimated number of future dwelling units and divides the total park impact cost by the estimated number of square feet in future homes.

The factor multiplied becomes the total number of square feet of housing units estimated to be built. The total cost for future parks is divided by the total number of square feet; the total impact fee per square foot can be established for both single-family and multi-family.

**Table 4-3
Impact Fee Calculation**

Total Park Impact Calculation	Single-family Dwelling	Multi-family Dwelling
Estimated Number of single dwelling Units	1,135	534
Estimated average sq. ft.	1,900	1,000
Total estimated sq. ft.	2,156,500	534,000
Proportion of Cost for 15 Acres of Parkland	\$7,683,423.75	\$2,520,326.25
Maximum Allowed Impact fee per sq. ft.	\$3.563	\$4.720

Non-residential land uses are not included in this impact fee. Table 4-3 takes the total number of planned units and multiplies it by the estimated average future residential square feet. Then 75.3 percent of the cost of 15 acres of parkland is divided by the total estimated square feet of future units to arrive at a proposed impact fee for single-family dwellings. Similarly, 24.7 percent of the total cost of 15 acres of parkland is divided by the total estimated multi-family square footage to arrive at a proposed impact fee for multi-family dwellings.

This fee should be adjusted annually based on the published Construction Cost Index. It is recommended that the City Council adopt new fees and authorize City staff to automatically adjust them each year.

ALTERNATIVE IMPACT FEE CALCULATION THAT INCLUDES NEW NON-RESIDENTIAL DEVELOPMENT

As an alternative to the maximum allowed impact fee shown in Table 4-3, new non-residential development could also be required to pay an impact fee. It can be reasonably assumed that non-residential uses have staff that utilize Parks, thus impacting them. The inclusion of requiring non-residential development to pay an impact fee will not necessarily generate more money in fees. What it will do is reduce the impact fee for residential developments. The City can choose to adopt an impact with or without including non-residential development. If non-residential is included, the fee would be calculated as follows:

The generation of \$10,230,750 in fees to fund 15 acres of new parkland would still be the goal. To fairly distribute these costs to new development, we can assume that while residents can frequent parks 16 hours per day, employees of non-residential uses can only frequent parks for at most two hours a day, during lunch hour and ½ hour before and after work. So non-residential uses should contribute 1/9th of fees (or \$1,136,750) and

residential development contribute 8/9ths of fees (or 9,094,000). The residential distribution of the fee between single-family (75.3%) and multi-family (24.3%) development would remain the same as in Table 4-2 and Table 4-3. Table 4-4 shows the alternative calculation of the impact fee when non-residential development is included. Table 4-5 shows the complementary calculation for an alternative impact fee which includes commercial, office and industrial uses.

Table 4-4
Alternative Residential Impact Fee Calculation

Total Park Impact Calculation	Single-family Dwelling	Multi-family Dwelling
Estimated Number of single dwelling Units	1,135	534
Estimated average sq. ft.	1,900	1,000
Total estimated sq. ft.	2,156,500	534,000
Proportion of Cost for 15 Acres of Parkland	\$6,847,782	\$2,246,218
Maximum Allowed Impact fee per sq. ft.	\$3.175	\$4.206

Table 4-5
Alternative Non-Residential Impact Fee Calculation

Total Park Impact Calculation	Commercial Uses	Office Uses	Industrial Uses
Estimated undeveloped acres	49	5	1,158
Estimated Potential building sq. ft. of new development ³	533,610	54,450	10,088,496
Estimated ratio of new employees based on building sq.ft. ⁴	2.5 emp. per 1,000 sq.ft	4.17 emp. per 1,000 sq.ft	1.25 emp. per 1,000 sq.ft
Estimated new employees	1,334	227	12,611
Percentage of non-residential impact	9.4%	1.7%	88.9%
Proportionate share of \$1,136,750	\$106,854.50	\$19,324.75	\$1,010,570.75
Maximum Allowed Impact fee per sq. ft.	\$0.200	\$0.355	\$0.100

³ Estimating 0.25 Floor Area Ratio (FAR) for commercial and office uses and 0.2 FAR for industrial uses.

⁴ Based on data in LAUSD School Facilities Plan, February 24, 1998. Table 6-1, "Employees per Square Foot of Building Area,"

SECTION 5 - RESIDENTIAL FEASIBILITY ANALYSIS

In addition to determining the impact fees related to improvements needed for new development impacts, it is important to consider the implications of imposing fees. It must be understood the level of ability of residential development and land to absorb the added cost of new or increased impact fees in addition to other development costs so that impact fees do not inhibit housing production. Especially in California, it is important that policymakers understand the link between their chosen residential impact fee levels and the impact those fees might have on housing outcomes to balance their community's need for fee revenues with new housing construction. Although impact fees increase housing costs, they also fund public facilities that improve the City, promote quality of life, and enhance land values.

It is important to understand the implications of imposing fees. Development occurs strategically and often with years of research and capital investments during the predevelopment period. Prior to starting construction, a developer must be able to demonstrate to its investors and lenders that a project is financially feasible, meaning that a new housing development will generate sufficient revenues and returns to meet capital obligations.

For a development to be feasible, it must consider its revenues, costs, and return on investment. The anticipated return must be equal to or higher than market-driven return metrics that investors and lenders indicate they will be able to underwrite to determine whether to provide capital funding. The returns can be measured via return on development cost, return on cost (yield on cost), or return on sale (net margin).

An example of an illustrative residual land value analysis is provided below.

Example:

It is assumed that the median home price for a 2,000-square-foot single-family detached home in July 2024 is \$362,500. When considering all revenues and costs, the average return on investment is approximately 15 percent.

For purposes of demonstrating how much of an effect these impact fees/Quimby Act fees have on a development return, the table below demonstrates the effect that the change from current to proposed fee costs will have on return on investment. The difference in impact fees may result in the return to be adjusted accordingly.

Table 5-1
Effect of Impact Fees on Estimated Return on Investment

	Fee	Estimated Return
Current Impact Fees and Quimby Act equivalent fees for one single-family home	\$960	15.0%
Proposed Impact Fees and Quimby Act equivalent fees for one single-family home	\$4,070	14.1%

The proposed fee would increase the cost of a single-family residential unit's impact fees at 2,000 square feet from \$960 to \$4,070. When you consider the impact of \$3,110 on a home's total return, the margin of return is reduced from \$54,375 to \$51,265, which represents a return on investment from 15 percent to 14.1 percent.

Revenues and costs fluctuate for each development depending on the specific specifications of the house being built. It is not expected that the difference between existing and proposed fees is significant enough to deter a developer from developing a project because of this increased fee, which would promote a better quality of life in Porterville.



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: City Easement Conveyance to Southern California Edison (SCE) Company - Well No. 34

SOURCE: Engineering and Project Management

COMMENT: Southern California Edison is requesting an easement from the City for the purpose of extending and maintaining electrical service and related facilities along Redondo Street north to the Well 34 site. This work will provide power for the well pumping station as well as a power source for the "Center" Friant-Kern Canal Turnout and is required for both facilities to function.

RECOMMENDATION: That the City Council:

1. Approve the draft Resolution Authorizing a Grant Deed of Easement to Southern California Edison Company;
2. Accept Southern California Edison's request to have the City convey an easement to extend electrical service and related facilities down Redondo Street to the Well No. 34 site;
3. Authorize the Mayor to sign the Grant of Easement; and
4. Authorize the City Engineer to mail the signed Grant of Easement to Southern California Edison company for recordation.

ATTACHMENTS:

1. Locator Map
2. Draft Resolution
3. Grant of Easement Document
4. Easement Exhibit

Appropriated/Funded:

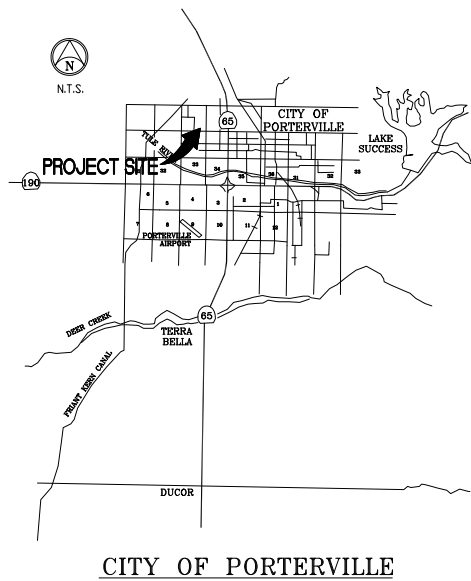
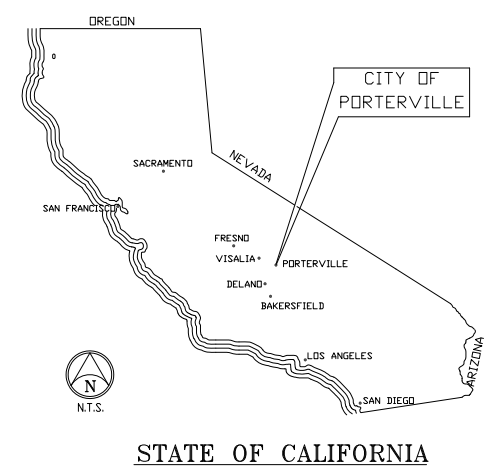
Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

WELL NO. 34 FACILITY

DRILLING OF A MUNICIPAL WATER WELL



VICINITY MAP
SCALE: NTS



DESIGNED BY RCE 60960
CURTIS SKAGGS (12-31-22)

REVIEWED BY: MICHAEL L. KNIGHT
DIRECTOR OF PUBLIC WORKS

CITY OF PORTERVILLE
TULARE COUNTY, CALIFORNIA

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING A GRANT DEED OF EASEMENT TO SOUTHERN CALIFORNIA
EDISON COMPANY**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby grants to Southern California Edison Company, its successors and assigns, an easement and right of way to construct, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications in, on, over, under, across and along that certain real property in the County of Tulare, State of California, described as follows:

AN 11.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DEPICTED AS "17.52 AC. GROSS" PARCEL ON A RECORD OF SURVEY MAP RECORDED IN BOOK 19, PAGE 96 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HEREINAFTER REFERRED TO AS "LAND", THE EASTRLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID "LAND" WITH THE NORTHERLY LINE OF HENDERSON AVENUE, 25.00 FOOT HALF-WIDTH, AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID EASTERLY LINE, NORTH 00°18'12" WEST 322.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 00°18'12" WEST 800.00 FEET TO THE **POINT OF TERMINUS**.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00</u>		DISTRICT San Joaquin Valley	SERVICE ORDER TD2175301	SERIAL NO.	MAP SIZE
SCE Company		GVM LV-1294-B	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 240-050-005	VEGETATION & LAND MANAGEMENT	SLS/PM	08/02/2024

CITY OF PORTERVILLE, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires and other appurtenant fixtures and/or equipment necessary or useful, for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of Tulare, State of California, described as follows:

AN 11.00 FOOT WIDE STRIP OF LAND LYING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DEPICTED AS "17.52 AC. GROSS" PARCEL ON A RECORD OF SURVEY MAP RECORDED IN BOOK 19, PAGE 96 OF LICENSED SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, HEREINAFTER REFERRED TO AS "LAND", THE EASTERLY LINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID "LAND" WITH THE NORTHERLY LINE OF HENDERSON AVENUE, 25.00 FOOT HALF-WIDTH, AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID EASTERLY LINE, NORTH 00°18'12" WEST 322.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 00°18'12" WEST 800.00 FEET TO THE **POINT OF TERMINUS**.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

EXECUTED this ____ day of _____, 20____.

GRANTOR

CITY OF PORTERVILLE, a municipal corporation

Signature

Print Name

Title

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 _____)

On _____ 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.

Signature _____ (Seal)



SCE EASEMENT
11' WIDE

CREEKVIEW ESTATES
S.M. 37/66

17.52 AC. GROSS
RECORD OF SURVEY
L.S. 19/96

THETA AVENUE

WINDSOR COURT SUBDIVISION
S.M. 44/31

McCOMB AVENUE

POR. SE 1/4 OF SEC. 20
T21S, R27E, M.D.B.M.

TPOB

WINDSOR COURT SUBDIVISION
S.M. 44/31

N00°18'12"W
322.53'

REDONDO STREET

HENDERSON AVENUE

POC

25'

LEGEND



DENOTES
SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT

TPOB = TRUE POINT OF BEGINNING

SCE EASEMENT

DSE802389461

TD2175301

SLS/PM

08/02/24



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Execute Agreement - Navigation Center Expansion Project

SOURCE: Engineering and Project Management

BACKGROUND:

COMMENT: At its meeting on July 16, 2024, the City Council authorized the distribution of a Request for Proposals (RFP) for the design and installation of a prefabricated dining facility with commercial kitchen and office space and a sanitation facility with public restrooms and showers as an expansion to the Porterville Navigation Center (PNC).

On September 9, 2024, staff received one (1) proposal in response to the RFP. The lone response was received from TMJ Construction, Inc of Bakersfield as a "Joint Venture" with Andrew Goodwin Design. Staff reviewed the proposal received in accordance with the "Policy for Selecting Consultants to Provide Architectural, Engineering, and Similar Services" to ensure the submitting firm is qualified and that their proposal met the guidelines of the RFP. Staff determined during the review that the firm was both qualified and capable of completing the project however, the proposed estimate for the work far exceeded the anticipated budget for the project.

It is important to note that funding for this project included American Rescue Plan Act (ARPA) funds, which must be allocated to a project before the end of this calendar year, limiting staff's ability to entertain a rebid for the project and leading the desire to attempt negotiations for a reduced scope with the lone responding firm. Before beginning any talks with the submitting firm regarding the costs and options for the project, staff made an effort to contact the other firms listed as plan holders for the project to determine why they did not submit proposals. The responding firms' explanations included; they were not able to provide both the design and the construction of the project, the small size of the project did not justify the distance of travel for them, they did not have enough time in their schedule to accommodate this project, or they did not take on projects that were not already designed.

After receiving the multiple responses from the different firms proving their inability or disinterest in participating in the project, staff reached out to the one (1) responding firm to see if any reductions were possible to complete this project closer to the anticipated budget. A modified proposal was provided that accounted for all the requested amenities but at a reduced scale. The revised proposal was in the amount of \$2,459,994. An additional \$246,000 is necessary for construction contingency (10%) and \$100,000 is required for construction management, surveying, quality control and inspection services, equating to a total construction cost of \$2,805,994.

As previously stated, funding for this project is provided by ARPA funds in the amount of \$2,500,000. An additional \$305,994 is required to fully fund the project. There are a few funding options available to staff to cover the shortfall, but those options require a process to implement them. The shortfall in funds predominately affects the contingency portion of the total cost, which would not prevent the project from starting the design process. Staff will bring an item back to City Council at a future date to address and allocate the \$305,994 needed before actual construction work starts.

Staff has found the revised proposal acceptable.

ANALYSIS: N/A

ENVIRONMENTAL REVIEW: Construction and operation of the proposed buildings is considered a "project" under the California Environmental Quality act as defined in CEQA Guidelines Section 15378. Guidelines Section 15303, New Construction or Conversion of Small Structures, provides an exemption from CEQA for projects that would construct not more than four buildings not exceeding 10,000 square feet in the aggregate, along with minor accessory structures and necessary utilities. Since the proposed project consists of two buildings totaling approximately 3,120 square feet along with minor appurtenant facilities and utilities, the Environmental Coordinator has made a preliminary determination that it is exempt from CEQA under Guidelines Section 15303.

RECOMMENDATION: That the City Council:

1. Finds that construction and operation of the expansion of the Porterville Navigation Center as proposed herein is categorically exempt from the California Environmental Quality Act under CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures.
2. Authorizes the Mayor to execute the project contract with TMJ Construction, Inc of Bakersfield (as a "Joint Venture"

with Andrew Goodwin Design) for the design and installation of the expansion to the Porterville Navigation Center in the amount of \$2,459,994;
3. Authorizes progress payments up to one hundred percent (100%) of the contract amount; and
4. Directs staff to bring an item back to City Council at a future meeting to allocate the additional \$305,994 needed to fully fund the construction portion of the project.

ATTACHMENTS:

1. Locator Map
2. Draft Contract Agreement

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

Locator Map Porterville Navigation Center



140 S C St

 Project Location

1 in = 500 feet



Date Printed: 6/27/2024 by the Community Development Department

CONTRACT AGREEMENT

NAVIGATION CENTER EXPANSION PROJECT BID No. 24/25-SR1975

THIS AGREEMENT, made and entered into this ____ day of __, 2024, by and between the City of Porterville, a Municipal Corporation of the State of California, duly organized, existing and acting pursuant to the laws thereof with its principal place of business in the City of Porterville, California, hereinafter designated as the City, party of the first part, and

_____ hereinafter designated as the Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. The contract documents for the aforementioned project shall consist of the Notice Inviting Sealed Bids, Proposal, Standard Specifications, Special Provisions, Plans and all referenced specifications, details, standard drawings, and appendices; together with this Contract Agreement and all affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II. For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees with the City to furnish all materials, equipment, tools and labor and construct facilities for the City; to perform and complete in a good and workmanlike manner all the work shown on the plans and described in the specifications; and to fulfill all other obligations as set forth in the contract documents.

Said awarded contract amount:

ARTICLE III. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. The City hereby promises and agrees to employ said Contractor to provide the materials to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE V. The Contractor shall have the work completed by summer of 2025. The Contractor shall provide the means necessary to complete the required work within the allotted time frame. Should the Contractor fail to complete this contract, and the work provided therein within the time fixed for such completion, the Contractor shall become liable to the City for all loss and damage which the latter may suffer on account thereof; and it is hereby agreed and understood that it is and will be difficult and impossible to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay. It is therefore agreed that said Contractor will pay to the City the sum of Three Thousand Dollars **(\$1,200) per day** for each and every day of delay beyond the time herein prescribed in finishing said work as liquidated damages, as herein provided, and in case the same is not paid, agrees that said City may deduct the amount thereof from any money due or that may become due said Contractor under this contract. All deductions from any money due the Contractor are considered to be liquidated damages and not a penalty. This paragraph does not exclude the recovery of damages under other provisions of the Contract Documents.

The Contractor shall not be charged with resulting damage if:

- (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers and;
- (2) The Contractor, within 10 days from the beginning of any such delay, (unless the Engineer grants a further period of time before the date of final payment under the contract) notifies the Engineer in writing of the cause of delay. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of facts shall be final and conclusive on the parties.

Should the contractor fail to begin work or halt work for a period of time equal to one-half (½) the original or amended contract completion time, the City shall call the contract bonds so the work can be completed by the City. Working days shall not include weather days, Saturdays, Sundays, or legal Federal holidays.

ARTICLE VI. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VII. Contractor agrees to indemnify and hold harmless City and all of its officers, agents, employees, and assigns from any and all claims, demands, or causes of action, including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder, regardless of the existence of passive concurrent negligence on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification requirement is not intended to relieve City from liability for the active negligence of City, its officers, agents and employees.

ARTICLE VIII. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE IX. The Notice Inviting Proposal, Proposal, Non Collusion Affidavit, Bond for Faithful Performance, Bond for Material men and Laborers, Contract Agreement, Request for Proposals, and the Plans to be provided and approved mentioned therein together with all appendices, all of which are hereto attached, are hereby incorporated in and made part of this Agreement.

ARTICLE X. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

(City Seal)

CITY OF PORTERVILLE

ATTEST:

By _____
Martha A. Flores, Mayor

Patrice Hildreth, City Clerk

Contractor

By _____

Title _____

"Attachment A"

PROPOSAL FORM

RFP No. SR 1975

Submit this Form, completely filled out and signed, along with your completed Proposal, which must include the below listed items in the Request for Proposal.

Proposal must include the following items:

1. ☒ INTRODUCTION (See Pages 8,9)
2. ☒ LIST OF SUBCONTRACTORS (See Pages 2, 3, 13)
3. ☒ ITEMIZED LIST OF ALL COSTS (See Pages 14, 15)
4. ☒ DESIGN CONCEPT (See Pages 16 - 19)
5. ☒ WORK PLAN (See Pages 20, 21)
6. ☒ PROJECT SCHEDULE/TIMELINE (See Pages 22)
7. ☒ REFERENCES (See Pages 6)
8. ☒ GUARANTEE (See Pages 4)
9. ☒ INSURANCE CERTIFICATION (See Pages 5)
10. ☒ ARCHITECT' INFO & EXPERIENCE (See Pages 10 - 12)

The undersigned offers and agrees to perform all work, upon which the prices are quoted, at the price set on the Proposal Form, if this Proposal is accepted within sixty (45) days of the submission due date. The undersigned certifies that all restroom building equipment and materials specified in this proposal meet or exceed all required standards. The undersigned further agrees that if approved, building installation work will be provided by a licensed contractor qualified to install this type of equipment.

Proposer acknowledges receipt of the following Addenda: ADDENDUM #1 (See Page 7)

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the Proposer, this proposal may be rejected.

TOTAL COST OF PROPOSAL: \$2,361,745.00 (without P&P Bond)*

\$2,459,994.00 (with P&P Bond) *

PROPOSER'S INFORMATION

(*) PAYMENT TERMS for MODULAR BLDGS (See Page 23)

By signing below, the signee name below is authorized to do so for the listed company, as listed on the Bidders Information section and by electronically signing below, the business named below expressly agrees to execute this contract electronically and each signature signifies as a legally bound e-signature per the U.S. Electronic Signature and Records Association Act and Uniform Electronic Transitions Act.

By signing below, I certify all of the above figures have been carefully checked and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

By signing below, I certify I have visited the project site, aware of existing conditions which affect the

work, and reviewed the Contract Documents, including all Addenda.

By signing below, I certify under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

By signing below, I certify under penalty of perjury under the laws of the State of California and the United States of America, that Non-Collusion Declaration of Contractor; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

1. Proposing Firm TMJ CONSTRUCTION INC.	2. ☐ Type of Business ☒ Corporation ☐ Jt. Venture Partnership ☐ Individual DBA
3. Business Address 15608 AZALEA SPRINGS AVE	4. Telephone Number (661) 520-8259 ()
City State Zip BAKERSFIELD, CA 93257	5. Fax Number (661) 695-4924
6. E-mail Address edafelucidario@tmjconstructionco.com	8. Signature of Authorized Person 
7. Name of Authorized Person ED A. FELICIDARIO	

LIST OF SUBCONTRACTORS

The undersigned certifies that he/she has used the sub-bids of the following listed Subcontractors in making up his/her Proposal, and that the duly licensed Subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of these Specifications and Plans.

CLASSIFICATION	SUBCONTRACTOR	ADDRESS & TELEPHONE NO.	STATE LICENSE

SEE SEPARATE SPREADSHEET (PAGE 9) FOR
LIST OF SUBCONTRACTORS

	SEE SEPARATE SPREADSHEET FOR LIST OF SUBCONTRACTORS		

OCTOBER 22, 2024

Date

TMJ CONSTRUCTION INC. - ED A. FELICIDARIO

Proposer's Name

GUARANTEE

The undersigned guarantees to the Owner

That the construction and installation of work for:

Project: TMJ CONSTRUCTION INC.

Contract: RFP #24/25-SR 1975 - Design/Installation of Prefabricated Dining Hall and Sanitation Facility

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which the contract is accepted by the owner, the undersigned agrees to reimburse the Owner, upon demand, for its expense incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the owner, to replace any such material and to repair said work completely without cost to the owner, so that said work will function successfully as originally contemplated.

In the event the owner elects to have said work performed by the undersigned, the owner undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor:

Business Name: TMJ CONSTRUCTION INC.

Name: ED A. FELICIDARIO

Title: PRESIDENT

Signature:  Date OCTOBER 22, 2024

INSURANCE CERTIFICATION

By signing below, I hereby certify that

TMJ CONSTRUCTION INC.

(Insert company name)

is currently insured by an insurance company that is an "Authorized" carrier by the Insurance Commissioner of the California State Department of Insurance to transact the business of insurance in the State of California and shall be written by insurers with a current A.M. Best Rating of "A-" or better, and a financial size of "VII" or greater. Said insurance will expire on SEPTEMBER 28, 2025

I further hereby certify that, as the signer of this Bid Proposal, I have read and understand the City's insurance requirements as described in the Section entitled "Certificate of Insurance" within these Specifications and that proof of insurance shall be required before the Public Works Services Contract is recommended for award. Such proof shall be provided on an ISO Accord 25(s) form and an endorsement naming the City of Coalinga as additionally insured is on the ISO CG 20 10 11 85 form or any other comparable endorsement, which does not further limit coverage, and which may be approved and accepted by the City.

ED A. FELICIDARIO

(Print name)

Signature of Bidder: _____



OCTOBER 22, 2024

(Date)

REFERENCES

The Proposer shall provide below at least three (3) separate project references with similar size and design of building and restroom services as specified herein for a previous five (5) year period from the issuance of this document.

Reference #1	
Client	CITY of PORTERVILLE
Contact Name	SARAH WEAVER
Phone Number	(559) 782-7499
Email	sweaver@ci.porterville.ca.us
Project Name	FIRE STN 72 CLASSROOM REMODEL
Description and Year Completed	Remodel of an existing Fire Station Classrooms, including adding (4) Showers, Men's & Women's Restrooms. Project was completed in March 2024.
Reference #1	
Client	YK America
Contact Name	DAVID WANG
Phone Number	(626) 327-4792
Email	DavidW@ykamerica.com
Project Name	GRAPEVINE VILLA APARTMENTS, DELANO CA
Description and Year Completed	New construction of (12) 12-Unit Apartment Bldgs and a 2,500SF Community Bldg & Pool, including Offsite & Onsite Construction, Coordination with Utility Companies & City. Project was completed in November 2019.
Reference #1	
Client	NNN RETAIL DEVELOPMENT
Contact Name	DAVID CHURCH
Phone Number	(848) 354-0007
Email	david@nnnretaildevelopment.com
Project Name	DOLLAR GENERAL STORE, RIVERBANK CA
Description and Year Completed	New construction of a 9,100 SF pre-mfd steel building with CMU stem walls, tenant improvements, Onsite & Offsite Improvements, Coordination with Utility Companies & City. Project was completed in October 2019.

NOTE: For specific construction and installation of Modular Buildings, we are planning to hire a modular building supplier & contractor with extensive experience in the modular building systems construction. We will coordinate, schedule and perform the design / engineering / permitting of these and allo associated work. See cost breakdown for details.

**CITY OF PORTERVILLE
CALIFORNIA
DESIGN/INSTALLATION OF PREFABRICATED
DINING HALL AND SANITATION FACILITY
RFP NO. 24/25-SR1975**

BEGINNING OF ADDENDUM No. 1

Date: August 22, 2024

ITEM No. 1

On page four (4), Section VI, of the RFP, change submittal deadline from Friday, August 30, 2024, by 4:00 pm to **Monday, September 9, 2024, at 4:00 p.m.**

END OF ADDENDUM No. 1

/s/ Janie Rodriguez, Purchasing Agent

This addendum must be signed and submitted with the bid proposal.
Bid proposals submitted without this sheet will not be considered.

Firm: TMJ CONSTRUCTION INC.

By: ED A. FELICIDARIO



Authorized Signature

Date: OCTOBER 22, 2024



TMJ Construction Company
CSLB License Number 1016613
661-520-8259
edafelucidario@tmjconstructionco.com

September 9, 2024

Ms. Claudia Calderon
Community Development Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

SUBJECT: PROPOSER's INTRODUCTION LETTER

REFERENCE: Design / Installation of Prefabricated Dining Hall & Sanitation Facility
Porterville Navigation Center (PNC)
140 S C Street, Porterville CA 93257

Dear Ms. Calderon,

I would like to express our gratitude in acquiring this invitation to provide a bid proposal for the above-referenced project.

TMJ Construction has been in business since July 2016, after careful consideration and urging from clients, industry associates and family members for a lot of years.

I've personally been in the construction industry since early 1993 after graduating from Cal Poly San Luis Obispo with a Bachelor's of Science degree in Mechanical Engineering in 1992.

I was hired as a mechanical designer for a M/E/P contractor in Santa Barbara CA, but was quickly promoted to an estimator, buyer, a project engineer and eventually a senior project engineer. This contractor's work was mostly in the public sector with clients such as the US Navy, Air Force, SB Airport, City of Santa Barbara to name a few. After 4+ years in Santa Barbara, I moved to Irvine CA to pursue work in the private sector as a project manager mostly running projects in the retail, multi-family housing, industrial, hospitality and commercial office projects.

Working in Irvine for over 6 years and raising (2) toddlers with a 3rd on the way, my wife and I made a family decision to leave the rat race of Orange County to move back "home" closer to family to raise our (3) children in Bakersfield CA in late 2003.

Over the past 20 years, I've worked for a large contractor for over 11 years as a project manager and eventually left them for a better opportunity to work initially for one of my colleagues from Irvine as a Principal to develop and build the Southwest side of Delano from 2012 – 2016, developing and building approximately 120 acres of retail, including offsite & onsite construction such as approx. 5-6 miles of street improvements, traffic lights, irrigation & landscaping, underground wet & dry utilities.

From 2016 – 2019, I brought in financial partners to complete the project that my colleague and I started, which included the multi-family and hospitality projects.

The covid pandemic of 2020 was devastating for the growth of TMJ Construction. We not only missed out on the second phase of the multi-family housing project, but also lost (3) retail pad buildings which were scratched due to economic crisis in the retail and restaurant industries.



TMJ Construction Company
CSLB License Number 1016613
661-520-8259

edafelicidario@tmjconstructionco.com

However, we were blessed to have survived the pandemic and economic crisis by performing smaller projects and concentrating on customer service, quality of work and responsiveness. We've continue to grow exponentially from literally "zero" work from most of 2020, with 2024 being the best year to date, since 2019.

Our staff is made up of career construction workers and leaders. My main superintendent has over 20 years of experience, while my office support have over 15 years of construction service experience in accounting and project coordination.

In addition, we've partnered with a local, AGD, who has extensive experience in public works and private sector projects as it relates to restaurant kitchens and dining halls, office buildings, restroom and shower facilities.

We offer an extensive background in pre-construction planning and project execution, which bodes well for the immense amount of work that will be required to coordinate, designate and schedule work outside of our scope of work, particularly the cross coordination with our architect partner and its design consultants and engineers and the modular building systems designers and engineers. TMJ Construction will set-up and conduct these meetings until we acquire the plan check set of plans for submittal to the City of Porterville.

Moreover, during the construction phase, our process in communicating with and coordinating and schedule the trades have been proven successful.

We will provide 4 week lookahead schedules to all of the subcontractors on a weekly basis, in addition to contacting them via phone calls, texts and/or emails prior to start of their specific work to ensure that they have the materials ordered and ready to mobilize and provide their construction services when called upon to alleviate needless delays.

For an extensive look at our detailed Work Plan, please see attached Work Plan Narrative and Construction Schedule for your reference.

In conclusion, I'd like to reiterate our gratitude for this opportunity and look forward to hearing back from you in this regard.

Please contact me at your earliest convenience via email or phone call, if you have any questions or need any additional information in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed A. Felicidadario', with a long horizontal line extending to the right.

Ed A. Felicidadario
TMJ Construction Inc.

YEAR FOUNDED

2015

ORGANIZATIONAL STRUCTURE

California Corporation
EIN 3942961

Small Business Certification ID
2030513 (California)

NUMBER OF OFFICES

1238 Monterey Street
San Luis Obispo, CA (Headquarters)

311 N 2nd Street, Suite B
Porterville, CA (Central Valley Office)

SATELLITE OFFICES

Salinas, CA
Ventura, CA
Davis, CA (coming Fall 2024)

CORPORATE OFFICERS

Andrew Goodwin, President
Elyse Goodwin, Secretary/Treasurer
Alex Ceballos, Partner
* above are owners as well

EMPLOYEES

16 TOTAL

Regional to Livingston: 2
State of California: 16

POINT OF CONTACT

Andrew Goodwin, AIA, NCARB,
C34213
Owner/Principal Architect
1238 Monterey Street
San Luis Obispo, CA 93401
513.505.9373 (cell)
805.439.1611 x109 (office)
andrew@andrewgoodwin.us

COMPANY HISTORY

Andrew Goodwin Designs (AGD) is an architecture and design practice with a strong focus on sustainability and social impact. AGD has offices on the Central Coast and in the Central Valley of California, and its current work includes providing design and architecture services to clients primarily throughout California. AGD's company services include architecture, design, and planning and project types range from education, boutique commercial, hospitality, residential and community or civic projects. AGD's work also allows the team to continue to provide pro-bono services to non-profits throughout the world when the need arises.

Our mission is to design projects that transform lives and living through a spirit of stewardship for our clients, communities, and the environment. We achieve our mission through stewardship of our talents, work, environment, and personal lives. We search for quality in our design and architecture that does not compromise our mission of stewardship.

AGD has received numerous awards including the AIA CA Norma Sklarek Award 2017, AIA Emerging Professionals Exhibit 2017 "Citizen Design" and numerous AIA CCC Citation Awards and Project of the Month Awards. In 2023, Andrew Goodwin, AIA was awarded the Young Architect Award by the AIA California Academy of Emerging Professionals for outstanding achievements in the first 10 years of being a licensed architect.

LENGTH OF EXPERIENCE

AGD's team for this proposal will include Principal Andrew Goodwin, AIA and Senior Architect Michael DeMartini, AIA. The two Architects on this project have over 35 years of experience providing design and architecture services for cities and municipalities. Associate Project Manager Angelique Macklin, Job Captain Josebet Luna, and Job Captain Ryan Tran will accompany the team as needed to provide redundancy in support.

Andrew Goodwin, AIA (Principal Architect) has worked as a lead designer, project manager, and project architect on libraries, city halls, community centers, and similar public buildings since 2007. Over the past ten years, he has led the design and architecture of the award winning Sunzu Yacu Community Center in Rwanda, the Conejo Community Center and Park in Thousand Oaks, and the Leroy Park Community Center in Guadalupe, California.

Michael DeMartini, AIA (QA/QC) has been working on public buildings since 2003. Over the past 10 years, he has been the lead Project Manager/ Senior Architect for the Guadalupe LeRoy Park Community Center, the Conejo Community Park Center, Atascadero Public Library, and the Betteravia Government Center in Santa Maria.

SERVICES

Planning

Land Use Planning
Development and PreDesign
Space Planning
Community Engagement
Campus Master Planning
Facilities Master Planning

Architecture

Civic and Public Works
Parks and Recreation
K-12 Education
Retail
Housing
Hospitality
Office and Commercial

Design

Full-Scope Design Services
3D Modeling and Simulations
Sustainable Design
LEED Certification
Feasibility Studies
Branding
Visualization

CLAIMS AND FAILURES HISTORY

AGD has no history of errors and omissions within the lifetime of the firm. Over the life of the firm, the team at AGD has made it a point to work with all clients and consultants to maintain a high level of scrutiny over the design and engineering services provided. This also means that if there is an issue during construction that AGD takes all necessary professional, legal, and financial steps to make things correct in the eyes of all parties involved. This is why there have been no claims made to date.

AGD and our staff have no open civil or criminal litigations and there are no pending lawsuits. AGD maintains that there are no contract failures or claims.

FINANCIAL STABILITY

AGD has maintained a steady growth in staff and gross revenue since its inception in 2015. AGD was incorporated in 2015 from a sole proprietorship in 2014. Between the years of 2015 and 2024, AGD has maintained its designation as a Small Business Certified in the State of California (SB Micro). The Small Business Certification is due to expire in 2025.

As a corporation, AGD maintains a health bank account with Wells Fargo Bank and Coast Hills Credit Union. AGD has no lines of credit, has no debt, and is not leveraged against anything. AGD has a healthy amount of projects in other divisions, not effecting this contract, that keep the office financially stable. Our work in residential, commercial, and education sectors have helped to provide a healthy financial balance during economic turmoil.

QUALIFICATIONS

AGD has been dedicated to helping communities around California in their desires to provide safe, equitable, and dignifying community assets such as community centers, parks, and libraries since our inception. We fight for our clients, and this means helping with grant proposals, capital campaigns, and public outreach, in order for all communities to provide quality spaces for their citizens to enjoy. Livingston is no exception.

AGD may not be the largest or oldest firm that could propose on this project; but we dedicate our full attention, the backing of our full staff and go above and beyond the scope of our contracts if needed. Livingston is a community we want to service because it reminds us of our home. Our team is from small communities and we believe in giving back to those that need good design- not just the ones that can afford it. Let our team service you and see how we can partner to make a difference in your community.

EXPERIENCE AND REFERENCES

AGD and O'Dell Engineering have a wonderful history of providing services for projects similar to this project. The following is a short synopsis of AGD's current and past experience with local governmental agencies where we provided architectural services on community projects. This experience reinforces that our team is qualified to perform this project.

PREVIOUS PUBLIC/CIVIC EXPERIENCE - PRIME CONSULTANT (AGD)

- **County of SLO:**
Water Quality Lab Renovation, Health Annex Roof Replacement, Courthouse Roof Replacement, Sobering Center Remodel, New Canopy Structure, American Legion Hall Accessible Upgrade Remodel.
- **City of Camarillo:**
City Hall Needs Assessment, City Hall Restroom and Break Room Remodel, City Corporate Yard Restroom Remodel, City Corporate Yard Lighting Upgrade, City Police Yard Upgrades.
- **City of Santa Maria:**
City Library Remodel, Public Works Annex Yard Expansion, Waterwater Treatment Plan Office Expansion, Paul Nelson Pool House Needs Assessment.
- **City of Lindsay:**
Lindsay Community Center Design Development, Transit Center Design Development.
- **Conejo Community Park and Center, Thousand Oaks, CA**
- **City of Guadalupe:**
Royal Theater Preservation and Addition, LeRoy Park Community Center and Park Rehab.
- **City of Porterville:**
City Hall Renovation, Library Temporary Relocation/Renovation, Veteran's Park ADA Upgrades, Zalud Park ADA Upgrades, Airport Restroom ADA Upgrade, Library ADA Upgrades, Police Storage Unit Building, Porterville, CA

REFERENCES FOR PRIME CONSULTANT (AGD)

CITY OF GUADALUPE 918 Obispo Street, Guadalupe, CA 93434, 805-356-3903

Project: LeRoy Park Community Center and Park
Cost: \$4,200,000.00 Phase 1, \$1,700,000.00 Phase 2.
Description: Programming and Major Remodel and Addition to existing Community Center and complete renovation of existing community park, playground, and landscape.
Staff: Andrew Goodwin, AIA (Architect, QA/QC Manager), Michael Demartini (Senior Project Architect)
Client Manager: Todd Bodem, City Administrator, tbodem@ci.guadalupe.ca.us, 805-356-3891
Years: 2018-2022 (first phase), 2023- present (second phase)

CITY OF PORTERVILLE 291 North Main Street, Porterville, CA 93257, 559-782-7499

Project: Remodel of City Hall, Remodel of Park restrooms, and Tenant Improvement for Library
Cost: Less than \$250,000.00
Description: ADA upgrades provided for multiple park restroom buildings, the airway cafe building at the city airport, the city library, and the city hall.
Staff: Andrew Goodwin, AIA (Architect)
Client Manager: Sarah Weaver, Project Manager of Engineering Division - 559-791-7843
Years: 2019-2023

CONEJO RECREATION & PARK DISTRICT 403 W Hillcrest Drive, Thousand Oaks, CA 91360

Project: Conejo Community Center and Park
Cost: Greater than \$10,000,000.00 estimate.
Description: New 15,000sf community center and renovation to the existing Conejo Community Park, landscaping, and parking lot.
Staff: Andrew Goodwin, AIA (Architect, QA/QC Manager), Michael Demartini (Senior Project Architect)
Client Manager: Andrew Mooney, Senior Park Planner - 805-495-6471, amooney@crpd.org
Years: 2020- present

Project: DESIGN / INSTALLATION of PREFABRICATED DINING HALL & SANITATION FACILITY
RFP: #24/25-SR1975
Location: PORTERVILLE NAVIGATION CENTER (PNC), 140 S C Street, Porterville, CA 93257
Date: 9/9/24

LIST of SUBCONTRACTORS

CLASSIFICATION	SUB-CONTRATOR	License	ADDRESS	BUS PH:
Architect	Andrew Goodwin Designs, Inc.	n/a	311 N 2nd Street, Suite B7, Porterville CA 93257	(559) 359-8789
Asphalt Paving	Burtch Construction	686970	PO Box 80546, Bakersfield, CA 93380	(661)399-1736
Asphalt Paving	Kern Asphalt	812686	2000 Norris Rd, Bakersfield, CA 93308	(661)391-8000
Awnings	Americal Awnings	435392	2122 Q ST Bakersfield, CA 93301	(661)328-1292
Concrete	Bakersfield Concrete	253275	17955 Rosedale Hwy, Bakersfield, CA 93314	(661)387-1020 x201
Concrete	Baymarr Constructors	536921	6950 McDivitt Drive Bakersfield, CA 93313	(661)395-1676
Concrete	Burtch Construction	686970	PO Box 80546, Bakersfield, CA 93380	(661)399-1736
Concrete	Cerda Concrete	966228	PO BOX 70936 Bakersfield, CA 93387	(661)324-4155
Concrete	Monroe Construction Inc.	704169	1901 Mineral Courth Suite B Bakersfield, CA 93308	(661)833-8009
Concrete	Simmons Construction Inc.	356503	3111 Landco Drive Bakersfield, CA 93308	(661)636-1321
Earthwork	Dirt Worx	792795	PO BOX 82275 Bakersfield, CA 93380	(661)393-5526
Earthwork	Reddig Excavation	852806	20288 Valley Blvd Tehachapi, CA 93561	(661)823-1000
Electrical	Bronco Electric	427730	1711 Art Street Bakersfield, CA 93312-2135	(661)589-9439
Electrical	Flavio H Electric Inc.	925299	6912 Felbridge Ct, Bakersfield, CA 93307	(661) 829-9665
Electrical	GP Electric	1022997	12553 Meacham Road, Bakersfield CA 93312	(661) 912-4807
Electrical	Pavletich Electric	719733	6308 Seven Seas Ave Bakersfield, CA 93308	(661)589-9473
HVAC	Air King	1054127	PO Box 696, Delano CA 93216	(661) 725-6000
HVAC	HPS Mechanical	793014	3100 East Belle Terrace Bakersfield, CA 93307	(661)397-2121
HVAC	Journey Air	579030	103 Michigan St, Bakersfield, CA 93307	(661)322-1633
HVAC	Kern Mechanical	787317	2830 Fairhaven Dr, Bakersfield, CA 93308	(661)319-2963
Landscape & Irrigation	American Hydro Tech	796288	6751 McDivitt Drive Bakersfield, CA 93313	(661)832-0123
Landscape & Irrigation	Kern Sprinkler	594630	5001 Woodmere Dr, Bakersfield, CA 93313	(661)832-3121
Landscape & Irrigation	Mike Letourneau Landscape	966324	17442 Kraneburg Ave Bakersfield, CA 93314	(661)979-5114
Landscape & Irrigation	Rudy's Landscape	755373	1106 Quantico Ave, Bakersfield, CA 93307	(661)325-3596
Lath & Plaster	Fresno Plastering	945093	2574 S. Cherry Avenue Fresno, CA 93706	(559)486-1981
Masonry	Grijalva Contractors	868303	PO BOX 22318 Bakersfield, CA 93390	(661)587-4067
Masonry	Hernandez Masonry	881204	14717 Henderson Ave, Bakersfield, CA 93314-9222	(661) 432-7600
Masonry	Hollingshead Masonry	expired	1913 Mornign Rose Dr. Bakersfield, CA 93312	(661)589-1081
Masonry	Kern Masonry	830717	PO BOX 80334 Bakersfield, CA 93380	(661)399-6006
Masonry	Superior Masonry Structures	926531	9206 Breadway Ave Bakersfield, CA 93311	(661)663-4170
Modular	American Modular Systems	555602	787 Spreckles Ave, Manteca CA 95336	(209) 362-3535
Modular	ContekPro		9826 SW Tigard Street, Portland OR 97223	
Modular	Enviroplex	640557	4777 Carpenter Rd, Stockton CA 95215	(866) 924-3589
Modular	JTS Modular	798919	7001 McDivitt Dr # B, Bakersfield, CA 93313	(661) 835-9270
Modular	Kitchens To Go		131 West Jefferson Ave, Ste 223, Naperville, IL 80540	(630) 355-1660
Modular	Mehleis Modular Buildings, Inc	473488	1303 E. Lodi Avenue, Lodi CA 95240	(209) 334-4637
Modular	Mobile Modular	450299	2275 Fitzgerald Drive, Dixon CA 95620	
Painting	Herrera's Painting Inc.	873176	6212 Caragena Ave Bakersfield, CA 93313	(661)340-4148
Painting	Roy Davies Paint	825606	PO BOX 82223 Bakersfield, CA 93380	(661)323-2444
Painting	Saleh Co.	268108	2361 Cepheus Court Bakersfield, CA 93308	(661)393-8842
Painting	TLC Painting & Decorating	859548	3600 Stone Creek Ave Bakersfield, CA	(661)837-8319
Plaster	Grijalva Contractors	868303	PO BOX 22318 Bakersfield, CA 93390	(661)587-4067
Plaster	Kenyon Plastering	946474	30520 Road 64 Vilsaia, CA 93291	(559)651-8420
Plumbing	GRC Plumbing	914768	440 Peale Way Bakersfield, CA 93311	(661)487-5277
Plumbing	HPS Mechanical	793014	3100 East Belle Terrace Bakersfield, CA 93307	(661)397-2121
Plumbing	J. Noble Binns Plumbing Co.	481544	3529 Pegasus Dr Bakersfield, CA 93308	(661)615-6101
Plumbing	PIE Con Plumbing	912151	7960 Johnson Road Bakersfield, CA 93314	(661)589-1543
Plumbing	Sunset Mechanical	589517	4617 Kimber Ave, Bakersfield, CA 93307	(661)322-0660
Sheet Metal	Bradford Sheet Metal	698537	17760 Cavan Ct Tehachapi, CA 93561	(661)951-6507
Sheet Metal	Midstate Sheet Metal	840189	2604 Q St Bakersfield, CA 93301	(661)201-3002
Sheet Metal	Weiss Sheetmetal	139335	1715 West 135th Street Gardena, CA 90249	(310)354-2700



Project: DESIGN / INSTALLATION of PREFABRICATED DINING HALL & SANITATION FACILITY
RFP: #24/25-SR1975
Location: PORTERVILLE NAVIGATION CENTER (PNC), 140 S C Street, Porterville, CA 93257
Date: 10/22/24

TOTAL PROJECTED COST/SF: \$ 788.46 \$/SF
PROJECT DURATION: 9 MONTHS
BUILDING AREA: 3,120 SF
BASE BID AMOUNT \$ 2,361,745
PAYMENT & PERFORMANCE BOND \$ 98,249
GRAND TOTAL AMOUNT (INCL P&P BOND) \$ 2,459,994

SECTION	DESCRIPTION	10/22/2024	COMMENTS
01-040	ARCH / STRUCT ENG	\$ 162,000.00	ALLOWANCE 8% of CONSTRUCTION COSTS
01-070	CIVIL ENG	\$ -	INCL w/01-040
01-080	M/E/P ENG	\$ -	INCL w/01-040
01-085	T-24	\$ -	EXCLUDED
01-090	Soils Engineering / Soils Report	\$ -	INCL w/01-040
02-005	Project Survey	\$ 15,000	ALLOWANCE
02-210	Demolition	\$ -	INCL w/02-300
02-211	Site Clearing	\$ -	INCL w/02-300
02-300	Earthwork	\$ 80,000	ALLOWANCE
02-505	U/G Wet Utilities	\$ -	EXCLUDED
02-505	U/G Dry Utilities	\$ -	EXCLUDED
02-740	A/C Paving	\$ -	EXCLUDED
02-750	Pavement Markings & Bumpers	\$ -	INCL w/02-740
02-800	Landscape & Irrigation	\$ -	EXCLUDED
02-820	Fencing	\$ -	EXCLUDED
02-900	Site Furnishings	\$ -	EXCLUDED
03-300	Building Concrete	\$ 210,000	ALLOWANCE for "3 in RAT SLAB"
03-305	Site Concrete	\$ -	INCL w/03-300 - ALLOWANCE FOR APPROX 550 SF
04-400	Stone Veneer	\$ 38,000	ALLOWANCE FOR 3' WAINSCOT
04-805	Trash Enclosure	\$ -	EXCLUDED
05-120	Handrails	\$ -	INCL w/06-100
05-410	Metal Stud Framing	\$ 142,000	ALLOWANCE FOR EXTERIOR FRAMING
05-510	Misc. Metal/Canopies	\$ 20,000	ALLOWANCE FOR (4) 4' AWNINGS PER FLOOR
06-100	Rough Carpentry	\$ 35,000	ALLOWANCE FOR PATIO DECKS & RAMP (\$35/SF)
06-200	Finish Carpentry - LABOR	\$ -	EXCLUDED
07-510	Roofing	\$ -	INCL w/03-220, 13-490, 13-495
08-110	Doors & Frames	\$ -	INCL w/13-220, 13-490, 13-495, 13-600, 13-605
09-220	Exterior Plastering	\$ 60,000	ALLOWANCE
09-290	Drywall	\$ -	EXCLUDED
09-510	Acoustical Ceiling	\$ -	INCL w/13-220, 13-490, 13-495
09-680	Flooring	\$ -	INCL w/13-220, 13-490, 13-495
09-710	FRP	\$ -	INCL w/13-220, 13-490, 13-495
09-900	Painting	\$ 35,000	ALLOWANCE
10-400	Identification Devices	\$ -	INCL w/13-490, 13-495
10-520	Fire Extinguishers & Cabinets	\$ 2,500	ALLOWANCE
10-800	Toilet Partitions	\$ -	INCL w/13-490
10-810	Toilet accessories	\$ -	INCL w/13-490
10-811	Baby Changing Table	\$ -	INCL w/13-490
11-350	Kitchen Equipment	\$ -	INCL w/13-600
12-240	Window Coverings	\$ -	EXCLUDED
13-220	Modular Offices, Incl Delivery	\$ 906,108	
13-490	Modular Restrooms	\$ -	INCL w/13-220
13-495	Modular Showers	\$ -	INCL w/13-220
13-600	Modular Kitchen	\$ -	INCL w/13-220
13-605	Modular Dining Area	\$ -	INCL w/13-220
13-700	Modular Building Install, incl Crane	\$ 89,800.00	
15-300	Fire Sprinklers	\$ 36,750	ALLOWANCE IN KITCHEN & DINING ROOM AREAS ONLY
15-380	Fire Alarm System	\$ 25,000	ALLOWANCE
15-400	Plumbing	\$ 28,000	ALLOWANCE FOR DWV & TIE-IN
15-400	Plumbing - Grease Interceptor	\$ -	EXCLUDED
15-800	HVAC	\$ 30,000.00	ALLOWANCE
16-200	Electrical	\$ 45,000.00	ALLOWANCE
16-510	Exterior Lighting	\$ -	EXCLUDED
16-800	VOICE & DATA	\$ -	EXCLUDED



Project: DESIGN / INSTALLATION of PREFABRICATED DINING HALL & SANITATION FACILITY
RFP: #24/25-SR1975
Location: PORTERVILLE NAVIGATION CENTER (PNC), 140 S C Street, Porterville, CA 93257
Date: 10/22/24

TOTAL PROJECTED COST/SF:	\$	788.46	\$/SF
PROJECT DURATION:		9	MONTHS
BUILDING AREA:		3,120	SF
BASE BID AMOUNT	\$	2,361,745	
PAYMENT & PERFORMANCE BOND	\$	98,249	
GRAND TOTAL AMOUNT (INCL P&P BOND)	\$	2,459,994	

SECTION	DESCRIPTION	10/22/2024	COMMENTS
	SUB-TOTAL	\$ 1,960,158	
00-700	GENERAL LIABILITY INSURANCE (2.75%)	\$ 53,904	
01-500	GENERAL CONDITIONS (12%)	\$ 235,219	ALLOWANCE FOR (9) MONTHS
01-680	Final Cleaning	\$ -	INCLUDED w/01-500
00-500	FEE (5%)	\$ 112,464	
00-600	BONDS	\$ -	EXCLUDED - SEE BELOW PAYMENT & PERFORMANCE BOND COST
00-620	CONTINGENCY	\$ -	EXCLUDED
	BASE BID AMOUNT	\$ 2,361,745	
	PAYMENT & PERFORMANCE BOND	\$ 98,248.61	ALLOWANCE for 4% of BASE BID AMOUNT
	GRAND TOTAL AMOUNT (INCL. BOND)	\$ 2,459,994	

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VISIONS

#	REV DATE	REV DESCRIPTION
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NOT FOR
CONSTRUCTION

SUBJECT

D.P. NAVIGATION CENTER
SITE PLAN

140 S. C ST.
ORTERVILLE, CA. 93257
APN: 261-113-012-000

CITY OF PORTERVILLE

LET TITLE

CONCEPTUAL SITE PLAN

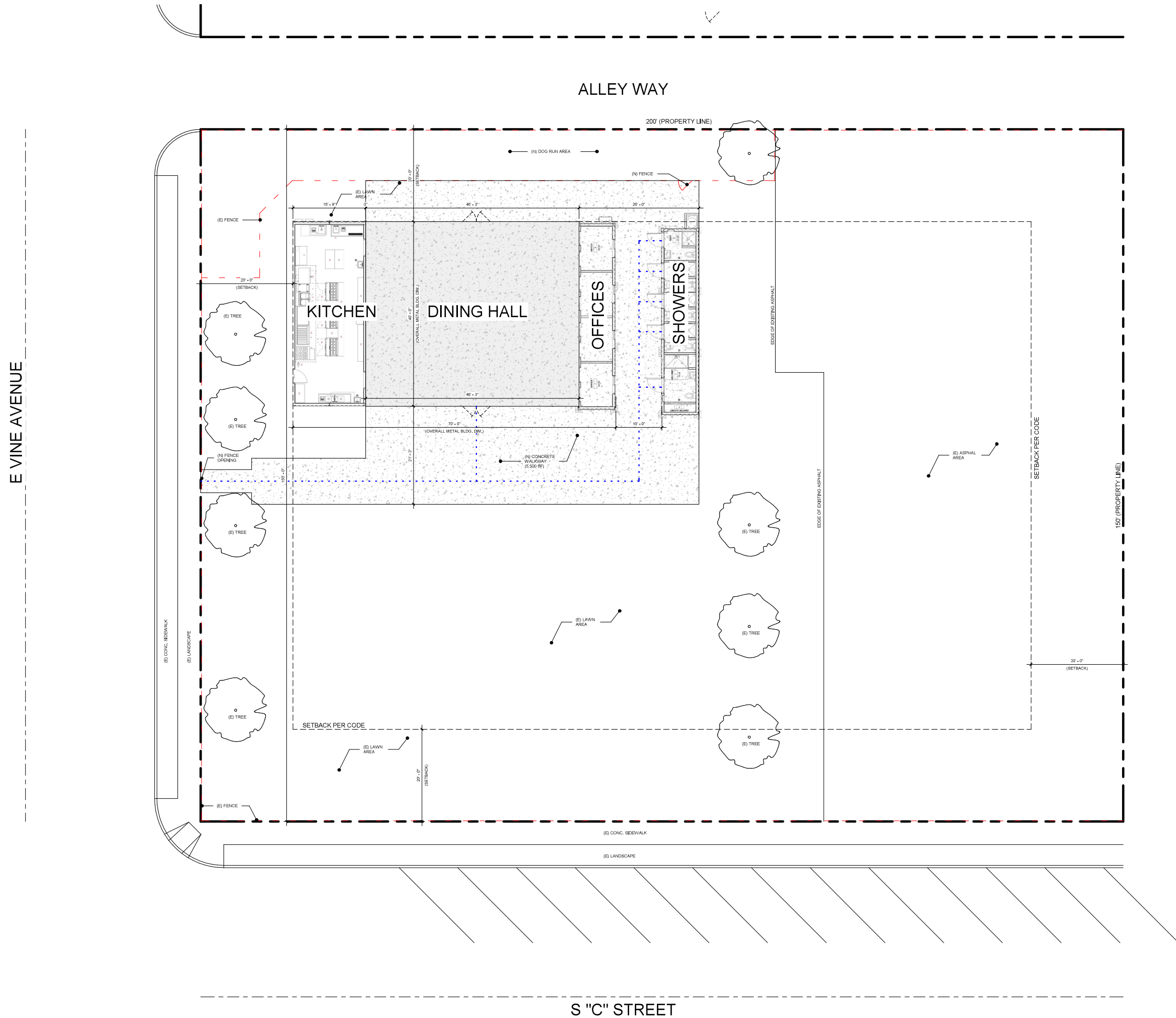
DATE: 10/01/2024

TECHNICIAN: AC

PROJECT MANAGER: AC

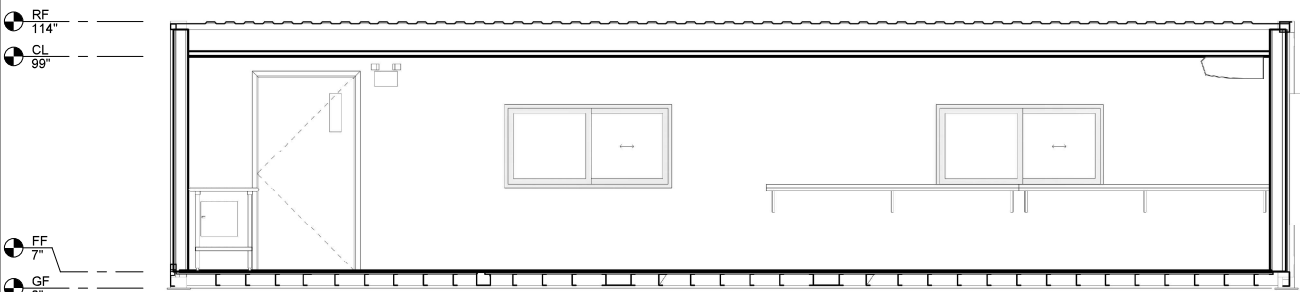
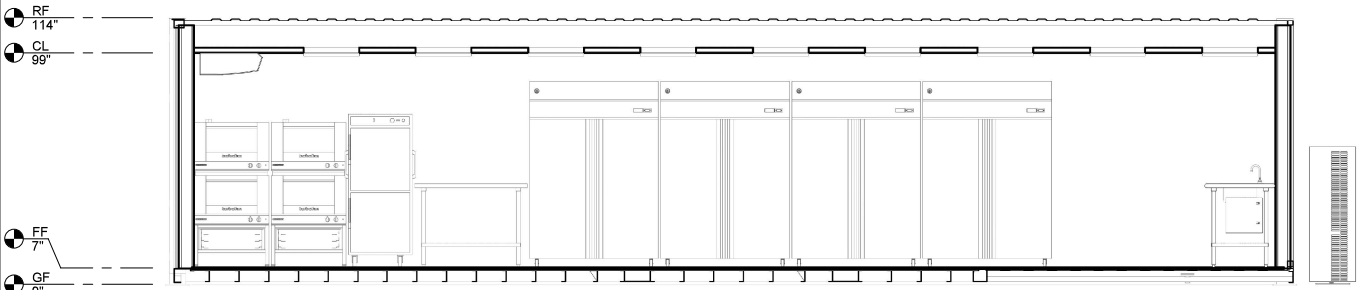
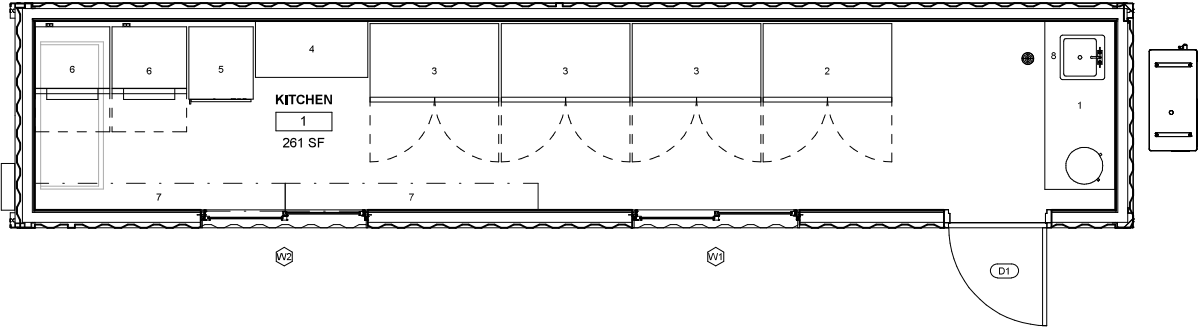
JOB NUMBER: P715
SHEET NUMBER

A1.0

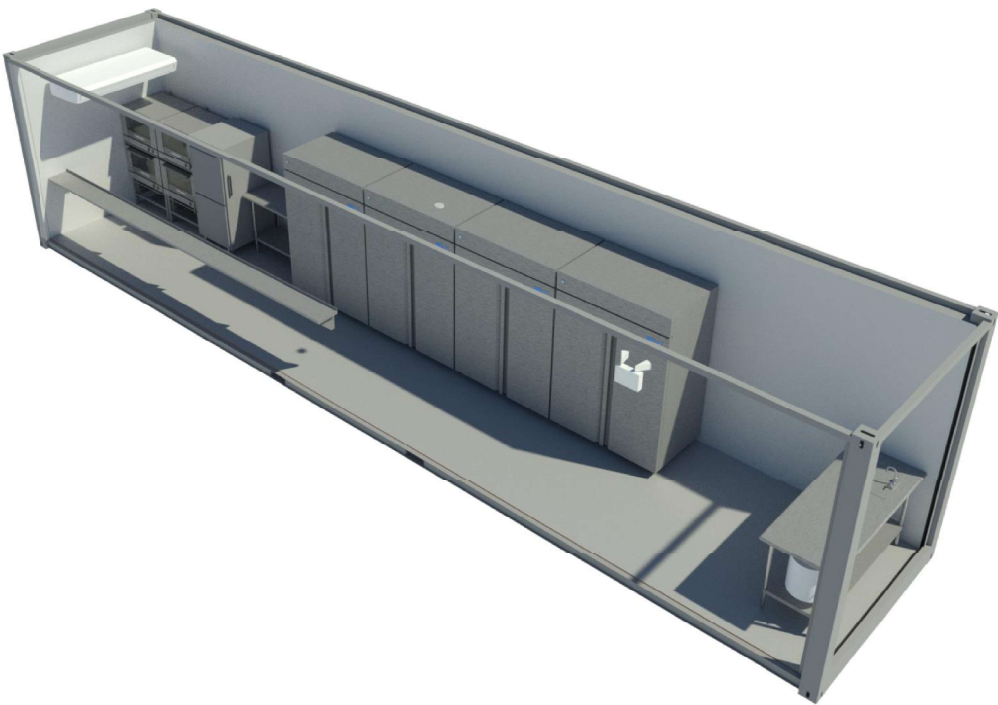
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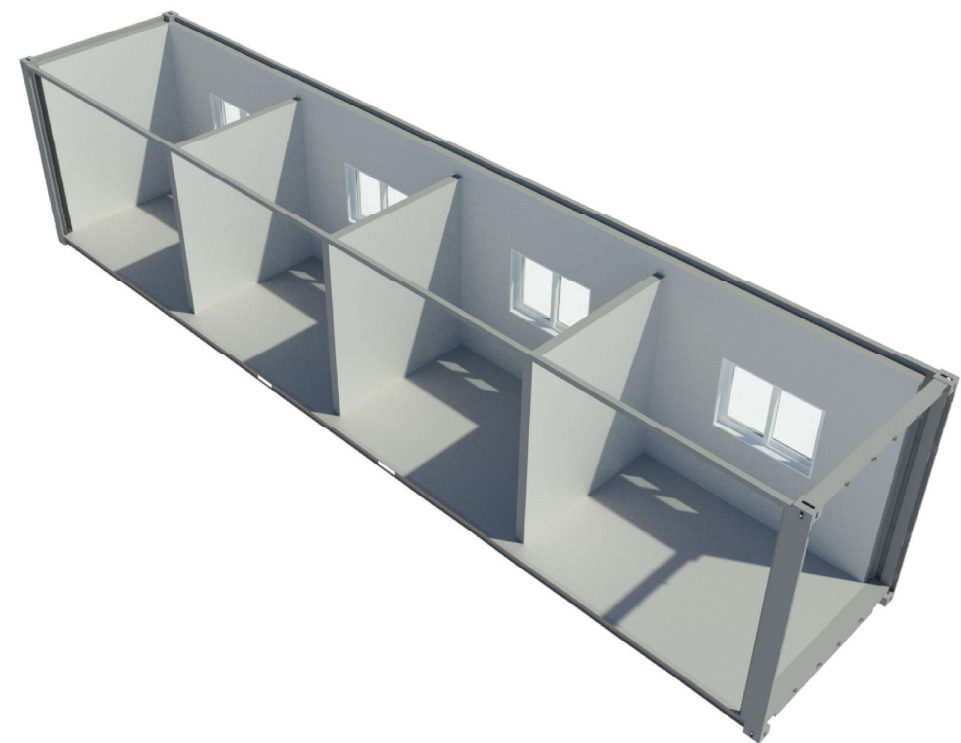
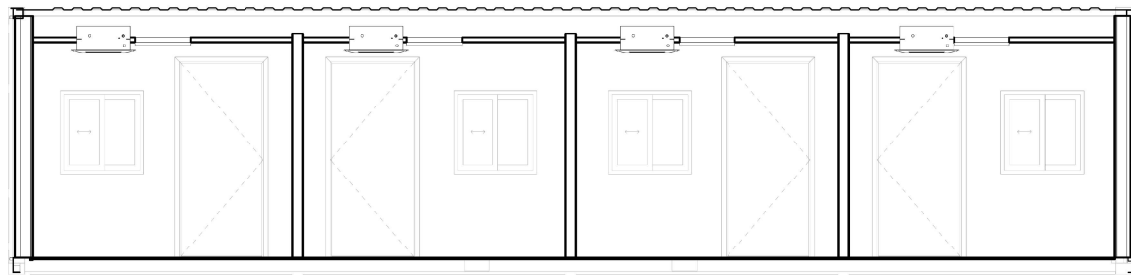
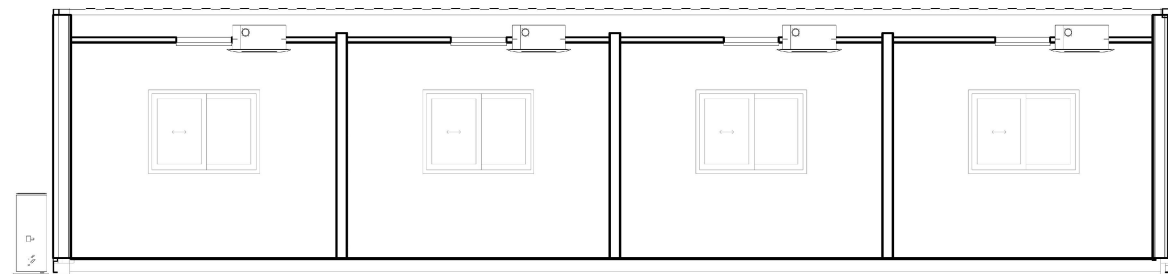
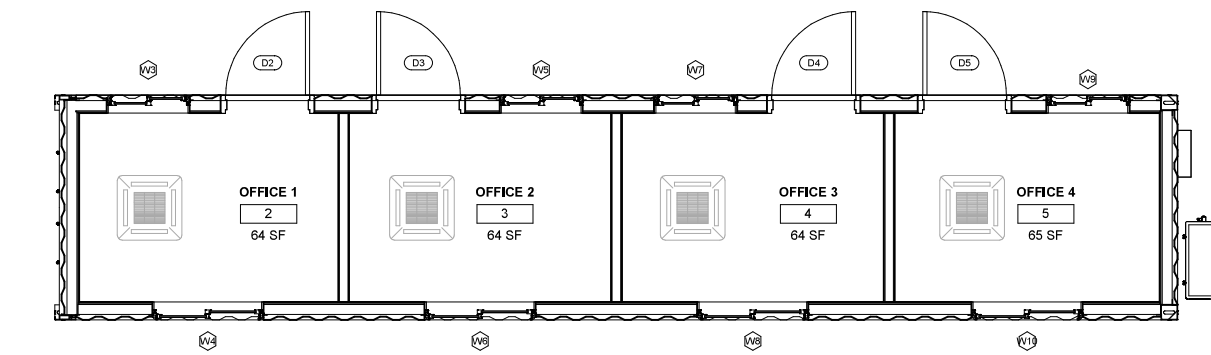
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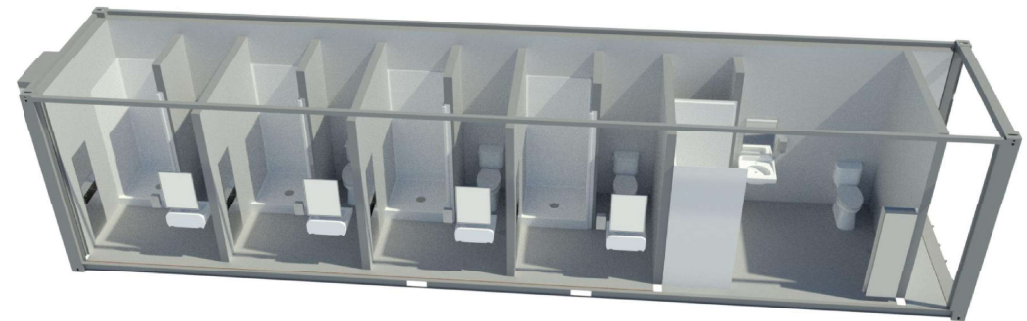
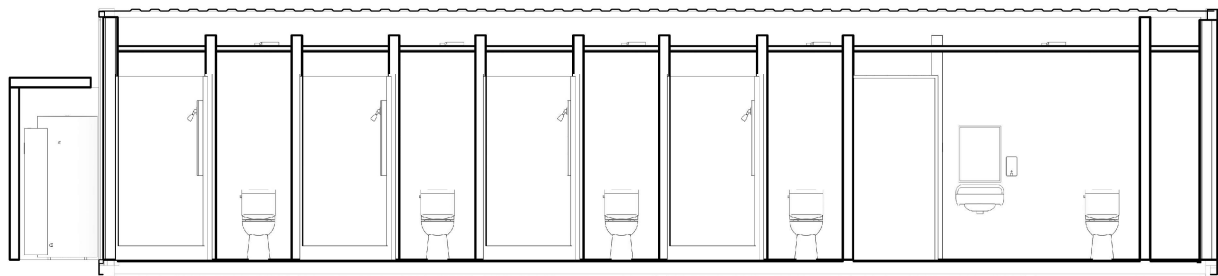
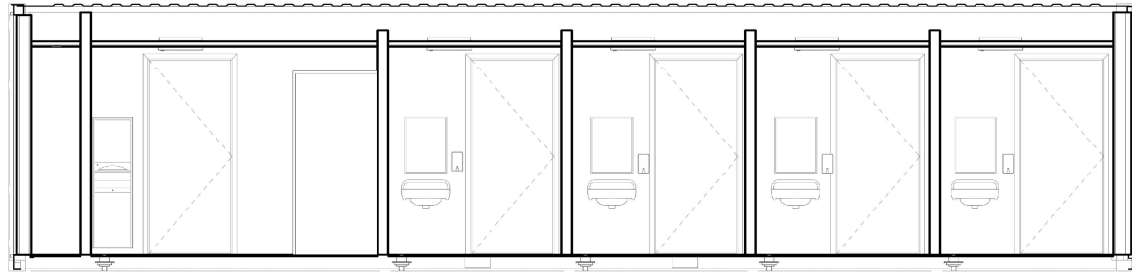
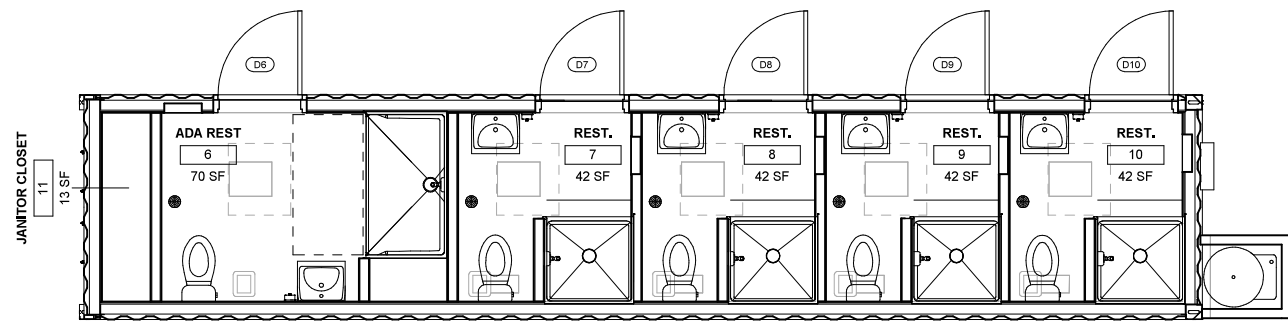
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TO MAIN BUILDING ENTRANCE.



SPECIALTY EQUIPMENT SCHEDULE				
MARK	MANUFACTURER	MODEL	DESCRIPTION	COUNT
1	ADVANCE TABCO	AG-306	WORK TABLE 30x72	1
2	HOSHIZAKI AMERICA	F2A-FS	FREEZER, REACH-IN	1
3	HOSHIZAKI AMERICA	R2A-FS	REFRIGERATOR, REACH-IN	3
4	ADVANCE TABCO	AG-244	WORK TABLE 24x48	1
5	VULCAN	VBP15LL	HOLDING & TRANSPORT CABINET	1
6	TURBOFAN	E27M2-2	FULL SIZE SHEET PAN - MANUAL ELECTRIC CONVECTION OVENS DOUBLE STACKED ON A STAINLESS STEEL STAND	2
7	ADVANCE TABCO	WS-12-108-16	WALL SHELF 12X108	2
8	ADVANCE TABCO	DI-1-168	DROP-IN SINK	1









TMJ Construction Company
CSLB License Number 1016613
661-520-8259
edafelicidario@tmjconstructionco.com

September 9, 2024

Ms. Claudia Calderon
Community Development Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

SUBJECT: PROPOSER's WORK PLAN

REFERENCE: Design / Installation of Prefabricated Dining Hall & Sanitation Facility
Porterville Navigation Center (PNC)
140 S C Street, Porterville CA 93257

Dear Ms. Calderon,

In response to the request for TMJ's Work Plan, if we are blessed and fortunate to be awarded this project and once we are provided with the exact scope of work to be performed, we will immediately coordinate and schedule a meeting with the project architect to set in motion a plan to engage their consultants (civil, soils, structural, mechanical, electrical and plumbing engineers) to get design process started. At the same time, we will be finalizing the contract(s) for the modular systems supplier and contractor immediately after, in order to incorporate their design and engineering for the modular system along with the architect's scope of work.

Once we have the design and engineering process in motion, we will start engaging the associated trades that will have coordinated work with the modular systems supplier and contractor. This includes, but not limited to the site concrete, a/c paving, landscaping, rough carpentry, plaster, stone veneer, hvac, plumbing and electrical contractors. We will need to acquire their final cost proposals based on the final design that we've agreed to and approved for.

While we are going through this discovery, coordination and scheduling process, we will be gathering a more detailed a definitive construction schedule than what was included in the bid proposal, including plan check submittal & approval, design & engineering for the modular systems, construction start and estimated completion.

Upon receipt of a definitive construction start date, we will schedule a pre-construction meeting with the City for a formal introduction of the project team and to get a more defined interpretation and/or reminder of the approved scope of work, to review the construction schedule, to determine inspection requirements and scheduling, and any other requirements that the onsite project team may need to know moving forward.

During the construction phase, we will request for a weekly project meeting with the City's project manager to discuss and review project progress, delays, cost impacts, RFIs, change orders, billings, etc. In addition to the weekly progress meetings, we will also be submitting weekly progress reports, including photos, for future reference, as well as a weekly 4-week lookahead schedules. We will



TMJ Construction Company
CSLB License Number 1016613
661-520-8259

edafelicidario@tmjconstructionco.com

elaborate on the project milestones and convey the projected work and possible concerns and/or timelines of future milestones.

When we get a confirmation of the plan check approval, we will immediately request for the issuance of the bldg. permit, contact all affected trades and coordinate and schedule the upcoming construction activities, including mobilization of our field crew and temporary services onsite to establish our presence on the project site. This will allow us to start the pre-planning activities by coordinating and scheduling onsite meetings with affected trades.

Whenever we finally start the construction activities, we will be conducting weekly foreman safety & coordination meetings to ensure that our project controls are being met and to identify potential issues or concerns sooner than later.

However, when we do experience issues, potential delays, discrepancies, etc., our plan is to contact the City's project manager immediately, then formally generate a RFI to identify the concern, request for a timely clarification and generate a change order, if deemed necessary, in a timely manner. If not, we'll just continue to proceed with the scheduled work activities.

We'll continue to communicate with the subcontractors who have yet to mobilize via weekly 4 wk lookahead schedules, phone calls, texts and/or emails to ensure that they're processing their material and equipment orders in a timely manner so that when they're scheduled to mobilize onsite, there will not be minimal delays, if any.

As part of our work plan, when the subcontractors' crews mobilize, we will ensure that all subcontractors are aware of their prevailing wage requirements by going over the prevailing wage rates with them, having them sign-in and sign-out to ensure that the hours worked will match future certified payroll reports, in hopes that there will not be any issues or disputes with the employees and subcontractors.

Moreover, part of our safety program, in addition to the weekly meetings, is daily clean-ups. We will ensure that the jobsite is cleaned at all times by reminding each subcontractors to clean up after themselves to alleviate any hazards and/or potential safety, sanitary or construction related delays that these may encounter due to construction debris or obstacles not allowing them from working at their designated areas. We will have a construction dumpsters onsite at all times to ensure that the construction debris or trash is dumped daily.

For further detail of our Work Plan, please see the attached Construction Schedule for your reference.

Please contact me at your earliest convenience via email or phone call, if you have any questions regarding this cost proposal or any of the supporting documentation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed A. Felicidadario', with a long horizontal line extending to the right.

Ed A. Felicidadario
TMJ Construction Inc.

TMJ CONSTRUCTION INC CONSTRUCTION SCHEDULE

Act ID	Description	Orig Dur	Early Start	Early Finish	2024	2025				2026				2027
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0000	NOTICE TO PROCEED / RECEIVE CONTRACT	0	02DEC24		◆	NOTICE TO PROCEED / RECEIVE CONTRACT AGREEMENT								
0010	DESIGN & ENGINEERING PROCESS	50d	09DEC24	21FEB25	■	DESIGN & ENGINEERING PROCESS								
0020	DISCOVERY - MODULAR BLDG DESIGN & ENGINEERING	20d	23DEC24	24JAN25	■	DISCOVERY - MODULAR BLDG DESIGN & ENGINEERING								
0030	CONTRACT TO MODULAR BLDG CONTRACTOR	5d	27JAN25	31JAN25	■	CONTRACT TO MODULAR BLDG CONTRACTOR								
0040	MODULAR BLDG - PLANNING & DESIGN	20d	03FEB25	03MAR25	■	MODULAR BLDG - PLANNING & DESIGN								
0050	MODULAR BLDG - PERMITTING	30d	04MAR25	14APR25	■	MODULAR BLDG - PERMITTING								
0060	MODULAR BLDG - PRODUCTION	80d	15APR25	06AUG25	■	MODULAR BLDG - PRODUCTION								
0070	MODULAR BLDG - DELIVERY	10d	07AUG25	20AUG25	■	MODULAR BLDG - DELIVERY								
0080	MODULAR BLDG INSTALLATION	60d	21AUG25	13NOV25	■	MODULAR BLDG INSTALLATION								
0090	PLAN CHECKING & PERMITTING PROCESS	30d	25FEB25	07APR25	■	PLAN CHECKING & PERMITTING PROCESS								
0100	ACQUIRE BLDG PERMIT	10d	08APR25	21APR25	■	ACQUIRE BLDG PERMIT								
0110	MOBILIZATION	5d	22APR25	28APR25	■	MOBILIZATION								
0120	PRE-CONSTRUCTION MTG	1d	29APR25	29APR25	■	PRE-CONSTRUCTION MTG								
0130	CLEAR & GRUB SITE	3d	30APR25	02MAY25	■	CLEAR & GRUB SITE								
0140	EARTHWORK	5d	05MAY25	09MAY25	■	EARTHWORK								
0150	U/G UTILITIES 6' OUTSIDE BLDGS	15d	12MAY25	02JUN25	■	U/G UTILITIES 6' OUTSIDE BLDGS								
0160	U/G PLUMBING & ELECTRICAL	20d	03JUN25	30JUN25	■	U/G PLUMBING & ELECTRICAL								
0170	BLDG CONCRETE	15d	24JUN25	15JUL25	■	BLDG CONCRETE								
0180	CMU STEM WALLS	20d	09JUL25	05AUG25	■	CMU STEM WALLS								
0190	FINAL CLEANING	10d	14NOV25	27NOV25	■	FINAL CLEANING								
0200	PUNCH LIST	5d	21NOV25	27NOV25	■	PUNCH LIST								
0210	FINAL INSPECTIONS	1d	28NOV25	28NOV25	■	FINAL INSPECTIONS								
0220	PROJECT COMPLETION / TURNOVER	0		01DEC25	◆	PROJECT COMPLETION / TURNOVER								

Start date	02DEC24	DESIGN & INSTALLATION of PREFABRICATED DINING HALL and SANITATION FACILITY CITY of PORTERVILLE 1405 S C ST, PORTERVILLE, CA	■ Early bar
Finish date	01DEC25		■ Progress bar
Data date	02DEC24		■ Critical bar
Run date	22OCT24		— Summary bar
Page number	1A		◆ Start milestone point
© Primavera Systems, Inc.			◆ Finish milestone point



TMJ Construction Company
CSLB License Number 1016613
661-520-8259
edafelucidario@tmjconstructionco.com

October 22, 2024

Ms. Claudia Calderon
Community Development Director
City of Porterville
291 N. Main Street
Porterville, CA 93257

SUBJECT: PROPOSER's PAYMENT TERMS & SCHEDULE REQUEST (REV.1)

REFERENCE: Design / Installation of Prefabricated Dining Hall & Sanitation Facility
Porterville Navigation Center (PNC)
140 S C Street, Porterville CA 93257

Dear Ms. Calderon,

Please see below requested payment terms for the following items for your consideration:

1. TMJ Construction:
 - a. First Billing -
 - i. Payment & Performance Bond = 100% First Billing
 - ii. Insurance = 100% First Billing.
 - iii. General Conditions = 10%
 - b. Once project starts / mobilization = we'll progress bill accordingly.
2. AGD Architectural & Engineering:
 - a. Contract Acceptance = 10%
 - b. Progress CDs @ 30% Complete = 20%
 - c. Progress CDs @ 50% Complete = 20%
 - d. Progress CDs @ 90% = 30%
 - e. Final payment @ Plan Check Submittal = 20%
3. Modular Buildings (Sub TBD):
 - a. Release to Order = 50%
 - b. Progress Payment @ Rough-in = 30%
 - c. Final Payment PRIOR to shipping = 20%

Please contact me at your earliest convenience via email or phone call, if you have any questions regarding this cost proposal or any of the supporting documentation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed A. Felucidario', with a long horizontal line extending to the right.

Ed A. Felucidario
TMJ Construction Inc.



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Execute Consultant Agreement - Emergency Operations Center & Public Safety Headquarters Design

SOURCE: Engineering and Project Management

COMMENT: At its meeting on September 17, 2024, the City Council approved the location for the Emergency Operations Center & Public Safety Headquarters, Centennial Plaza, as recommended by COAR Design Group during the first step of the two-step design approach for the project. Staff was directed to begin negotiations for step two of the design process for the approved location with COAR Design Group.

Staff was able to negotiate the contract in the amount of \$1,172,500 for design and construction support. An additional \$77,500 is necessary for design contingencies for a total design cost of \$1,250,000. Funding for this contract is provided by a Cal OES Grant as approved in the 2024/2025 Fiscal Year Budget.

Staff has found the negotiated price acceptable.

RECOMMENDATION: That the City Council:

1. Authorize the Engineering & Project Management Director to execute the Consultant Service Agreement for the design of the Emergency Operations Center & Public Safety Headquarters Project with COAR Design Group in the amount of \$1,172,500;
2. Authorize a design contract contingency in the amount of \$77,500; and
3. Authorize progress payments up to one hundred percent (100%) of the contract amount.

ATTACHMENTS:

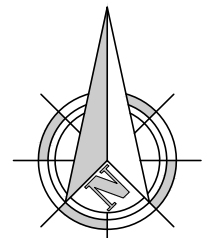
1. Locator Map
2. Service Agreement

Appropriated/Funded:

Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager



0' 125' 250'

SCALE: 1" = 250'

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

EOC PROJECT

DRAWN BY	GG
CHECKED BY	SW
SCALE	1" = 250'
DATE	11/1/2023

SHEET
1
OF
1

SERVICE AGREEMENT

DATE: November 5, 2024

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and COAR Design Group, hereinafter referred to as "CONSULTANT".

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

Project Name: Emergency Operations Center & Public Safety Headquarters Project

Description of Project: In general, the consultant design services as summarized in the Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Million One Hundred Seventy-Two Thousand Five Hundred Dollars**, (\$1,172,500).

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

SECTION 3. COMPLETION DATE:

The services to be performed by CONSULTANT will be commenced upon execution of this agreement and all design "work directives" shall be completed in time to meet the various submittal deadlines for the grant. In the case of ongoing testing and results protocol, the CONSULTANT shall submit results as required to CITY, State and/or Federal governing agencies.

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) Full liability under worker's compensation laws of the State of California; and
- (ii) Bodily injury and property damage insurance in the amount not less than Two Million Dollars (\$2,000,000) per occurrence; and
- (iii) Errors and Omissions insurance of Two Million Dollars (\$2,000,000) minimum per occurrence, if deductible for Errors and Omissions insurance is Fifty Thousand Dollars (\$50,000) or more, the City may require a Surety Bond for the deductible; and
- (iv) Automotive liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence; fully protecting CITY, its elected and appointed officers, employees, agents

and assigns, against all claims arising from the negligence of CONSULTANT and any injuries to third parties, including employees of CITY and CONSULTANT. ***To the fullest extent permitted by law, CONSULTANT agrees to hold harmless, release and indemnify the CITY against any liability for damages, including but not limited to liabilities for personal injury or death or for loss or damage to property, caused by the negligence of CONSULTANT or any of its employees or agents, or CONSULTANT'S negligent activities related to the terms and conditions of or implementation of this Agreement. "Consultant has no obligation to pay for any of the City's defense related cost prior to a final determination of liability, but will reimburse the City for those costs, and Consultant has no obligation to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant."***

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

It is understood and agreed that this Service Agreement represents the entire Agreement between

the parties. Should it be necessary to institute legal proceedings to enforce any and all of the covenants and conditions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____



October 3, 2024

Sarah Weaver
Project Manager, Engineering Division
City of Porterville
291 N. Main Street
Porterville, CA 93257

RE: Request for Proposals Professional Architectural and Engineering Design
Services for Porterville Emergency Operations Center

Dear Ms Weaver:

We are pleased to provide this follow up proposal for the design and construction of the EOC Project at the Centennial Building located at Thurmon and Main Street . This proposal is in response to the Site and Facility Assessment Report our office prepared, dated 8/26/2024 as well as our follow up discussions. Our proposal includes the following disciplines: Civil, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Cost Estimating services. Landscape Architecture, Geotechnical Engineering and Hazardous Materials survey are not included at this time. The following sections include a more detailed explanation of the scope being provided. If there are scope items that are not included, or that are not necessary, we are pleased to adjust the scope to meet your needs.

Based on the concept design work done previously, we understand the project includes modifications to the existing Centennial Building. The modifications will include a renovation of roughly 13,000 SF of existing admin space into a new Emergency Operations and Communications Center. Renovated area will include, dispatch/operations floor, server room, EOC, Offices, conference room, breakroom and fitness area. The proposed modifications to the new EOC will include upgrades to enable the building to meet (or nearly meet) current Essential Service Requirements.

Schematic design work on the project has previously been completed. Our scope will include a limited Schematic Design Phase to validate the prior work and make any necessary recommendations on modifications.

It is anticipated that the budget for the project may be \$15.0M. An updated cost estimate will be provided as part of the design effort to verify the actual anticipated cost of the project once we have had time to assess all of the existing conditions impacting the improvements.

We are proposing to offer the following scope of services.

TASK 1: PROJECT INITIATION

1. Meet with City Building and Planning Department to review all requirements including design review, access compliance and approval process.
2. Review available as-built documents, preliminary design or programming documents, and any previous studies or reports for the facility.
3. Provide a detailed design schedule indicating required milestone dates.
4. Establish communication channels with all parties involved.
5. Kick-off meeting with key project personnel and stakeholders to establish objectives, discuss budget, previously prepared design, program and design issues.

TASK 2: SCHEMATIC DESIGN PHASE

1. Perform code analysis on the area of improvements and impacts to overall building/site.
2. Develop updated Preliminary Building Floor Plans and Building Elevations for the existing building modifications.
3. Develop preliminary structural engineering recommendations for the design option.
4. Develop preliminary mechanical and electrical engineering recommendations for the design option.
 - a. Review upgrades or modifications to existing building electrical service, main electrical panel locations and coordination with PGE for possible new services.
5. Make required submissions to City for Schematic review and approval. Drawings required for this submittal would include:
 - b. Code Compliance Plans
 - c. Demolition Plans

- d. Schematic Floor Plan
 - e. Schematic Structural, Mechanical and Electrical plans
 - f. Basis-of-Designs for each discipline
 - g. Statement of Probable Construction Cost
6. Make required presentations to City to review proposed design.
 7. Make required modifications to Schematic Design to obtain Schematic Design approval.
 8. After obtaining written approval of Schematic Design we will proceed into Design Development.
 9. For this Phase, we have included two in person and three virtual coordination meetings with selected staff and stakeholders.

TASK 3: DESIGN DEVELOPMENT PHASE

1. Continued development of Floor Plan and Site Plan.
2. Develop site design modifications for accessibility compliance required modifications.
3. Continue to develop building structural, mechanical, plumbing and electrical systems consistent with design concept.
4. Coordinate with Owner systems for phone/data/cable/Radio requirements.
5. Prepare preliminary Interior Elevations.
6. Prepare preliminary interior material and color boards for review and selection.
7. Work with City to develop Preliminary fixture and furniture (FFE) layouts as a test fit within the design.
8. Meet with City Staff as required to present Design Development Plans and get comments on presented design.
9. After obtaining written approval of the information presented in the Design Development drawings, we will proceed into Construction Documents.

10. For this Phase, we have included three virtual coordination meetings with selected staff and stakeholders.

TASK 4: CONSTRUCTION DOCUMENTS PHASE

1. Prepare drawings and specifications suitable for bidding to clearly delineate the Contractor's scope of work, including required civil, architectural, structural, mechanical and electrical design. At this time no landscape scope of work is included. It is assumed for this proposal that the City will provide all required General and Supplementary Conditions and Bidding Information. Submittals will be made at 60%, 95% and final and will include plans, specifications and calculations.
2. Submit plans to City Building Department for Building permit plan check, and perform all required revisions to construction documents based on Building Department's plan check comments (Note: plan check and permit fees are not included).
3. Meet with City as required to review final design and construction documents.

TASK 5: BIDDING AND CONSTRUCTION ADMINISTRATION PHASE

1. Bidding and Construction Administration services will be provided on an Hourly, Not To Exceed basis, based on the scope identified in Exhibit B. Services requested in excess of the not to exceed amount will be performed only after approval by the City of additional funding.

ASSUMPTIONS & ADDITIONAL SERVICES

The following items are not included in the Basic Services and will be provided as additional services only after written authorization is received. Unless a subsequent fixed fee proposal is provided, the work will be done on an hourly basis.

Additional Services not included in our basic scope of work include:

1. Survey of the sites for asbestos, lead, electrical PCB's, and mercury.
2. A Geotechnical Report (not included in scope) is recommended but not likely required for limited scope option (to be confirmed with building official during schematic design) with no foundation improvements anticipated.

3. Landscape Architectural design services.
4. Attendance of any public hearings and/or additional meetings other than noted.
5. Revisions to Preliminary Design or Contract Documents resulting from Owner requested changes to documents previously approved by the Owner, or due to code or zoning changes made subsequent to Owner approval, such as direction from the Building Official).
6. Services required because of significant changes in the project (not due to the design team's acts or omissions) including, but not limited to, size, quality, complexity, schedule, or the method for bidding and contracting for construction.
7. Processing change requests for Owner requested changes, and for unforeseen site conditions, after bid, including revisions to Contract Documents, processing approval of revisions through the Building Department, and Change Order negotiation.
8. Providing services in conjunction with evaluating substitutions proposed by the Contractor, and making subsequent revisions to Contract Documents resulting from such.
9. Providing services made necessary by the default of the Contractor, by major deficiencies in the work of the Contractor, or by failure of performance of either the Owner or the Contractor under the Contract for Construction.
10. Providing services in conjunction with arbitration proceedings or legal proceedings, except where the Architect is a party to such proceedings.
11. Providing "Special Inspection" services required by law or the Contract Documents.
12. Services in conjunction with any required discretionary approvals.
13. Preparation of Boundary Surveys, ALTA Surveys, Title Reports, Easement adjustments, Deeds, construction staking or other documents in conjunction with the project site.
14. Commissioning Services.
15. Preparation of SWPPP studies or reports.

16. Preparation of documentation to process the project through the US Green Building Council as a LEED project.
17. Design of photo-voltaic electrical generation systems or solar hot water systems.
18. Plan check fees, permit fees, and permit processing (if paid by the consultant) will be a reimbursable expense, charged at 1.1 times the Consultant's cost.
19. All delivery, printing and reproduction costs will be a reimbursable expense, charged at 1.1 times the Consultant's cost.

We propose to provide the stated basic services for a fixed fee of One Million, One Hundred Seven Two Thousand Five Hundred Dollars (\$1,172,500.00). Invoices will be submitted monthly for the work completed during the month, on any particular phase in accordance with City Guidelines.

The proposed breakdown for the Basic Services charges will be as follows.

Task 1: Project Initiation	\$ 20,000.00
Task 2: Schematic Design Phase	\$ 71,500.00
Task 3: Design Development Phase	\$ 331,500.00
Task 4: Construction Documents Phase	\$ 604,000.00
Task 5: Bid Support and Construction	
Administration Services <u>(Hourly NTE)</u>	\$ 135,500.00
<u>Reimbursable Expenses</u>	\$ 10,000.00
TOTAL BASE SCOPE	\$1,172,500.00

As you probably know, definition of construction cost is always an issue on projects. I have included as Exhibit 'C' a further description of responsibility with respect to the budget and construction cost for this project. The definitions listed are from the AIA Document B141, Owner/Architect Agreement. Although we will not be using the AIA document for our contract, these definitions are useful to understanding what the design team and the Owner's responsibilities are and should be a part of the final contract for the project. As part of our Schematic Design services, we will prepare preliminary estimates, and a report indicating what we expect the project cost will be to include all the requested program elements. At that time we will work with you to adjust the project scope or modify the budget to fit.

Porterville EOC Proposal
October 3, 2024
Page 7

We appreciate the opportunity to present this proposal. We are available to meet with you at any time to review and discuss the proposed scope of services and fee proposal. We are excited about the opportunity to work with you on this project. If you have any questions regarding this scope of work please do not hesitate to contact me at (619) 504-0984.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jeff Katz", followed by a long horizontal line and a period.

Jeff Katz, AIA
Principal

EXHIBIT A HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis:

COAR DESIGN GROUP - Prime Architect

Principal Architect	\$265.00/hr.
Senior Project Manager	\$225.00/hr.
Project Architect/Manager	\$205.00/hr.
Design Manager.....	\$205.00/hr.
Job Captain.....	\$165.00/hr.
Specification Writer	\$195.00/hr.
Construction Administrator	\$195.00/hr.
Drafter.....	\$135.00/hr.
Administrative	\$105.00/hr.

MCPARLANE ENGINEERING – Mechanical/Plumbing Engineer

Principal.....	\$225.00/hr.
Project Manager/Engineer	\$175.00/hr.
Drafter.....	\$150.00/hr.
Administrative	\$125.00/hr.

ELEN CONSULTING - Electrical Engineer

Principal.....	\$225.00/hr.
Project Engineer	\$170.00/hr.
Drafter.....	\$125.00/hr.
Administrative	\$80.00/hr.

ZFA - Structural Engineer

Principal.....	\$225.00/hr.
Project Manager	\$175.00/hr.
Senior Drafter	\$135.00/hr.
Administration.....	\$80.00/hr.

DELANE - Civil Engineer

Principal.....	\$225.00/hr.
Project Manager	\$215.00/hr.
Project Engineer	\$185.00/hr.
Drafter.....	\$115.00/hr.
Administration.....	\$95.00/hr.

GRIFFIN STRUCTURES - Cost Estimator

Principal.....	\$175.00/hr.
Senior Cost Estimator	\$150.00/hr.
Junior Cost Estimator.....	\$120.00/hr.
Administration.....	\$90.00/hr.

POCOCK - Fire Protection

Principal.....	\$225.00/hr.
Project Manager	\$215.00/hr.
Project Engineer	\$185.00/hr.
Drafter.....	\$115.00/hr.
Administration.....	\$95.00/hr.

A&F ENGINEERING GROUP, INC. - Fire Alarm

Principal.....	\$200.00/hr.
Project Engineer	\$175.00/hr.
Drafter.....	\$120.00/hr.
Administration.....	\$70.00/hr.

COAR assumes responsibility for all work performed by sub-consultants on the project and factors in required time to coordinate the sub-consultants work. However, COAR does not markup sub-consultant work, which will be billed at the direct rate provided by the consultant.

EXHIBIT "B"

CONSTRUCTION ADMINISTRATION SERVICES

Scope Description:

A. Consultant shall:

1. Provide input for the pre-bid meeting and attend the pre-bid meeting and site visit.
2. Assist in responding to questions raised during the bidding process. Prepare Addenda if required to address bidding questions.
3. Submit all Addenda and assist in obtaining approval from City to incorporate into the Permit Set.
4. Attend the project pre-construction meeting
5. Develop ASI and RFI responses as required to support Project Manager requests and to coordinate Contractor questions in the field
 - a. Coordinate all ASI/RFI review by provided consultants
 - b. Set Up and Manage an ASI/RFI/Submittal document to enable all stakeholders to verify status of submittals
6. Review Submittals as required by Contract Documents
 - a. Coordinate all submittal review by provided consultants
 - b. Set Up and Manage a submittal review document to enable all stakeholders to verify status of submittals
7. Coordinate Work of provided Consultants
8. Provide site visits by Architect and Engineering subconsultants as requested to perform Inspection of the project.
9. Develop As-Built drawings to reflect final field conditions as constructed and turn over all electronic files to the City at the conclusion of construction.

B. Preparation of Documents

1. Consultant shall provide ASI's as required to reflect changes in scope or modifications made necessary due to changed field conditions based on the direction of the Project Manager
2. Where required, the ASI's shall include all drawings and specifications required to obtain the construction permits and approvals of the governmental authorities having jurisdiction over the Project.

C. Subconsultants

Consultant shall contract with the following consultants for Construction Administration services for the Project:

1. Electrical Engineer
2. Mechanical Engineer
3. Civil Engineer
4. Structural Engineer
5. Fire Protection / Fire Alarm Engineer

Exhibit "C"

CLARIFICATION OF RESPONSIBILITIES

The following articles are restated from AIA Document B141, Owner/Architect Agreement:

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner.

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in

the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1give written approval of an increase in such fixed limit;
- .2 authorize re-bidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Renewal of Airport Lease - Sewer Operating Fund

SOURCE: Finance

COMMENT: The City's Public Works Department-Sewer Division currently operates sixteen (16) acres (Lot 13) of sludge drying beds at the Porterville Municipal Airport, and also leases 160 acres (Lot 12) of the airport land for the discharge of treated wastewater. The renewable Lease Agreement between the Airport Enterprise Fund and the Sewer Operating Fund expires on December 31, 2024.

The City is requesting renewal of the Lease Agreement effective January 1, 2025, at an annual lease payment of \$30,515.07 and adjusted annually at the beginning of each fiscal year by an average of the Los Angeles and San Francisco Consumer Price Index, all items index. Lease terms allow the lease to continue until such time as the subject property is required for Airport development. Staff recommends that City Council renew the Lease Agreement to December 31, 2027.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the Sewer Operating Fund and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

ATTACHMENTS:

1. Draft Lease Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

LEASE AGREEMENT FOR USE OF AIRPORT PROPERTY
LOCATED AT THE PORTERVILLE MUNICIPAL AIRPORT
FOR TREATED WASTE WATER AND BIOSOLIDS DISPOSAL OPERATIONS

This Lease Agreement is entered into this 5th day of November, 2024, by and between the City of Porterville, a Charter Law City and Municipal Corporation, hereinafter referred to as "City," and the City of Porterville Airport Enterprise Fund, hereinafter referred to as "Airport."

WITNESSETH:

1. For and in consideration of the terms, conditions and covenants hereinafter contained, the Airport hereby lets, leases and demises unto the City, and the City hereby hires and takes from the Airport, that real property situated in the City of Porterville, in the County of Tulare, State of California, identified as Lots 12 & 13, as shown on the map attached as Exhibit "A."
2. This Lease Agreement shall be a three (3) year renewable agreement effective January 1, 2025, and ending on December 31, 2027.
3. City agrees to pay an annual lease payment to the Airport Enterprise Fund in the amount of \$30,515.07 adjusted at the beginning of each fiscal year by the rise or fall of the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the Los Angeles and San Francisco CPI, all items index.
4. This agreement shall become null and void in the event the Airport has a need for any or all of the subject property.

Dated this 5th day of November, 2024.

CITY OF PORTERVILLE

By: _____
Martha A. Flores, Mayor

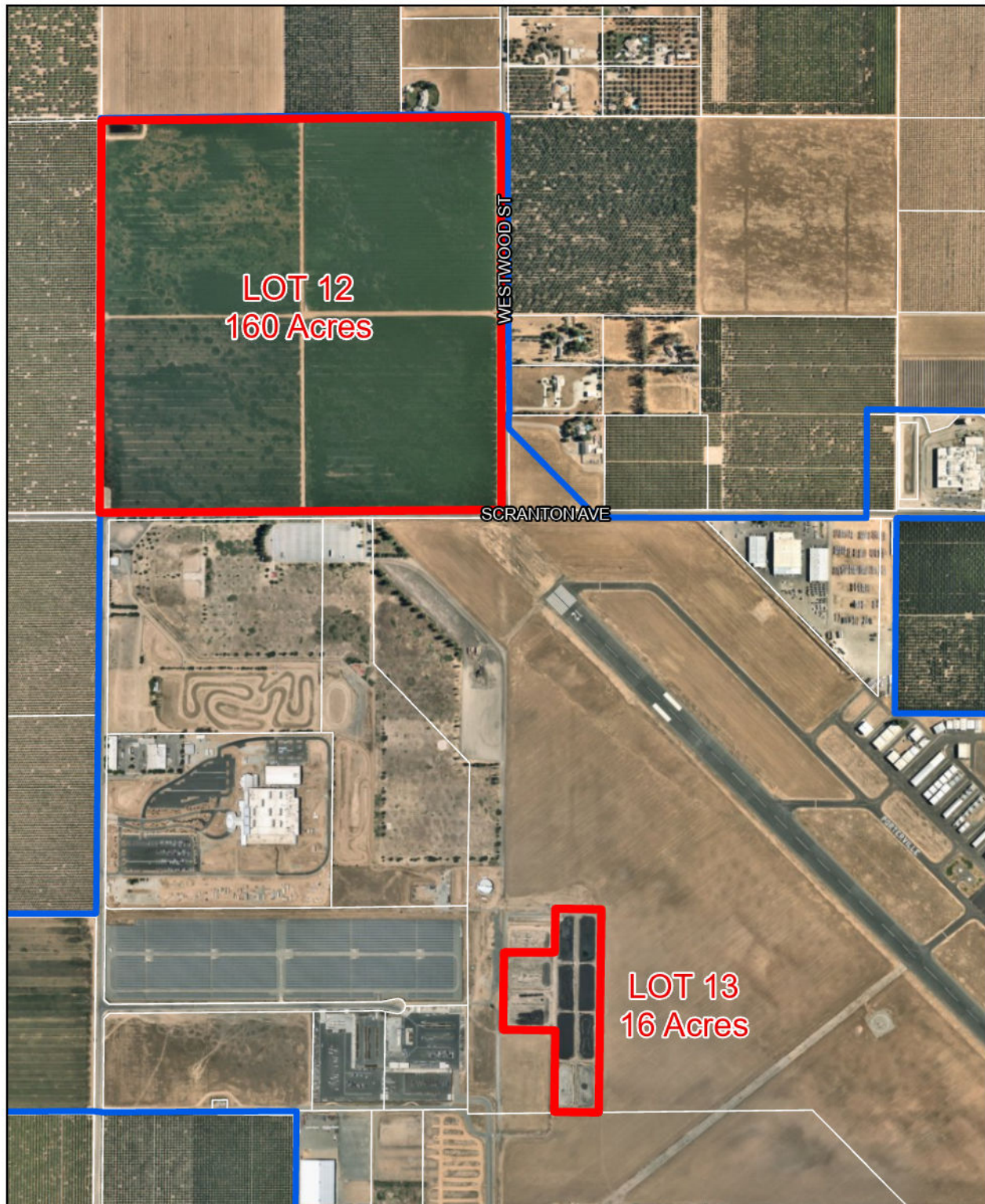
ATTEST:
Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

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

Julia Lew, City Attorney

Locator Map Airport Lease - WWTF



-  Lots
-  City Limits

1 in = 1,000 feet



Date Printed: 10/24/2024 by the Community Development Department

Exhibit A



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Renewal of Airport Lease - Sports Complex Parking

SOURCE: Finance

COMMENT: The City's Sports Complex currently leases 35.23 acres of airport land to supply vehicle parking for the Complex. The parking area is immediately adjacent to the Sports Complex as shown on the attached locator map.

The renewable Lease Agreement between the Airport Enterprise Fund and the City of Porterville expires on December 31, 2024. The City is requesting renewal of the lease agreement effective January 1, 2025, at an annual lease payment of \$7,340.41 and adjusted annually at the beginning of each fiscal year by an average of the Los Angeles and San Francisco Consumer Price Index, all items index. Lease terms allow the lease to continue until such time as the subject property is required for Airport development. Annual lease payments are to be made from the Park Development Fund. Staff recommends that City Council renew the Lease Agreement to December 31, 2027.

RECOMMENDATION: That the City Council approve the renewal of the Lease Agreement between the City of Porterville and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

ATTACHMENTS:

1. Draft Lease Agreement
2. Locator Map

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

LEASE AGREEMENT FOR USE OF AIRPORT PROPERTY
LOCATED AT THE PORTERVILLE MUNICIPAL AIRPORT
FOR PARKING AT THE CITY OF PORTERVILLE SPORTS COMPLEX

This Lease Agreement is entered into this 5th day of November, 2024, by and between the City of Porterville, a Charter Law City and Municipal Corporation, hereinafter referred to as "City," and the City of Porterville Airport Enterprise Fund, hereinafter referred to as "Airport."

WITNESSETH:

1. For and in consideration of the terms, conditions and covenants hereinafter contained, the Airport hereby lets, leases and demises unto the City, and the City hereby hires and takes from the Airport, that real property situated in the City of Porterville, in the County of Tulare, State of California, identified as 35.23 Acres adjacent to the Sports Center, as shown on the map attached as Exhibit "A."
2. This Lease Agreement shall be a three (3) year renewable agreement effective January 1, 2025, and ending on December 31, 2027.
3. City agrees to pay an annual lease payment to the Airport Enterprise Fund in the amount of \$7,340.41 adjusted at the beginning of each fiscal year by the rise or fall of the Consumer Price Index (CPI). The CPI used shall be a twelve (12) month average of the Los Angeles and San Francisco CPI, all items index.
4. This agreement shall become null and void in the event the Airport has a need for any or all of the subject property.

Dated this 5th day of November, 2024.

CITY OF PORTERVILLE

By: _____
Martha A. Flores, Mayor

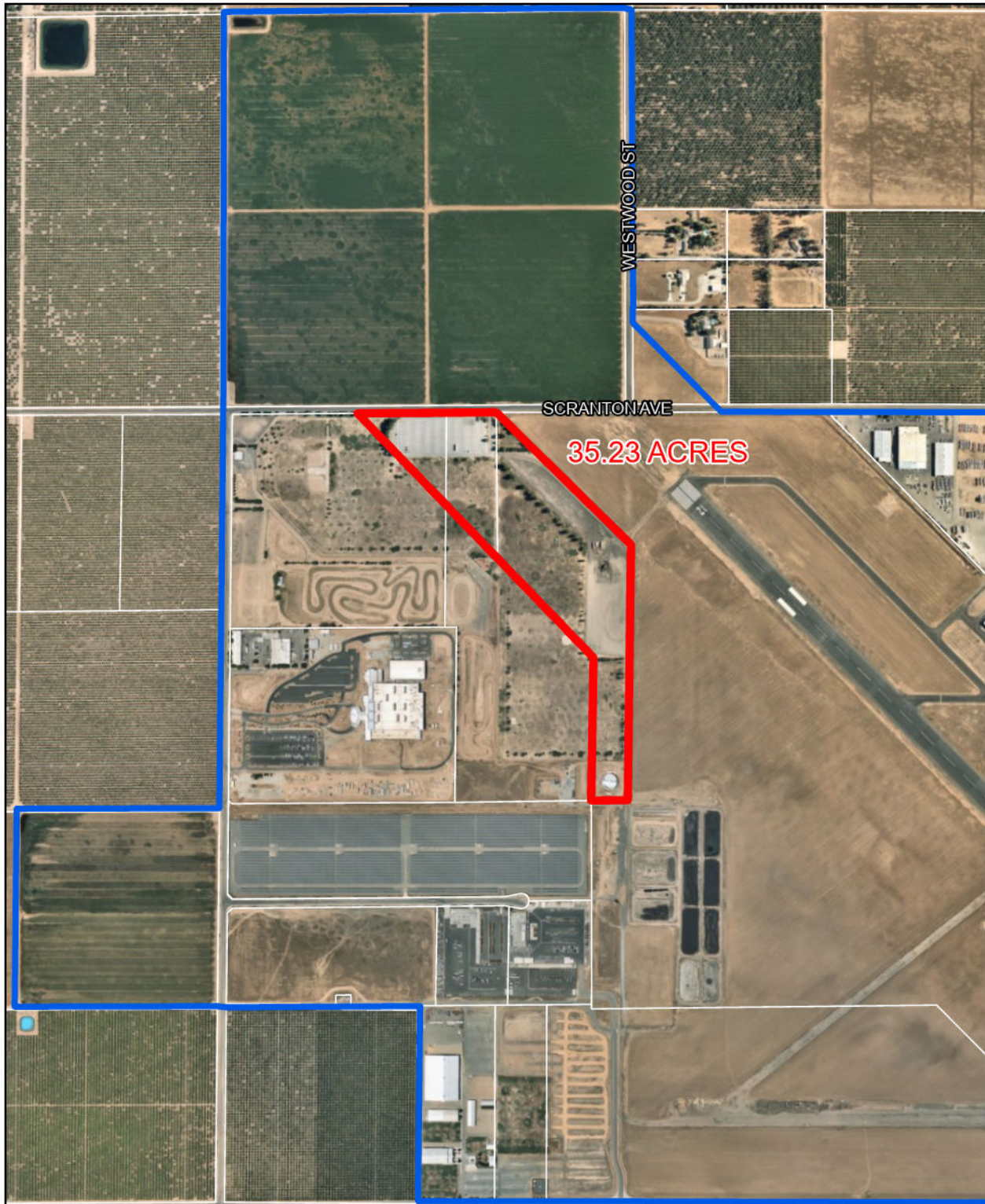
ATTEST:
Patrice Hildreth, City Clerk

APPROVED AS TO FORM:

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

Julia Lew, City Attorney

Locator Map Sports Complex



-  Project Location
-  City Limits

1 in = 1,000 feet



Date Printed: 10/24/2024 by the Community Development Department

Exhibit A



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Consideration of Approval for Renewal of Buxton Retail Recruitment Software

SOURCE: Community Development

COMMENT: At its meeting on October 3, 2023, the City Council authorized a one-year contract in the amount of \$35,000 with Buxton Company, LLC for retail recruitment software services. Since then, Buxton software has been utilized to support local economic development by providing staff with tools and data to assist in attracting retail development as well as to support local economic development efforts. Terms of the executed agreement state that services will automatically renew for subsequent one (1) year periods unless, at least ninety (90) days prior to the last day of the renewal term, either party provides written notice of an intent not to renew. Upon each annual renewal, the fee will increase by 5%.

The City is in receipt of a renewal invoice to extend services with Buxton through October 11, 2025, for \$36,750, and seeks the Council's approval to process the invoice for payment. Buxton software provides staff with custom reports for retail recruitment and economic development. Key features include mobile insight data (Mobilytics) with geofencing, capturing device IDs, and creating visitor demographic profiles. Updated daily, reports offer demographic comparisons, customer trends, and retailer site selection insights.

New features that have been added this year include:

- **Geography Comparisons in Configurable Demographics Reports.** This configurable demographic report now features a time-saving feature that allows the comparison of up to five areas at a time for quick and easy comparisons.
- **Customizable Census Datasets in Configurable Demographics Reports.** SCOUT's configurable demographic reports now gives the ability to customize which Census dataset is used in the report.

Staff has been pleased with the software and the customer service provided to date. Funding for the software is available within the Community Development Department budget.

RECOMMENDATION: That the City Council approve payment of the annual fee of

\$36,750 for Buxton retail recruitment software services through October 11, 2025.

ATTACHMENTS: 1. Buxton Renewal Invoice
 2. Executed Agreement - 2023

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager



Invoice

Page 1/1
Invoice 056715
Date 10/12/2024

Buxton

2651 South Polaris Drive
Fort Worth TX 76137

817-332-3681

Bill To: City of Porterville, CA
Attn: Lori Halleck, Administrative Assistant
291 North Main Street
Porterville CA 93257

Ship To: City of Porterville, CA
Jason Ridenour, Assistant City Manager
Attn: Lori Halleck, Administrative Assistant
291 North Main Street
Porterville CA 93257

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
NA		10000281		BDEMERS	DELIVERY	Net 30	10/12/2024	34,946
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1	1	0	8084RB	Economic Development Package		\$0.00	\$36,750.00	\$36,750.00

Economic Development Package
Contract Execution Date: 10/12/2023
Contract Expiration: *Auto-Renews
Billing Term: 10/12/2024-10/11/2025

Subtotal	\$36,750.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$36,750.00

ORDER FORM

Fee Schedule

Contract Start Date: Upon Execution

Contract End Date: 365 Days After Execution

Subscription	QTY	Subtotal
Economic Development Package Includes subscription to SCOUT with public sector reporting package, Match, and Mobilytics for the U.S.	1	\$35,000.00
Standard Support Package Included in your subscription.	1	\$0.00
Three (3) User Bundle Included in your subscription.	1	\$0.00

Year 1 Total Fee: \$35,000.00

Terms

- The initial term of this Order Form begins on the Start Date and extends through the End Date ("Initial Term"). This agreement shall thereafter automatically renew for subsequent one (1) year periods unless, at least ninety (90) days prior to the last day of the Initial Term or any Renewal Term, either party has provided the other written notice of an intent not to renew ("Renewal Term"). Upon each annual renewal, the fee will increase by 5%.
- If this Order Form is executed and/or returned to Buxton Company by Client after the Contract Start Date above, Buxton Company may adjust the Contract Start Date and Contract End Date, without increasing the Total Fee, based on the date Buxton Company activates the products and provided that the total term length does not change.
- Use of Buxton's software products indicates acceptance of Buxton's Terms of Service located at [this link](#), which shall be incorporated herein by reference. We suggest you print and retain a copy of these Terms of Service for your records.
- The fees will be invoiced as follows: Annually
- Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.
- Payment due in net 10 days upon receipt of invoice. Service will commence once payment is received.
- Please see the Appendix for information regarding your payment details.
- The geography included in your subscription level: National

Sign Here to Subscribe

Buxton Company, LLC, a Delaware limited liability company (f/k/a Buxton Company, Inc., a Texas corporation), appreciates the opportunity to present this Order Form.

We look forward to working with you.

City of Porterville, CA

Client Name Printed

Jason Ridenour

Client Title

Assistant City Manager

Primary Platform User Name

Jason Ridenour

Primary Account Owner Email Address

jridenour@ci.porterville.ca.us

Invoice Recipient Name

Lori Halleck

Invoice Recipient Email Address

lhalleck@ci.porterville.ca.us

Invoice Recipient Phone Number

(559) 782-7460

Billing Company Name

City of Porterville

Billing Address

291 N Main St.
Porterville CA 93257

Shipping Address

291 N Main St.
Porterville CA 93257

Is PO Required

No

PO Number?

NA

Tax Exempt?

No

Date of Client Acceptance

10 / 12 / 2023

Client Signature

Jason Ridenour

Buxton Signature

Mike Laudis



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Consideration of Approval of Side Letter Agreement for the Management Confidential Series

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives met with representatives of the Management Confidential Series (MCS) and reached an agreement to amend language currently in the Employee Pay & Benefit Plan pertaining to MCS employees. The amendment is necessary to comply with the upcoming changes to the Fair Labor Standards Act (FLSA). The FLSA changes will take effect on January 1, 2025, and are set to increase the salary threshold for overtime pay, causing certain positions within MCS to change from overtime-exempt to overtime-eligible.

City Council acceptance and approval of the side letter agreement is needed before staff executes the letter and is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the letter.

RECOMMENDATION: That the City Council:

1. Approve the side letter agreement amending the Employee Pay and Benefit Plan pertaining to the Management Confidential Series employees; and
2. Authorize staff to execute the agreement and amend the Employee Pay and Benefit Plan to reflect the change.

ATTACHMENTS: 1. Side Letter Agreement - MCS FLSA

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

SIDE AGREEMENT
BETWEEN
CITY OF PORTERVILLE
AND
MANAGEMENT CONFIDENTIAL SERIES

Effective January 1, 2025, the Fair Labor Standards Act (FLSA) salary threshold for overtime pay will increase to \$58,656 annually. This change will impact positions within the Management Confidential Series (MCS) that are currently designated as overtime exempt.

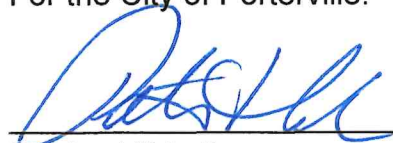
As of January 1st, if the MCS position salary range falls under range 202 - step A (\$58,980 annually), the position will be eligible for overtime and only qualify for 16 hours of administrative leave hours per calendar year.

If an overtime-eligible position receives a raise due to a negotiated adjustment and surpasses range 202 – step A, the position will once again be classified as overtime-exempt, with administrative leave hours reassigned and prorated as needed.

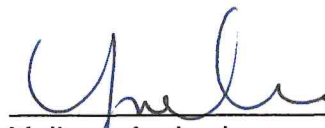
If a future minimum wage increase adjusts the FLSA salary threshold for overtime pay, the respective bargaining group representatives will be notified of the updated salary range, the list of affected positions, and the effective date said positions will become overtime eligible. Should such an adjustment occur mid-year, administrative leave hours shall not be adjusted for affected positions.

Signed and agreed this 25th day of October 2024.

For the City of Porterville:

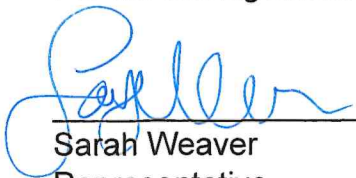


Patrice Hildreth
City Manager



Yuliana Andrade
Administrative Services Director

For the Management Confidential Series:



Sarah Weaver
Representative



Robert Campos
Representative



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Financial Status Reports

SOURCE: Finance

COMMENT: The City Charter requires financial reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending September 30, 2024, are submitted.

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

ATTACHMENTS: 1. Quarterly Financial Status Reports - September 30, 2024

Appropriated/Funded:

Review By:

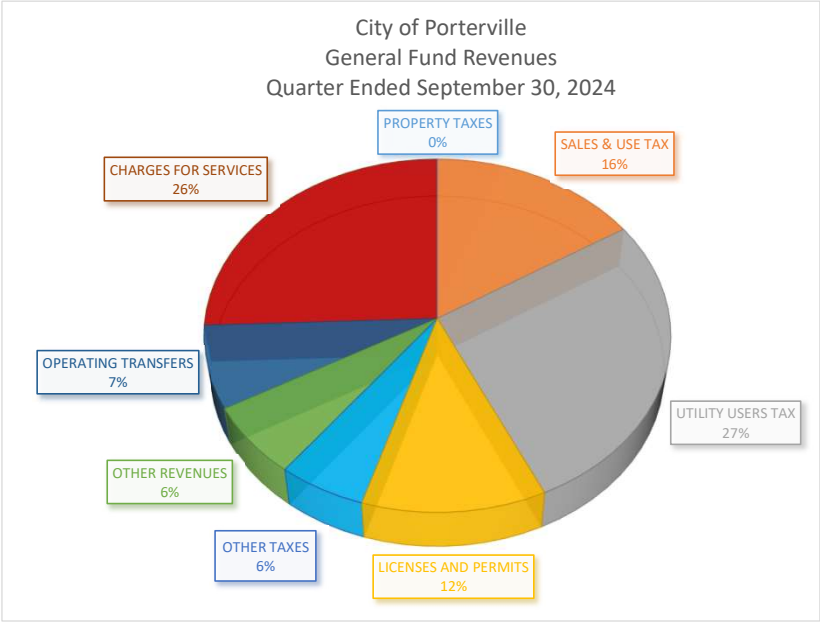
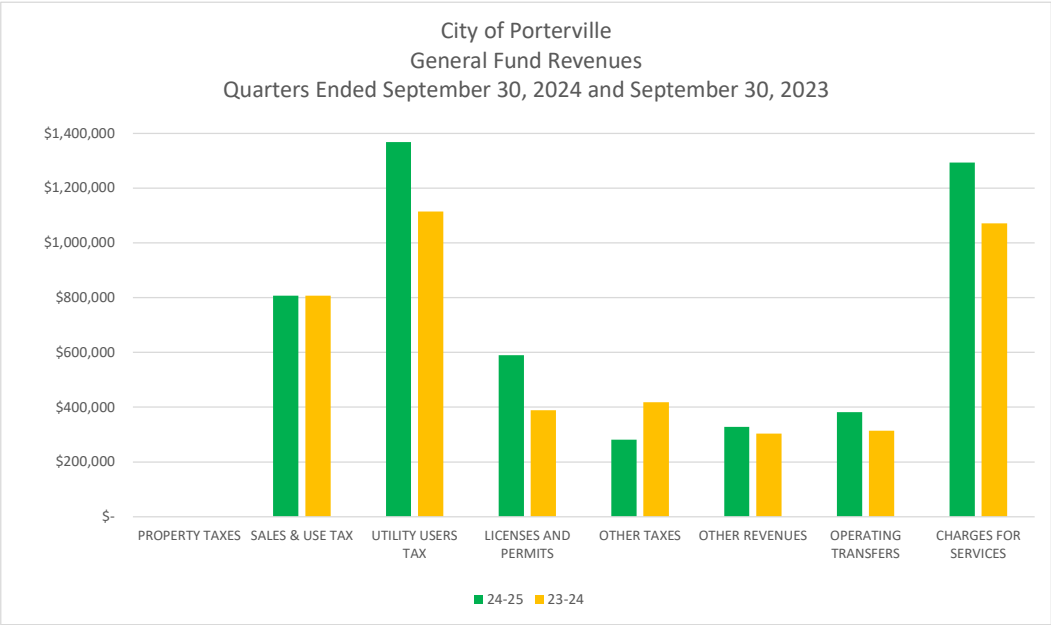
Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2024 AND SEPTEMBER 30, 2023**

REVENUE SOURCE	2024-2025 ESTIMATED REVENUE	2024-2025 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 9,395,000	\$ -	-	\$ 8,970,000	\$ -	-
OTHER TAXES:						
SALES AND USE TAX	8,301,435	737,256	8.88%	8,390,000	736,774	8.78%
UTILITY USERS TAX	5,250,000	1,368,644	26.07%	5,700,000	1,114,180	19.55%
TRANSIENT OCCUPANCY TAX	800,000	-	-	785,000	-	-
PROPERTY TRANSFER TAX	100,000	31,369	31.37%	100,000	11,430	11.43%
FRANCHISE TAX	1,861,134	250,291	13.45%	1,841,134	250,491	13.61%
SALES TAX - PUBLIC SAFETY	400,000	70,042	17.51%	400,000	70,581	17.65%
PAYMENT IN LIEU OF TAXES	676,084	-	-	676,084	156,513	-
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	1,071,000	323,922	30.24%	1,055,000	241,666	22.91%
CONSTRUCTION PERMITS	665,000	265,360	39.90%	655,000	147,131	22.46%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	77,000	-	-	65,000	-	-
OTHER TAXES	21,000	-	-	21,000	-	-
REVENUE FROM AGENCIES-GRANTS	14,796,307	15,347	0.10%	13,646,311	-	-
USE OF MONEY AND PROPERTY	850,065	277,005	32.59%	622,920	281,508	45.19%
FINES AND FORFEITURES	22,000	2,024	9.20%	24,500	2,171	8.86%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	122,000	75,040	61.51%	123,000	20,683	16.82%
POLICE	578,500	32,794	5.67%	505,000	109,901	21.76%
FIRE	117,000	105,866	90.48%	66,500	132,094	198.64%
LIBRARY	18,000	4,420	24.56%	12,000	4,893	40.78%
RECREATIONAL	317,900	75,615	23.79%	300,521	84,574	28.14%
INTERDEPARTMENTAL	2,800,000	979,259	34.97%	2,500,000	697,687	27.91%
OTHER	79,454	20,664	26.01%	77,454	21,043	27.17%
OTHER REVENUES	164,000	33,561	20.46%	153,000	20,251	13.24%
SUBTOTALS	\$ 48,482,879	\$ 4,668,479	9.63%	\$ 46,689,424	\$ 4,103,571	8.79%
OPERATING TRANSFERS	1,424,948	261,751	18.37%	1,404,053	264,581	18.84%
DEBT SERVICE TRANSFERS	195,500	60,002	30.69%	195,300	49,894	25.55%
TOTALS	\$ 50,103,327	\$ 4,990,232	9.96%	\$ 48,288,777	\$ 4,418,046	9.15%

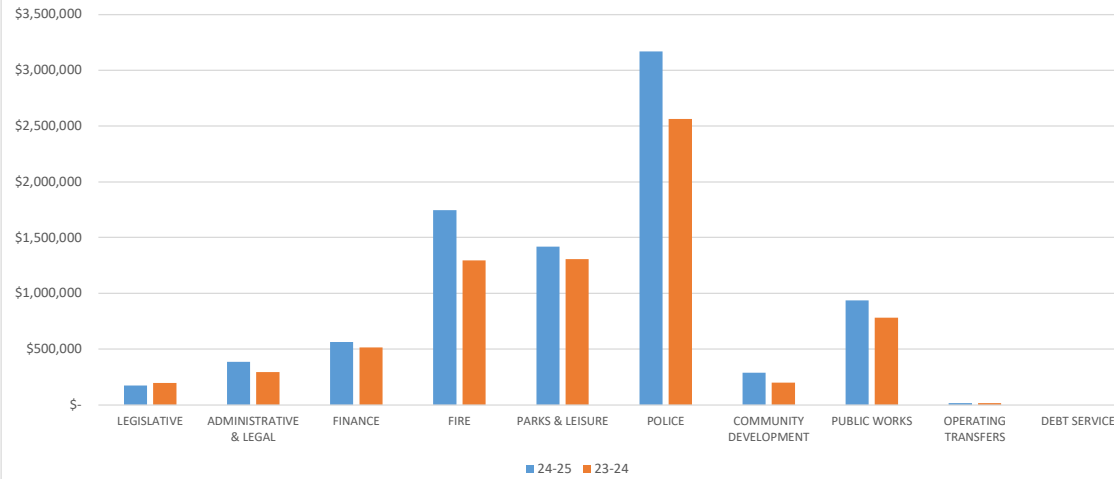


CITY OF PORTERVILLE

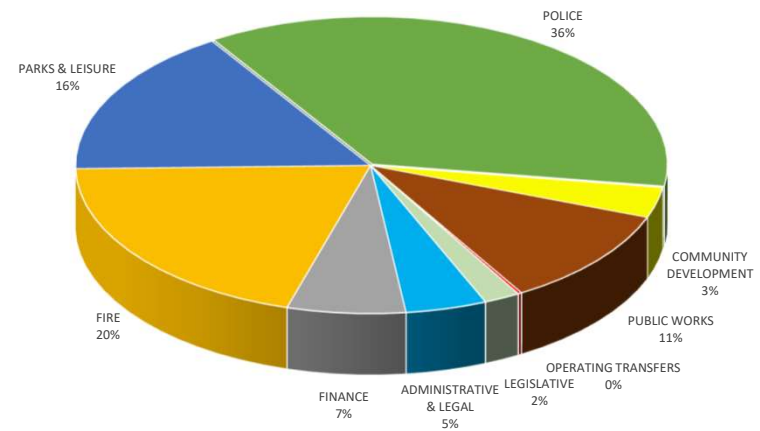
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2024 AND SEPTEMBER 30, 2023**

	2024-2025 AMENDED APPROP	2024-2025 YEAR-TO-DATE EXPEND	% OF APPROP	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 264,700	\$ 7,249	2.7%	\$ 288,950	\$ 6,580	2.3%
COMMUNITY PROMOTION	385,202	73,445	19.1%	344,333	80,711	23.4%
EMERGENCY - LIBRARY	208,900	28,348	13.6%	633,283	45,846	7.2%
EMERGENCY - STORMS	311,000	62,644	20.1%	135,700	63,314	46.7%
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	634,447	148,452	23.4%	487,770	116,374	23.9%
CITY CLERK	372,377	105,806	28.4%	328,130	71,234	21.7%
HUMAN RESOURCES	588,147	132,064	22.5%	458,284	105,715	23.1%
CITY ATTORNEY	200,000	-	-	200,000	-	-
FINANCE:						
FINANCE & ACCOUNTING	1,500,148	301,787	20.1%	1,340,386	277,594	20.7%
INFORMATION SERVICES	737,576	183,655	24.9%	678,928	150,387	22.2%
ADMINISTRATIVE SERVICES	378,608	78,407	20.7%	376,694	85,529	22.7%
POLICE PROTECTION	12,721,613	3,168,214	24.9%	12,166,426	2,562,859	21.1%
FIRE PROTECTION	5,826,797	1,746,607	30.0%	5,035,134	1,293,837	25.7%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	893,020	167,742	18.8%	808,063	126,887	15.7%
ECONOMIC DEVELOPMENT	538,550	121,166	22.5%	528,208	74,155	14.0%
PUBLIC WORKS:						
ENGINEERING & BUILDING	2,089,961	613,776	29.4%	1,985,770	440,248	22.2%
STREET MAINTENANCE	681,093	127,734	18.8%	665,102	134,366	20.2%
SIGNALS, SIGNING & STRIPING	417,045	62,266	14.9%	391,661	59,599	15.2%
STREET LIGHTING	663,055	121,644	18.3%	637,951	114,505	17.9%
STORM DRAINS	-	-	-	95,474	20,234	21.2%
PARKING LOTS	88,955	10,357	11.6%	86,951	12,422	14.3%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,899,133	730,356	25.2%	2,789,869	671,135	24.1%
STREET TREES & PARKWAYS	261,903	79,398	30.3%	304,479	44,326	14.6%
LEISURE SERVICES	447,120	108,552	24.3%	440,937	84,000	19.1%
LEISURE SERVICES - SPECIAL PROG	468,168	122,686	26.2%	449,336	221,962	49.4%
SWIMMING POOL	264,132	122,373	46.3%	258,832	123,448	47.7%
LIBRARY OPERATIONS	877,962	183,458	20.9%	873,445	156,589	17.9%
HOMELESS ENCAMPMENTS	304,664	62,522	20.5%	-	-	-
SPECIAL PROJECTS	55,570	9,485	17.1%	37,955	4,937	13.0%
SUB TOTALS	35,079,846	8,680,193	24.7%	32,828,051	7,148,793	21.8%
OPERATING TRANSFERS	200,000	17,250	8.6%	79,000	17,250	21.8%
DEBT SERVICE	1,629,657	-	-	1,626,622	-	-
	<u>\$ 36,909,503</u>	<u>\$ 8,697,443</u>	23.6%	<u>\$ 34,533,673</u>	<u>\$ 7,166,043</u>	20.8%

City of Porterville
General Fund Expenditures
Quarters Ended September 30, 2024 and September 30, 2023



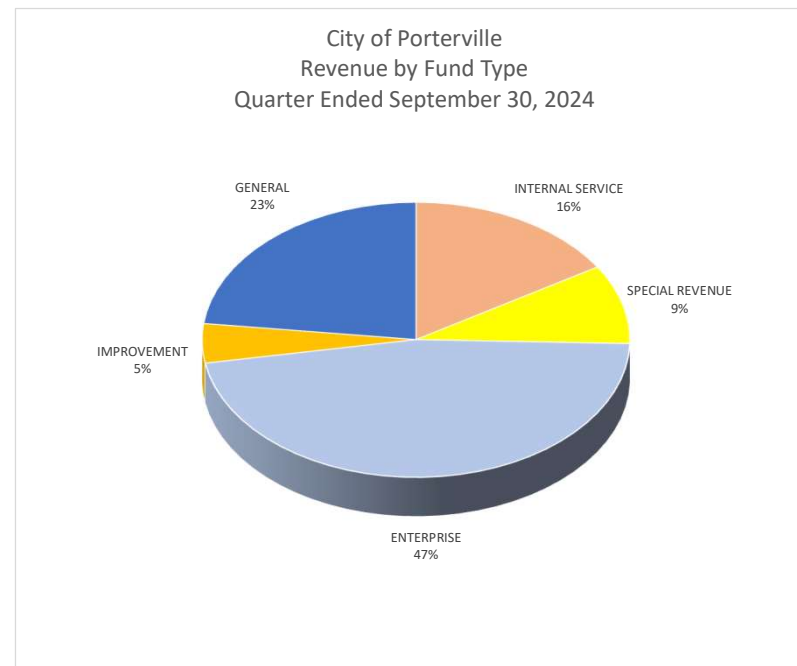
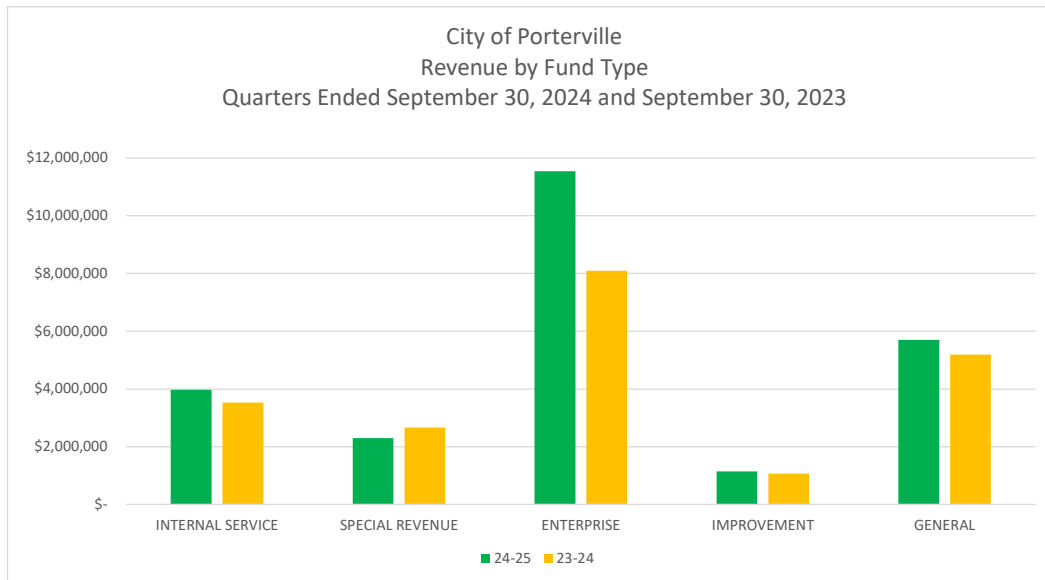
City of Porterville
General Fund Expenditures
Quarter Ended September 30, 2024



CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2024 AND SEPTEMBER 30, 2023**

REVENUE SOURCE	2024-2025 ESTIMATED REVENUE	2024-2025 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2023-2024 ESTIMATED REVENUE	2023-2024 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 5,625,683	\$ 484,102	8.6%	\$ 5,485,500	\$ 507,943	9.3%
MEASURE I SALES TAX	11,387,913	1,033,004	9.1%	10,974,000	1,086,345	9.9%
AMERICAN RESCUE PLAN ACT	8,457,167	166,111	2.0%	8,308,913	421,384	5.1%
SPECIAL GAS TAX	5,298,534	1,068,782	20.2%	4,704,338	1,287,473	27.4%
LOCAL TRANSPORTATION FUNDS (LTF)	49,641,951	202,358	0.4%	27,290,500	242,686	0.9%
TRAFFIC SAFETY FUND	80,800	12,373	15.3%	101,000	15,711	15.6%
ZALUD ESTATE	6,600	1,159	17.6%	6,800	905	13.3%
COMMUNITY DEVELOPMENT BLOCK GRANT	3,559,140	36,331	1.0%	3,170,500	14,727	0.5%
TRANSIT	12,538,184	22,288	0.2%	-	-	-
SPECIAL SAFETY GRANTS	906,138	102,729	11.3%	906,071	-	-
SEWER OPERATING	8,447,800	3,018,713	35.7%	7,444,900	1,792,555	24.1%
REFUSE REMOVAL	9,296,448	2,671,843	28.7%	6,991,600	1,705,566	24.4%
AIRPORT OPERATIONS	1,747,174	1,467,321	84.0%	1,708,810	572,064	33.5%
GOLF COURSE	295,600	66,685	22.6%	250,600	93,210	37.2%
WATER OPERATING	13,539,500	4,285,447	31.7%	13,645,000	3,932,714	28.8%
RISK MANAGEMENT	9,450,200	2,418,344	25.6%	9,159,250	2,239,861	24.5%
EQUIPMENT MAINTENANCE	4,765,000	1,560,266	32.7%	4,739,200	1,282,093	27.1%
LANDSCAPE MAINTENANCE DISTRICT	186,000	-	-	177,000	-	-
WATER REPLACEMENT	4,245,000	364,997	8.6%	4,012,000	411,503	10.3%
SOLID WASTE RESERVE	985,000	257,717	26.2%	961,168	258,169	26.9%
SEWER REVOLVING	584,000	149,240	25.6%	433,000	184,777	42.7%
TRANSPORTATION DEVELOPMENT	170,000	108,529	63.8%	210,000	59,284	28.2%
PARK DEVELOPMENT	50,100	22,897	45.7%	50,100	12,986	25.9%
TREATMENT PLANT RESERVE	980,000	365,596	37.3%	1,010,870	217,634	21.5%
STORM DRAIN DEVELOPMENT	240,000	92,085	38.4%	230,000	99,480	43.3%
BUILDING CONSTRUCTION	2,500	1,440	57.6%	2,000	1,175	58.8%
TOTALS	\$ 152,486,432	\$ 19,980,357	13.1%	\$ 111,973,120	\$ 16,440,245	14.7%



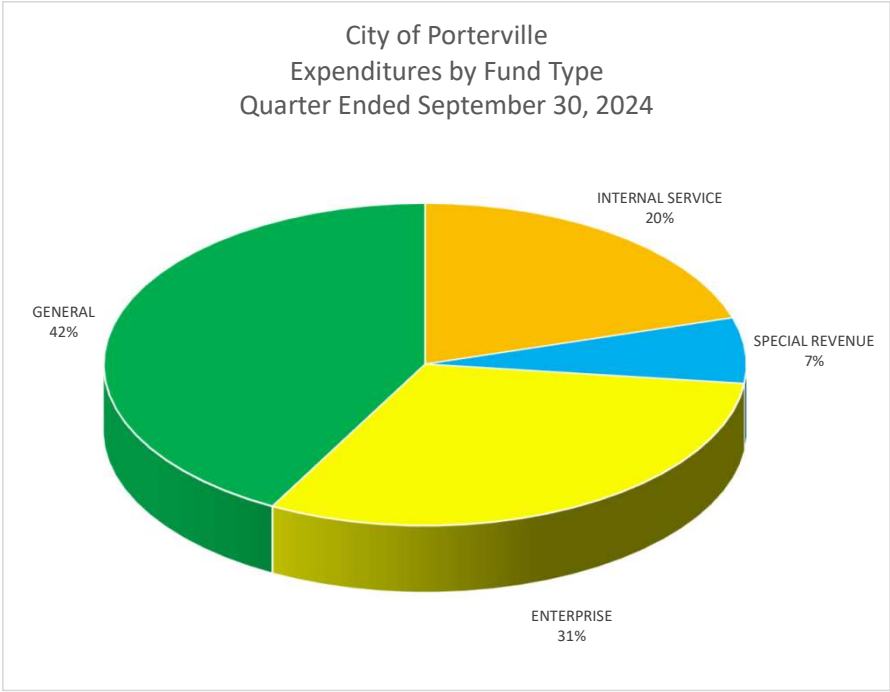
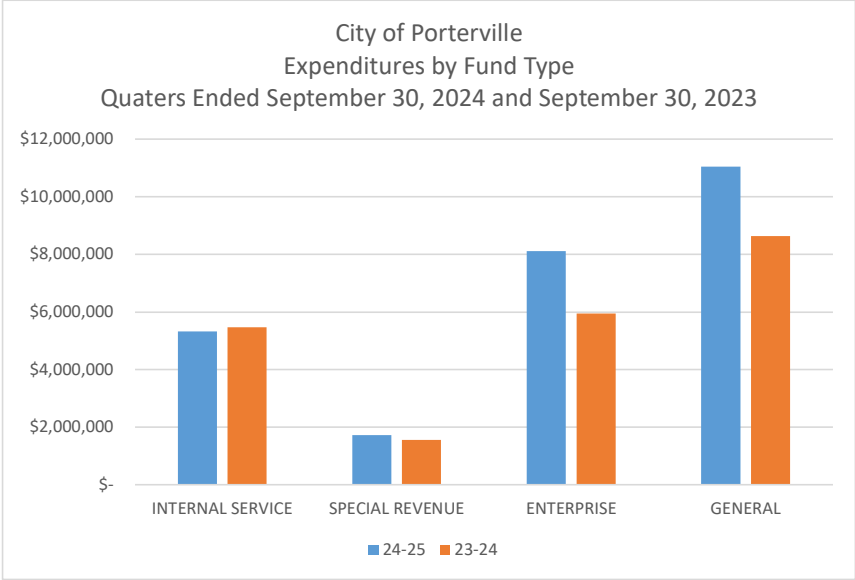
CITY OF PORTERVILLE

EXPENDITURE STATUS REPORT - ALL OTHER FUNDS

FOR THE QUARTERS ENDED

SEPTEMBER 30, 2024 AND SEPTEMBER 30, 2023

	2024-2025 AMENDED APPROP	2024-2025 YEAR-TO-DATE EXPEND	% OF APPROP	2023-2024 AMENDED APPROP	2023-2024 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 5,423,690	\$ 1,361,675	25.1%	\$ 4,972,164	\$ 1,126,062	22.6%
MEASURE I SALES TAX	9,853,312	2,363,458	24.0%	8,353,246	1,480,563	17.7%
AMERICAN RESCUE PLAN ACT	737,167	33,007	4.5%	996,454	122,004	12.2%
ZALUD ESTATE	41,598	10,118	24.3%	39,480	8,705	22.0%
COMMUNITY DEVELOPMENT BLOCK GRANT	171,600	29,068	16.9%	451,464	49,813	11.0%
TRANSIT	6,360,432	1,562,414	24.6%	-	-	-
SPECIAL SAFETY GRANTS	940,418	259,765	27.6%	1,039,625	216,123	20.8%
SEWER OPERATING	6,675,085	1,558,195	23.3%	6,299,829	1,387,191	22.0%
REFUSE REMOVAL	7,980,817	1,840,939	23.1%	7,427,270	1,675,350	22.6%
AIRPORT	1,744,414	851,078	48.8%	1,604,969	466,253	29.1%
GOLF COURSE	579,801	151,827	26.2%	562,003	137,289	24.4%
WATER OPERATING	11,235,872	2,137,478	19.0%	12,284,741	2,272,771	18.5%
RISK MANAGEMENT	10,661,884	4,377,915	41.1%	9,665,230	4,503,034	46.6%
EQUIPMENT MAINTENANCE	4,825,530	952,968	19.7%	4,751,272	959,681	20.2%
LANDSCAPE MAINTENANCE DISTRICT	235,903	41,291	17.5%	239,870	41,095	17.1%
TOTALS	\$ <u>67,467,523</u>	\$ <u>17,531,196</u>	26.0%	\$ <u>58,687,617</u>	\$ <u>14,445,934</u>	24.6%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Quarters Ended September 30, 2024 and September 30, 2023

	<u>FY 2024-25</u>	<u>FY 2023-24</u>
REVENUES		
Sales Tax - Measure H	\$ 448,268	483,792
Interest	35,834	23,495
Police Services	-	656
TOTAL REVENUES	<u>484,102</u>	<u>507,943</u>
EXPENDITURES		
Police Department	540,844	440,520
Fire Department	647,586	498,923
Public Safety Station	60,414	58,995
Library & Literacy	112,831	127,624
TOTAL EXPENDITURES	<u>1,361,675</u>	<u>1,126,062</u>
CAPITAL PROJECTS		
Fire Department Classroom/Training	<u>51,082</u>	<u>-</u>
TOTAL CAPITAL PROJECTS	<u>51,082</u>	<u>-</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (928,655)</u>	<u>\$ (618,119)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Quarters Ended September 30, 2024 and September 30, 2023

	<u>FY 2024-25</u>	<u>FY 2023-24</u>
REVENUES		
Sales Tax - Measure I	\$ 892,528	\$ 967,140
Sales Tax - Measure R	5,186	-
Interest	133,848	119,159
Police Services	1,442	46
TOTAL REVENUES	<u>1,033,004</u>	<u>1,086,345</u>
EXPENDITURES		
Police Department	1,542,613	935,554
Fire Department	791,408	539,292
Streets Program	5,281	5,716
Litter Abatement Program	24,156	-
TOTAL EXPENDITURES	<u>2,363,458</u>	<u>1,480,562</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	-	175,772
Fire Dept Training Grounds Dev	-	118
Fire Station Remodel/Additions	-	96,250
Morton Ave Reconstruction	12,674	23,462
Villa St Reconstruction - Olive to Henderson	2,257,603	3,920
TOTAL CAPITAL PROJECTS	<u>2,270,277</u>	<u>299,522</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ (3,600,731)</u>	<u>\$ (693,739)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Quarters Ended September 30, 2024 and September 30, 2023

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>9/30/2024 NET OPERATING PROFIT (LOSS)</u>	<u>9/30/2023 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 1,159	\$ (10,118)	\$ (8,959)	\$ (7,800)
Transit	\$ 22,288	\$ (1,562,414)	\$ (1,540,126)	\$ -
Sewer Operating	\$ 3,018,713	\$ (1,558,195)	\$ 1,460,518	\$ 405,363
Solid Waste	\$ 2,671,843	\$ (1,840,939)	\$ 830,904	\$ 30,216
Airport	\$ 1,467,320	\$ (851,078)	\$ 616,242	\$ 105,811
Golf	\$ 66,685	\$ (151,827)	\$ (85,142)	\$ (44,078)
Water Operating	\$ 4,285,447	\$ (2,137,478)	\$ 2,147,969	\$ 1,659,943



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Quarterly Investment Portfolio

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City as of September 30, 2024, and is in compliance with California Government Section 27000, etc., Section 53600, etc. and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the Quarterly Investment Portfolio Summary Report.

ATTACHMENTS: 1. Investment Portfolio Summary - September 30, 2024

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF SEPTEMBER 30, 2024

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	9,407,947	\$ 9,373,288	4.710%	DAILY	DAILY	1
1104	CSJVRMA INVESTMENT FUND	7,556,975	7,661,425	2.150%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	10,254,484	10,254,484	3.600%	DAILY	DAILY	30
CA-01-0026	CALIFORNIA CLASS	7,357,687	7,357,687	5.041%	DAILY	DAILY	1
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	5,174
3130AQRM7	FEDERAL HOME LOAN BANKS	1,000,000	988,030	1.550%	2/25/2022	2/25/2025	148
3130ARQ95	FEDERAL HOME LOAN BANKS	1,000,000	992,340	3.030%	4/29/2022	4/28/2025	210
3130ASQ21	FEDERAL HOME LOAN BANKS	1,000,000	994,770	3.150%	5/23/2022	5/23/2025	235
3134GXUC6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	994,830	3.400%	5/27/2022	5/23/2025	235
3134GXF66	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	996,390	4.000%	8/1/2022	8/1/2025	305
3130ASU98	FEDERAL HOME LOAN BANKS, STEP-UF	1,000,000	999,760	4.000%	8/25/2022	8/25/2025	329
3135GACV1	FEDERAL NATIONAL MORTGAGE ASSO	1,000,000	997,110	4.000%	8/30/2022	8/28/2025	332
3130ATG35	FEDERAL HOME LOAN BANKS	1,000,000	999,850	5.000%	10/17/2022	10/17/2025	382
3133ENR77	FEDERAL FARM CREDIT BANKS	1,000,000	998,840	4.920%	10/12/2022	1/12/2026	469
3130AQJJ3	FEDERAL HOME LOAN BANKS	1,000,000	974,100	1.250%	1/26/2022	1/26/2026	483
3130AKXB7	FEDERAL HOME LOAN BANKS	2,000,000	1,912,340	0.580%	3/18/2021	2/11/2026	499
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	934,479	1.000%	3/23/2021	3/23/2026	539
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	960,860	1.050%	3/25/2021	3/25/2026	541
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	967,390	0.750%	3/30/2021	3/30/2026	546
3130AM3R1	FEDERAL HOME LOAN BANKS	1,000,000	955,820	1.000%	4/29/2021	4/29/2026	576
3134GXXF6	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	988,210	3.500%	6/28/2022	6/26/2026	634
3130ASD71	FEDERAL HOME LOAN BANKS	1,000,000	991,410	3.200%	6/29/2022	6/29/2026	637
3130B1VV6	FEDERAL HOME LOAN BANKS	1,000,000	1,000,340	5.500%	7/9/2024	7/9/2026	647
3130B2GY5	FEDERAL HOME LOAN BANKS	1,000,000	999,620	5.200%	8/23/2024	8/12/2026	681
3130ANM64	FEDERAL HOME LOAN BANKS	1,000,000	947,950	1.000%	8/26/2021	8/26/2026	695
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,894,240	1.040%	9/21/2021	9/21/2026	721
3130ANUX6	FEDERAL HOME LOAN BANKS	1,000,000	947,860	1.100%	9/28/2021	9/28/2026	728
3133ENN89	FEDERAL FARM CREDIT BANKS	2,000,000	1,998,520	4.870%	9/28/2022	9/28/2026	728
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	949,230	1.125%	9/29/2021	9/29/2026	729
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	947,740	1.100%	9/30/2021	9/30/2026	730
3130APCX1	FEDERAL HOME LOAN BANKS	1,000,000	949,760	1.250%	10/26/2021	10/26/2026	756
3130APDQ5	FEDERAL HOME LOAN BANKS	1,000,000	949,620	1.250%	10/28/2021	10/28/2026	758
3130APG82	FEDERAL HOME LOAN BANKS	1,000,000	960,420	0.850%	11/2/2021	10/28/2026	758
3130APTJ4	FEDERAL HOME LOAN BANKS	1,000,000	947,790	1.250%	11/24/2021	11/24/2026	785
3130APU37	FEDERAL HOME LOAN BANKS	1,000,000	948,820	1.300%	11/24/2021	11/24/2026	785
3130AQ7F4	FEDERAL HOME LOAN BANKS	1,500,000	1,429,245	1.600%	12/30/2021	12/30/2026	821
3130AQ5Q2	FEDERAL HOME LOAN BANKS	2,000,000	1,901,380	1.500%	12/30/2021	12/30/2026	821
3133ENNG1	FEDERAL FARM CREDIT BANKS	2,000,000	1,914,120	1.860%	2/8/2022	2/8/2027	861
3130AQRH8	FEDERAL HOME LOAN BANKS	1,000,000	959,400	2.000%	2/25/2022	2/25/2027	878
3130ARA76	FEDERAL HOME LOAN BANKS	2,000,000	1,927,380	2.250%	3/30/2022	3/30/2027	911
3130ARU74	FEDERAL HOME LOAN BANKS	1,000,000	986,610	3.375%	5/17/2022	5/17/2027	959
3130ARUX7	FEDERAL HOME LOAN BANKS	1,000,000	995,130	3.750%	5/19/2022	5/19/2027	961
3130ASD63	FEDERAL HOME LOAN BANKS	1,000,000	989,650	3.250%	6/28/2022	6/28/2027	1,001
3130ASFQ7	FEDERAL HOME LOAN BANKS	1,000,000	998,770	4.000%	6/29/2022	6/29/2027	1,002
3134H14X8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	1,000,300	5.625%	7/8/2024	7/8/2027	1,011
3130ASPE3	FEDERAL HOME LOAN BANKS	1,000,000	998,900	4.300%	7/28/2022	7/28/2027	1,031
3133ENL32	FEDERAL FARM CREDIT BANKS	1,000,000	989,620	4.230%	9/8/2022	9/8/2027	1,073
3133ERSM4	FEDERAL FARM CREDIT BANKS	1,000,000	1,000,830	4.330%	9/10/2024	9/10/2027	1,075
3130B2WF8	FEDERAL HOME LOAN BANKS	1,000,000	999,620	4.650%	9/27/2024	9/16/2027	1,081
3134HAPM9	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	993,260	3.600%	9/30/2024	9/30/2027	1,095
3134GX3K8	FEDERAL HOME LOAN MORTGAGE COF	1,000,000	999,920	5.250%	10/20/2022	10/20/2027	1,115
3134HAGR8	FEDERAL HOME LOAN MORTGAGE COF	500,000	497,345	4.000%	8/28/2024	8/28/2028	1,428
3130B2WE1	FEDERAL HOME LOAN BANKS	1,000,000	999,260	4.750%	9/27/2024	9/18/2028	1,449
912797LQ8	US TREASURY BILL	1,000,637	1,001,001	4.503%	9/25/2024	12/19/2024	80
912797KJ5	US TREASURY BILL	1,008,953	1,009,194	4.352%	9/25/2024	3/20/2025	171
13605WWW7	CANADIAN IMPERIAL BANK	1,000,000	983,360	2.500%	4/28/2020	4/10/2025	192
89236TKC8	TOYOTA MOTOR CRD CORP	1,000,000	997,380	3.950%	9/8/2022	6/30/2025	273
17298CK64	CITIGROUP INC	1,000,000	962,310	1.000%	8/28/2020	8/28/2025	332
06748XQR5	BARCLAYS BANK	1,000,000	992,550	4.500%	9/12/2022	3/12/2026	528
89114TK84	TORONTO DOMINION BANK	2,000,000	1,887,740	1.050%	6/16/2021	3/16/2026	532
06368EWM0	BANK OF MONTREAL	2,000,000	1,894,460	1.220%	3/17/2021	3/17/2026	533
06048WV56	BANK OF AMERICA	1,000,000	985,640	4.000%	5/5/2022	5/5/2026	582
17290A3E8	CITIGROUP INC	1,000,000	937,930	1.250%	7/1/2021	7/1/2026	639
90279GH44	UBS	1,000,000	997,920	5.650%	7/31/2023	7/31/2026	669
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	940,750	1.400%	9/30/2021	9/30/2026	730

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
48135NNN2	JP MORGAN CHASE FINL CO	2,000,000	2,002,480	5.100%	7/31/2024	7/30/2027	1,033
06048WZ29	BANK OF AMERICA CORP	1,000,000	977,070	6.000%	10/20/2022	10/20/2027	1,115
78014RKF6	ROYAL BANK OF CANADA	1,000,000	994,460	5.450%	1/18/2023	1/18/2028	1,205
61766YMT5	MORGAN STANLEY FIN	1,000,000	996,450	5.150%	1/20/2023	1/20/2028	1,207
25161FUC0	DEUTSCHE BANK	1,000,000	1,006,980	5.150%	2/13/2024	2/13/2029	1,597
90262Y801	UBS SELECT	1,000,564	1,000,564	5.010%	8/28/2024	DAILY	1
90262Y802	UBS SELECT	1,250,260	1,250,260	5.010%	9/30/2024	DAILY	1
23204HLJ5	CERTIFICATE OF DEPOSIT	250,000	249,955	4.500%	10/26/2022	10/28/2024	28
12547CAK4	CERTIFICATE OF DEPOSIT	250,000	249,888	4.600%	2/24/2023	2/24/2025	147
654062LB2	CERTIFICATE OF DEPOSIT	250,000	249,533	4.100%	9/28/2022	3/28/2025	179
02589AC34	CERTIFICATE OF DEPOSIT	250,000	247,560	2.550%	4/17/2022	4/7/2025	189
32022RRW9	CERTIFICATE OF DEPOSIT	250,000	247,765	3.050%	7/25/2022	7/25/2025	298
06740KQZ3	CERTIFICATE OF DEPOSIT	250,000	248,195	3.300%	7/27/2022	7/28/2025	301
20825WAZ3	CERTIFICATE OF DEPOSIT	249,000	247,528	3.400%	8/15/2022	8/15/2025	319
795451CD3	CERTIFICATE OF DEPOSIT	240,000	238,409	3.350%	8/24/2022	8/25/2025	329
33847GJU7	CERTIFICATE OF DEPOSIT	243,000	245,586	5.150%	9/11/2024	9/11/2025	346
06168LAB4	CERTIFICATE OF DEPOSIT	244,000	244,500	4.150%	10/12/2022	10/14/2025	379
693963AB6	CERTIFICATE OF DEPOSIT	249,000	249,647	4.200%	10/14/2022	10/14/2025	379
178180GQ2	CERTIFICATE OF DEPOSIT	244,000	246,399	4.850%	11/9/2022	11/10/2025	406
05580AM92	CERTIFICATE OF DEPOSIT	248,000	243,784	2.750%	4/22/2022	4/22/2026	569
60425SKA6	CERTIFICATE OF DEPOSIT	249,000	251,019	4.400%	4/24/2023	4/24/2026	571
86158RBA6	CERTIFICATE OF DEPOSIT	249,000	252,628	4.700%	6/30/2023	6/30/2026	638
02007GWJ8	CERTIFICATE OF DEPOSIT	246,000	243,004	3.150%	7/21/2022	7/21/2026	659
682325DH5	CERTIFICATE OF DEPOSIT	250,000	254,845	4.800%	4/6/2023	10/6/2026	736
87165FE42	CERTIFICATE OF DEPOSIT	249,000	235,400	1.100%	11/12/2021	11/12/2026	773
07181JAU8	CERTIFICATE OF DEPOSIT	249,000	255,183	5.000%	11/22/2022	11/23/2026	784
14042TEH6	CERTIFICATE OF DEPOSIT	249,000	235,738	1.250%	12/8/2021	12/8/2026	799
89235MMH1	CERTIFICATE OF DEPOSIT	249,000	235,723	1.250%	12/9/2021	12/9/2026	800
052392CH8	CERTIFICATE OF DEPOSIT	248,000	254,051	4.950%	12/16/2022	12/16/2026	807
25844MAN8	CERTIFICATE OF DEPOSIT	247,000	250,194	4.400%	1/18/2023	1/19/2027	841
856285F63	CERTIFICATE OF DEPOSIT	246,000	235,055	1.800%	1/31/2022	2/1/2027	854
70962LBE1	CERTIFICATE OF DEPOSIT	249,000	237,103	1.700%	2/18/2022	2/18/2027	871
011852AD2	CERTIFICATE OF DEPOSIT	248,000	253,191	4.700%	3/8/2027	3/8/2027	889
02589ABQ4	CERTIFICATE OF DEPOSIT	245,000	234,781	2.000%	3/9/2022	3/9/2027	890
39573LDA3	CERTIFICATE OF DEPOSIT	245,000	235,251	2.100%	3/15/2022	3/15/2027	896
58404DNW7	CERTIFICATE OF DEPOSIT	248,000	241,914	2.800%	4/29/2022	4/29/2027	941
254673D94	CERTIFICATE OF DEPOSIT	246,000	242,253	3.200%	5/18/2022	5/19/2027	961
07371C6Y0	CERTIFICATE OF DEPOSIT	246,000	240,972	3.000%	6/15/2022	6/9/2027	982
38150VCG2	CERTIFICATE OF DEPOSIT	246,000	240,905	3.000%	6/15/2022	6/15/2027	988
50625LBN2	CERTIFICATE OF DEPOSIT	249,000	245,482	3.250%	6/15/2022	6/15/2027	988
472312AA5	CERTIFICATE OF DEPOSIT	249,000	254,837	4.700%	6/29/2023	6/29/2027	1,002
88413QDN5	CERTIFICATE OF DEPOSIT	245,000	241,575	3.300%	8/19/2022	8/19/2027	1,053
89789AAG2	CERTIFICATE OF DEPOSIT	248,000	254,207	4.700%	3/10/2023	9/10/2027	1,075
32022RSY4	CERTIFICATE OF DEPOSIT	249,000	246,219	3.400%	9/14/2022	9/14/2027	1,079
52470QBV5	CERTIFICATE OF DEPOSIT	249,000	246,898	3.500%	9/23/2022	9/23/2027	1,088
530520AB1	CERTIFICATE OF DEPOSIT	249,000	254,217	4.400%	1/17/2023	1/17/2028	1,204
30191MAJ6	CERTIFICATE OF DEPOSIT	249,000	254,072	4.300%	3/27/2024	3/27/2028	1,274
61690U4M9	CERTIFICATE OF DEPOSIT	250,000	256,010	4.400%	4/20/2023	4/20/2028	1,298
00224TAP1	CERTIFICATE OF DEPOSIT	249,000	256,460	4.550%	4/28/2023	4/28/2028	1,306
67054NBJ1	CERTIFICATE OF DEPOSIT	249,000	258,123	4.700%	5/30/2023	5/30/2028	1,338
29669XAT5	CERTIFICATE OF DEPOSIT	248,000	261,246	5.000%	9/20/2023	9/20/2028	1,451
00782JAC6	CERTIFICATE OF DEPOSIT	248,000	261,352	5.000%	9/27/2023	9/27/2028	1,458
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	4/24/2023	4/24/2025	206
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	4.760%	6/21/2023	6/21/2025	264
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	3.900%	4/29/2023	4/29/2028	1,307
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	4.950%	6/25/2023	6/25/2025	268
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	1.800%	2/14/2022	2/14/2027	867
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	3.200%	6/23/2022	6/23/2027	996
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	12/13/2022	12/13/2027	1,169
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	4.250%	1/11/2024	1/11/2029	1,564
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	4.365%	3/25/2024	3/25/2029	1,637
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	4.160%	6/12/2024	6/12/2027	985
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	5.000%	7/31/2024	7/31/2029	1,765
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	3.750%	9/17/2024	9/17/2029	1,813
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	32
1338	CERTIFICATE OF DEPOSIT	281,336	281,336	2.720%	10/15/2019	10/15/2024	15
1339	CERTIFICATE OF DEPOSIT	275,607	275,607	2.250%	12/26/2019	12/26/2024	87
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	66
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	100
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	109

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	116
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2023	10/18/2024	18
1345	CERTIFICATE OF DEPOSIT	265,081	265,081	3.150%	6/9/2022	6/9/2027	982
1346	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	6/21/2022	6/21/2027	994
1347	CERTIFICATE OF DEPOSIT	249,000	249,000	3.320%	7/21/2022	7/21/2027	1,024
1348	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	7/20/2022	7/20/2027	1,023
1349	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	8/30/2022	3/1/2026	517
1350	CERTIFICATE OF DEPOSIT	249,000	249,000	3.800%	10/28/2022	10/28/2025	393
1351	CERTIFICATE OF DEPOSIT	249,000	249,000	4.500%	11/28/2022	11/28/2024	59
1352	CERTIFICATE OF DEPOSIT	249,000	249,000	4.650%	11/28/2023	11/28/2024	59
1353	CERTIFICATE OF DEPOSIT	249,000	249,000	5.150%	12/12/2022	12/12/2027	1,168
1354	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	12/22/2022	12/22/2025	448
1355	CERTIFICATE OF DEPOSIT	249,000	249,000	4.850%	2/2/2024	2/2/2025	125
1356	CERTIFICATE OF DEPOSIT	249,000	249,000	4.700%	4/3/2023	4/3/2026	550
1357	CERTIFICATE OF DEPOSIT	249,000	249,000	4.200%	4/12/2023	4/12/2028	1,290
1358	CERTIFICATE OF DEPOSIT	249,000	249,000	4.140%	4/25/2023	4/25/2027	937
1359	CERTIFICATE OF DEPOSIT	249,000	249,000	5.000%	6/16/2023	6/16/2025	259
1360	CERTIFICATE OF DEPOSIT	249,000	249,000	4.400%	6/2/2023	6/1/2028	1,340
1361	CERTIFICATE OF DEPOSIT	249,000	249,000	4.950%	9/13/2023	4/13/2025	195
1362	CERTIFICATE OF DEPOSIT	249,000	249,000	4.750%	2/13/2024	2/13/2029	1,597
1363	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	3/1/2024	3/1/2028	1,248
1364	CERTIFICATE OF DEPOSIT	249,000	249,000	4.450%	5/8/2024	5/8/2029	1,681
1365	CERTIFICATE OF DEPOSIT	249,000	249,000	4.300%	6/14/2024	6/14/2028	1,353
1366	CERTIFICATE OF DEPOSIT	249,000	249,000	4.170%	7/9/2024	7/9/2027	1,012
1367	CERTIFICATE OF DEPOSIT	249,000	249,000	4.000%	9/27/2024	9/27/2029	1,823
TOTALS		\$ 135,530,042	\$ 133,828,755				

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
9/30/2023	12/31/2023	3/31/2024	6/30/2024	9/30/2024		
3.347%	3.480%	3.430%	3.475%	3.328%	25.512%	627

Comments:

Portfolio holdings as of September 30, 2024, are in compliance with the current Investment Policy. With 25.512% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the fourth calendar quarter ending December 31, 2024, and will be presented during the February 4, 2025 Council meeting.



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Request for Donation of Surplus Fire Hose to US & Mexico Firefighters United Foundation

SOURCE: Fire

COMMENT: The Fire Department routinely assesses its firefighting equipment to ensure it meets the highest safety and operational standards. Recently, several fire hoses and nozzles have been replaced due to aging, wear, and industry standards, rendering them surplus to the department's current needs. While these hoses no longer meet operational standards, they remain serviceable and could be of significant value to fire departments in need.

US & Mexico Firefighters United is a foundation that assists in facilitating the donation of firefighting equipment from agencies in need, both domestically and internationally. Their mission is to support fire departments that are under-resourced or have been impacted by natural disasters.

Due to the recent hurricanes in the southeastern United States, several fire departments have been devastated by floodwaters, leading to an increase in requests for firefighting equipment. One such request came from the Parrottsville Volunteer Fire Department in Parrottsville, Tennessee. This department serves a 56-square-mile area and provides mutual aid to Cocke County in structure fires and emergencies. During the recent storms, they lost a fully equipped fire truck and much of their firefighting equipment.

US & Mexico Firefighters United is coordinating efforts to provide support to this and other departments affected by natural disasters. The surplus hoses and nozzles can provide immediate aid to these firefighters as they work to rebuild their capabilities.

There is no fiscal impact associated with the donation, as the fire hoses and nozzles have already been deemed surplus and no longer hold value to the department. The cost of transportation of the equipment will be handled by US & Mexico Firefighters United.

The donation of surplus fire hoses and nozzles will directly support firefighters in need, particularly those impacted by recent disasters. By

partnering with US & Mexico Firefighters United, the unused equipment will be put to good use, assisting communities in need. Staff recommends that the surplus fire hoses and nozzles be donated to US & Mexico Firefighters United for redistribution to fire departments in need, including the Parrottsville Volunteer Fire Department.

RECOMMENDATION: That the City Council authorize the donation of surplus equipment to US & Mexico Firefighters United Foundation.

ATTACHMENTS: 1. USMXFF IRS

Appropriated/Funded:

Review By:

Department Director:
Shannon Skiles, Deputy Fire Chief

Final Approver: Jason Ridenour, Deputy City Manager



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

US & MEXICO FIREFIGHTERS UNITED
C/O ERIC HILLE
5838 MISSION CENTER RD UNIT F
SAN DIEGO, CA 92123

Date: 11/22/2022
Employer ID number: 87-1547701
Person to contact: Name: Ta'China Starks
ID number: 10045
Telephone: 877-829-5500
Accounting period ending: December 31
Public charity status: 170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: June 25, 2021
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053588004592

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Approval of Community Civic Event - Porterville Kiwanis - Holiday Vendor Market - December 1, 2024

SOURCE: Finance

COMMENT: The Porterville Kiwanis Club is requesting approval to hold the Holiday Vendor Market on Sunday, December 1, 2024, at Veterans Park, from 10:00 AM to 5:00 PM. This is a fundraising event for the Club and will feature several merchant vendor booths, along with some informational booths.

This request is made under the Community Civic Events Ordinance No. 1326, as amended. The application has been routed according to the Ordinance regulations and reviewed by all City Departments involved. All requirements and restrictions are listed on the attached copy of the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

RECOMMENDATION: That the City Council approve the Community Civic Event application from Porterville Kiwanis Club to hold the Holiday Vendor Market on December 1, 2024, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C.

ATTACHMENTS: 1. Application and Agreement, Exhibit A, Exhibit B, Exhibit C, 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



APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Website?

Application date: 12/1/24 Event date: 12/1/24

Event time: 10:00AM-5PM

Name of Event: HOLIDAY VENDOR MARKET

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

Address: P.O. BOX 1704, POR, CA 93258

Authorized representative: JAIME GOMEZ Phone # 559-789-1943

Address: 25433 AVE 78 TERRA BELLA, CA 93270

Event chairperson: JAIME GOMEZ Phone # 559-789-1943

BERT MARTINEZ YARBROUGH 559-359-7870

Location of event (*location map must be attached*):

VETERANS PARK-1501 W HENDERSON AVE, PORTERVILLE, CA , #1, #2 #4

Type of event: CLUB FUNDRAISER

Non-profit status determination: ACTIVE

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

Barricades (quantity): ☒ Street sweeping Yes ☐ No ☒

Police protection Yes ☐ No ☒ Refuse pickup Yes ☒ No ☐

Other: PARKS BRING OUT ADDITIOAL REFUSE CANS

Parks facility application required: Yes ☒ No ☐ Attached ☐

Assembly permit required: Yes ☒ No ☐ Attached ☐

STAFF COMMENTS (list special requirements or conditions for event):

Appr. Deny

_____	_____	Bus. Lic. Spvr.	_____
_____	_____	Pub. Works Dir	_____
_____	_____	Comm. Dev. Dir.	_____
_____	_____	Field Svcs. Mgr.	_____
_____	_____	Fire Chief	_____
_____	_____	Parks Dir.	_____
_____	_____	Police Chief	_____
_____	_____	Admin. Svcs. Dir.	_____

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures.

Authorization: This permit must be submitted **NO LESS THAN 30 days PRIOR** to the date of the event in order to obtain City Council approval.

City Code requirements:

- At least 48" must remain clear on sidewalks for pedestrian traffic.
- Do not block any entrance to or exit from buildings.
- Area must be accessible to emergency and safety personnel and vehicles.
- Electrical cords must be approved and installation checked by the Fire Department.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The City of Porterville shall be named as additional insured. **When the location of the event is in Downtown Porterville, the Porterville Redevelopment Agency must also be named as additional insured.** The amounts of such insurance and any additional requirements are listed in Exhibit "A." A Certificate of Liability Insurance form sample is enclosed for your convenience. **This original certificate shall be submitted to the Finance Department prior to the City of Porterville Council's approval.**

Bmy Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include **full liquor liability** in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant to the permit. **Claims-made policies are not acceptable.**

Bmy 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.

Bmy 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.

Bmy Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit "A." The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees.

PORTERVILLE KIWANIS CLUB	<i>Bmy</i>	10-11-24
(Name of Organization)	(Signature)	(Date)

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

Sponsoring organization: PORTERVILLE KIWANIS CLUB

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations. This form should be completed at the time of application, but must be submitted **NO LESS THAN ONE** week prior to the event.

[illegible]

3 of 4

			EVENT DATE:	12-1-24		
	VENDOR					
1	EMILIE DUMMAR ART					
2	INSURED BY ROSIE					
3	ADALEYAH LASHES					
4	CLAY REBEL CO					
5	BODACIOUS BODS					
6	NEW LEAF HAVEN					
7	ECO VALLEY559					
8	DANA'S DRIPS					
9	C_ECONFECTIONS CASSANDRA AGUILAR					
10	LITTLE MEXICOTINGS					
11	LIZZCRAFTPLACE LIZZETTE					
12	GENIAS GARDEN					
13	WICKED GOOD SCENT LILIANA COSTA					
14	MAAR & CO CRAFTS					
15	PHOSHOFUSION HOUSE					
16	ILLRUNGS CUSTOM RUNGS					
17	NO EXCUSE JUICES					
18	CRAFTY MOVE					
19	NIA BELLAS					
20	KRYSTAL'S CREATIONS					
21	BAJA FISH					
22	IANDJANTOJITOSHIPPKEKWIRK LEESHA LEARN					
23	BIG TONELOC 8 TONY TRUJILLO					
24	NAILJUNKIES WITH MISTY COLOR STREET					
25	COWGIRL BLING					
26	CAPITAL PENSIONS & INSURANCE					
27	COWGIRLS COOKIES					
28	ISAAC MARTINEZ, STATE FARM					
29	MOM'S JERKY					
30	THE CREATION SPOT					
31	RU'S RADIANCE					
32	ALBACUES BBQ					
33	CHRONIC MASSAGE BY CHRISTINA					
34	PORTERVILLE KIWANIS					
35	PORTERVILLE CRISIS CENTER					
36	SHERIFF'S DEPARTMENT					
37	BAART PROGRAM					
38	CITY FIRE DEPARTMENT					
39	TULARE CO FIRE DEPT.					
40	REYES NURSERY					
41	TOPNOTCH SECURITY					

CITY OF PORTERVILLE

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

Name of event: HOLIDAY VENDOR MARKET

Sponsoring organization: PORTERVILLE KIWANIS CLUB

Event date: 12-1-24 Hours: (10AM-5PM)

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

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

Requirements for Community Civic Event
Porterville Kiwanis
Holiday Vendor Market
December 1, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles not involved in the event to park in permitted parking areas.
Police Lieutenant: <i>M. Azevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	The certificate of insurance and endorsement page provided are sufficient. If the event has inflatables or attractions the vendor must be on the approved list of vendors with the Parks and Leisure Department. Additionally, all participants must have a legal guardian sign and acknowledge a risk/waiver of liability releasing the city from any and all claims.
Field Services Superintendent: <i>B. Spry</i>	We will work with Parks to have trash cans delivered.
Field Services Superintendent – Streets: <i>J. Baeza</i>	No comments.

Requirements for Community Civic Event

Sponsor: Porterville Kiwanis
Event: Holiday Vendor Market
Event Chairman: Jaime Gomez
Location: Veteran's Park, Porterville CA
Date of Event: December 1, 2024 (10:00 a.m.-5:00 p.m.)

RISK MANAGEMENT: Conditions of Approval

That Porterville Kiwanis provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$2,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

**CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application**

**Holiday Vendor Market
December 1, 2024, 10:00 am to 5 pm
Veteran's Park**

Proposed Conditions/Requirements for Event:

- At conclusion of event, event organizers shall ensure the park is promptly cleared of any equipment, booths, or waste
- Event organizers should contact the Patrol Watch Commander (Lieutenant Gurule, Lieutenant Hatch, Lieutenant Ibarra, or Lieutenant Ortiz) to discuss any potential policing needs. They can be reached at (559) 782-7410 or (559) 782-7417.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.

Mark Azevedo, Lieutenant
Porterville Police Department

**City of Porterville/Fire Department
Community Civic Event**

**Holiday Vendor Market
December 1, 2024 10:00AM
Veterans Park, Porterville**

Proposed Conditions/Requirements for community civic event:

Proper spacing between canopies, tents and tarps. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level. All food trucks and trailers with an installed fire extinguisher system shall have a current inspection tag on the fixed extinguishing system (within the last 6 months) and have both a K extinguisher, and a 2A:10BC fire extinguisher (tagged within the last year). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy. Spacing shall comply with the attached guide.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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



Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

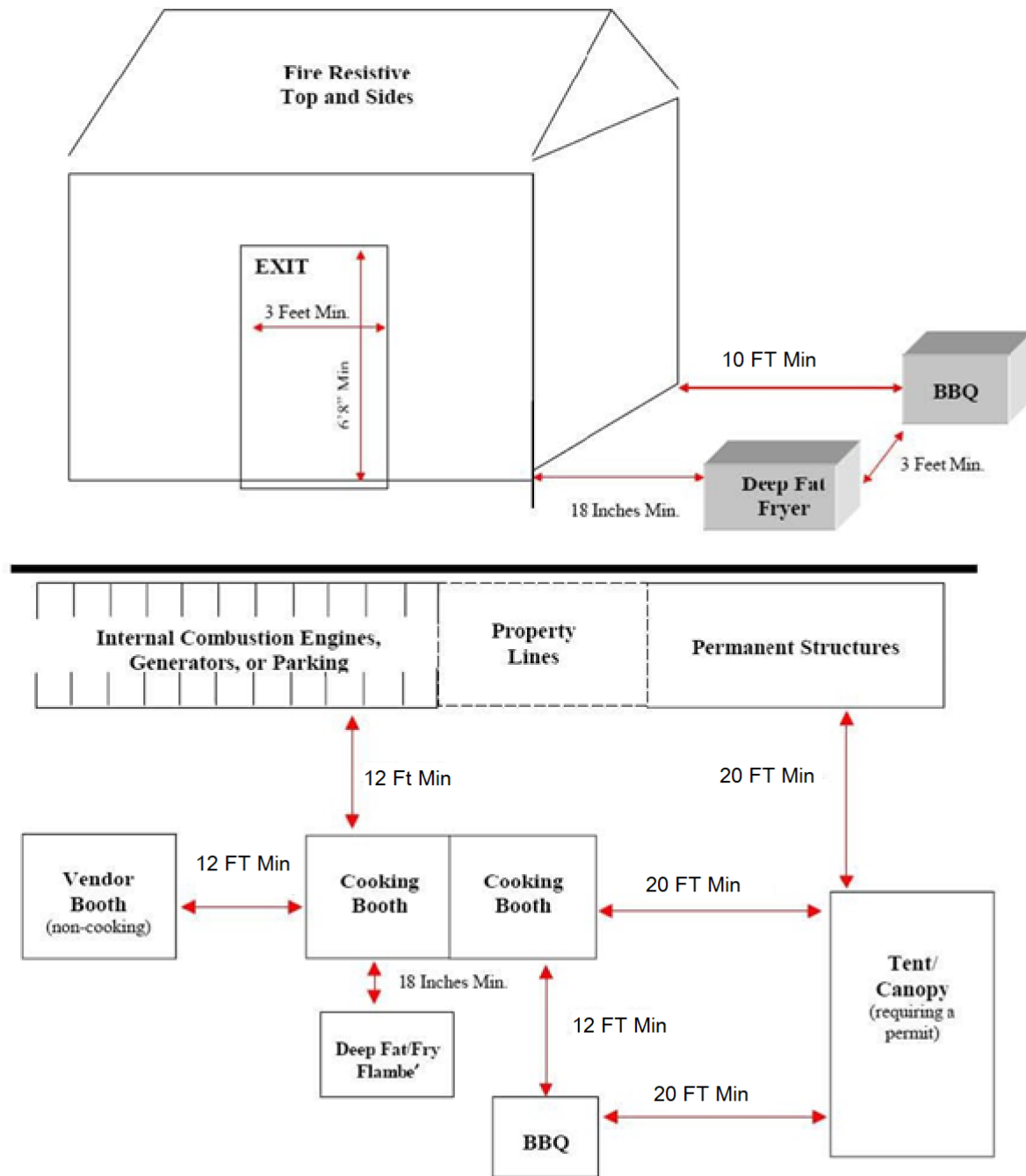
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall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

Additional Requirements:

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

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

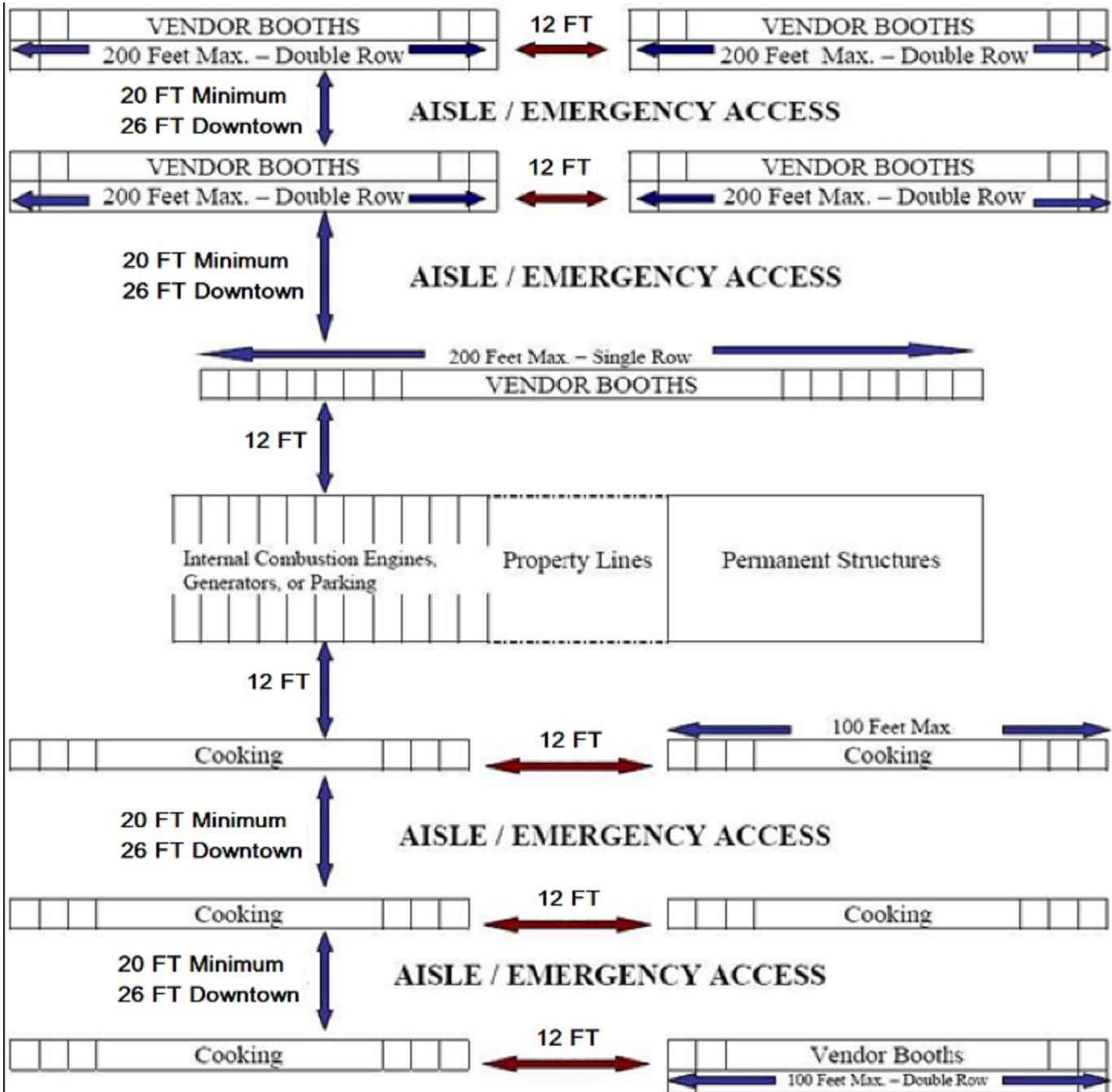
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION



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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2024

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson	FAX (A/C, No): 317-817-5151	
	PHONE (A/C, No, Ext): 317-817-5172	E-MAIL ADDRESS: kiwaniscert@hylant.com	
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1090070072

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

December 1, 2024, or any future date(s) during the policy term.
Kiwanis Sponsored vendor market (fundraiser)
Located at 1150 W. Henderson Ave., Porterville, CA 93257
Kiwanis Club of Porterville

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Porterville
291 N. Main Street
Attn: Jasmine Mejia
Porterville, CA 93257

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

ATTN : BERT MARTINEZ YARBROUGH / BILL
YARBROUGH
PORTERVILLE KIWANIS - MULTI ANNUAL
PO BOX 1704
PORTERVILLE, CA 93258

TULARE CO. ENVIRONMENTAL HEALTH
5957 S MOONEY BLVD
VISALIA, CA 93277



REGULATED FACILITY : **PORTERVILLE KIWANIS - MULTI ANNUAL**
COUNTYWIDE
TULARE COUNTY, CA 93257
OWNER NAME : **PORTERVILLE KIWANIS**

Facility #: FA1356010
Account #: AR1358225
District: 005

Valid From 12/1/2023 to 12/1/2024

PT0022106 1691 - TEMP FOOD EVENT ORGANIZER - MULTIPLE EVENTS

A blue ink signature, appearing to be "Z. Q.", is written over a horizontal line.

Environmental Health Specialist

2/15/2024

Date Signed

This permit is issued with the condition that the facility remains in compliance with the California Retail Food Code, and all other laws and ordinances. Serious or repeat violations will result in an action to revoke this permit.

Please notify Environmental Health of any changes in ownership, business activity, business name, or billing address. Failure to notify Environmental Health may result in permit denial, revocation, and/or business closure. Permits become void on change of ownership. New owners must apply and pay for new Permit(s) prior to beginning operation.

PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE.



City of Porterville Parks & Leisure Services

15 E Thurman Suite A
291 North Main Street
Porterville, CA 93257

559-791-7695
parks_leisure@ci.porterville.ca.us
<http://www.ci.porterville.ca.us/>

Registration/Payment Receipt 78537620

10/07/2024 08:41 AM

Account Information

Porterville Kiwanis
Bertha Yarbrough
552 E Date Ave
P.O. Box 1704
Porterville, CA 93257
155-935-9787

Payment

Cash \$187.00

Received By

Christina Carrillo at Centennial Park

Item	Amount Paid
Veterans Park Pavilion 1 Dec 1, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Bounce House Permit Fee	\$27.00
Veterans Park Pavilion 2 Dec 1, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$60/Block	\$60.00
Veterans Park Picnic Area 4 Dec 1, 2024 10:00 AM-10:00 PM - Resident Rental Fee: \$40/Block	\$40.00
Subtotal	\$187.00
Total Payment	\$187.00

Prompt(s)

Are you having a bounce house at your party? If so, a bounce house permit must be purchased. By checking this box the permit fee will automatically be added to your cart. Outlets may NOT be used for bounce houses.. A list of authorized bounce house companies is available for you to print or you may pick up a list at the Parks & Leisure Office during normal business hours. Yes

Please indicate an estimated number of people you are expecting to attend this function.
100

Select type of event Community Event (Requires City Council Approval)

Facility Notes

Veterans Park Pavilion 1

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. - 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

If you choose to add a bounce house to your reservation, there is an additional \$27 permit fee. Bounce house companies must have an insurance policy naming the City as additional insured for at least One Million Dollars (\$1,000,000) on file. Outlets may not be used for bounce houses. Please see the attached form for a authorized list of companies.

Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

Flammable decorations including scenery shall be fire resistant or flame proofed in accordance with the requirements of the City Fire Department. No device which produces flames, sparks, smoke or explosions shall be used in any facility without the approval of the Fire Department.

Vehicles are to be parked in designated parking areas only. Vehicles must remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

Three dollar (\$3) administrative fee per transaction for any change. All changes must be made seven (7) business days in advance.

Electrical outlets at facilities are subject to service interruptions and are not guaranteed. Many outlets have a GFI or reset button. Outlets may not be used for bounce houses.

*Thank you for submitting a facility request. Every effort will be made to reserve the desired facility on the date requested. Fees paid preempt the ability of other members of the public from utilizing that facility on the date requested.

Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Veterans Park Pavilion 2

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave. Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

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remain off the grass at all times. Vehicles parking outside of the designated parking areas may be cited. No person shall operate a motor vehicle in a city park without a permit per Municipal Code 17-10.13. A permit may be requested as stated in the code 5 days in advance for loading/unloading purposes only.

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Police Department Approval: _____

Leisure Services Staff: _____

Veterans Park Picnic Area 4

Parks, Pavilions

No alcoholic beverages are allowed in the parks without a permit issued by Parks and Leisure Services and the Police Department. **Those who want alcohol must apply at least seven (7) days prior to the event at the Parks & Leisure Services Offices (15 E Thurman Ave, Ste A). No Exceptions.** Alcohol beverage permit - \$2.00 per person. Permits only issued to those who rent pavilions or special areas. Alcohol tags are to be picked up at the Parks & Leisure office the Friday before your party.

Rental time includes set-up, take-down and clean-up. **Park hours:** 10:00 a.m. – 10:00 p.m.

Restroom hours: November – February 10:00 a.m. – 4:00 p.m.; March – October 10:00 a.m. – 8:00 p.m.

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Amplified equipment must receive approval from the Police Department; **The application must be submitted in person seven (7) days prior to the event. No exceptions.** In the event you are in the park using amplified equipment without a permit, you may be charged a penalty.

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Unfortunately, vandalism occurs or other unforeseen difficulties arise, and most facility uses

occur after normal maintenance crew and office hours. When there is an after-hour problem, call **782-7400** so that proper personnel can be dispatched as needed.

Police Department Approval: _____

Leisure Services Staff: _____

Waiver(s)

Parks Waiver

Applicant hereby agrees to hold the City of Porterville, their employees, agents and officers free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of said facilities. Applicant agrees to leave the facility in the same condition as found before use. Applicant assumes all risk for any injuries, including the risk of exposure to communicable diseases as a result of participation or use of facilities. Any damages, misuse or destruction of City property or equipment is the responsibility of the applicant. Applicant agrees to reimburse the City of Porterville for all charges. The City of Porterville does not provide accident, medical, liability or any other insurance for facility users. In the event staff is taking photos of the park and/or the recreational activities it affords on the day of my event, I give my permission for the City to use said photos in promotional materials. I have read, understand and agree to the rules and regulations that are listed on this form. The City of Porterville will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its facilities, programs, services and activities. Anyone requiring special assistance please call 791-7695.

Important Information for Credit Card Users

I, the applicant, hereby understands and agree a service (convenience) fee will be applied to all credit credit card transactions. This fee will be 2.50% of the payment amount with a minimum fee of \$1.95.

***This fee is collected by a 3rd party and will not be shown on your City of Porterville Parks & Leisure receipt.**



Buy
10-11-24



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Consideration of Rescheduling the Community Civic Event - Mother's United Against Gang Violence "United by Kindness"

SOURCE: Finance

COMMENT: On October 1, 2024, the City Council approved the Mother's United Against Gang Violence "United by Kindness" event sponsored by the Porterville First Baptist Church scheduled to take place on Saturday, November 2, 2024. Due to forecasted rain on Saturday, the event sponsors have requested that the Council take action to reschedule the event to Saturday, November 9, 2024. It is proposed that all other conditions for approval remain unchanged.

RECOMMENDATION: That the City Council authorize the rescheduling of the Mother's United Against Gang Violence "United by Kindness" event from Saturday, November 2, 2024, to Saturday, November 9, 2024.

ATTACHMENTS: 1. Staff Report 10-01-24

Appropriated/Funded:

Review By:

Department Director:
Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager



CITY COUNCIL AGENDA – OCTOBER 1, 2024

SUBJECT: Approval of Community Civic Event – Porterville First Baptist Church – Mother’s United Against Gang Violence “United by Kindness” - November 2, 2024

SOURCE: Finance

COMMENT: The Porterville First Baptist Church is requesting approval to hold the Mother’s United Against Gang Violence “United by Kindness” event on Saturday, November 2, 2024, from 11:00 AM to 4:00 PM at Centennial Park. This event is a community outreach event to celebrate our youth and to promote kindness throughout our community. The event will include performing arts and a talent show festival. The Application requests the closure of Main Street from East Harrison Avenue to East Putnam Avenue, North Second Street from East Thurman Avenue to East Cleveland Ave, West Thurman Avenue and West Cleveland Avenue from North Division to North Main Street, and East Thurman Avenue and East Cleveland Avenue from North Main Street to North Second Street, as indicated on the attached map, from 9:00 AM to 4:00 PM. The Committee also requests barricades, street sweeping, and refuse pickup. An outside amplifier permit has been approved from 11:00 AM to 3:30 PM.

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, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit.

RECOMMENDATION: That the City Council approve the Community Civic Event application from Porterville First Baptist Church to hold the Mother’s United Against Gang Violence “United by Kindness” event on November 2, 2024, at Centennial Park, subject to the requirements and restrictions contained in the Application and Agreement, Exhibit A, Exhibit B, Exhibit C and Outside Amplifier Permit.

ATTACHMENTS: 1. Application and Agreement, Map, Exhibit A, Exhibit B, Exhibit C, and Outside Amplifier Permit

Appropriated/Funded:

Review By:

Department Director:

Item No. 13.

Janie Rodriguez, Finance Director

Final Approver: Patrice Hildreth, City Manager

CITY OF PORTERVILLE

291 N. Main Street, Porterville, CA 93257
559-782-7451 Fax: 784-4569 www.ci.porterville.ca.us



(Incomplete applications can delay permit process)

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

DO YOU HAVE? Event Flyer? E-mail address? Marylu1027@icloud.com Website? Facebook
Application date: 9/10/24 Event date: NOV. 2, 24
Event time: 11 AM - 4 PM
Name of Event: "United by Kindness" Presented by Mothers' United Against Gang Violence
Sponsoring organization: Porterville 1st Baptist Church Phone # 559-784-1620
Address: 101 N. G. Street, Porterville, CA 93257
Authorized representative: Mary Martinez Phone # 559-756-4255
Address: 910 Home Oak Dr, Porterville, CA 93257
Event chairperson: Lloyd Johnson Phone # 559-361-4041
12708 Benbrook Pl., Bakersfield, CA 93312
Location of event Centennial Park 296 N. MAIN ST., Porterville, CA 93257
(Location map must be attached)

Description of event: A Performing Arts & Talent Show Festival

Purpose of event: Community Outreach celebrating our youth Promoting Kindness
Non-profit organization status: Federal ID # 94-6090662

(IRS Determination)

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

Barricades (quantity): _____ Street sweeping Yes X No _____

Police protection Yes No Refuse pickup Yes X No _____

Other: _____

Parks facility application required: Yes No _____ Attached _____

Assembly permit required: Yes _____ No _____ Attached _____

STAFF COMMENTS (list special requirements or conditions for event):

Appr.	Deny	
_____	_____	Bus. Lic. Spvr.
_____	_____	Pub. Works Dir
_____	_____	Comm. Dev. Dir.
_____	_____	Field Svcs. Mgr.
_____	_____	Fire Chief
_____	_____	Parks Dir.
_____	_____	Police Chief
_____	_____	Risk Manager

CITY OF PORTERVILLE

APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY TO BE HELD ON PUBLIC PROPERTY

What constitutes a Community Civic Event?

A non-profit organization wishes to sponsor an event that is open to the community at large and will utilize public property. Most of the time, Community Civic Events require street or sidewalk closures. This application must be submitted **NO LESS THAN 30 DAYS PRIOR** to the date of the event in order to obtain City Council approval.

All City Code requirements are described in ordinance 15-20 (e) 1-23 and as amended in ordinance 1613. For a full description please visit our City of Porterville website at www.ci.porterville.ca.us/gov/CityClerk/, Porterville Municipal Codes. For questions or concerns please call 559-782-7451 or 559-782-7457. Any person who violates the provisions in this code, shall be deemed guilty of either a misdemeanor or an infraction, with penalties of one hundred (\$100) for the first violation.

Liability insurance: The sponsoring organization/applicant agrees to provide and keep in force during the term of this permit a policy of liability and property damage insurance against liability for personal injury, including accidental death, as well as liability for property damage which may arise in any way during the term of this permit. The sponsoring organization/applicant's insurance coverage shall apply as primary to, and on a non-contributory basis with, any other available coverage of the City. The City of Porterville and Successor Agency to the Porterville Redevelopment Agency shall be named as additional insured. A Certificate of Liability Insurance and Additional Insured Endorsement sample forms are enclosed for your convenience. This original certificate and endorsement shall be submitted to the Finance Department with the application. *The council shall condition the granting of a CCE permit upon the sponsoring entity's filing with the council a policy of public liability insurance in which the city has been named as insured or coinsured with the permittee. The policy of insurance shall insure the city, its officers, and its employees against all claims arising out of, or in connection with, the issuance of the CCE permit or the operation of the permittee or its agents or representatives, pursuant to the permit. The policy of insurance shall provide coverage of no less than two million dollars (\$2,000,000.00) per occurrence of bodily injury and property damage, combined single limit. (Ordinance 15-20(e) 18)*

WMA Authorized Representative Initials

Alcohol liability insurance: Organization/Applicant will obtain an alcohol permit if any alcoholic beverages are to be served. The insurance policy shall be endorsed to include full liquor liability in an amount not less than one million dollars (\$1,000,000) per occurrence. The City of Porterville shall be named as additional insured against all claims arising out of or in connection with the issuance of this permit or the operation of the permitted, his/her agents or representatives pursuant the permit. **Claims-made policies are not acceptable.**

W/A 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.

WMA 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.

WMA Authorized Representative Initials

Toilet rental service: Applicant shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the City's location. Applicant shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. Applicant shall be responsible for any damages to City's property resulting from company's provision of services hereunder. Applicant shall confirm with the service company the number of portable toilets, standard and handicap, and wash sinks needed for the number of expected attendees.

____ Authorized Representative Initials

Agreement: The sponsoring organization/applicant agrees to comply with all provisions of the Community Civic Event Ordinance 15-20(e), as amended, and the terms and conditions set forth by City Council and stated in Exhibit 'A.' The sponsoring organization/applicant agrees, during the term of this permit, to secure and hold the City free and harmless from all loss, liability, and claims for damages, costs and charges of any kind or character arising out of, relating to, or in any way connected with his/her performance of this permit. Said agreement to hold harmless shall include and extend to any injury to any person or persons, or property of any kind whatsoever and to whomever belonging, including, but not limited to, said organization/applicant, and shall not be liable to the City for any injury to persons or property which may result solely or primarily from the action or non-action of the City or its directors, officers, or employees. Approval of the Community Civic Events Permit by the Porterville City Council pertains only to authorized activities conducted at designated locations within the incorporated area of the City of Porterville, and such approval shall not be construed or interpreted to authorize sponsor utilization of public right-of-ways outside of the jurisdiction of the City of Porterville.

Mothers' United Against Gang Violence

(Name of Organization)

(Signature)

Mary Martinez

9/10/24
(Date)

CITY OF PORTERVILLE

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

Name of event: United in Kindness

Sponsoring organization: Mother's United Againsts Gang Violence

Location: Centennial Park Event date: Nov 2, 24 Event time: 11 am - 4 pm

All vendors are required to complete the business license permit form. List all firms, individuals, organizations, etc., that will engage in selling at or participate in the above-named event. **NO PERMIT WILL BE ISSUED WITHOUT THIS INFORMATION.** Vendors with no valid City of Porterville business license are required to pay \$1 per day to the City, with the exceptions of non-profit organizations per *City of Porterville Municipal Code 15-20(E) Community Civic Events (16). This form should be completed at the time of application, but must be submitted **NO LESS THAN TWO WEEKS PRIOR TO THE EVENT.**

Vendor name	Address/Telephone	Business License required?	Type of Activity
Rosemary Longoria	1037 Vandalia Ave, Porterville, CA	yes	Selling SALSA pre packaged
Krustal Moreno	Porterville CA	?	
Brook Craven	Art & other	no -	Art & jewelry
Baja Fresh		-	
JAVIER VILLARREAL			
Clay Graphics ← DJ			
DJ Lil Funk			
Adriel Martinez			

*Municipal Code 15-20(E) Community Civic Events (16): Business License Fees: Any individual, company, firm, concessionaire, fair operator, carnival operator, etc., who engages in, conducts, organizes, or promotes business for profit shall pay a business license fee of one dollar (\$1.00) per day per amusement, entertainment, exhibit, ride or per booth, space, stall, stand or other unenclosed location used for the purpose of advertising, promoting, or sale of, or taking orders for, goods or services; except that no individual, company, firm, concessionaire, fair operator, carnival operator, etc., who possesses a valid city business license shall be subject to separate licensing pursuant to this subsection E16. The nonprofit sponsor shall collect said fee and remit the fee to the city within five (5) working days following the CCE. Said remittance shall be accompanied by a complete list of participants and consecutively numbered receipts written in triplicate, containing the name, address and telephone number of the licensee, and the licensee's California seller's permit number. Said receipts shall be furnished by the city. One copy of the receipt shall be furnished to the licensee, one copy filed with the finance department of the city, and one copy retained by the CCE sponsor for a period of three (3) years for audit purposes.

REQUEST FOR STREET CLOSURES AND PUBLIC PROPERTY USAGE IN CONNECTION WITH THE
APPLICATION AND AGREEMENT FOR A PERMIT TO HOLD A COMMUNITY CIVIC EVENT OR OTHER ACTIVITY
TO BE HELD ON PUBLIC PROPERTY

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED: - Allow set up @ 9 am.

<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>
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Requirements for Community Civic Event
Porterville 1st Baptist Church
Untied by Kindness
November 2, 2024

City Engineer: <i>D. Cervantez</i>	No comments.
Community Development Director: <i>C. Calderon</i>	No comments.
Public Works Director: <i>M. Knight</i>	No comments.
Fire Marshal: <i>C. Dignam</i>	Please see Exhibit C.
Parks and Leisure Services Director: <i>D. Moore</i>	Vehicles to remain off grass.
Police Lieutenant: <i>A. Acevedo</i>	Please see Exhibit B.
Administrative Service Director: <i>Y. Andrade</i>	Risk Management requires \$1M in general commercial liability coverage, naming the City of Porterville as an additional insured. The certificate of insurance must include the attached endorsement page evidencing the name insured. If the event has bounce houses or inflatables, the City would require \$2M in general commercial liability coverage, naming the City as additional insured and waivers must be signed.

Field Services Superintendent:
B. Spry

We will deliver 5 black 64G containers and 5 blue 64G containers Centennial Park prior to the event. The Coordinator was instructed to leave the containers in in the same place as they were dropped off, at the conclusion of the event.

Field Services Superintendent – Streets:
J. Baeza

Street department will set up street closure before event and remove closure after event.

Requirements for Community Civic Event

Sponsor: Porterville 1st Baptist Church
Event: United by Kindness
Event Chairman: Lloyd Johnson
Location: Centennial Park, Porterville Ca
Date of Event: November 2, 2024

RISK MANAGEMENT: Conditions of Approval

That Porterville 1st Baptist Church provide a Certificate of Commercial General Liability Insurance Coverage evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Employees, Agents and Volunteers as 'Additional Insured' against all claims arising from, or in connection with, the Permitted operation and sponsorship of the aforementioned Community Civic Event.

- A. The Certificate shall be signed by an agent authorized to bind insurance coverage with the carrier, and the deductible, if any, shall not be greater than \$1,000.
- B. Said insurance shall be primary to the insurance held by the City of Porterville, be with a company having an A.M. Best Rating of no less than A: VII, and the insurance company must be an 'admitted' insurer in the State of California.

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

United by Kindness Talent Show Festival
November 2, 2024, 11 am – 4 pm

Location: Centennial Park

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted by organizer with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sergeant Maria Aguillon of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.
- Event organizers shall contact Sergeant Maria Aguillon no less than 10 days before the event to coordinate and discuss the proposed road closures.

Mark Azevedo, Lieutenant
Porterville Police Department

Exhibit B

**City of Porterville/Fire Department
Community Civic Event**

**Untied by Kindness
November 2, 2024 11:00AM-4:00PM
Centennial Park, Porterville**

Proposed Conditions/Requirements for community civic event:

Proper spacing between canopies, tents and tarps. All tents, canopies, tarps shall all be fire resistance rated with an affixed and legible tag. see attached document. Fire extinguishers available and within 75' travel distance to generators and booths. Food trailers shall be disconnected from the towing vehicle and level with towing vehicle disconnected and moved to a parking area. Food vans or trucks should be parked and keys removed from the ignition. All food trucks and trailers with an installed fire extinguisher system shall have a current inspection tag on the fixed extinguishing system (within the last 6 months) and have both a K extinguisher, and a 2A:10BC fire extinguisher (tagged within the last year). There shall be no cooking or frying producing grease laden vapors inside, or under, any tent, tarp, or canopy.

Clayton Dignam
Fire Marshal



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

OUTDOOR FOOD BOOTH REQUIREMENTS

Authority cited: 2019 California Fire Code (CFC)

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

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

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

Exceptions:

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

Definitions

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

Vendor Booth – Any booth other than a cooking booth.

Cooking Booth Construction and Location

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

Cooking Equipment

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



PORTERVILLE FIRE DEPARTMENT

FIRE PREVENTION DIVISION

Wood, Charcoal (Solid Fuels) Cooking

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

Deep Fat Frying, Flambé, and Wok

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

Vendor Booth Construction and Location

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

Electrical Power

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

Fire Extinguishers

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

Miscellaneous

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

Fire Safety Tips

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

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



Cooking Booth Vendor Agreement

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

Cooking Booth Construction and Location

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

Cooking Equipment

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

Miscellaneous

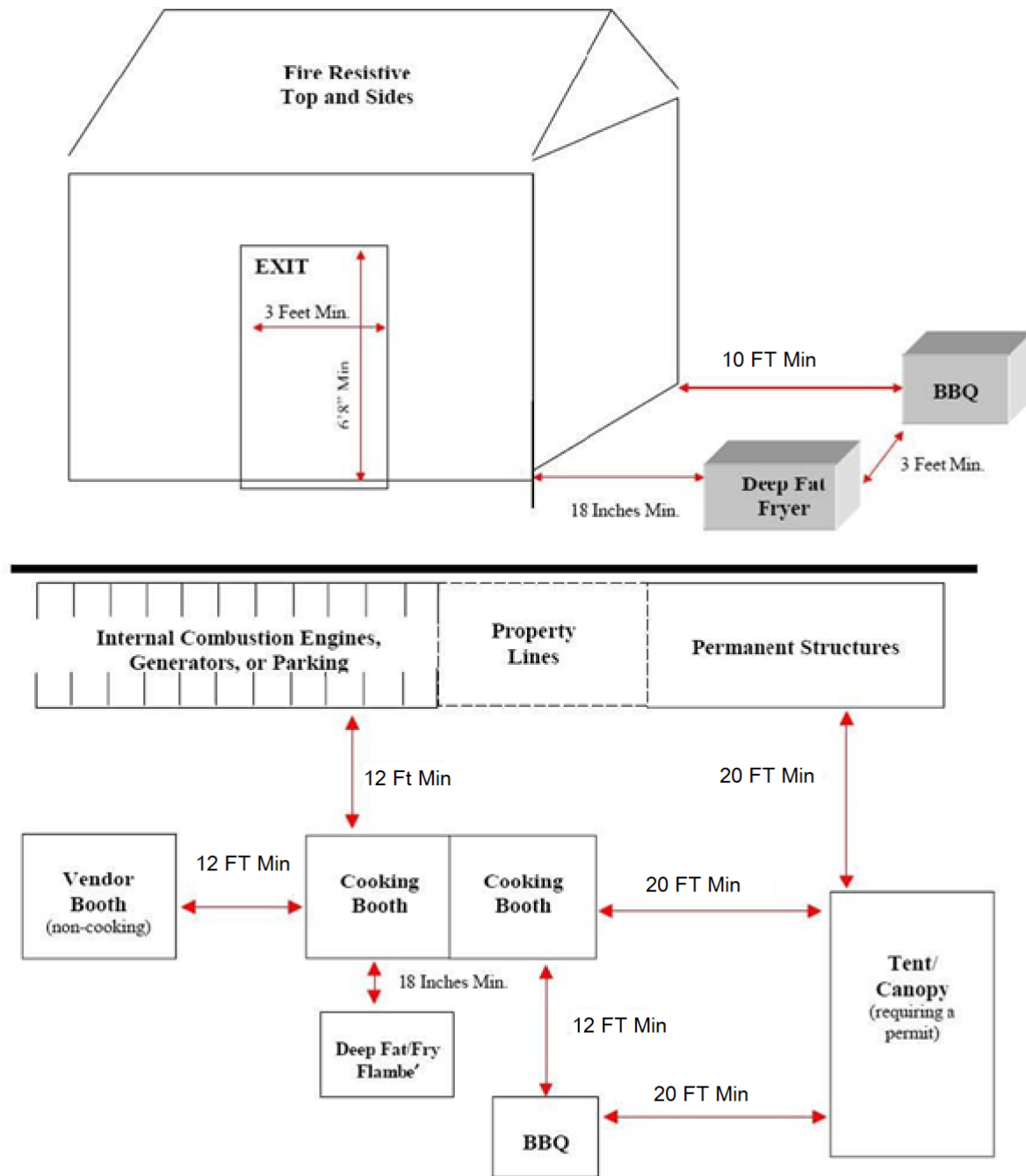
1. A visible and accessible, 2A:10BC fire extinguisher with a current (within the last 12 months) State Fire Marshall tag must be provided within 20' of travel in all cooking areas.
2. A visible and accessible Class K portable fire extinguisher with a current (within the last 12 months) State Fire Marshall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

Additional Requirements:

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

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

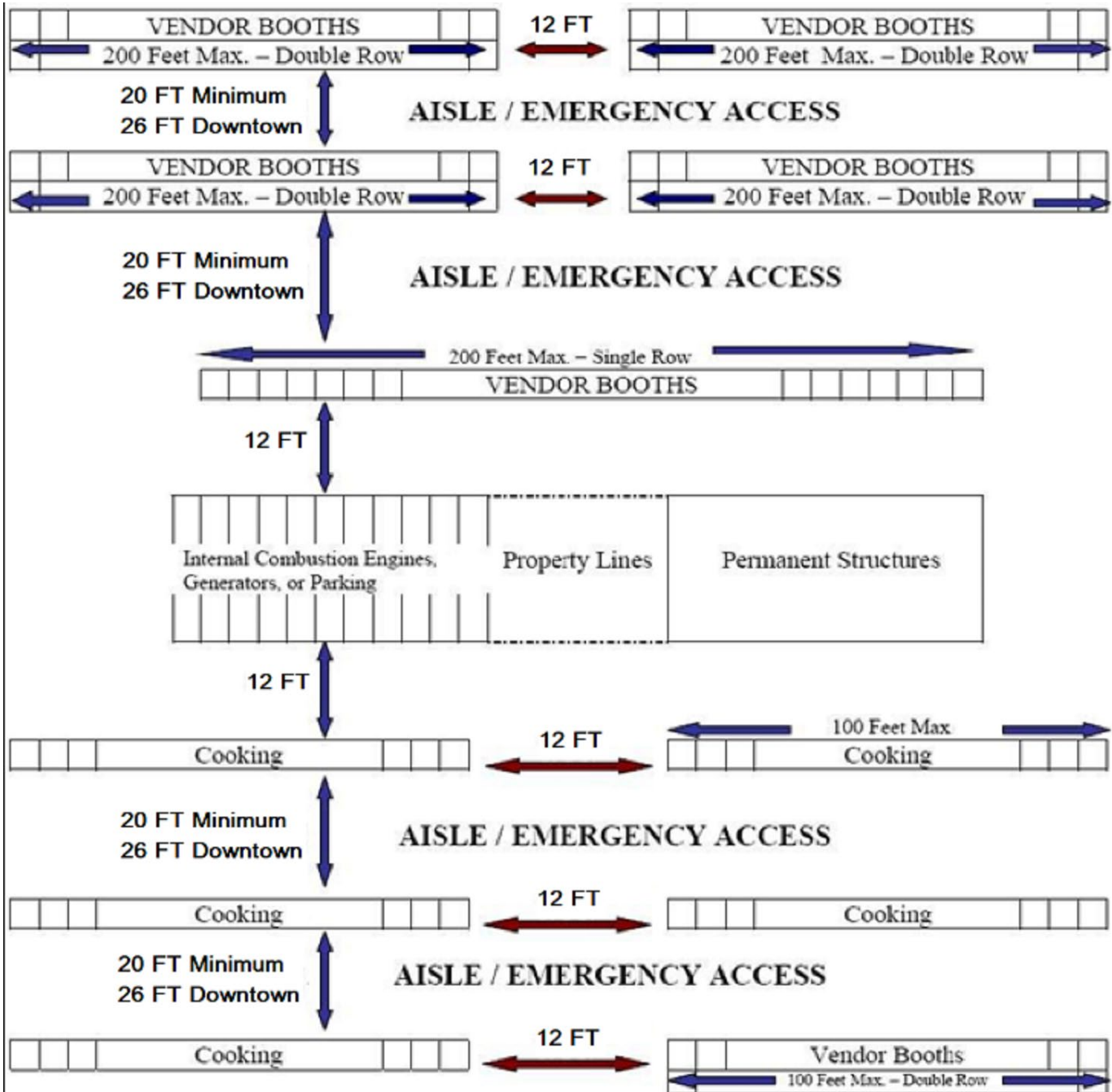
Signature _____ Date _____





PORTERVILLE FIRE DEPARTMENT

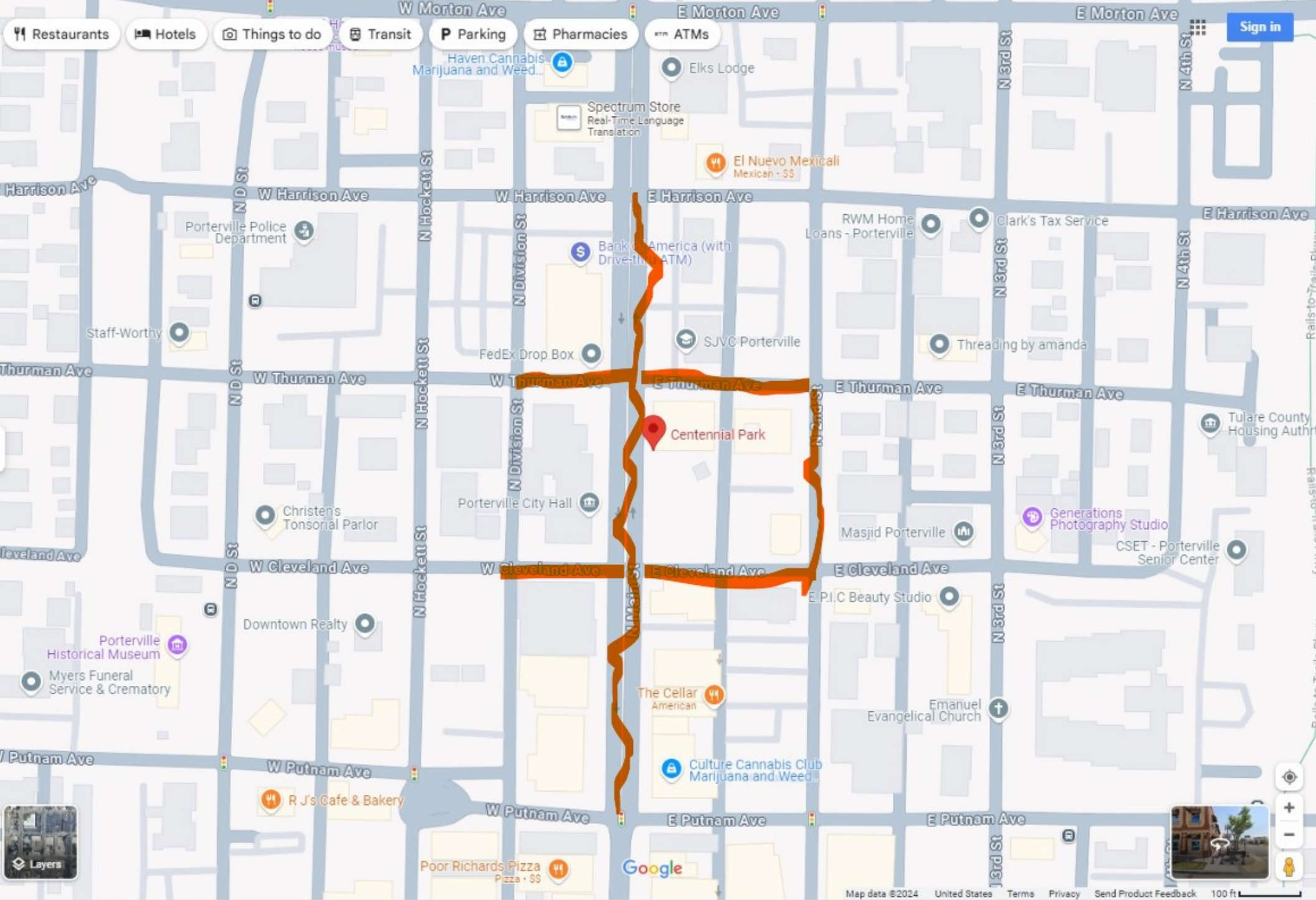
FIRE PREVENTION DIVISION



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

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

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



Restaurants

Hotels

Things to do

Transit

Parking

Pharmacies

ATMs

Sign in

Harrison Ave

N 2nd St

W Harrison Ave

N Hockett St

W Harrison Ave

N Division St

E Harrison Ave

N 3rd St

N 4th St

E Morton Ave

E Harrison Ave

Staff-Worthy

Thurman Ave

N 2nd St

W Thurman Ave

W Thurman Ave

E Thurman Ave

E Thurman Ave

E Thurman Ave

FedEx Drop Box

Bank of America (with Drive-thru ATM)

SJVC Porterville

RWM Home Loans - Porterville

Clark's Tax Service

Threading by amanda

Christens Tonsorial Parlor

Porterville City Hall

Centennial Park

Tulare County Housing Authority

Cleveland Ave

N 2nd St

W Cleveland Ave

W Cleveland Ave

E Cleveland Ave

E Cleveland Ave

N 3rd St

Generations Photography Studio

CSET - Porterville Senior Center

E.P.I.C Beauty Studio

Downtown Realty

Porterville Historical Museum

Myers Funeral Service & Crematory

Emanuel Evangelical Church

Putnam Ave

N 2nd St

W Putnam Ave

W Putnam Ave

E Putnam Ave

E Putnam Ave

N 3rd St

R J's Cafe & Bakery

Poor Richards Pizza

Google

Map data ©2024 United States Terms Privacy Send Product Feedback 100 ft

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: Mary Martinez 910 home Oak Dr. Porterville
CA-93257
- 2 Address where amplification equipment is to be used: 296 N. MAIN ST. Porterville, CA-93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: 439 N. PARK ST. Porterville CA
D.J. Lil' Vic Funk - (Adriel Martinez) - JAVIER VILLARREAL - ST. 93257
44 N. MILL ST. (Gory Graphics)
- 4 Type of event for which amplification equipment will be used: Sound Stereod Syst. - Porterville CA
- 5 Dates and hours of operation of amplification equipment: Nov. 2, 24 @ Approx. 11:00 - 3:30 pm
- 6 A general description of the sound amplifying equipment to be used: Standard DJ. equipment & sound
speakers to audience entertainment & play music - for our event

Section 18-9

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

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

Section 18-14

It shall be unlawful for any person to maintain, operate, connect, or suffer or permit to be maintained, operated, or operated, or connected any or sound amplifier in such a manner as to cause any sound to be projected outside of any building or out of doors in any part of the city, except as maybe 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.

Mary Martinez
Signature of Applicant

9/20/24
Date

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

Mark Azevedo, Lieutenant
City of Porterville, Chief of Police/Designee

09/23/24
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2024

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 DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602	CONTACT NAME: Joseph Guerrero PHONE (A/C. No. Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com FAX (A/C. No): (818) 980-1595																					
INSURED Mary Martinez 910 Lone Oak Drive Porterville, CA 93257	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Fireman's Fund Insurance Company</td><td></td><td>21873</td></tr><tr><td>INSURER B: Axis Insurance Company</td><td></td><td>37273</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Fireman's Fund Insurance Company		21873	INSURER B: Axis Insurance Company		37273	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		UST022072230 NAEP122171	11/2/2024	11/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 50,000 MEDICAL EXPENSE \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☐ N	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Porterville and 1st Baptist Church 101 N G Street, Porterville, Calif. 93257

CERTIFICATE HOLDER

CANCELLATION

City of Porterville
269 North 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

Joseph Guerrero

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Certificate Number: NAEP122171

Policy Number: UST022072230

Effective Dates: 11/2/2024 12:01am to 11/3/2024 12:01am

Additional Insured - Person, Organization or other Entity
600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

City of Porterville

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage or personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President



Applicant Information

Tell us about the Applicant

I'm the	Event Holder/Organizer/Host
I am a	Other organization type
Company Name	Mary Martinez
Street	910 Lone Oak Drive
City	Porterville
State	CA
Zip Code	93257
Applicant Phone Number	559-857-4255
E-mail Address	maryluv1027@icloud.com
Website Address	
Will alcohol be served or be available for consumption at the event?	No
Will the applicant receive any proceeds from the sale of alcohol?	No
Does the event or the insured's business operations include selling, distributing, manufacturing, growing, serving, or furnishing any pharmaceutical, drug, or mind altering substance including but not limited to marijuana, CBD, cannabis, psychotropic/psychedelic substances, or drug(s) of any kind or related products?	No
Will the event be held on premises owned, managed, or operated by the applicant?	No
How did you hear about us?	Google
Is the event or the insured's business operations political in nature?	No

Event Information

Tell us about your event

Event Type	Festival (No Overnight Camping)
Name of Your Event(ex: Pleasantville 3rd Annual Fall Festival)	Mother's United Against Violence
Description of Event Activities	Kids talent show
Will there be any Concessionaires, Exhibitors or Vendors attending or participating in the Event?	Yes
Will the applicant require that all Concessionaires, Exhibitors and Vendors name the applicant as an Additional Insured on a \$1,000,000 Commercial General Liability insurance policy?	No
Does your event involve any political activities or events?	No

When is your event?

Start Date	11/02/2024
Start Time	8:00am
Stop Date	11/02/2024
Stop Time	7:00pm
Total Days Open	1

Tell us about your event attendees?

Maximum Daily Attendance (Number of people attending)	300
Audience Age Group From	1
Audience Age Group To	99

Tell us about your Event Security?

Is a donation expected or a charge required to attend the event?	No
Is a celebrity or other high profile person attending this event?	No
Will there be security at this event?	No

Tell us about the music at your event?

Will there be music played at the event?	No
Please select all of the music that will be played at your event	



Big Band (1930s - 1950s)
Classic Rock (1950s - 1970s)
Alternative Rock (1980 - 1990)
Alternative Rock (2000s)
Classical
Country / Bluegrass
Electronic
EDM
Heavy Metal / Punk Rock
Instrumental / Acapella
Jazz
Pop
Rap / Hip Hop
Reggae
Rhythm & Blues (R&B)
Trance / Psychedelic

Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected
Not Selected

Facility Information

Enter the Venue Information?

Name Of Facility/Venue
Event Location Street Address
City
State
Zip Code
Is public access limited by fences, ropes, barricades or guard rails?
Is the event facility/venue requiring that they be named on a Certificate of Liability as an Additional Insured?
Name of Certificate Holder
The Certificate Holder address is the same as the Venue.
Address
City
State
Zip Code
Enter additional insured language, if any (Optional)

Email a copy of Certificate to: (Optional)

Centennial Park
269 North Main Street
Porterville
CA
93257
No
Yes

City of Porterville
Yes
269 North Main Street
Porterville
CA
93257
City of Porterville and 1st Baptist Church
101 N G Street , Porterville, Calif. 93257

Coverages

Liability Coverage Limit (Terrorism Included)

Optional Coverages
Care Custody Control (3rd Party Property Damage) Liability Coverage
Damage To Premises Limit
Medical Payments Coverage
Collapse Of Temporary Structure Liability Coverage
Contractual Liability Coverage
Hired And Non-Owned Automobile Liability Coverage
Liquor Liability Coverage
Waiver of Subrogation Coverage
AD&D Limit
Event Cancellation Limit

\$1,000,000/\$2,000,000 Per Occurrence/Annual Aggregate

Not Selected
\$50,000
Not Selected
Not Selected
Not Selected
Not Selected

Not Selected
Not Selected



Are you and/or the applicant aware of any circumstances or conditions, whether actual or threatened that may possibly result in a claim under this insurance? Not Applicable

Do you have the ability to move the event indoors without any additional expense? Not Applicable

Is the event under/within any awning, canopy, marquee, pavilion, tent or other portable or temporary shelter structure? Not Applicable

Do the amounts indicated in (1) Expected Event Expenses And Revenues and (2) Expected Event Gross Revenues above represent the full extent of your financial responsibilities? Not Applicable

Are there any other material facts or items of information with regard to this event that should be disclosed? (A material fact is one likely to influence acceptance or assessment of this application by underwriters) Not Applicable

Do you and/or the applicant understand and agree that there no coverage for virtual components or teleconferencing? Not Applicable

Do you and/or the applicant understand and agree that there is no coverage for losses due in any way to the Coronavirus (COVID-19)? Not Applicable

To the best of my knowledge and belief, the information provided within this application is true, up-to-date, and accurate as of the date of signing this Declaration indicated below, and I have not withheld any material facts. I understand and agree that non-disclosure or misrepresentation of material facts will entitle the Company to void the Insurance. Not Applicable

Acknowledgements and Signature

I understand and agree that it is the insured's responsibility to read the insurance policy and that I have been offered all available coverages. Yes

Do you understand and agree that by signing this application, R.V. Nuccio & Associates is hereby appointed and designated as your Broker Of Record regarding the placement of this insurance policy? Yes

I understand and agree that the underwriter retains the right to review the application for accuracy, and that the policy will not cover Bodily Injury, Property Damage or Personal Injury if the Event Type, Music Type or any other application information is falsely reported, falsely stated, incorrectly selected, incorrectly stated, misreported, misrepresented, misstated or wrongly stated, whether or not intentional. I understand and agree that by entering my name below, I am effectively signing this application for Yes

Enter Your First and Last Name

Mary Martinez

Date Signed

09/24/2024

Memorandum Number

NAEP122171

Memorandum Number AD&D

Additional Insureds

1

Additional Insured Name

City of Porterville

Additional Insured Street

269 North Main Street

Additional Insured City

Porterville

Additional Insured State

CA

Additional Insured Zip

93257

Additional Insured Email

Additional Insured Phone

Is there any specific wording the Additional Insured would like to see on the Certificate?

City of Porterville and 1st Baptist Church
101 N G Street , Porterville, Calif. 93257

MOTHERS' UNITED AGAINST VIOLENCE

United by Kindness

PERFORMING ARTS &

TALENT SHOW FESTIVAL

**NOVEMBER 2, 2024
SATURDAY 11 AM-4 PM**

**CENTENNIAL PARK
MAIN ST. PORTERVILLE**

Kids ages 7-14 are welcome to enter the talent show
by emailing your video to marylou1027@yahoo.com.
by September 30th in order to be selected.



FOOD TRUCKS



VENDORS



RAFFLES

CASH PRIZES

Support our youth with kindness!

Facebook Mary Martinez for messages

*Mothers United
Against Gang
Violence*

AUDITIONS HAVE YOU GOT TALENT?



seeking Ages

7-14

Sign up dates- (Sept. 7th- Sept. 27th) send video or do live
audition date: Friday Sept 20th Location - Zalud Park
5- 7:30 pm- 1 day only !

Get your applications to enter via email - request at
maryluv1027@icloud.com or [facebk /maryluv1027](https://www.facebook.com/maryluv1027)

*Cash prize gift cards
to Winners selected by
Judges!*



FIRST BAPTIST CHURCH

101 N G ST, PORTERVILLE, CA 93257

September 18, 2024

To Whom it May Concern,

We, The Porterville First Baptist Church, would first off like to thank the Mothers United Against Gang Violence (MUAGV) for all of your years of service to our community and advocacy against bullying and gang violence in Tulare County.

As many know, our communities are ripe with negative influences that effect our kids and young adults. Advocacy and service is vital to begin to turn the tide of negativity to a more positive outcome. Organization and Individuals like MUAGV are instrumental in this endeavor of uniting to inspire our youth & teaching our kids to be kind to one another.

As Mother Theresa once said, *"Kind words can be short and easy to speak, but their echoes are truly endless."* Let us be kind to one another, it really costs us nothing to smile, encourage, love and be a good example.

Any donation or assistance you can provide 'MUAGV' is greatly appreciated. In addition, we believe as you are supportive of this greatly needed advocacy, you in return will be greatly blessed by God. As He says in His Word, "It is better to give than receive" and again He says He will give back to us for our cheerful and thoughtful giving.

Thank you for your consideration,

Sincerely,

Marshall Denning

Marshall Denning, Pastor

 (559) 784-1620 portervillefirstbaptist@gmail.com

Federal Identification #94-6090662





CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Request for Street Closure: 30th Annual Myers Christmas Memorial Tree Lighting - December 10, 2024

SOURCE: Administrative Services

COMMENT: Myers Funeral Service and Crematory conducts an annual Christmas Memorial Tree Lighting ceremony at its location at 248 North "E" Street, with this year's 30th annual ceremony scheduled to take place on Tuesday, December 10, 2024. In conjunction with this event, and for the safety of those in attendance, Ernesto Alonzo, Funeral Director of Myers Funeral Service and Crematory, has requested the closure of "E" Street between Putnam and Cleveland Avenues, from 5:00 p.m. to 9:00 p.m. The ceremony is scheduled to be held in front of Myers Chapel on "E" Street at 7:00 p.m.

In addition to the street closure, Mr. Alonzo submitted an Assembly Permit for the estimated 375 people that is expected to attend this annual event. The Police Department has approved the Assembly Permit, which is attached for the City Council's reference, along with a copy of the required Certificate of Liability Insurance.

RECOMMENDATION: That the City Council approve the closure of "E" Street, between Putnam and Cleveland Avenues, on December 10, 2024, from 5:00 p.m. to 9:00 p.m., subject to the specified conditions.

ATTACHMENTS:

1. Letter of Request dated October 21, 2024
2. Assembly Permit
3. Certificate of Liability Insurance

Appropriated/Funded:

Review By:

Department Director:
Yuliana Andrade, Administrative Services Director

Final Approver: Patrice Hildreth, City Manager

Myers Funeral Service and Crematory

248 N. "E" Street, Porterville, CA 93257
(559)784-5454
myersfuneral.com

October 21, 2024

To: Porterville City Council

We respectfully request that "E" Street be blocked off at Putnam and Cleveland Avenues the evening of Tuesday, December 10, 2024 from approximately 5:00 to 9:00 PM, for the protection and safety of those who will be attending the Thirtieth (30th) Annual Myers Christmas Memorial Tree Lighting. The response from the community has been well received, and we expect approximately 400 people from the local community and outlying areas in attendance.

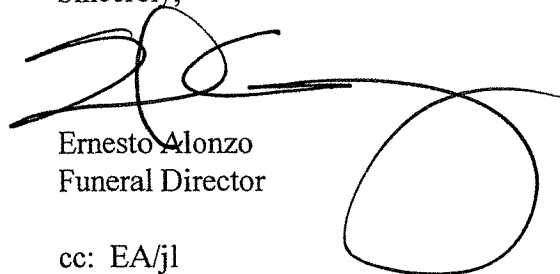
The original purpose in beginning this tradition was to give back to the community in the way of service. It allows families to place memorial ornaments on the trees prior to the service, commemorating their loved ones.

A memorial service is planned for the evening of Tuesday, December 10th at 7:00 PM at Myers Funeral Service, when the community will be invited to attend and celebrate the season by remembering loved ones. At the conclusion of the service, the trees will be lit and remain lit through Christmas.

Find enclosed an "Assemblies Permit" signed by Chief Jake Castellow of the Porterville Police Department, along with a Certificate of Liability Insurance.

Thank you for your consideration of this request.

Sincerely,



Ernesto Alonzo
Funeral Director

cc: EA/jl
Enclosures



ORDINANCE NUMBER 927
Section 18-7.2

OCT 24 2024

Application for ASSEMBLIES or MEETINGS on public streets, sidewalks or parks, within the City of Porterville.

This application **MUST BE FILED WITHIN FOUR (4) DAYS PRIOR** to the date of the assembly or meeting.

- A. Myers Funeral Service & Crematory (559) 784-5454
(Name/Address) (Telephone)
- B. 248 North "E" Street, Porterville, CA 93257
(Name & Address of Organization) (Telephone)
Ernesto Alonzo, Funeral Director (559) 784-5454
(Authorized Head of Organization) (Telephone)
- C. Name of Event Chairman Ernesto Alonzo, Jill Lynch
- D. Purpose of event: Memorial Service and Lighting of Memorial Trees
(30th Year)
- E. Date & Time of Event Tuesday, December 10th, 2024 from 7:00-9:00 PM
- F. Number of persons Approximately 375 people
- G. Location of the assembly area of event Myers Reception Hall, 265 North E Street for Service/248 North E Street for tree lighting.
- H. Security Guards required? [] yes [x] no If so, how many? _____
- I. Plans for the assembly & dispersement of the event. Indicate times thereof 5:00 PM - 9:00 PM
- J. Other information _____

I HEREBY AGREE TO ABIDE BY ALL PROVISIONS SET FORTH IN CITY ORDINANCE 927, SECTION 18-7.2 AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY OF PORTERVILLE.

Legal signature of applicant [Signature]

Date 10/25/24

Telephone (559) 784-5454

Application Approved [x] Denied []

[Signature] mark Alonzo, Lieutenant
Chief of Police

10/96



MYERS-2

OP ID: AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2024

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 NSE Insurance Agencies, Inc. United Valley Insurance Svcs 160 South D St., P.O. Box 704 Exeter, CA 93221 Patty L. Spott	559-592-9411	CONTACT NAME: Patty L. Spott PHONE (A/C, No, Ext): 559-592-9411 E-MAIL ADDRESS: pspott@nseinsurance.com FAX (A/C, No): 559-592-5059
INSURED Myers Funeral Service 248 North E Street Porterville, CA 93257		INSURER(S) AFFORDING COVERAGE INSURER A: West American INSURER B: Capitol Specialty Ins. Corp. INSURER C: Technology Insurance Co., Inc. INSURER D: INSURER E: INSURER F:
		NAIC # 44393 10328 42376

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 ☒ Funeral Directors GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			BKW57832789 BKW57832789	04/01/2024 04/01/2024	04/01/2025 04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAW57832789	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			XS24025339	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4478213	09/30/2024	09/30/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Christmas Tree Lighting Ceremony December 10, 2024.

CERTIFICATE HOLDER

CITYP-1

City of Porterville
291 N Main
Porterville, CA 93257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patty L. Spott



CITY COUNCIL AGENDA – NOVEMBER 5, 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 October 15, 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 Bourdreaux issued an Evacuation Warning for both the north and south sides of the Tule River, and the Tulare County Office of Emergency Services (TCOES) established a Temporary Evacuation Point (TEP) and Emergency Shelter in the gymnasium at Porterville College.

On March 15, 2023, due to the water level of Success Lake rising to the point of running over the spillway of the Richard L. Schafer Dam, Sheriff Boudreaux issued a Mandatory Evacuation Order for the residences, businesses and structures between Schafer Dam and Road 284, east of the city of Porterville. On March 18, 2023, due to water levels dropping on the Tule River, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising flood waters, Sheriff Boudreaux issued a Mandatory Evacuation Order for the area between Olive Avenue

(Avenue 152) to Avenue 144 and the Friant-Kern Canal and the Tule River and Westwood Street, west of the city of Porterville. On March 25, 2023, Sheriff Boudreaux reduced the Mandatory Evacuation Order back to an Evacuation Warning.

On March 15, 2023, due to rising water levels of the Tule River, City Public Works Department staff took extraordinary measures to protect the neighborhood north of River Springs Drive, avoiding potentially catastrophic flooding of the area.

On March 16, 2023, due to the historic water levels and flows of the Tule River causing erosion to the river banks, Police Chief Jake Castellow issued a Mandatory Evacuation Order for eight residences along Rio Vista Avenue, providing information on the TEP and Emergency Shelter established at Porterville College. City Public Works Department staff took extraordinary measures over the next several days to mitigate and protect the river banks from affecting the residences. On March 24, 2023, Chief Castellow reduced the Mandatory Evacuation Order of the eight residences back to an Evacuation Warning.

On March 19, 2023, due to continued erosion of the banks of the Tule River and the performance of immediate necessary mitigation efforts by Public Works Department personnel, Chief Castellow issued a Mandatory Evacuation Order for both the north and south banks of the Tule River within City limits (not including permanent structures with a designated address), and provided information on the TEP and Emergency Shelter established at Porterville College. The Public Works Department continues to work diligently in shoring the banks of the Tule River.

To accommodate upcoming ceremonies and events in the gymnasium at Porterville College, the TEP and Emergency Shelter at the College closed at noon on April 11, 2023, and thirty (30) individuals were successfully transitioned to the new TEP at the Porterville Army National Guard Armory. A Special Meeting of the Council was scheduled for April 14, 2023, to consider a draft License agreement for the City's temporary use of the State facility. The American Red Cross continued to provide shelter services at the TEP, but transitioned out on May 5, 2023. With the authority granted to the City Attorney and City Manager at its meeting on April 18, 2023, the City and County drafted a Memorandum of Understanding (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. Porterville Army National Guard Armory Daily Census
 24. PDF Porterville Army National Guard Armory Daily Census

Appropriated/Funded:

Review By:

Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 11 -2023

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE CONFIRMING THE EXISTENCE
OF A LOCAL EMERGENCY

WHEREAS, Chapter 9 of the Porterville Municipal Code of the City of Porterville provides for the ability to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within the City of Porterville caused by severe winter storm systems striking California, and in particular the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River that create or will likely create conditions of extreme peril; and

WHEREAS, Mayor Martha A. Flores in conjunction with City Manager John Lollis did declare the existence of a local emergency within the City of Porterville on the 13th day of March, 2023, which is subject to ratification by the City Council within seven (7) days. A copy of said Declaration is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the declaration of the existence of a local emergency; and

BE IT RESOLVED that said local emergency shall be deemed to continue to exist until termination is proclaimed by the City Council of the City of Porterville, State of California.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk



DECLARATION OF LOCAL EMERGENCY

WHEREAS, severe winter storm systems have struck California and in particular, the Porterville area, beginning in late February and continuing into March bringing damaging winds and historic precipitation, including rainfall in the Southern Sierra Nevada mountains already impacted by above-normal snow levels; and

WHEREAS, it is forecasted that additional storms will continue to threaten the Porterville area, bringing additional rain, significantly impacting Lake Success which is above capacity, and significantly increasing flows in the Tule River; and

WHEREAS, under the provisions of the City Charter, I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, I find that the conditions caused by these storms, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Porterville and may require the combined forces of mutual aid and/or unified command to appropriately respond.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, in accordance with the authority vested in me by the Porterville City Charter, **HEREBY DELCARE A LOCAL EMERGENCY** to exist in the City of Porterville.

IT IS HEREBY ORDERED that the City's Emergency Management Team under the direction of Fire Chief/Incident Commander Bryan Cogburn has the authority to procure any and all resources deemed necessary in this event.

DECLARED, this 13th day of March, 2023.

Martha A. Flores, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

By: _____

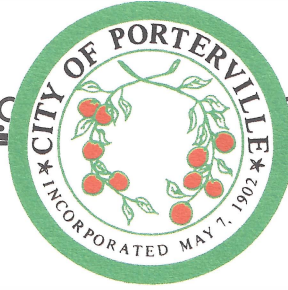
Fernando Gabriel-Moraga, Deputy City Clerk

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 16th, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, and the water levels in the Tule River, there is erosion to the bank of the river. An Evacuation order has been issued for all residences, businesses, and structures that are on the south side of Rio Vista Ave with the addresses of **191 Rio Vista Avenue, 201 Rio Vista Avenue, 211 Rio Vista Avenue, 221 Rio Vista Avenue, 231 Rio Vista Avenue, 241 Rio Vista Avenue, and 245 Rio Vista Avenue.**

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should **leave now** before the water causes unsafe conditions for the residence. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue. Thank you.

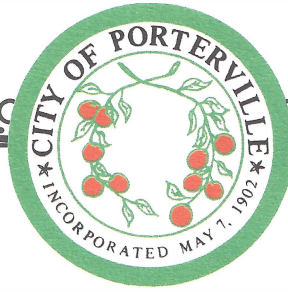
Jake Castellow
Chief of Police

Police Department

350 North "D" Street
Porterville, CA 93257
(559) 782-7400/FAX (559) 784-1070
www.PortervillePolice.com

Jake Castellow

Chief of Police



March 19, 2023

This is a message from Tulare County & the City of Porterville. Due to the recent storm events, there is erosion to the banks of the Tule River.

An **Evacuation Order** has been issued for the north bank and south bank of the Tule River, from Westwood Street, to the Plano bridge, but does not include the south bank from Westwood Street, east to the bridge of State Route 65. This evacuation order does not include permanent structures with a designated address, other than those for which a previous evacuation order has been issued.

An evacuation order, also known as a mandatory evacuation, means that all residents and visitors should leave immediately due to the unsafe conditions of the river banks. If you are unable to evacuate and require assistance, please call 9-1-1. For additional resources or information, please call 2-1-1. Please refer to the map on the Tulare County website, emergencies page, at TulareCounty.CA.gov/emergencies.

A Temporary Evacuation point has been set up at Porterville College, 100 E College Avenue.

Jake Castellow

Chief of Police

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-6-23

WHEREAS on March 1, 2023, March 8, 2023, March 12, 2023, March 14, 2023, and March 28, 2023, I proclaimed a State of Emergency to exist in 47 counties, cumulatively, as a result of a series of ongoing winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS the State has experienced over a dozen atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including what are expected to be record amounts of snow in the Sierra Nevada, in particular in the southern Sierra, and current and forecasted precipitation are expected to add to historic snowpack levels already composed of several million acre-feet of snow water content; and

WHEREAS reservoirs into which the Sierra snowpack runoff would flow are already impacted by runoff, which is expected to greatly exceed available storage capacity in the reservoirs in and around the Tulare Lake Basin and the San Joaquin River Basin, and much of the ground in the area has reached saturation due to the series of ongoing winter storms; and

WHEREAS the Tulare Lake Basin is the terminal point for the Kings, Kaweah, Tule, and Kern Rivers, and several smaller streams, meaning that water from additional expected rains and Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS recent storms have already caused flooding in the Tulare Lake Basin, leading to emergency rescues and evacuation orders in Allensworth, Alpaugh, and other communities in Tulare and Kings Counties, and leading to dozens of levee breaks and local agencies directing strategic cuts to canals and levees to prevent further flooding of communities; and

WHEREAS runoff from the snowpack caused by the winter storms could result in flood conditions in the Tulare Lake Basin resembling those last experienced in the historic floods of 1969 and 1983, following historic snowpacks in those years; and

WHEREAS local flood control districts and other local governments generally have flood control responsibility in the Tulare Lake Basin, but state agencies such as the California Department of Forestry and Fire Protection (CAL FIRE), the California Department of Water Resources, and the Governor's Office of Emergency Services are actively engaged in supporting this local effort, and state agencies will continue to provide technical advice and other resources and support as needed, with a particular priority on protecting the lives and health of local communities; and

WHEREAS stretches of the San Joaquin River have been or are at flood stage this spring, river stages are expected to stay high throughout the spring as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin as well; and

WHEREAS heavy accumulation of snowfall on the roof of Bear Valley Elementary School, located in Alpine County, currently renders instructional space unsafe for use; and

WHEREAS frequent flooding and flood evacuation orders have resulted in school closures and low student attendance in Pajaro Middle School, Hall District Elementary School and Ohlone Elementary, located in Pajaro Valley Unified School District in Santa Cruz County; and

WHEREAS it is critical that displaced students are back in school facilities as quickly as possible to ensure continuity in education; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to respond to and mitigate the effects of these storms; and

WHEREAS on March 9, 2023, I requested a Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by President Joseph R. Biden, Jr.; and

WHEREAS on March 15, 2023, I requested the addition of 9 counties to the existing Presidential Emergency Declaration related to these late winter storms, which was expeditiously approved by the President; and

WHEREAS on March 28, 2023, I also requested the President issue a Major Disaster Declaration related to these late winter storms for counties that met the validated damage threshold; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency shall remain in full force and effect.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake Basin, Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter, are

suspended for activities that meet all of the requirements in Paragraph 3.

3. The suspension created by Paragraph 2 shall apply to floodwater diversion, debris removal, and levee repair and breach in the Tulare Lake Basin, on the condition that the actions cease when the flood conditions have abated to the point there is no longer flooding outside of defined streambeds and levees. Additionally, the suspension created by Paragraph 2 shall apply to floodwater diversion only if all of the following additional conditions are met:
 - a. The diversion of floodwater from the Tulare Lake Basin or rivers or streams flooding the Tulare Lake Basin must occur between March 31, 2023, and August 1, 2023, for flood management purposes.
 - b. For diversions directly from rivers or streams, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
 - c. For diversion of floodwaters in the Tulare Lake Basin (that is, waters no longer contained within a defined streambed or levee), a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures.
 - d. Any water diverted is not diverted to and will not be applied to any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
4. In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspension created by Paragraph 2 should take care, wherever feasible, to protect above-ground infrastructure and drinking water and wastewater infrastructure such as drinking water well field sites, wastewater discharge ponds, and other water resources that are necessary for the protection of human health and the recovery of impacted communities.
5. For purposes of conducting emergency flood preparation and response activities, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public

Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake Basin.

6. To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake Basin, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
7. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake Basin. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.
8. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to use temporary facilities such as the Alpine County Public Library due to extraordinary snowpack on the roof of Bear Valley Elementary School, rendering instructional space unsafe, the requirements of Education Code sections 17280, et seq., 17365, et seq., and Government Code sections 4453 and 14963 are suspended with respect to those temporary facilities. The requirements of the California Building Code (codified in Title 24 of the California Code of Regulations), as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply to these temporary facilities.
9. To the extent the Alpine County Office of Education and Alpine County Unified School District are required to temporarily use buildings, as defined in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 2, section 202), such as the Alpine County Public Library due to extraordinary snowpack on the roof of the Bear Valley Elementary School, rendering instructional space unsafe, local planning and zoning regulations shall be suspended to allow immediate occupancy of such buildings for use as public school facilities. In addition, the requirements of the California Building Code, as adopted and enforced by the local building and fire agencies with jurisdiction over the area, shall apply, except that the requirements

relating to Change of Use or Occupancy Classification in the California Building Code (California Code of Regulations, Title 24, Part 2, Chapter 1, section 111) shall not trigger immediate code upgrades, and a Certificate of Occupancy shall not be withheld for such immediate and temporary use of the facilities as a public school, as long as such facilities met building code requirements at the time of their construction, are accessible to individuals with disabilities, and are judged safe for use by the local building official.

10. Education Code section 60641 (a) requiring that all pupils be administered academic assessments in mathematics, English language arts, and science, as provided for in Education Code section 60640, is suspended for the 2022-2023 school year for Pajaro Middle School, Hall District Elementary School and Ohlone Elementary School of the Pajaro Valley Unified School District, if a federal waiver is approved by the United States Department of Education.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 31st day
of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

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

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-7-23

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, and May 15, 2023, I proclaimed a State of Emergency to exist in 52 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to further bolster the emergency response to this Late Winter Storms event, particularly in the Tulare Lake Basin that continues to be plagued by historic flooding; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS on March 10, 2023, I issued Executive Order N-4-23 to address evolving drought conditions due to the winter storms and to mitigate flooding by facilitating groundwater recharge; and

WHEREAS due to the complexity of the impacts from over a dozen Atmospheric River events since December 2022, including the accumulation of a record snowpack in the Sierra Nevada that is likely to yield record snowmelt runoff, especially in the Tulare Lake Basin, I previously issued Executive Orders identified herein to respond to and recover from the winter storms, and those orders now require updating in-light of the most recent runoff conditions and the State's more robust and recent modeling of likely flood impacts; and

WHEREAS the Tulare Lake Basin includes portions of Fresno, Kings, Tulare, and Kern counties and is the terminal point for the Kaweah, Tule, and Kern Rivers as well as a portion of the Kings River and several smaller streams, meaning that water from Sierra snowpack runoff that cannot be stored in reservoirs or absorbed into the ground will flow into the basin; and

WHEREAS the Tulare Lake Basin is hydrologically connected to the San Joaquin River Basin via the James Bypass and Fresno Slough and that connection has the potential to exacerbate the flood risk in the San Joaquin River Basin, and so further emergency response efforts may become necessary in the San Joaquin River Basin; and

WHEREAS stretches of the San Joaquin River, Chowchilla and Eastside Bypasses, San Joaquin River mainstem and tributaries (Fresno River, Chowchilla River, Merced River, Stanislaus River, and Tuolumne River, hereafter, San Joaquin River Tributaries), and Fresno Slough/James Bypass have been or are at flood stage this spring, river stages are expected to stay high or increase throughout the spring and summer as snowpack melts, and multiple levee repairs are underway on the lower San Joaquin River; and

WHEREAS the Kern River – California Aqueduct Intertie exists to move floodwaters safely from the Kern River into the California Aqueduct, and the Kern River Watermaster on May 10, 2023, requested the use of the Intertie to prevent Kern River floodwater from exacerbating flooding in the Tulare Lake Basin, and state agencies have begun actions to safely enable the diversion of these flood flows; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of these ongoing winter storms.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect except as modified in this Order.
2. Paragraph 2 of Executive Order N-6-23 is withdrawn and replaced by the following:

To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding in the Tulare Lake or San Joaquin River Basins, the following are suspended for activities that meet the requirements in Paragraph 3.

- a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter; and
 - b. Division 13 (commencing with Section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
3. Paragraph 3 of Executive Order N-6-23 is withdrawn and replaced by the following, except that any diversion in the Tulare Lake Basin that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-6-23 until August 31, 2023:

The suspensions created by Paragraph 2 shall apply to floodwater diversion, floating vegetation and debris removal, and levee repair and breach, in the Tulare Lake or San Joaquin River Basins, on the condition that the actions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.

4. Additionally, the suspensions created by Paragraph 2 shall apply to floodwater diversion only if all the following additional conditions are met:
 - a. Any diversion of floodwaters directly from the (i) Tulare Lake Basin or rivers or streams or bypasses flooding the Tulare Lake Basin or (ii) the San Joaquin River or San Joaquin River tributaries (including Fresno Slough and James Bypass) or San Joaquin River bypasses must occur between March 31, 2023, and August 31, 2023, for flood management purposes.

- b. With respect to diversions of floodwaters directly from rivers or streams or bypasses, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that flows downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- c. With respect to diversions of floodwaters that are no longer contained within a defined streambed or levee, a local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice that areas from which the floodwaters are diverted are either at imminent risk of flooding or already flooded, with potential or existing inundation of land, roads, or structures, or are on lands inundated as a result of actions within subparagraph (a).
- d. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticide or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or
 - iv. Any area that has not been in active irrigated agricultural cultivation within the past three years including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purposes of groundwater recharge or managed wetlands.
- e. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species requirements in the Delta at the time of the diversion.
- f. With respect to diversions of floodwaters directly from the San Joaquin River or San Joaquin River Tributaries, the diversion uses:
 - i. either existing diversion infrastructure or temporary pumps;

- ii. no new permanent infrastructure or permanent construction; and
 - iii. simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- 5. Paragraph 4 of Executive Order N-6-23 is withdrawn and replaced by the following:

In addition to the mandatory conditions set forth in Paragraph 3, any person conducting planned levee breaches or controlled inundation to prevent further catastrophic flooding pursuant to the suspensions created by Paragraph 2 should, wherever feasible, protect above-ground infrastructure and water sources that are necessary for the protection of human health and the recovery of impacted communities.

- 6. Paragraph 5 of Executive Order N-6-23 is withdrawn and replaced by the following:

For purposes of conducting emergency flood preparation and response activities beyond those provided for in Paragraphs 2 and 3, for any (a) actions taken by state agencies, (b) actions taken by a local agency where the Secretary of the Natural Resources Agency concurs that local action is required, and (c) permits necessary to carry out actions under (a) and (b), Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division, are suspended to the extent necessary to address flood impacts in the Tulare Lake or San Joaquin River Basins.

- 7. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

To support adequate state staffing for all state agencies and departments with an assigned response and/or recovery role related to flooding in the Tulare Lake or San Joaquin River Basins, consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the flooding in the Tulare Lake Basin. Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.

- 8. Paragraph 6 of Executive Order N-6-23 is withdrawn and replaced by the following:

The limitation for the period of employment for State Personnel Board

emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to flooding in the Tulare Lake or San Joaquin River Basins. The requirements and period of employment for such appointments will be determined by the Office of Emergency Services, but shall not extend beyond the termination date of the State of Emergency.

9. Paragraph 3 of Executive Order N-4-23 is withdrawn and replaced by the following, except that any diversion that is operational as of June 1, 2023, may continue to operate under Paragraph 3 of Executive Order N-4-23 until August 31, 2023:

The suspensions created by Paragraph 2 of Executive Order N-4-23 shall apply to diversions of floodwaters as to which all the following conditions are met:

- a. Diversions of floodwaters directly from rivers, streams, or bypasses must occur between March 10, 2023, and August 31, 2023, for flood management and associated groundwater recharge.
- b. Diversions of floodwaters no longer contained within a defined streambed must prevent imminent risk of flooding or relieve flooding pressure from land, roads, or structures, already inundated, including as a result of actions within subparagraph (a).
- c. A local or regional flood control agency, city, or county has given notice via its internet website, electronic distribution list, emergency notification service, or another means of public notice, that waters at or downstream of the point of diversion are at imminent risk of flooding and inundation of land, roads, or structures.
- d. The diversions cease when the flood conditions have abated to the point there is no longer a risk of, or existing, flooding causing inundation of land, roads, or structures at or downstream of the point of diversion.
- e. Any floodwater diverted is not diverted to and will not be applied to:
 - i. Any barn, ponds, or lands, to which manure or waste from an animal facility that generates waste from the feeding and housing of animals for more than 45 days per year in a confined area that is not vegetated are applied;
 - ii. Any agricultural field where pesticides or fertilizer application has occurred in the prior 30 days or in the period prohibited by applicable law, whichever is longer;
 - iii. Any area that could cause damage to critical levees, infrastructure, wastewater and drinking water systems, drinking water wells or drinking water supplies, or exacerbate the threat of flood and other health and safety concerns; or

- iv. Any area that has not been in active irrigated agricultural cultivation within the past three years, including grazing lands, annual grasslands, and natural habitats. This limitation does not apply to facilities already constructed for the purpose of groundwater recharge or managed wetlands.
- f. With respect to diversions of floodwaters from waters tributary to the Sacramento and San Joaquin River Delta (Delta) as defined in Water Code section 12220 (Delta), water rights holders are not making releases of stored water or reoperating facilities to provide flow for the purposes of meeting water quality control plan or endangered species supporting regulatory requirements in the Delta at the time of the diversion.
- g. The diversion uses:
 - i. Either existing diversion infrastructure or temporary pumps;
 - ii. Existing groundwater recharge locations, where available;
 - iii. No new permanent infrastructure or permanent construction; and
 - iv. Simple screens installed on temporary pump intakes to minimize the impacts of diversion to salmon and other aquatic life.
- h. The person or entity availing itself of suspensions created by Paragraph 2 of Executive Order N-4-23 files a preliminary report with the Water Board and any applicable Groundwater Sustainability Agency (GSA) or GSAs for the basin, no later than 14 days after initially commencing diversion of flood flows for groundwater recharge, and a final report with the Water Board and any applicable GSA or GSAs for the basin no later than September 15, 2023. The preliminary and final reports required by this subparagraph shall:
 - i. Identify the person or entity utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23;
 - ii. Identify the triggering condition from subparagraph (c) of this paragraph;
 - iii. Provide the GPS coordinates for the point of diversion, a map identifying the approximate area inundated by the flood flows, and the corresponding assessor parcel number(s);
 - iv. Identify the time when diversions of floodwaters to groundwater recharge commenced, and for final reports, when diversions ceased; and
 - v. Provide an estimate, as of the report's date, of the amount of floodwaters diverted utilizing the suspensions created by Paragraph 2 of Executive Order N-4-23.

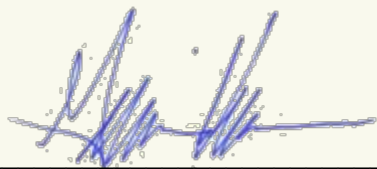
The Water Board shall post on its internet website all reports received pursuant to this subparagraph.

10. To mitigate the effects of the Late Winter Storms, including by reducing the risks of local catastrophic flooding in the Tulare Lake Basin, Part 2 (commencing with section 1200) of division 2 of the Water Code, exclusive of section 1225, and regulations adopted pursuant to that part, are suspended for diversions of flood flows into the Kern Intertie and ultimately into the California Aqueduct until August 31, 2023, such that applications and permits for water rights shall not be required for such diversions, nor shall such diversions create new water rights or modify existing water rights, to the extent applications or permits would have been required or water rights would have been affected absent this suspension.
11. The Department of Water Resources and State Water Resources Control Board shall (i) communicate to water systems and others any additional information or actions necessary for those systems and others to monitor and be prepared for the addition of Kern River floodwater in the California Aqueduct, and (ii) collaborate on long-term actions that align water rights and flood response, including actions that maximize in-basin groundwater recharge.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of May 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH.D
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-10-23

WHEREAS the State has experienced over thirty atmospheric rivers since December 2022, resulting in compounding and cumulative impacts across California, including record or near record amounts of snow in the Sierra Nevada; and

WHEREAS on January 4, 2023, I proclaimed a State of Emergency to exist in California as a result of severe winter storms related to an atmospheric river event beginning on December 27, 2022; and

WHEREAS on March 1, March 8, March 12, March 14, March 28, April 20, May 15, and June 16, 2023, I proclaimed a State of Emergency to exist in 53 counties, cumulatively, as a result of a series of winter storms that initially struck California beginning in late February and continue to significantly impact the counties identified in my Proclamations; and

WHEREAS on April 21, May 10, July 8, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions, and on February 13, 2023, I issued Executive Order N-3-23 and on March 10, 2023, I issued Executive Order N-4-23, to address evolving drought conditions due to the 2022-2023 Winter Storm Events and mitigate flooding by facilitating groundwater recharge; and

WHEREAS on March 31, 2023, I issued Executive Order N-6-23 to bolster the emergency response to the 2022-2023 Winter Storm Events, particularly in the Tulare Lake Basin that continues to be affected by historic flooding; and

WHEREAS on May 17, 2023, and on June 16, 2023, I issued Executive Order N-7-23 and N-9-23, respectively, to further bolster the emergency response to the 2022-2023 Winter Storm Events, in both the San Joaquin River and the Tulare Lake Basins; and

WHEREAS there remains a need for removal of floating vegetation and debris throughout impacted counties, including stretches of the Salinas River mainstem and tributaries, stretches of the Pajaro River mainstream and tributaries, and coastal streams along the Central Coast region from Santa Cruz County to Ventura County, and that removal must expeditiously occur before the next rainy season begins in fall 2023 in order to mitigate the risk of additional flooding and allow for continued recovery efforts; and

WHEREAS emergency repairs, debris removal, sediment removal, and vegetation management within waters of the United States are subject to federal approvals from the U.S. Army Corps of Engineers pursuant to section 404 of the federal Clean Water Act (33 U.S.C. § 1344), and the State Water Resources Control Board (Water Board) has previously issued state water quality certifications corresponding to the Corps Regional General Permits 8, 5, or 63 for Repair and Protection Activities in Emergency Situations and the Nationwide Permit 3 for Maintenance Part (a) for repair, rehabilitation, or replacement of structure of fill (collectively Emergency or Repair Corps Orders), which provide a

pathway for emergency activities in many instances (hereinafter referred to as Water Board Emergency or Repair 401 Certification Orders); and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the 2022-2023 Winter Storm Events.

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

IT IS HEREBY ORDERED THAT:

1. All provisions contained in the above-referenced Proclamations of a State of Emergency and Executive Orders shall remain in full force and effect, except as modified or withdrawn in subsequent proclamations and orders.
2. To protect health, safety, and the environment, and to reduce the risks of local catastrophic flooding, with respect to activities that take place in the San Joaquin River and tributaries, the Tulare Lake Basin and tributaries, including, but not limited to, the Kings, Tule, Kaweah, and Kern Rivers, the Salinas River and tributaries, the Pajaro River and tributaries, and other coastal streams between the Pajaro River (Santa Cruz/Monterey/San Benito Counties), to and including the Ventura River (Santa Barbara/Ventura County), but excluding tributaries to such other coastal streams, the following are suspended, subject to the conditions in Paragraphs 3 and 4, as applicable:
 - a. Chapter 6 (commencing with section 1600) of Division 2 of the Fish and Game Code, and regulations adopted pursuant to that Chapter.
 - b. Certain statutes, rules, and requirements applicable to activities under the jurisdiction of the Water Board and the California Regional Water Quality Control Boards (Regional Water Boards) as follows:
 - i. For an activity in a water of the United States that receives an authorization by the U.S. Army Corps of Engineers pursuant to section 404 of the Clean Water Act, any enrollment criteria that may limit the permitting of the activity under a Water Board Emergency or Repair 401 Certification Order, including criteria limiting the scope to only the Emergency or Repair Corps Orders, conditioned on compliance with all other provisions set forth in the relevant Water Board Emergency or Repair 401 Certification Order.

- ii. For an activity not covered by paragraph 2.b.i, sections 13260 and 13263 of the Water Code, and regulations adopted pursuant to those sections.
 - c. Division 13 (commencing with section 21000) of the Public Resources Code, and regulations adopted pursuant to that division.
- 3. The suspensions in Paragraph 2 apply only to (i) the repair or replacement of existing levees, weirs, and other conveyance and flood-control infrastructure, (ii) debris removal, (iii) sediment removal, and (iv) vegetation management, provided that the activity meets all of the following conditions, as applicable:
 - a. The activity is necessary to respond to conditions caused by the 2022-2023 Winter Storm Events and is necessary to avoid future damage from high streamflow events in the upcoming rainy season.
 - b. Removal of sediment or vegetation or both serves to either reestablish a functional low flow channel or reestablish channel capacity, or clear sediment and debris from the river channel near structures such as bridges.
 - c. Removal of sediment or vegetation or both is carried out in a manner that (i) does not involve excavation resulting in the establishment of a new low flow channel that did not exist prior to the 2022-2023 Winter Storm Events, (ii) maintains the natural contour of the stream, (iii) maintains the downstream slope of the stream flow line, and (iv) does not impede fish passage or cause fish stranding.
 - d. Removal of sediment or vegetation or both is limited to portions of the channel that are dry.
 - e. No more than 30% of the total native vegetation within the stream channel and bank is removed from each river mile.
 - f. Levees are either set back from their previous location (increasing channel capacity) or are rebuilt as configured prior to the 2022-2023 Winter Storm Events.
 - g. The activity does not involve disposal or placement of flood-delivered sediments into waters of the state or at locations or in a manner where sediments may be washed into waters of the state by rainfall or runoff.
 - h. The activity minimizes impacts to beneficial uses of the water body.
 - i. The activity is completed by November 1, 2023.
- 4. The suspensions in Paragraph 2.b.ii apply only if the activity meets all of the following further conditions:

- a. The project proponent shall provide notice to the appropriate Regional Water Board as early as possible, and no less than forty- eight (48) hours prior to initiating the project, that includes the scope and location of the activity, a description of the infrastructure, debris, sediment, and vegetation conditions relevant to the activity, with representative photos, and, as applicable, a description of how the activity serves to establish a functional low flow channel or reestablish channel capacity.
- b. Following any accidental discharge of a reportable quantity of a hazardous material (as defined in Health and Safety Code section 25501), sewage, or an unknown material, the project proponent shall follow the notification and reporting procedures set forth in condition A.3.c of Water Quality Order No. 2019-0044-Exec Clean Water Act Section 401 Water Quality Certification and Order.
- c. The activity shall be undertaken so as to avoid causing a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in any applicable Regional Water Board or Water Board water quality control plan or state policy for water quality control, but in the event of a violation of water quality standards, the project proponent shall eliminate the source of any such discharge as soon as practicable. Water diversion activities must not result in the degradation of beneficial uses or exceedances of water quality objectives of any of the receiving waters. Any temporary dam or other constructed obstruction must only be built from materials that will cause little or no siltation (e.g., clean gravel). Normal flows must be restored to the affected water immediately upon completion of work at that location.
- d. If there is a violation of a water quality standard, the project proponent shall notify the applicable Regional Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means. This notification must be followed within three (3) working days by submission of a written report that includes the cause of the violation; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results.
- e. If surface water is present, the project proponent shall conduct continuous visual surface water monitoring to detect accidental discharge of construction-related pollutants (e.g., oil and grease, turbidity plume, or uncured concrete).

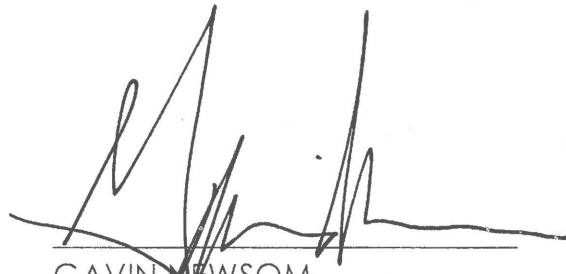
- f. The project proponent shall keep all repairs and construction to the minimum necessary to alleviate the emergency caused by the 2022- 2023 Winter Storm Events and limited to in-kind replacement or refurbishment of on-site features, although the project may undertake minor upgrading if bioremediation or other environmentally sensitive solutions are used.
 - g. The project proponent shall implement effective best management practices to control erosion and runoff from areas associated with the activity, including access roads. All areas of temporary impacts and all other areas of temporary disturbance that could result in a discharge or a threatened discharge to waters of the U.S. and/or state must be restored. Restoration must include grading of disturbed areas to pre-project contours and revegetation with native species.
 - h. Notification of completion, including representative photos showing completion, shall be submitted to the appropriate Regional Water Board within 30 days of completion of the activity.
- 5. To support adequate state staffing for all state agencies assigned response and/or recovery role related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County), consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. All other restrictions must be adhered to for retired annuitants. The Director of the California Department of Human Resources must be notified of any individual employed in state government pursuant to these suspensions. The suspension of statutes identified in this Paragraph shall also apply to local governments, as applicable, to ensure adequate staffing to appropriately respond to the damage from the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). Local governmental agencies shall notify the California Public Employees' Retirement System of any individual employed by an agency pursuant to this Paragraph.
- 6. The limitation for the period of employment for State Personnel Board emergency appointments, as provided in Government Code section 19888.1, is suspended for positions required for emergency response and/or recovery operations related to the 2022-2023 Winter Storm Events in coastal streams including and between the Pajaro River (Santa Cruz/Monterey/San Benito Counties) and the Ventura River (Santa Barbara/Ventura County). The requirements

and period of employment for such appointments will be determined by the Office of Emergency Services but shall not extend beyond the termination date of the State of Emergency.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of August 2023.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

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



FEMA

Congressional Affairs Division
202-646-4500

STATE OF CALIFORNIA

FEDERAL DISASTER DECLARATION FACT SHEET

APRIL 3, 2023

Today, April 3, 2023, President Joseph R. Biden Jr., granted a Major Disaster Declaration for the State of California triggering the release of Federal funds to help individuals and communities recover from Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides that occurred February 21, 2023, and continuing. Details of the disaster declaration and assistance programs are as follows:

Declaration Number:	FEMA-4699-DR
Incident:	Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides
Incident Period:	February 21, 2023, and continuing
Federal Coordinating Officer:	Andrew F. Grant National FCO Program
Individual Assistance (IA):	(Assistance to individuals and households):
IA-Designated Counties:	Kern, Mariposa, Monterey, San Benito, Santa Cruz, Tulare, and Tuolumne Counties.
Public Assistance (PA):	(Assistance for emergency work and the repair or replacement of disaster-damaged facilities):
PA-Designated Counties:	Calaveras, Los Angeles, Monterey, and Tulare Counties.
Hazard Mitigation (HM):	(Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

HM-Designated Areas:

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER:

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

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LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below.

3. PREMISES will not be available during the following drill periods: n/a
4. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
5. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
6. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
7. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
8. STATE shall supply PREMISES with utilities, the nominal cost of which is included in the use fee. Section VI (FEES), item #5 addresses extraordinary utility use and payment.
9. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
10. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
11. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
12. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
13. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
14. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
15. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. LICENSEE is authorized to use PREMISES to provide temporary shelter and/or health and medical services to homeless citizens of the community.
2. LICENSEE may provide on-site program management through either LICENSEE employees, agents or volunteers or through contracted services.
3. LICENSEE agrees to clean PREMISES removing all litter, trash, cans, bottles, etc. from PREMISES after each use period, but not less than once per day.
4. LICENSEE shall provide janitorial services, whether from a licensed contractor or qualified civil service employee(s), to clean and sanitize the armory, including restrooms, showers, and drill floor, according to standards set forth in **Exhibit "F"**, made a part hereof by this reference. If civil service employees will not fulfill janitorial services, LICENSEE shall provide STATE a copy of the janitorial contract before commencement of licensed use.
5. The armory facility will be available twenty-four (24) hours each day unless otherwise approved by the STATE for extended periods during inclement weather conditions.
6. LICENSEE shall provide on PREMISES one hour before shelter opening until one hour after lights-out in the evening no less than one (1) appropriately licensed (guard card) and easily identifiable uniformed security officer. The security officer shall have access to a telephone, provided by LICENSEE, for contacting the appropriate law enforcement agency, should it become necessary. LICENSEE is responsible for protecting patrons, agents and invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
7. Uniformed security personnel will check (search) each client for weapons and drug paraphernalia before any client may enter, or reenter the armory. On-site supervising soldiers are not security personnel and WILL NOT assist with weapon checks or other security-related actions; however, they will observe security inspections.
8. Security personnel will notify the military site supervisor or, if one is not available, the Area Coordinator or the STATE Program Manager before leaving PREMISES. A copy of the security contract will be due to the STATE before the license term begins.
9. Consistent with GC 15301.3(e), LICENSEE shall provide STATE a schedule of nightly shelter visits by law enforcement officers of the local jurisdiction within which the armory is located.
10. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
11. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written

consent of STATE'S Area Coordinator.

12. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES shelter use. If significant plumbing issues occur due to repeated latrine clogging by clients, the LICENSEE will provide, at its sole cost or expense, portable latrines for the duration of the contract.
13. LICENSEE shall take all necessary steps to ensure shelter clients do not constitute a nuisance in the immediate vicinity of PREMISES during hours of shelter operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
14. LICENSEE is solely responsible for supplying consumables including, but limited to cleaning or sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. LICENSEE affirms the County Health Department shall provide regular health screenings and consultation on sanitation issues as required or as otherwise requested.
15. The ONLY animals allowed inside PREMISES are service animals as defined in Section XIV below. Client pets or any other animal not meeting the definition of service animal must remain outside PREMISES at all times.
16. LICENSEE shall conform to the guidance and recommendations for tuberculosis prevention outlined in "*Preventing Tuberculosis (TB) in Homeless Shelters: A Guide for Preventing and Controlling TB and other Aerosol Transmissible Diseases in Los Angeles County Facilities*", included as **Exhibit "C"** herein and by this reference made a part hereof.
17. LICENSEE shall at all times conform to local or state (Governor's) orders for preventing COVID-19 infection by mandating mask wearing and organizing the site to conform to physical distancing requirements.
18. Before clients may park their vehicle in PREMISES parking area, LICENSEE shall ensure each has a valid vehicle registration and current insurance coverage.
19. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time. so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the

PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Extraordinary utility costs are waived during the term of this license.
3. Emergency 24 hour use of the facility is authorized through the request from the local Office of Emergency Services.

VII. TERM

License shall take effect no earlier than April 11, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) August 31, 2023.

VIII. AMENDMENT AND TERMINATION

AGEEMENT amendment or modification must be in writing and duly executed by the parties.

Either party may terminate AGEEMENT with 30 days written notification to the other at the addresses previously given. Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX. ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X. DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI. RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII. ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under

LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

INSTALLATION COMMANDER

DATE: _____

FOR THE ADJUTANT GENERAL

DATE: _____



CITY OF PORTERVILLE

DATE: 04/21/2023

**MEMORANDUM OF UNDERSTANDING FOR SHELTER SUPPORT
BETWEEN COUNTY OF TULARE AND CITY OF PORTERVILLE**

This Agreement, is effective as of April 11, 2023, (the "Agreement"), and is between The City of Porterville ("CITY"), a California municipal corporation, and the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), who agree as follows:

WHEREAS, CITY has entered into an arrangement with the California National Guard for use of the Armory space, with address of 29 N Plano St., Porterville, CA 93257 (the "Premises") for emergency shelter purposes; and

WHEREAS, COUNTY, along with its Health and Human Services Agency, desires to provide disaster relief support, including logistical support, shelter staffing, and meal support, solely for the purpose of the Premises being used as an emergency shelter in response to the March 2023 atmospheric river storms; and

WHEREAS, in order to provide said support, COUNTY is fully dependent upon the California Department of Social Services ("CDSS") fulfilling COUNTY'S request for logistical and funding support, of which COUNTY, upon receipt, will convey to CITY; and

WHEREAS, in the event that CDSS is unable to provide support, and/or CDSS or the American Red Cross is unable to provide operational support, COUNTY is unable to continue services alone and shall immediately terminate this Agreement; and

WHEREAS, COUNTY seeks to clarify the scope of services to be provided and set reasonable limits on the term of those services; and

WHEREAS, COUNTY agrees to provide, and CITY agrees to receive said services; and

WHEREAS, CITY opened the shelter on the Premises on April 11, 2023, and COUNTY began providing services as of April 11, 2023, and now seek to memorialize this exchange in writing;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties agree as follows:

1. **SERVICES.** COUNTY agrees to provide at its own expense, and CITY agrees to receive services at the Premises pursuant to this Agreement. COUNTY shall provide 24 hour, or agreed operational period staffing at the Premises, in which COUNTY will provide logistical support, shelter staffing, and meal support in conjunction with the California Department of Social Services and/or the American Red Cross. COUNTY will additionally provide social assistance via case management services Monday through Friday, 8 AM to 5 PM. COUNTY shall also provide 24 hour security at the site (Collectively, the "Services"). The parties may agree in writing to a shorter operational period.

CITY shall provide animal care and shelter for residents of the Premises, including kennels and food. CITY shall be providing laundry, bathroom, and shower services for the residents of the Premises. Except for as otherwise specified in Section 8.c., CITY shall provide janitorial services for the Premises, which shall be regularly available daily, and shall be available upon an immediate needs basis. CITY shall keep on-call maintenance technician that is able to respond to immediate maintenance needs.

Services will be performed to the satisfaction of COUNTY for purposes of reimbursement of COUNTY by the State or Federal government.

2. **TERM.** The Services contemplated in Section 1 shall be from April 11, 2023, to May 5, 2023.

The County's provision of staffing and support services shall end at 12:00 noon, and the County's provision of security services shall end at 5:00 p.m., on Friday, May 5, 2023.

Additionally, the Parties agree that this Agreement will terminate pursuant to Section 19 of this Agreement upon the exit of the California Department of Social Services' support of staffing of the Services.

3. **CONSIDERATION.** CITY and COUNTY agree that the services provided to the public are adequate and good consideration for this Agreement, and no monetary compensation is required for this Agreement.

4. **USE.** Upon commencement of the term, COUNTY staff shall be entitled entry onto the Premises to provide the Services.

5. **AGREEMENT TO USE FACILITIES.** The use of the Premises is defined as follows:

- a. Use of the Premises 24 hours a day for sheltering evacuees and animals; and
- b. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY begins providing services at the Premises, the Premises shall be in good condition. COUNTY commencing services on the Premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the Premises is in good condition.

7. **USE.** COUNTY shall use the Premises and shall not use it in any manner that will constitute waste or nuisance.

8. **MAINTENANCE.**

- a. CITY will provide, at CITY's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto.

b. CITY will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the AGREEMENT, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. CITY will be responsible for cleaning the restrooms. COUNTY will be responsible for any cleaning or sanitization of rooms used, waiting rooms, and door handles.

d. In case of emergency the parties will take immediate steps to protect persons and property, consistent with their respective roles and responsibilities under this AGREEMENT. The CITY maintains responsibility to provide COUNTY with a facility that is fit for the purpose and intent of the AGREEMENT. If necessary repairs are brought to the CITY's attention by COUNTY, CITY will make repairs within the next ten (10) days. If the CITY does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by CITY.

9. **ALTERATIONS.** COUNTY shall not make any structural or exterior alterations to the Premises without CITY's or the California National Guard's consent; however, COUNTY shall have the right without cost to the CITY to make, with CITY's prior written consent, nonstructural alterations to the interior of the Premises that COUNTY requires in order to conduct its operations on the Premises, so long as those alterations are not prohibited by the terms and conditions of the CITY'S License Agreement with the California Military Department.

Upon termination of the AGREEMENT, if COUNTY is not then in default of any of the provisions of this AGREEMENT, COUNTY shall have the right to remove from the Premises immediately before the termination of the AGREEMENT, or within ten (10) days thereafter, any alterations COUNTY has made to the Premises, as long as the removal will not cause any structural

damage to the Premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **UTILITIES.** CITY, in conjunction with the California National Guard, shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water, sewer, trash, and for all connection charges, therefore. CITY and the California National Guard shall provide all fire extinguishers and related signs.

11. **INDEMNITY.** To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by CITY, or under other applicable statute or ordinance; or resulting from CITY's or CITY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify CITY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property, including damage to animals; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', contractors', or invitees' negligent or intentionally wrongful acts or omissions with

respect to the Premises. COUNTY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this AGREEMENT, or any renewal or holdover period. This indemnification provision will survive the termination of this AGREEMENT.

12. **INSURANCE.** CITY acknowledges and agrees that COUNTY is a self-insured entity and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. COUNTY acknowledges and agrees that CITY is a self-insured entity and waives any requirement that CITY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

13. **DESTRUCTION.** In the event the Premises, or the building in which the Premises is located, is totally or partially destroyed by fire, earthquake, flood, or other casualty so as to render such property unfit for occupancy, in whole or in part, and that if it should reasonably appear that CITY cannot or will not restore or repair the Premises within ten (10) days from the date of such damage, either party shall be entitled to terminate the Agreement by giving the other party notice in writing of intention to so terminate ten (5) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the AGREEMENT Term, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the AGREEMENT, the rights and obligations of the parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the AGREEMENT shall terminate on the date of the taking;

b. If any portion of the Premises is taken by condemnation the AGREEMENT shall remain in effect, except that COUNTY may elect to terminate the AGREEMENT by giving notice of same within five (5) days of the date of the taking.

15. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the AGREEMENT, all or any part of the Premises, without the consent of CITY, which consent may be withheld at CITY's absolute discretion.

16. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises.

17. **PARTIES'S ENTRY ON PREMISES.** The parties and their authorized representatives shall have the right to enter the Premises at all reasonable times.

18. **REMOVAL OF PERSONAL PROPERTY.** On expiration or other termination of the AGREEMENT, COUNTY shall remove all its personal property and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

19. **TERMINATION.** Either party may terminate this Agreement for cause upon fifteen (15) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the AGREEMENT within three (3) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

COUNTY, may immediately terminate this Agreement upon written notice should the expenses associated with the Services be deemed to be non-reimbursable by the Federal Government or California State Government, as COUNTY will not be able to fund the scope of the Services considered in this Agreement without Federal or State reimbursement. Written notice of such determination of non-reimbursability shall be communicated by COUNTY to CITY as soon as possible.

COUNTY may immediately terminate this Agreement upon written notice should operational support from CDSS or the American Red Cross ceases, as COUNTY will not be able to provide such support on its own. This written notice shall be communicated by COUNTY to CITY as soon as possible.

COUNTY, as required by the Federal Emergency Management Agency ("FEMA") contract provisions, may terminate this Agreement without cause and shall provide CITY with seven (7) days written notice of the termination of this Agreement without cause.

20. **SUCCESSORS.** This Agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this Agreement.

21. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291
w/Copy to: Tulare County Office of Emergency Services
Attn: Andrew Lockman
5957 S. Mooney Blvd.
Visalia, CA 93277

CITY: John Lollis
291 N Main St,
Porterville, CA 93257

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

22. **ACCESS TO RECORDS.** The following access to records requirements apply to this AGREEMENT: a. The parties agree to provide each other, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the CITY and COUNTY which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The CITY agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The CITY agrees to provide the FEMA Administrator, or their authorized representatives, access to the Premises or other sites pertaining the scope of this AGREEMENT.

d. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CITY acknowledge and agree that no language in this AGREEMENT is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. DEBARMENT AND SUSPENSION. CITY certifies, by entering into this AGREEMENT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this AGREEMENT by any federal agency or by any department, agency or political subdivision of the State of California. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CITY. The CITY also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this AGREEMENT and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

24. CHANGES. CITY and COUNTY, together the "Parties" agree that any changes made to this AGREEMENT must be formal written Agreement in the form of a Change Order to this AGREEMENT. Any Change Order must be submitted by the requesting party by at least seven

(7) days written notice to the other Party. Both the CITY and COUNTY must agree, in writing, to any changes to this AGREEMENT.

25. DEPARTMENT OF HOMELAND SECURITY SEALS/LOGOS. The CITY shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the AGREEMENT. CITY shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

27. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this AGREEMENT and is not subject to any obligation or liabilities to the COUNTY, CITY, or any other party pertaining to any matter resulting from this AGREEMENT.

28. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. CITY acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statement) applies to the CITY's actions pertaining to this AGREEMENT.

29. DISASTER SERVICE WORKERS. Emergency management personnel provided under this AGREEMENT are public employees, who during disaster situations, are declared under California Government Code section 3100, to be Disaster Service Workers. Work-related injuries will be handled by providing agency/jurisdiction under Worker's Compensation. Emergency management personnel must immediately report any injury suffered while deployed, to their assigned supervisor and home agency. Further, emergency management personnel provided by the CITY under this Agreement are Disaster Service Workers and employees of the CITY, and as such are provided the immunities, protections, and benefits of Disaster Service Workers, as provided in the California Emergency Services Act and other applicable law. Each

party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

30. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

31. **INTEGRATION.** This instrument contains all the Agreements of the parties relating to the Premises and cannot be modified or amended except by a subsequent Agreement in writing.

32. **NO THIRD-PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third-party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

37. AUTHORITY. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

38. COUNTERPARTS. This Parties to this AGREEMENT may sign this AGREEMENT in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this AGREEMENT may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered

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electronically or by facsimile as if the original had been received.

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

Date: _____

CITY OF PORTERVILLE

By: _____

John Lollis

City Manager

Approved as to form:

City Attorney

By: _____

**COUNTY
COUNTY OF TULARE**

By: _____

Jason T. Britt

Tulare County Emergency Services Director

Approved as to form:

County Counsel

By: A. Zahseen

Matter No. 2023359



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

April 14, 2023

Ms. Nancy Ward
Director, Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Dear Director Ward,

Tulare County appreciates the Office of Emergency Services' tireless work to support the response to and recovery from DR-4699 in our County and the surrounding region. Specifically, your negotiation of an ongoing incident period and the expeditious approval of individual assistance programs have been particularly valuable to the affected communities as we continue to recover from storm damages, repair distressed and weakened waterways, and prepare for the impending historic snowmelt runoff.

As current snow moisture content in local watersheds is estimated at over 300% of the historical average, total inflows to local reservoirs through April and July are expected to exceed three times the reservoir capacity. Local reservoir and waterway operators continue to aggressively release water at or near full capacity to make space for the anticipated inflows and prevent a return to spillway flows, while balancing needs of downstream operators to conduct emergency repairs. As a result, a number of homes, agricultural properties, and public spaces remain inundated with floodwater, and more homes may be affected because of the new snowmelt conditions. Specifically, we anticipate similar or worse conditions as a result of the snowmelt.

Tulare County is concerned that current sheltering for individuals affected by inundation and/or evacuation orders, including previously displaced individuals who remain under an evacuation order, may be limited in duration, especially during the current intervening period between storm and snowmelt-induced flooding incidents within the disaster.

Tulare County has entered into an agreement with the City of Porterville to maintain the last remaining emergency evacuation shelter site in the County. The California Department of Social Services and Volunteer Emergency Services Team have pledged support to provide staff and services for only two weeks at this shelter. Forty Tulare County residents who have been displaced due to flood activities are staying at this site. Because the support from CDSS and VEST is limited, the County is concerned that it may not be able to continually fund and staff the ongoing shelter projects. Our concern is the ongoing financial and logistical burden to the County and the incorporated cities therein.

As we are sure that you are aware, emergency protective measures, flood control activities, and damage assessments are being conducted because of the flood conditions in Tulare County. These efforts go hand-in-hand with ensuring that County residents are safe,



Office of Emergency Services

5957 South Mooney Boulevard, Visalia, California 93277
(559) 624-7495 Telephone (559) 737-4692 Facsimile

fed, and warm. The State's cooperation in keeping funding and support from the Department of Social Services and VEST beyond the initial two weeks available for emergency sheltering of Tulare County Residents is vital. Your support in ensuring ongoing funding and logistical support for these critical emergency protective measures is greatly appreciated.

Sincerely,

A handwritten signature in black ink, reading "Andrew Lockman", with a stylized flourish at the end.

Andrew Lockman
Office of Emergency Services Manager



LICENSE NUMBER	1221
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LICENSE TO USE STATE MILITARY PROPERTY

BETWEEN

CALIFORNIA MILITARY DEPARTMENT

AND

The City of Porterville

FOR

USE OF READINESS CENTER IMPROVEMENTS AND GROUNDS

This AGREEMENT, dated for reference the 10th day of April 2023, by and between the California Military Department (CMD), hereinafter called STATE, and the City of Porterville, 291 North Main Street, Porterville, CA 93257, hereinafter called LICENSEE, without distinction as to number or gender, and effective upon execution by STATE. STATE and LICENSEE are sometimes referred to individually as a "party" or collectively as the "parties".

RECITALS

WHEREAS, the STATE has under its jurisdiction, certain real property known as the Porterville armory, located at 29 N. Plano St. Porterville, CA 93257, hereinafter called PREMISES, identified in **Exhibit "B"**, consisting of one (1) page and attached hereto and incorporated herein by this reference.; and,

WHEREAS, it is essential that STATE have a secure facility and surrounding grounds; and,

WHEREAS, PREMISES may be made available to meet the needs of the local civil authority when not required to meet immediate operational requirements;

NOW THEREFORE, STATE and LICENSEE agree as follows:

WITNESSETH

I.

GENERAL PROVISIONS

1. AGREEMENT is for non-exclusive weekday or weekend use throughout the license term.
2. Upon declaration of emergency by the STATE or federal government, STATE reserves the right to reoccupy PREMISES, including all parking areas, with twenty-four (24) hours written or electronic (voice or email) notice to LICENSEE at the notification address/number below in Section III; "Notification".

3. LICENSEE shall comply with all applicable statutes, laws, ordinances and rules or regulations adopted by the Federal, State or any City, City and County, County or other body politic pertaining to use of said premises or any provisions of the License.
4. LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by STATE for the reasonable use and occupation of State Facilities.
5. LICENSEE understands and agrees the California Legislature may impose additional restrictions, limitations or conditions affecting AGREEMENT provisions or terms; however, any such changes become effective no sooner than 30 days after the legislature has acted.
6. This agreement shall not be assigned or sublet or otherwise encumbered, in whole or in part, without STATE'S prior written consent.
7. STATE infrastructure shall supply PREMISES with utilities, but LICENSEE will transfer utility accounts into its name for payment: electric, sewer, water, refuse collection.
8. LICENSEE shall have use of the offices, storage areas, drill floor, latrines, showers, parking areas for placement of storage containers (if required), and kitchen counters solely for food preparation or distribution (no oven or stove top use). All food will be stored and surfaces cleaned on a daily basis when shelter operations are underway.
9. STATE is not responsible for losses or damage to personal property, equipment or materials of LICENSEE, its employees, agents or clients. LICENSEE shall report to STATE all losses immediately upon discovery.
10. LICENSEE shall not drive any nails, tacks, pins or other objects into the walls, ceilings, partitions, windows, woodwork, or any other part of PREMISES, nor in any manner move or change any fixture, nor make any alterations to PREMISES without STATE'S prior written consent.
11. Upon completion of use, LICENSEE shall remove all decorations, display, signs, and equipment on PREMISES.
12. Upon license expiration, LICENSEE will surrender PREMISES to STATE with appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof, or Acts of God excepted.
13. LICENSEE shall not permit any alcoholic beverage to be offered for sale, stored, given away or otherwise disposed or consumed on any part of PREMISES, nor shall LICENSEE permit any use of tobacco products on any part of PREMISES or within twenty (20) feet of entrances, doorways or opening windows, except in a sufficiently distanced controlled area under LICENSEE supervision.
14. LICENSEE acknowledges PREMISES may not be fully ADA compliant and agrees to implement or improve, at its sole cost and expense, those necessary compliance measures required for the duration of its use. Furthermore, LICENSEE agrees to provide any and all required temporary emergency lighting required by State, County or City laws or ordinances.

II.

AUTHORIZED ACTIVITIES

1. In order to provide a variety of health, medical or other services to homeless citizens, LICENSEE may provide on-site program management through either LICENSEE employees, agents, volunteers or contracted services.
2. The armory facility will be available twenty-four (24) hours each day unless otherwise amended in writing by the STATE.
3. LICENSEE is solely responsible for protecting employees, patrons, agents, clients, or invitees from acts of third parties, and agrees to notify STATE and appropriate law enforcement agencies as required.
4. LICENSEE agrees to maintain PREMISES in a clean and habitable condition, which includes exterior landscape maintenance and removal of all litter, trash, cans, bottles, etc. from the site not less than once per day.
5. Any damage to PREMISES will be inspected by STATE representatives (CMD Area Coordinator) and LICENSEE to determine the character and extent of damage (with photographs). Repairs should be completed within twenty-four (24) hours if an emergency or seventy-two (72) hours if urgent.
6. The STATE Area Coordinator will contract for necessary repair or restoration services using appropriate state or federal guidance, while coordinating and collaborating closely with LICENSEE. LICENSEE may not undertake repairs or restoration using its own forces or contract services without the prior written consent of STATE'S Area Coordinator.
7. Within thirty (30) days of being presented a demand (invoice) for payment, LICENSEE shall make STATE whole for the cost of repairing or restoring any improvement or utility damaged as a result of PREMISES use.
8. If significant plumbing issues occur due to continued actions of clients, LICENSEE will provide portable latrines, at its sole cost and expense, for the duration of the contract.
9. LICENSEE shall take all necessary steps to ensure clients do not constitute a nuisance in the immediate vicinity of the facility during hours of operation. If at any time the STATE is dissatisfied with the LICENSEE efforts, the LICENSEE and STATE shall meet to explore means and methods of compliance.
10. LICENSEE shall supply consumable sanitary items and paper products, which include, but not limited to: cleaning/sanitizing supplies and equipment, liquid soap, paper towels, and toilet paper. If requested (necessary), the County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation
11. Pets of clients occupying PREMISES or participating in provided services are prohibited inside the PREMISES, with the exception of those meeting the definition of "service animal" in Section XV below.
12. LICENSEE shall ensure clients provide valid vehicle registration and insurance BEFORE parking their vehicle in PREMISES parking area.
13. Vehicles parked on PREMISES without appropriate approval shall be towed away by STATE's order and at LICENSEE's risk and expense.

III.

NOTIFICATION

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, when received by the other party if received Monday through Friday between 6:00 a.m. and 5:00 p.m. Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday, or a state or federal holiday, such notice shall be effective on the following business day.

To LICENSEE:

City of Porterville
Attn: City Manager
291 North Main Street
Porterville, CA 93257
(559) 782-7466

To STATE:

California Military Department
9800 Goethe Road, Box 18
Sacramento, CA 95826
(916) 854-3788

PROGRAM MANAGER:

SSG Monica Estrada
(916) 541-8160

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. LICENSEE is obligated to notice State offices listed above and the failure to provide notice to do so shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

IV.

INSURANCE REQUIREMENTS

LICENSEE is a public entity, which is self-insured and will be responsible for any damage caused to PREMISES. Additionally, LICENSEE shall indemnify STATE against any injuries caused by use of PREMISES. LICENSEE has furnished the necessary Certificate of Self-Insurance, **Exhibit "D"** attached hereto and incorporated herein by this reference, demonstrating the required insurance coverage will be in effect during the complete term of AGREEMENT, and shall include, but not be limited to:

- Combined single limit liability of \$2,000,000, or
- Special event coverage with a limit of \$2,000,000, and
- A statement naming the United States, State of California, its officers, agents, employees, and servants as additional insured, but only with respect to the activities of the named insured.

V.

HOLD HARMLESS INDEMNIFICATION

The PREMISES are provided in "AS-IS" and "WITH ALL FAULTS" condition, and STATE and its employees, representatives and agents disclaim all warranties, expressed or implied, regarding the PREMISES, including, but not limited to, all implied warranties of merchantability or fitness for a particular purpose or compliance with Applicable Law. LICENSEES acknowledges and agrees that STATE and its employees, representatives and agents have made no representations or warranties for the PREMISES, including, without limitation, any representations or warranties regarding, (a) the condition or repair of the PREMISES, (b) whether such PREMISES are sufficient for the purposes of LICENSEE, or (c) whether the PREMISES comply with Applicable Laws (as defined below), including without limitation the Americans with Disabilities Act (ADA) or other accessibility laws, (d) whether there are any facts or conditions affecting the PREMISES that might, individually or in the aggregate, interfere with the use or occupancy of the PREMISES or any portion thereof by LICENSEE.

The use of the PREMISES by LICENSEE shall be conclusive evidence that LICENSEE accepts the same "AS IS and WITH ALL FAULTS" and that the PREMISES are suited for the use intended by LICENSEE and are in good and satisfactory condition at the time such possession was taken. LICENSEE represents and warrants to STATE that (a) its sole intended use of the PREMISES is for temporary sheltering (the "Permitted Use") and (b) prior to using the PREMISES it has made such investigations as it deems appropriate with respect to the suitability of the PREMISES for its intended use and has determined that the PREMISES are suitable for such intended use.

LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic, including without limitation all building codes, the ADA or other accessibility laws ("Applicable Laws") and which pertains to use of the PREMISES or any provisions of the License, and will indemnify, defend and hold STATE free and harmless from and against any violations thereof and any and all liabilities, suits, causes of action, judgments, demands and claims for damages, including all reasonable costs of any litigation and attorney's fees and expenses, arising out or by reason of any such violation.

LICENSEE shall indemnify, defend and hold STATE its employees, representatives and agents free and harmless from and against any and all suits, causes of action, demands, proceedings, claims, damages, judgments, obligations liabilities, liens, fines, costs, and expenses (including, but not limited to, attorneys' fees and costs) (collectively "Losses") which arise from or are related to (a) use or occupancy of the PREMISES by LICENSEE or its Representatives, including, but not limited to, damage to property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever during the term of this License or any occupancy hereunder, holdover periods or any other occupancy of the PREMISES during the term of this License, except (i) those Losses that are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by sole gross negligence of the STATE or its employees, or (ii) to the extent any such Losses are ultimately determined by a court or administrative tribunal of competent jurisdiction to be caused by the willful misconduct of the STATE or its employees; provided, however, any condition of the PREMISES that is found to be in violation of any Applicable Law by a court or administrative tribunal of competent jurisdiction shall not be deemed gross negligence or willful misconduct on the

part of the STATE or its employees; (b) breach of LICENSEE'S obligations under the AGREEMENT, (c) negligence or other wrongful act by LICENSEE or its Representatives, (d) violation of Applicable Law by LICENSEE or its Representatives, (e) any allegation that the PREMISES do not comply with Applicable Law. "Representatives" means LICENSEE'S agents, employees, representatives, contractors, or any other person or persons acting within the direct control or authority of such party or its agents, employees, representatives or contractors.

VI.

FEES

1. The use fee is waived based on Services in Kind as per California Army National Guard Regulation 210-2 paragraph 9.
2. Utility accounts will be transferred to LICENSEE, which will directly pay utility costs on an as-incurred basis.

VII.

TERM

License shall take effect no earlier than May 5, 2023 or upon execution by STATE, whichever is later, and shall expire no later than 0800 (8:00 A.M.) May 4, 2024.

VIII.

AMENDMENT AND TERMINATION

AGREEMENT cannot be amended or modified in any way except by a written AGREEMENT duly executed by STATE and LICENSEE. Any proposal for amendment or modification must be delivered for review and approval by the Chief, Realty Operations or her/his delegatee.

AGREEMENT may be terminated by either party upon 30 days' written notification to the other party at the addresses previously given in Section III; "Notification". Upon termination, the activities of the parties shall be governed by the applicable provisions of the Military and Veterans Code. STATE is not obligated to reimburse LICENSEE any fees should it terminate this AGREEMENT before reaching its full term.

IX.

ENTIRE AGREEMENT

AGREEMENT, along with any exhibits attached hereto, constitutes the entire covenant and understanding between STATE and LICENSEE for PREMISES. AGREEMENT supersedes all prior and contemporaneous routine activity agreements, representations or understandings, if any, whether oral or written.

X.

DURATION & RENEWAL

AGREEMENT shall remain in effect through the termination date and will not be extended, but may be renewed annually subsequent to renegotiation required to protect the parties.

XI.

RIGHT TO ENTER

During continuance in force of AGREEMENT, there shall be, and is hereby expressly reserved to STATE and to any of its contractors, agents, employees, representatives, or licensees, the right at any and all reasonable times, and any and all places to temporarily enter upon said PREMISES for inspection or other lawful STATE purposes.

XII.

ENVIRONMENTAL LAWS AND REGULATIONS

LICENSEE must comply with all applicable local, State or Federal environmental

provisions, requirements, ordinances, regulations or laws. AGREEMENT does not constitute any form of authorization, permit, or opinion with respect to the satisfaction thereof. LICENSEE agrees that it shall comply with all laws, federal, state, or local, existing during the term of this license pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.

1. In the event STATE or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the LICENSEE'S illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LICENSEE shall indemnify, defend, and hold harmless any of these individuals against such liability.
2. Where the LICENSEE is found to be in breach of this Paragraph due to the issuance of a government order directing the LICENSEE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the LICENSEE or any person acting under LICENSEE'S direct control and authority, LICENSEE shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

XIII.

DEFAULT

LICENSEE shall make all required payments to the STATE without deduction, default or delay. In the event of the failure of LICENSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LICENSEE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from STATE to LICENSEE of such default, this License may, at the STATE'S sole discretion, be terminated.

In the event of termination of this License, it shall be lawful for STATE to reenter into and upon the PREMISES and every part thereof and to remove and store at LICENSEE's expense all property therefrom and to repossess and occupy the PREMISES. In the event STATE terminates this License pursuant to this Paragraph, the STATE shall not be required to pay LICENSEE any sum or sums whatsoever.

XIV.

SERVICE ANIMALS

Service Animal Defined by Title II and Title III of the ADA: (from the ADA National Network)

Under Title II and III of the ADA, service animals are **limited to dogs** individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual's disability. A doctor's letter does not turn an animal into a service animal.

Examples of animals fitting the ADA's definition of "service animal" because they have been **specifically trained to perform a task for the person with a disability:**

Guide Dog or Seeing Eye® Dog¹ is a carefully trained dog that serves as a travel tool for persons who have severe visual impairments or are blind.

Hearing or Signal Dog is a dog that has been trained to alert a person who has a significant hearing loss or is deaf when a sound occurs, such as a knock on the door.

Psychiatric Service Dog is a dog that has been trained to perform tasks that assist individuals with disabilities to detect the onset of psychiatric episodes and lessen their effects.

SigDOG (sensory signal dogs or social signal dog) is a dog trained to assist a person with autism. The dog alerts the handler to distracting repetitive movements common among those with autism, allowing the person to stop the movement (e.g., hand flapping).

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or the dog may go for help. A few dogs have learned to predict a seizure and warn the person in advance to sit down or move to a safe place.

While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, **they are not considered service animals under the ADA**. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities and are not covered by federal laws protecting the use of service animals.

A public facility is not allowed to ask for documentation or proof a dog has been certified, trained, or licensed as a service animal. Staff on site may ask the following questions:

1. Is the dog a service animal required because of a disability?
2. What work or task has the dog been trained to perform?

No further questions should be asked regarding the disability or the animal, nor is it permissible to ask that the dog perform the task that grants it to be a service animal.

CONCURRENCE

FOR THE ADJUTANT GENERAL



CITY OF PORTERVILLE

DATE: _____

DATE: 05/17/2023



FEMA

4699-DR-CA Amendment 006



English

Notice Date	July 10, 2023
--------------------	---------------

Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4699-DR]

[Docket ID FEMA-2023-0001]

California; Amendment No. 6 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of California (FEMA-4699-DR), dated April 3, 2023, and related determinations.

DATE: This amendment was issued July 14, 2023.

FOR FURTHER INFORMATION CONTACT: Dean Webster, Office of Response and Recovery, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, (202) 646-2833.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective July 10, 2023.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Deanne Criswell,

Administrator,

Federal Emergency Management Agency.

Last updated July 14, 2023

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**National
Terrorism
Advisory
System**

RESOLUTION NO. 15 -2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE
CATASTROPHIC / EMERGENCY RESERVE FOR THE COSTS ASSOCIATED
WITH THE RESPONSE TO THE LOCAL FLOOD EMERGENCY**

WHEREAS: Pursuant to Chapter 9 of the Porterville Municipal Code, Mayor Martha A. Flores declared the existence of a local emergency within the City of Porterville on March 13, 2023 due to the threat to life and property caused by a series of storms impacting Success Lake significantly increasing the Tule River flows; and

WHEREAS: Flood water and water from Success Lake had caused evacuation warnings and mandatory evacuation orders in the month of March for some local residents; and

WHEREAS: Historic water levels and flows of the Tule River have caused erosion to the river banks, prompting City staff to take extraordinary measures to protect the riverbanks and avoid potentially catastrophic flooding;

WHEREAS: The significant threat of local flooding emergency continues to exist with the estimated snow pack in the Sierra Nevada mountains of more than three hundred percent (300%) of normal and the potential for a warm storm or heat wave this Spring; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.2, established the Catastrophic / Emergency Reserve Fund for the purpose of providing funds to mitigate costs associated with unforeseen emergencies, including natural disasters or catastrophic events;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the local flood emergency is an unforeseen and unavoidable event that require the expenditure of City resources beyond those provided for in the annual budget; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds from the Catastrophic / Emergency Reserve Fund for the costs associated with the response to the local emergency including personnel, equipment, services, and other necessary expenditures; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

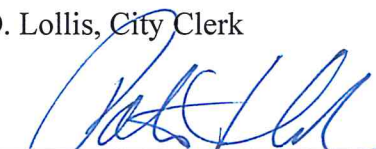
PASSED, APPROVED AND ADOPTED this 4th day of April, 2023.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 4th day of April, 2023.

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

Council:	FLORES	CARRILLO	WEYHRAUCH	BELTRAN	MEISTER
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					



JOHN D. LOLLIS, City Clerk

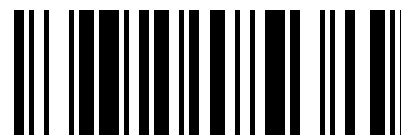
By: 
Fernando Gabriel-Moraga, Deputy City Clerk

Invoice

Calwen Inc. dba Rescue Source & Rescue 3 Intl

Calwen Inc. dba Rescue Source & Rescue 3
P.O. Box 1050
Wilton, CA 95693
Phone: 916-687-6556
Fax: 916-687-6717
Email: info@rescuesource.com

Order #	Date
131282	03/20/2023



Bill To:	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

A Regal Portable Restroom Experience

DATE: _____

INVOICE # 04-12-2023

FOR:

BILL TO: Portable Restrooms

Donnie Moore

dmoore@ci.porterville.ca.us

(559) 782-7539

1452 N. Vasco Road #101

Livermore, Ca 94551

Phone: 877.922.9980

Fax:(925) 337-8878

Cage Code 5HJ93

DESCRIPTION	T	AMOUNT
1 Single ADA Shower/Restroom Combo	t	\$4,250.00
1 Three Stall Shower/Restroom Combo	t	\$4,850.00
Delivery	t	\$100.00
Installation and Removal		\$2,500.00
Before/After Hours or Same Day Services		\$600.00

Due upon receipt-----For Royal Restrooms of California [W9 Click here.](#)

Make all checks payable to Royal Restrooms of California. If payment is not received per terms of agreement signed, applicable late fees will be applied. If you have any questions concerning this invoice, call Us at 877-922-9980 california@royalrestroomscs.com

THANK YOU FOR YOUR BUSINESS!

TAXABLE SUBTOTAL	\$9,200.00
TAX RATE	9.250%
SALES TAX	\$851.00
NON TAXABLE SUBTOTAL	\$3,100.00
TOTAL	\$13,151.00



INVOICE

24/7 Emergency 800-742-7246
www.rainforrent.com

Rain For Rent
Bakersfield
4001 State Rd
Bakersfield CA 93308
United States
661-399-1724

Your sales person	REMIT PAYMENTS TO:
JESSE PINTOR	Rain for Rent RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1169502 CUSTOMER CITY OF PORTERVILLE CUSTOMER # 112354 NAME CITY OF PORTERVILLE ADDRESS 291 N MAIN ST PORTERVILLE CA 93257 PHONE	INVOICE# 1854595	INVOICE DATE 3/30/2023	PO or JOB# 23-22734	PAYMENT DUE 4/29/2023
PLEASE PAY				\$77,396.67
SHIPPED TO JOBSITE:				
NAME CITY OF PORTERVILLE ADDRESS Corporation Yard 555 N Prospect St Porterville CA 93257 PHONE				

Notes:

Requested by: Michael Knight
PO Number: 23-22734

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE
1.00	EA	Pump BA150E D285 Tlr Mt Diesel Eng Hatz 4H50TIC	1022734		SALES		0.00	\$65,685.06	\$65,685.06	Y
1.00	EA	Shipping/Handling Freight	M240			SERVICES	0.00	\$5,158.57	\$5,158.57	Y

TOTAL SALES:	\$65,685.06
TOTAL RENTALS:	\$0.00
TOTAL SERVICES:	\$5,158.57
TOTAL OTHER:	\$0.00
SUBTOTAL:	\$70,843.63
TAX:	\$6,553.04

TOTAL:	\$77,396.67
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FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____

Mike Clark Trucking
19385 Avenue 144
Porterville, CA 93257 US
+1 5597845486
mct3desk1@yahoo.com



INVOICE

BILL TO

City of Porterville
Street Superintendent, Field
Service Div.
555 N. Prospect
Porterville, Ca 93257

INVOICE # 2637**DATE** 03/23/2023**DUE DATE** 04/25/2023**TERMS** Net 30

DATE	FREIGHT	ACTIVITY	FREIGHT BILL	RATE	AMOUNT
03/23/2023	8.80	Super 10	7383117 - Luque	120.00	1,056.00
03/23/2023	9.70	Super 10	7383219 - Luque	120.00	1,164.00
03/23/2023	9.70	Super 10	7383046 - Luque	120.00	1,164.00
03/23/2023	9.80	Super 10	8432857 - Luque	120.00	1,176.00
03/23/2023	7.30	Super 10	9281272 - Luque	120.00	876.00

Thank you for your business!

SUBTOTAL	5,436.00
TAX	0.00
TOTAL	5,436.00
BALANCE DUE	\$5,436.00

A finance charge of 1.5% monthly/18% annually will be charged on accounts over 30 days past due. In the event a suit is brought to enforce collection, the customer shall be liable for responsible attorneys fees and costs of the suit.



Name of person in charge: Amy Greybehl

Event Date: Start 5/5/23 month to month Price Per Guard: _____

Event Time: 8pm-8am How many guests: open

(Overtime is billed at \$35 per hour) _____ Invite Only: Y/N

Event Location: 29 ~~44~~ Plano St

City: Porterville State: CA

Zip: 93257 Special Instructions/ Directions for Event:

2 guards, check-in Guest by 8pm, lock gates, lights off by 10pm.

Balance Due for guaranteed hours \$: 18,000 - updated

Third Party Information- Please Print Clearly

Financially Responsible Party (Client):

City of Porterville - Army National Guard

Clients Contact Phone

Number: 559-782-7521

Client Email

Address: agreybehl@ci.porterville.ca.us

Clients Home

Address: City

City: Porterville State: CA Zip: 93257

Wedding/Prom/ Anniversary? Other: _____

Payment Information:

The parties have read all pages of this Agreement & the attached Terms and Conditions, agree to all its terms, and acknowledge receipt of a complete copy of the Agreement and Terms & Conditions. Each person signing as the Client below shall be responsible for ensuring that full payment is made as stated in this document. Client agrees that a 30% non-refundable retainer will be due immediately to reserve date and time as listed on contract.

Venmo: _____ @Chris-Morton-80 Zelle: _____ (559)756-4570

Cashapp: _____ \$maddym90 Check: X* Cash: _____

*Payment to be issued upon completion of a City of Porterville Business License Application

Client Initials: AG

Date: 5/5/23

You are a valued customer of Topknotch Security INC, and we want you to enjoy our guards' services. To ensure that the integrity of our officers is maintained for you and all of our customers, the following Terms & Conditions apply to all services provided by Topknotch Security INC, under all circumstances and without exception.

The purchaser (client) on the front of this contract is 100% responsible for his or her guests.

Topknotch Security INC will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any event for administrative search. If contraband is found, even in negligible quantities without the officers knowledge, they can seize and forfeit the contraband to a local government agency. All law enforcement agencies are aggressively enforcing this policy.

Topknotch Security INC will not be responsible for injuries that may occur due to fighting while the event is ongoing. Topknotch Security INC will do their best to defuse any situation verbally, if Topknotch Security INC feels as if our officers cannot control the situation, we will be forced to contact the local law enforcement.

At the officer's discretion, the Client agrees to be fully liable for any damages / charges that may be incurred.

The Client accepts full responsibility for any and all damage, and for any loss of income due to negligence or carelessness caused by any member of the client's group at any time during the event. The Client authorizes Topknotch Security INC to charge for the expenses regardless of and in addition to any prior agreements or understandings. These charges are necessary due to the high cost of insurance, health insurance, uniforms, and due to the revenue and time lost during the time that the officer cannot work.

Please initial here to acknowledge the charges should any damages occur. AG

- Topknotch Security INC recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

- Topknotch Security INC reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if responsible party does not follow Topknotch Security INC, requests to obey the rules in this contract.

Any deposits (cash, checks or course of payment) will be non-refundable for any reason, if any cancellation occurs from the responsible party's side. If for any reason the local law enforcements shuts the event down for any reasons, payment is non-refundable. The open balance is due immediately the day before the agreed job. The renter authorizes the immediate 30% non-refundable retainer & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized party for the given payment, responsible and liable for payment of the total amount, per cash or other payments. As with all contracts, the rental contract between the mentioned person as renter (Client) and Topknotch Security INC is made with the information and the terms given to us. I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract.

Client Initials: AG Date 5/5/23

All of the given information from the Client is binding and cannot be changed without Topknotch Security INC acceptance. If the contract is cancelled after it is signed, Topknotch Security INC is still authorized to collect the remaining balance in full, if the officers does not go out again on the cancelled date for the same or higher amount. We will reserve the set date upon the approval of the purchaser's preferred payment as per telephone conversation. The responsible party gives authorization to use the payment information over the phone / fax / Internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed slip, as the reservation is made over the phone / fax / Internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract or in person. At time of event we need the full payment, state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of event, Topknotch Security INC will not start the job, as we have no proof of the legal possession of payment. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements.

Topknotch Security INC cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Topknotch Security INC can accommodate other clients that booked with Topknotch Security INC prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime and or more officers. The overtime will be billed by hourly rate at \$35.00 per hour, unless negotiated otherwise. If customer fails to cancel at the last minute, the full amount of contracted time will be charged.

The purchaser authorizes Topknotch Security INC to charge any additional charges after they have rendered services to the purchasers' as supplemental charge. If cash payment is selected, the payment is due no later than the close of the next business day in full. Customer agrees to have Topknotch Security INC get an authorization for the above course of payment and amount, for the event stated above.

If any payment due hereunder is unpaid (10) ten days after the due date, hereon Topknotch Security INC will have the right to add and collect late charges with interest at the maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.)

I fully understand and agree to everything stated in the contract and the Terms & Conditions. If, for any reasons, I am not fully satisfied with the services I receive, I have 24 hours after the completion of the job to file a complaint in writing. If Topknotch Security INC, does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint, and I am fully satisfied with the services I received. Filing a written complaint insures both parties that it is fully understood what the problem was and will help Topknotch Security INC to assist the responsible parties in any kind of resolution to the complaint. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Topknotch Security INC and the payment I authorized.

Since Topknotch Security INC offers high-tech-equipment, sometimes heat and excessive use of all power-operated equipment might be subject to having more breaks for our officers. This will, of course, not interfere with the safety of the party itself and therefore will have no effect on continuing or paying of the contracted event. Topknotch Security INC guarantees that all our officers are constantly trained to keep the highest possible standards and eliminate such failures as much as possible. We have the right to add more officers in case of emergency or the event is getting bigger than contracted. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If the upgrade is needed, Topknotch Security INC gives the customer the right to downsize the event and receive additional charges. Additional charges will occur on the customer's side if an upgrade is made. Topknotch Security INC will notify the responsible party if more officers and hours are needed, as well as how much more the cost will be.

If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, and any other acts of incidents, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

I am satisfied with the terms and conditions above and fully understand and agree to everything stated in the contract and the Terms & Conditions.

Client Signature Amy Graybehl Date 5/5/23
Topknotch Security Representative Signature Madeline M. Foster Date 5/3/25

ADDITIONAL REMARKS:

- 1 officer roaming & 1 officer checking in guest
- Roaming grounds and making sure lights out at 10 pm
- Making sure no guest leave after 8pm
- Roaming the whole grounds and the animals



SECURITY SERVICES AGREEMENT

AGREEMENT PREPARED FOR: **City of Porterville: Shelter**
July 15, 2023



Good Guard Security, Inc.

21622 Plummer St, Suite 200, Chatsworth, CA 91311

1-800-651-0491 ext 1061

info@goodguardsecurity.com

www.GoodGuardSecurity.com

SERVICE DETAILS

Client Service Address:	29 N Plano St, Porterville, CA 93257
Client Billing Address:	29 N Plano St, Porterville, CA 93257
Service Hours:	7 Day(s) / 07:30 PM - 08:30 AM / 13 Hours / Monday - Sunday
Location Contact & Telephone Number:	Amy Graybehl 559-782-7521
Email:	agraybehl@ci.porterville.ca.us
Rate (U.S. Dollars):	\$28.95 (Per Hour Per Guard)
Holiday Rate	\$43.45 (Per Hour Per Guard)
Service Commencement Date:	07/17/2023 @ 07:30 PM
Payment Terms:	Bi-weekly
Permanent/Temporary:	Permanent 3 Month Minimum (30 Day Cancellation Notice)
Uniform:	Professional Security Uniform
Additional Charges:	N/a
Security Service Description:	2 Professional Unarmed Guard(s) 1 Guard will be intaking clients and the other guard will be patrolling the facility. Note: Providing a visual deterrent to any outside danger. Security officers will make sure there isn't anyone vandalizing the premises, or trying to break into the property. Loss prevention.

This SECURITY SERVICES AGREEMENT ("Agreement") is entered into upon mutual execution hereof by and between GOOD GUARD SECURITY, a California corporation, Private Patrol Operator (PPO) License #120362 (hereinafter, "Company") and **City of Porterville** (hereinafter, "Client"), with respect to the following:

- RATES:** Service Rates are subject to adjustment for any change in any law, causing a change in work hours, wage rates, working conditions or other costs to Company.
- PAYMENT:** Invoices will be submitted either bi-weekly or monthly, upon mutual agreement between Company and Client, and are payable on receipt at the address on the invoice. A late charge of 1 ½ % per month will be added to balances not paid within seven days.
- EMPLOYEES:** (a) Personnel supplied by Company are its employees and not Client's. Company is solely responsible for social security, unemployment and similar taxes applicable to its employees.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended: Section 402 of Vietnam era Veterans' Readjustment Assistance Act of 1974 and related regulations. Company's employees will be assigned without regard to race, color, creed, sex, and national origin, handicap conditions that do not impair job performance or veteran status.
(c) Client may reasonably remove any employee assigned provided such removal is not in violation of law. In the event any employee is removed at Client's request, Client agrees to indemnify and hold Company harmless from any claims, demands, liabilities, judgments, losses, suits, damages, fines, penalties, and expenses including reasonable attorney's fees and defense costs (hereinafter collectively "Claim(s)") that may arise there from.
- OVERTIME:** Overtime rates shall apply to work on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas; work on any additional holidays listed and any extra hours exceeding 8-hours a day or 40-hours per week. Coverage for labor disputes, civil disorders or natural disaster, or special assignment or agreement is not included except as described in the Service Rate Classification. Additional overtime rates shall not apply to situations where an employee of Company already on-duty covers hours for a "called-off" employee and thus works over 8-hours in his/her shift.
- PROPERTY/EQUIPMENT:** All property and equipment furnished by Company for performance of its services under this Agreement, regardless of whether portable or stationary, shall be considered the personal property of Company, and shall remain the personal property of Company after termination of this Agreement. Upon the termination of this Agreement, the Company shall have reasonable access and time to remove its property from Client's property. Client shall not be responsible for any of Company's personal property which is stolen, damaged or missing from the property in the absence of Company's supervision.
- KEYS/ACCESS:** Company shall not be provided a master key (or its equivalent) to the property or any portion thereof, except for such location(s) that are to be exclusively used by Company's guards or other personnel. Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).
- NON-COMPETITION:** Client, its affiliates, agents, and other related persons or entities hereby agree not to hire any Company staff, employees, or personnel for a period of at least one (1) year after such person has terminated his/her employment with Company. Client further agrees not to prepare to engage in competition with Company, solicit,

divert, poach, or encourage any of the Company staff, employees, or personnel to stop working with Company, or to solicit, divert, poach, encourage, or facilitate them to work with Client, any affiliate of Client, or any related person or entity of Client. Client recognizes that Company has a significant investment in the recruitment and training of its employees and guards to be providing services under this Agreement, and that these personnel are a valuable asset to Company. As it is impractical and extremely difficult to fix the actual damages which may result from the loss of such employees and guards, Client agrees that if Client (or its affiliates, agents, and other related persons or entities) is in breach of this section of the Agreement, then Client shall be required to pay to Company for each such employee (or former employee employed by Company) the sum of \$7,500.00. Such fee is expressly agreed to be considered liquidated damages, and not a penalty.

8. **LIABILITY AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of service offered and not the value of Client's interests being protected or the property of Client or others located on Client's premises. Accordingly, Company undertakes no liability to Client and makes no representation, express or implied, that its service will prevent occurrences or their consequences, which result in loss or damage. (b) Client agrees that Company shall not be liable for any claims incurred or asserted by Client, irrespective of origin, to persons or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (c) The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise and Client agrees to indemnify and hold Company harmless from and against any claims made by a third party(s), including, but not limited to, injury, death or damage or loss of property, arising from the negligent acts or omissions, including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (d) If, at Client's request, Company employees undertake duties or are requested to use equipment or vehicles other than as agreed to in writing by Company, Client shall be solely responsible for and shall indemnify and hold Company harmless from and against any claims arising there from, including, but not limited to, claims arising from the negligent acts or omissions including those relating to the hiring, training, supervision or retention of personnel, of Company, its agents or employees. (e) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Company. (f) Where Company is entitled to indemnification, Company shall have the right to tender defense of the claim to Client.
9. **FORCE MAJEURE:** The obligations of Company hereunder may be suspended during any period where performance is prevented by acts of God, civil or labor disturbances, or events beyond Company's reasonable economic control.
10. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** (a) Client agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold Company harmless from all claims, including injuries to Company's employees arising out of a condition existing at Client's premises or Client's violation of any safety or health related law or regulation. (b) Client further agrees to: (1) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees may be exposed at Client's premises; (2) inform company of (A) precautionary measures that need to be taken to protect Company's employees and (B) Client's hazardous material labeling system.
11. **INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property of others on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Company of any such loss or damage, however caused.
12. **TERMINATION OF SERVICES:** Except as otherwise provided in this Agreement, this Agreement may be terminated for non-performance by either party, provided that such party has given the others reasonable time to correct any instances of such non- performance. If either party fails to correct such non-performance, the Agreement may be terminated, provided that such party has given the others at least thirty (30) days advance written notice of such intention. Notwithstanding the foregoing and for all other intentions, termination of services by Client must be preceded by at least thirty (30) days advance written notice of such intention to terminate services. Minimum 3-Month Service Agreement from start date.
13. **ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect. This Agreement shall be governed under the law of the State of its performance and if any provision shall conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and all its other provisions shall remain in full force and effect.
14. **DEFAULT:** Company may terminate this Agreement immediately and exercise such other rights and remedies as permitted by law, if Client fails to pay any amount when due or if any proceeding is commenced or threatened by or against Client under the Bankruptcy Code or any other Debtor's law, or if Client makes or threatens to make an assignment for the benefit of creditors.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this Agreement as of the date first above written:

By GOOD GUARD SECURITY:

Brady Osorto

(Authorized Representative Signature)

Brady Osorto / Business Development Manager

(Print Name & Title)

By CLIENT:

(Authorized Representative Signature)

(Print Name & Title)

CHAPTER 9

CIVIL DEFENSE AND DISASTER

SECTION:

9-1: Purpose Of Chapter

9-2: Definitions

9-3: Emergency Council

9-4: Officers Of Emergency Council

9-5: Emergency Council Meetings

9-6: Duties Of Emergency Council

9-7: Powers Of Chairman Of Emergency Council

9-8: Exercises Or Drills

9-9: Acts Authorized Under Certain Conditions

9-10: Emergency Services Coordinator

9-11: Powers And Duties Of Coordinator

9-12: Emergency Powers Of Coordinator

9-13: Emergency Services Organization

9-14: Functions And Duties Of Emergency Service Organization

9-15: Acts Unlawful During Disasters

9-16: Penalty For Violation Of Chapter

9-1: PURPOSE OF CHAPTER:

The purposes of this chapter are to provide for the preparation and carrying out of plans for disaster and emergency services, the protection of persons and property within the city of Porterville in the event of a disaster, and to provide for the coordination of the disaster and emergency functions of the city with all other affected persons and agencies, both public and private. Any expenditures made in connection with such disaster or emergency services, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property in the city. (Ord. 987 § A, 10-6-1970)

9-2: DEFINITIONS:

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

DISASTER: Actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other public calamity. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES: The preparation for carrying out disaster functions, other than functions for which military forces are primarily responsible, and to prevent, minimize and repair injury and damage resulting from disasters. It shall not include, nor does any provision of this chapter apply to, any condition relating to a labor controversy.

EMERGENCY SERVICES OFFICE: The physical facilities constituting the Tulare operational area's primary emergency operating center, and the necessary staff and personnel to operate such facilities on a day to day or disaster emergency basis.

TULARE OPERATIONAL AREA: The unincorporated area of the county, and the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake. (Ord. 987 § A, 10-6-1970)

9-3: EMERGENCY COUNCIL:

The emergency council of the Tulare operational area is hereby created and shall consist of the following members:

A. The chairman of the board of supervisors of the county. Said board of supervisors shall appoint an additional member of said board to serve as an alternate member of the emergency council when the chairman is absent from the county or is not immediately available to perform his duties.

B. The mayors of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake, or alternates appointed by the respective city councils.

C. Two (2) persons residing in the unincorporated area of the county who shall be appointed by the other members of the emergency council.

D. The emergency services coordinator of the county, who shall be an ex officio member and who shall not be entitled to a vote at the meetings of the emergency council. (Ord. 987 § A, 10-6-1970)

9-4: OFFICERS OF EMERGENCY COUNCIL:

The officers of the emergency council shall be a chairman, and such other officers as the council may deem necessary. The chairman of the board of supervisors shall serve as chairman of the council. When he is absent from the county or is not immediately available to perform his duties, the other member of the board of supervisors who is a member of the council shall serve as chairman. (Ord. 987 § A, 10-6-1970)

9-5: EMERGENCY COUNCIL MEETINGS:

The emergency council may hold regular meetings at a time and place established by the council. Special meetings of the council shall be called in accordance with section 54950 et seq., of the Government Code of the state of California. Special meetings may be called by the chairman or the alternate chairman designated pursuant to section 9-4 of this chapter. The council shall meet at least four (4) times each year. The council shall have the power to adopt rules and regulations governing the conduct of its meetings. (Ord. 987 § A, 10-6-1970)

9-6: DUTIES OF EMERGENCY COUNCIL:

It shall be the duty of the emergency council to review and recommend for adoption by the board of supervisors and the respective city councils, disaster and mutual aid plans and agreements, and such ordinances, resolutions, rules, regulations and budgets as are necessary to implement such plans and agreements. (Ord. 987 § A, 10-6-1970)

9-7: POWERS OF CHAIRMAN OF EMERGENCY COUNCIL:

The chairman of the emergency council is hereby empowered to perform the following acts:

A. Serve as the emergency services director of the Tulare operational area.

B. Request the city council of the city of Porterville to proclaim the existence or threatened existence of a local emergency and the termination thereof, if the city council is in session, or to issue such a proclamation if the city council is not in session, subject to confirmation by the city council at the earliest practicable time.

C. Request the mayor to request the governor to proclaim a state of disaster when in the opinion of the chairman the resources of the area are inadequate to cope with the disaster on a local basis. (Ord. 987 § A, 10-6-1970)

9-8: EXERCISES OR DRILLS:

The chairman of the emergency council shall order an exercise or drill of the entire emergency services organization at least once each year, and a minimum of two (2) exercises or drills for selected portions of the emergency operating center staff each year. Participation in required state or federal exercises, special drills for communications, radiological, fire, law enforcement or other specific services shall be in addition to the exercises or drills required hereinabove. (Ord. 987 § A, 10-6-1970)

9-9: ACTS AUTHORIZED UNDER CERTAIN CONDITIONS:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor or the director of the California disaster office, or in the event of a war caused state of

extreme emergency, the chairman, as the emergency services director of the Tulare operational area, is hereby empowered to perform the following acts:

A. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the emergency council.

B. Subject to the approval of the city council, to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property of the people, and to bind the city for the fair value thereof and, if required, to commandeer the same immediately for public use.

C. Require emergency services of any city officer or employee, and in the event of the proclamation of a state of disaster or extreme emergency by the governor in the region in which the city is located, to commandeer the aid of as many citizens as he thinks necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities which are provided by state law for registered civil defense and disaster volunteer workers.

D. Requisition any necessary equipment or materials from any city department or agency.

E. Execute all of the special powers conferred upon him by this chapter or by resolution adopted pursuant thereto, all powers conferred upon him by any statute, by any agreement approved by city council, or by any other lawful authority. (Ord. 987 § A, 10-6-1970)

9-10: EMERGENCY SERVICES COORDINATOR:

There is hereby created the position of emergency services coordinator of the Tulare operational area who may be referred to as the coordinator. He shall serve as the executive officer of the Tulare operational area and his staff shall serve as the staff of the emergency services office. The board of supervisors of the county of Tulare shall consider the recommendations of the emergency council in the appointment or dismissal of the coordinator. (Ord. 987 § A, 10-6-1970)

9-11: POWERS AND DUTIES OF COORDINATOR:

The coordinator shall have the following general powers and duties:

A. Represent the emergency council and its chairman as their executive officer for the purpose of coordinating all efforts within the Tulare operational area for the accomplishment of the purposes of this chapter.

B. Identify and define questions of authority and responsibility that may arise between persons and agencies referred to in section 9-13 of this chapter and submit recommendations for resolving such matters to the chairman.

C. Represent the Tulare operational area in all dealings with public or private agencies pertaining to disaster or civil defense, when authorized by the chairman.

D. Prepare an operational plan with necessary service annexes and standing operating procedures to provide administrative guides for the Tulare operational area.

E. Plan and conduct exercises and drills, as ordered by the chairman, for the emergency services organization or for the emergency operating center staff. (Ord. 987 § A, 10-6-1970)

9-12: EMERGENCY POWERS OF COORDINATOR:

In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of disaster by the governor, or in the event of a war caused state of extreme emergency, the coordinator is hereby empowered to perform the following acts:

A. Activate the emergency operating center including calling in, as necessary, service chiefs, standby staff and service dispatchers.

B. Cause the dissemination of appropriate warning signals and issue suitable advisory information to the emergency council, the emergency services organization and the public.

C. Advise the California disaster office of the local situation.

D. Request mutual aid through the California disaster office if local deficiencies of personnel and/or equipment are indicated by the service chiefs.

E. Order the provision of security for the emergency operating center and communications staff. (Ord. 987 § A, 10-6-1970)

9-13: EMERGENCY SERVICES ORGANIZATION:

All officers and employees of the county and the cities included in the Tulare operational area, together with those volunteer forces enrolled to aid them during a disaster and all groups, organizations and persons, including persons commandeered under the provision of subsection 9-9C of this chapter who by operation of law or agreement may be charged with duties incident to the protection of life and property in the city during such disaster, shall constitute the emergency service organization of the Tulare operational area. (Ord. 987 § A, 10-6-1970)

9-14: FUNCTIONS AND DUTIES OF EMERGENCY SERVICE ORGANIZATION:

The functions and duties of the emergency services organization shall be distributed among such divisions, services and special staff as the emergency council shall prescribe by resolution, subject to the approval of the board of supervisors of the county and the respective city councils. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the California disaster office. (Ord. 987 § A, 10-6-1970)

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

9-16: PENALTY FOR VIOLATION OF CHAPTER:

Any person violating any of the provisions of this chapter which are declared to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment in the Tulare County jail for not more than six (6) months, or by both such fine and imprisonment. (Ord. 987 § A, 10-6-1970)

State of California

GOVERNMENT CODE

Section 8558

8558. Three conditions or degrees of emergency are established by this chapter:

(a) “State of war emergency” means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that an enemy attack is probable or imminent.

(b) “State of emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a “state of war emergency,” which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(c) (1) “Local emergency” means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, deenergization event, electromagnetic pulse attack, plant or animal infestation or disease, the Governor’s warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage or deenergization event that requires extraordinary measures beyond the authority vested in the Public Utilities Commission.

(2) A local emergency proclaimed as the result of a deenergization event does not trigger the electric utility obligations set forth in Public Utilities Commission Decision 19-07-015 or its successor decisions as related to deenergization events. A local emergency proclaimed as the result of a deenergization event does not alter the electric

utilities' Public Utilities Commission-approved cost-recovery mechanisms for their own costs associated with deenergization events.

(Amended by Stats. 2022, Ch. 537, Sec. 1. (SB 468) Effective January 1, 2023.)

Porterville Army National Guard Armory
Temporary Evacuation Point and Shelter

Daily Census

<u>Date:</u>	<u>Adults:</u>	<u>Youth:</u>	<u>Dogs:</u>
Friday, May 5, 2023	12	0	1
Saturday, May 6, 2023	10	0	0
Sunday, May 7, 2023	10	0	0
Monday, May 8, 2023	15	0	1
Tuesday, May 9, 2023	12	0	0
Wednesday, May 10, 2023	8	0	0
Thursday, May 11, 2023	9	0	0
Friday, May 12, 2023	9	0	0
Saturday, May 13, 2023	7	0	0
Sunday, May 14, 2023	6	0	0
Monday, May 15, 2023	13	0	0
Tuesday, May 16, 2023	11	3	4
Wednesday, May 17, 2023	11	3	4
Thursday, May 18, 2023	16	3	4
Friday, May 19, 2023	11	0	3
Saturday, May 20, 2023	14	0	5
Sunday, May 21, 2023	12	0	4
Monday, May 22, 2023	14	0	3
Tuesday, May 23, 2023	14	5	3
Wednesday, May 24, 2023	16	3	3
Thursday, May 25, 2023	13	1	6
Friday, May 26, 2023	18	4	3
Saturday, May 27, 2023	16	5	5
Sunday, May 28, 2023	16	1	3
Monday, May 29, 2023	18	1	3

Tuesday, May 30, 2023	19	1	6
Wednesday, May 31, 2023	17	1	3
Thursday, June 1, 2023	19	1	7
Friday, June 2, 2023	17	1	7
Saturday, June 3, 2023	16	1	4
Sunday, June 4, 2023	20	1	8
Monday, June 5, 2023	20	1	6
Tuesday, June 6, 2023	22	1	10
Wednesday, June 7, 2023	23	1	9
Thursday, June 8, 2023	22	1	7
Friday, June 9, 2023	22	1	10
Saturday, June 10, 2023	15	1	6
Sunday, June 11, 2023	26	1	9
Monday, June 12, 2023	18	1	7
Tuesday, June 13, 2023	24	1	4
Wednesday, June 14, 2023	21	1	7
Thursday, June 15, 2023	20	1	4
Friday, June 16, 2023	28	1	6
Saturday, June 17, 2023	20	1	7
Sunday, June 18, 2023	24	1	4
Monday, June 19, 2023	21	0	8
Tuesday, June 20, 2023	28	0	6
Wednesday, June 21, 2023	28	0	4
Thursday, June 22, 2023	22	0	4
Friday, June 23, 2023	27	0	4
Saturday, June 24, 2023	26	0	4
Sunday, June 25, 2023	24	0	3
Monday, June 26, 2023	23	0	4
Tuesday, June 27, 2023	30	0	5

Wednesday, June 28, 2023	26	0	6
Thursday, June 29, 2023	27	0	5
Friday, June 30, 2023	25	0	5
Saturday, July 1, 2023	27	0	9
Sunday, July 2, 2023	25	3	3
Monday, July 3, 2023	24	3	3
Tuesday, July 4, 2023	20	3	4
Wednesday, July 5, 2023	28	2	6
Thursday, July 6, 2023	28	2	5
Friday, July 7, 2023	27	2	6
Saturday, July 8, 2023	28	2	5
Sunday, July 9, 2023	36	2	3
Monday, July 10, 2023	28	2	3
Tuesday, July 11, 2023	34	2	4
Wednesday, July 12, 2023	35	2	2
Thursday, July 13, 2023	47	2	7
Friday, July 14, 2023	27	2	0
Saturday, July 15, 2023	24	2	2
Sunday, July 16, 2023	24	2	3
Monday, July 17, 2023	26	2	1
Tuesday, July 18, 2023	26	2	2
Wednesday, July 19, 2023	21	2	1
Thursday, July 20, 2023	21	2	1
Friday, July 21, 2023	22	0	0
Saturday, July 22, 2023	22	0	0
Sunday, July 23, 2023	22	0	0
Monday, July 24, 2023	21	0	0
Tuesday, July 25, 2023	22	0	0
Wednesday, July 26, 2023	20	0	0

Thursday, July 27, 2023	27	0	0
Friday, July 28, 2023	25	0	0
Saturday, July 29, 2023	22	0	0
Sunday, July 30, 2023	22	0	0
Monday, July 31, 2023	24	0	0
Tuesday, August 1, 2023	21	0	0
Wednesday, August 2, 2023	19	0	0
Thursday, August 3, 2023	20	0	0
Friday, August 4, 2023	19	0	0
Saturday, August 5, 2023	26	0	0
Sunday, August 6, 2023	22	0	0
Monday, August 7, 2023	20	0	0
Tuesday, August 8, 2023	25	0	3
Wednesday, August 9, 2023	23	0	3
Thursday, August 10, 2023	20	0	3
Friday, August 11, 2023	23	0	5
Saturday, August 12, 2023	22	0	5
Sunday, August 13, 2023	29	0	6
Monday, August 14, 2023	25	0	5
Tuesday, August 15, 2023	21	0	5
Wednesday, August 16, 2023	23	0	6
Thursday, August 17, 2023	23	0	5
Friday, August 18, 2023	22	0	5
Saturday, August 19, 2023	23	0	5
Sunday, August 20, 2023	21	0	4
Monday, August 21, 2023	25	0	5
Tuesday, August 22, 2023	22	0	5
Wednesday, August 23, 2023	27	0	5
Thursday, August 24, 2023	22	0	5

Friday, August 25, 2023	25	0	5
Saturday, August 26, 2023	23	0	4
Sunday, August 27, 2023	25	0	5
Monday, August 28, 2023	23	1	5
Tuesday, August 29, 2023	24	1	6
Wednesday, August 30, 2023	22	2	6
Thursday, August 31, 2023	18	2	5
Friday, September 1, 2023	17	2	5
Saturday, September 2, 2023	20	2	5
Sunday, September 3, 2023	20	2	5
Monday, September 4, 2023	21	2	5
Tuesday, September 5, 2023	22	2	5
Wednesday, September 6, 2023	15	2	3
Thursday, September 7, 2023	16	2	4
Friday, September 8, 2023	18	2	4
Saturday, September 9, 2023	19	2	4
Sunday, September 10, 2023	20	2	5
Monday, September 11, 2023	20	2	5
Tuesday, September 12, 2023	24	2	5
Wednesday, September 13, 2023	24	2	5
Thursday, September 14, 2023	21	2	5
Friday, September 15, 2023	26	2	5
Saturday, September 16, 2023	28	2	5
Sunday, September 17, 2023	26	2	5
Monday, September 18, 2023	22	2	5
Tuesday, September 19, 2023	24	2	5
Wednesday, September 20, 2023	26	2	5
Thursday, September 21, 2023	30	2	5

Friday, September 22, 2023	23	2	5
Saturday, September 23, 2023	20	2	5
Sunday, September 24, 2023	26	2	5
Monday, September 25, 2023	20	2	4
Tuesday, September 26, 2023	20	2	4
Wednesday, September 27, 2023	24	2	4
Thursday, September 28, 2023	22	2	4
Friday, September 29, 2023	17	2	4
Saturday, September 30, 2023	20	2	4
Sunday, October 1, 2023	23	2	4
Monday, October 2, 2023	20	2	4
Tuesday, October 3, 2023	18	2	4
Wednesday, October 4, 2023	22	2	4
Thursday, October 5, 2023	24	2	7
Friday, October 6, 2023	21	2	5
Saturday, October 7, 2023	18	2	5
Sunday, October 8, 2023	19	2	5
Monday, October 9, 2023	20	2	5
Tuesday, October 10, 2023	19	2	5
Wednesday, October 11, 2023	22	2	5
Thursday, October 12, 2023	27	2	5
Friday, October 13, 2023	21	2	5
Saturday, October 14, 2023	21	2	5
Sunday, October 15, 2023	19	2	5
Monday, October 16, 2023	24	2	5
Tuesday, October 17, 2023	22	2	5
Wednesday, October 18, 2023	22	2	5
Thursday, October 19, 2023	30	2	5
Friday, October 20, 2023	17	2	5

Saturday, October 21, 2023	15	2	5
Sunday, October 22, 2023	22	2	5
Monday, October 23, 2023	22	2	5
Tuesday, October 24, 2023	20	2	5
Wednesday, October 25, 2023	19	2	5
Thursday, October 26, 2023	21	1	5
Friday, October 27, 2023	21	1	3
Saturday, October 28, 2023	21	1	3
Sunday, October 29, 2023	18	1	3
Monday, October 30, 2023	24	1	3
Tuesday, October 31, 2023	20	1	3
Wednesday, November 1, 2023	25	1	3
Thursday, November 2, 2023	24	1	3
Friday, November 3, 2023	22	1	3
Saturday, November 4, 2023	22	1	3
Sunday, November 5, 2023	19	1	3
Monday, November 6, 2023	23	1	3
Tuesday, November 7, 2023	27	1	3
Wednesday, November 8, 2023	22	1	3
Thursday, November 9, 2023	22	1	3
Friday, November 10, 2023	23	1	3
Saturday, November 11, 2023	21	1	3
Sunday, November 12, 2023	24	1	3
Monday, November 13, 2023	27	1	3
Tuesday, November 14, 2023	24	1	3
Wednesday, November 15, 2023	29	1	3
Thursday, November 16, 2023	29	0	3
Friday, November 17, 2023	25	0	3
Saturday, November 18, 2023	29	0	3

Sunday, November 19, 2023	29	0	3
Monday, November 20, 2023	29	0	3
Tuesday, November 21, 2023	29	0	3
Wednesday, November 22, 2023	29	0	3
Thursday, November 23, 2023	21	0	3
Friday, November 24, 2023	29	0	3
Saturday, November 25, 2023	27	0	3
Sunday, November 26, 2023	27	0	3
Monday, November 27, 2023	26	0	3
Tuesday, November 28, 2023	27	0	3
Wednesday, November 29, 2023	29	0	3
Thursday, November 30, 2023	27	0	3
Friday, December 1, 2023	22	0	3
Saturday, December 2, 2023	25	0	3
Sunday, December 3, 2023	25	0	3
Monday, December 4, 2023	20	0	3
Tuesday, December 5, 2023	25	0	3
Wednesday, December 6, 2023	30	0	3
Thursday, December 7, 2023	30	0	3
Friday, December 8, 2023	29	0	3
Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
Monday, December 11, 2023	30	0	3
Tuesday, December 12, 2023	32	0	3
Wednesday, December 13, 2023	32	0	3
Thursday, December 14, 2023	35	0	3
Friday, December 15, 2023	30	0	3
Saturday, December 16, 2023	31	0	3
Sunday, December 17, 2023	29	0	3

Monday, December 18, 2023	26	0	3
Tuesday, December 19, 2023	25	1	3
Wednesday, December 20, 2023	31	0	3
Thursday, December 21, 2023	28	0	3
Friday, December 22, 2023	32	0	3
Saturday, December 23, 2023	29	0	3
Sunday, December 24, 2023	30	0	3
Monday, December 25, 2023	28	0	3
Tuesday, December 26, 2023	23	0	3
Wednesday, December 27, 2023	24	0	3
Thursday, December 28, 2023	28	0	3
Friday, December 29, 2023	23	0	3
Saturday, December 30, 2023	25	0	3
Sunday, December 31, 2023	28	0	3
Monday, January 1, 2024	24	0	3
Tuesday, January 2, 2024	24	0	3
Wednesday, January 3, 2024	29	0	3
Thursday, January 4, 2024	21	0	3
Friday, January 5, 2025	22	0	3
Saturday, January 6, 2024	32	0	3
Sunday, January 7, 2024	29	0	3
Monday, January 8, 2024	26	0	3
Tuesday, January 9, 2024	27	0	3
Wednesday, January 10, 2024	34	0	3
Thursday, January 11, 2024	33	0	3
Friday, January 12, 2025	36	0	3
Saturday, January 13, 2024	35	0	3
Sunday, January 14, 2024	34	0	3
Monday, January 15, 2024	39	0	3

Tuesday, January 16, 2024	38	0	4
Wednesday, January 17, 2024	33	0	4
Thursday, January 18, 2024	33	0	4
Friday, January 19, 2025	33	0	4
Saturday, January 20, 2024	36	0	4
Sunday, January 21, 2024	38	0	4
Monday, January 22, 2024	36	1	4
Tuesday, January 23, 2024	34	1	4
Wednesday, January 24, 2024	32	1	4
Thursday, January 25, 2024	38	1	4
Friday, January 26, 2025	35	1	4
Saturday, January 27, 2024	32	1	4
Sunday, January 28, 2024	36	1	4
Monday, January 29, 2024	34	1	4
Tuesday, January 30, 2024	40	1	5
Wednesday, January 31, 2024	36	1	5
Thursday, February 1, 2024	36	1	5
Friday, February 2, 2024	36	1	5
Saturday, February 3, 2024	27	1	5
Sunday, February 4, 2024	33	1	5
Monday, February 5, 2024	29	1	5
Tuesday, February 6, 2024	33	1	5
Wednesday, February 7, 2024	37	1	5
Thursday, February 8, 2024	34	1	5
Friday, February 9, 2024	37	0	5
Saturday, February 10, 2024	38	0	5
Sunday, February 11, 2024	39	0	5
Monday, February 12, 2024	35	0	5
Tuesday, February 13, 2024	38	0	5

Wednesday, February 14, 2024	37	0	5
Thursday, February 15, 2024	35	0	5
Friday, February 16, 2024	38	0	5
Saturday, February 17, 2024	40	0	5
Sunday, February 18, 2024	38	0	5
Monday, February 19, 2024	41	0	5
Tuesday, February 20, 2024	43	0	5
Wednesday, February 21, 2024	36	0	5
Thursday, February 22, 2024	39	0	5
Friday, February 23, 2024	36	0	5
Saturday, February 24, 2024	36	0	5
Sunday, February 25, 2024	38	0	5
Monday, February 26, 2024	37	0	5
Tuesday, February 27, 2024	41	0	5
Wednesday, February 28, 2024	41	0	9
Thursday, February 29, 2024	33	0	9
Friday, March 1, 2024	34	0	9
Saturday, March 2, 2024	33	0	9
Sunday, March 3, 2024	33	0	9
Monday, March 4, 2024	35	0	9
Tuesday, March 5, 2024	38	0	9
Wednesday, March 6, 2024	35	0	9
Thursday, March 7, 2024	36	0	9
Friday, March 8, 2024	37	0	9
Saturday, March 9, 2024	37	0	9
Sunday, March 10, 2024	41	0	9
Monday, March 11, 2024	41	0	9
Tuesday, March 12, 2024	42	0	9
Wednesday, March 13, 2024	40	0	9

Thursday, March 14, 2024	40	0	9
Friday, March 15, 2024	42	0	9
Saturday, March 16, 2024	39	0	9
Sunday, March 17, 2024	39	0	9
Monday, March 18, 2024	40	0	9
Tuesday, March 19, 2024	42	0	9
Wednesday, March 20, 2024	38	0	9
Thursday, March 21, 2024	35	0	9
Friday, March 22, 2024	37	0	9
Saturday, March 23, 2024	42	0	9
Sunday, March 24, 2024	42	0	9
Monday, March 25, 2024	41	0	9
Tuesday, March 26, 2024	41	0	9
Wednesday, March 27, 2024	44	0	9
Thursday, March 28, 2024	40	0	9
Friday, March 29, 2024	45	0	9
Saturday, March 30, 2024	46	0	9
Sunday, March 31, 2024	34	0	9
Monday, April 1, 2024	46	0	9
Tuesday, April 2, 2024	34	0	9
Wednesday, April 3, 2024	38	0	9
Thursday, April 4, 2024	38	0	9
Friday, April 5, 2024	31	0	9
Saturday, April 6, 2024	28	0	9
Sunday, April 7, 2024	33	0	9
Monday, April 8, 2024	38	0	9
Tuesday, April 9, 2024	41	0	9
Wednesday, April 10, 2024	39	0	9
Thursday, April 11, 2024	34	0	9

Friday, April 12, 2024	33	0	9
Saturday, April 13, 2024	38	0	9
Sunday, April 14, 2024	36	0	9
Monday, April 15, 2024	31	0	9
Tuesday, April 16, 2024	34	0	9
Wednesday, April 17, 2024	34	0	9
Thursday, April 18, 2024	33	0	9
Friday, April 19, 2024	29	0	9
Saturday, April 20, 2024	28	0	9
Sunday, April 21, 2024	29	0	9
Monday, April 22, 2024	28	0	9
Tuesday, April 23, 2024	28	0	9
Wednesday, April 24, 2024	28	0	9
Thursday, April 25, 2024	29	0	9
Friday, April 26, 2024	32	0	9
Saturday, April 27, 2024	30	0	9
Sunday, April 28, 2024	34	0	9
Monday, April 29, 2024	29	0	9
Tuesday, April 30, 2024	28	0	8
Wednesday, May 1, 2024	27	0	9
Thursday, May 2, 2024	26	0	9
Friday, May 3, 2024	29	0	9
Saturday, May 4, 2024	29	0	9
Sunday, May 5, 2024	34	0	9
Monday, May 6, 2024	30	0	9
Tuesday, May 7, 2024	30	0	9
Wednesday, May 8, 2024	30	0	9
Thursday, May 9, 2024	35	0	9
Friday, May 10, 2024	32	0	9

Saturday, May 11, 2024	30	0	9
Sunday, May 12, 2024	30	0	9
Monday, May 13, 2024	32	0	9
Tuesday, May 14, 2024	32	0	9
Wednesday, May 15, 2024	32	0	9
Thursday, May 16, 2024	33	0	9
Friday, May 17, 2024	36	0	9
Saturday, May 18, 2024	33	0	9
Sunday, May 19, 2024	38	0	9
Monday, May 20, 2024	34	0	8
Tuesday, May 21, 2024	30	0	9
Wednesday, May 22, 2024	30	0	9
Thursday, May 23, 2024	29	0	7
Friday, May 24, 2024	34	0	8
Saturday, May 25, 2024	35	0	9
Sunday, May 26, 2024	38	1	9
Monday, May 27, 2024	36	0	9
Tuesday, May 28, 2024	35	0	8
Wednesday, May 29, 2024	32	0	7
Thursday, May 30, 2024	31	0	7
Friday, May 31, 2024	29	0	8
Saturday, June 1, 2024	30	0	9
Sunday, June 2, 2024	34	0	10
Monday, June 3, 2024	33	0	9
Tuesday, June 4, 2024	27	0	8
Wednesday, June 5, 2024	32	0	9
Thursday, June 6, 2024	31	0	9
Friday, June 7, 2024	30	0	8
Saturday, June 8, 2024	33	0	9

Sunday, June 9, 2024	36	0	9
Monday, June 10, 2024	35	0	9
Tuesday, June 11, 2024	34	0	8
Wednesday, June 12, 2024	25	0	8
Thursday, June 13, 2024	30	0	10
Friday, June 14, 2024	39	0	10
Saturday, June 15, 2024	34	0	8
Sunday, June 16, 2024	34	0	8
Monday, June 17, 2024	32	0	9
Tuesday, June 18, 2024	34	0	10
Wednesday, June 19, 2024	33	0	9
Thursday, June 20, 2024	33	0	11
Friday, June 21, 2024	30	0	9
Saturday, June 22, 2024	27	0	8
Sunday, June 23, 2024	33	0	10
Monday, June 24, 2024	16	0	7
Tuesday, June 25, 2024	20	0	7
Wednesday, June 26, 2024	30	0	9
Thursday, June 27, 2024	30	0	9
Friday, June 28, 2024	33	0	10
Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
Monday, July 1, 2024	30	0	10
Tuesday, July 2, 2024	35	0	11
Wednesday, July 3, 2024	27	0	9
Thursday, July 4, 2024	27	0	9
Friday, July 5, 2024	30	0	9
Saturday, July 6, 2024	29	0	9
Sunday, July 7, 2024	32	0	10

Monday, July 8, 2024	36	0	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
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3
Wednesday, September 11, 2024	22	0	3
Thursday, September 12, 2024	27	0	3
Friday, September 13, 2024	37	0	4
Saturday, September 14, 2024	33	0	4
Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2
Thursday, October 10, 2024	30	0	2
Friday, October 11, 20024	30	0	2
Saturday, October 12, 2024	32	0	3
Sunday, October 13, 2024	27	0	2
Monday, October 14, 2024	27	0	2
Tuesday, October 15, 2024	20	3	2
Wednesday, October 16, 2024	29	0	2
Thursday, October 17, 2024	26	0	2
Friday, October 18, 20204	28	0	2
Saturday, October 19, 2024	27	0	2
Sunday, October 20, 2024	27	0	2
Monday, October 21, 2024	28	0	2
Tuesday, October 22, 2024	28	0	2
Wednesday, October 23, 2024	23	0	2
Thursday, October 24, 2024	29	0	2
Friday, October 25, 20204	31	0	2
Saturday, October 26, 2024	30	0	2
Sunday, October 27, 2024	23	0	2
Monday, October 28, 2024	26	0	2
Tuesday, October 29, 2024	27	0	2

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
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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
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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
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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
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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
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Saturday, December 9, 2023	25	0	3
Sunday, December 10, 2023	31	0	3
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Wednesday, December 13, 2023	32	0	3
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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
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Monday, December 25, 2023	28	0	3
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Wednesday, December 27, 2023	24	0	3
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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
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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
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Thursday, April 4, 2024	38	0	9
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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
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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
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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
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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
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Saturday, June 29, 2024	34	0	10
Sunday, June 30, 2024	34	0	10
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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
Tuesday, August 27, 2024	21	0	3
Wednesday, August 28, 2024	23	0	2
Thursday, August 29, 2024	24	0	3
Friday, August 30, 2024	23	0	3
Saturday, August 31, 2024	27	0	2
Sunday, September 1, 2024	27	0	3
Monday, September 2, 2024	27	0	2
Tuesday, September 3, 2024	21	0	3

Wednesday, September 4, 2024	22	0	3
Thursday, September 5, 2024	27	0	3
Friday, September 6, 2024	33	0	4
Saturday, September 7, 2024	37	0	4
Sunday, September 8, 2024	28	0	3
Monday, September 9, 2024	32	0	4
Tuesday, September 10, 2024	33	0	3
Wednesday, September 11, 2024	22	0	3
Thursday, September 12, 2024	27	0	3
Friday, September 13, 2024	37	0	4
Saturday, September 14, 2024	33	0	4
Sunday, September 15, 2024	38	0	4
Monday, September 16, 2024	33	0	4
Tuesday, September 17, 2024	34	0	4
Wednesday, September 18, 2024	30	0	3
Thursday, September 19, 2024	33	0	4
Friday, September 20, 2024	20	0	2
Saturday, September 21, 2024	21	0	2
Sunday, September 22, 2024	22	0	3
Monday, September 23, 2024	35	0	4
Tuesday, September 24, 2024	33	0	4
Wednesday, September 25, 2024	34	0	3
Thursday, September 26, 2024	30	0	3
Friday, September 27, 2024	27	0	3
Saturday, September 28, 2024	28	0	3
Sunday, September 29, 2024	29	0	3
Monday, September 30, 2024	33	0	3
Tuesday, October 1, 2024	31	0	3
Wednesday, October 2, 2024	40	0	4

Thursday, October 3, 2024	31	0	3
Friday, October 4, 2024	31	0	3
Saturday, October 5, 2024	30	0	3
Sunday, October 6, 2024	27	0	3
Monday, October 7, 2024	25	0	2
Tuesday, October 8, 2024	28	0	2
Wednesday, October 9, 2024	26	0	2
Thursday, October 10, 2024	30	0	2
Friday, October 11, 20024	30	0	2
Saturday, October 12, 2024	32	0	3
Sunday, October 13, 2024	27	0	2
Monday, October 14, 2024	27	0	2
Tuesday, October 15, 2024	20	3	2
Wednesday, October 16, 2024	29	0	2
Thursday, October 17, 2024	26	0	2
Friday, October 18, 20204	28	0	2
Saturday, October 19, 2024	27	0	2
Sunday, October 20, 2024	27	0	2
Monday, October 21, 2024	28	0	2
Tuesday, October 22, 2024	28	0	2
Wednesday, October 23, 2024	23	0	2
Thursday, October 24, 2024	29	0	2
Friday, October 25, 20204	31	0	2
Saturday, October 26, 2024	30	0	2
Sunday, October 27, 2024	23	0	2
Monday, October 28, 2024	26	0	2
Tuesday, October 29, 2024	27	0	2



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Considering Establishment of Fees Associated with the Main Street Banner Program

SOURCE: Parks and Leisure Services

COMMENT: The City of Porterville plans to utilize the banner poles on Main Street, donated by the Porterville Exchange Club, at the corner of Main Street and Cleveland Avenue to advertise events and/or programs that are held in Porterville. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled and coordinated by the City.

On August 20, 2024, City Council approved a policy on the Exhibition of Federal, State, and City Flags, and Banners from City Buildings and Facilities - All Occasions. Some of the items included in Section C-Street Flags and Banners are: applicants must submit a completed banner permit application at least (90) ninety days prior to the requested installation date; a completed banner design must be submitted at the time of application; banners cannot be hung more than (14) fourteen days prior to the event; and once the banner permit is approved the applicant must arrange for the production of the banner designed to the required specifications.

Consistent with other various City permit applications, it is recommended a permit application processing fee be implemented and paid at the time of the application submittal, with the fee being \$20. One other element of the application process is that the applicant must designate a licensed contractor to install and remove the banner following guidelines provided by the City, or remit payment for those services to be provided by the City. In order to cover the cost of two full-time City employees to provide installation and removal services using a bucket truck, it is recommended that a fee of \$300 be established. The Parks and Leisure Services Commission, at its meeting on October 3, 2024, voted unanimously to recommend the application permit fee of \$20, and the banner installation/removal services fee of \$300.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing to solicit comment on the proposed Main Street over-the-street banner fees; and
2. Consider adoption of the draft Resolution approving the new Main Street over-the street application permit processing fee of \$20, and installation/removal fee of \$300 if performed by City staff.

ATTACHMENTS:

1. Street Banner Application_2024
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:
Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, City Manager

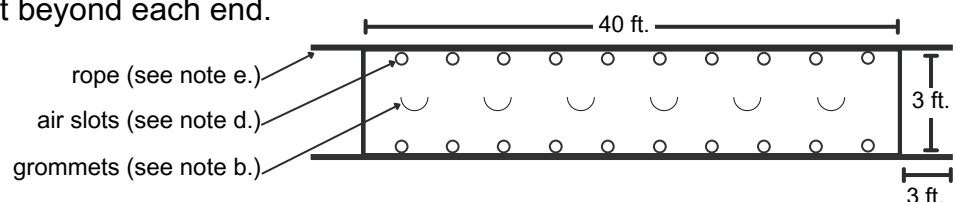


STREET BANNER Guidelines and Application

GUIDELINES

The City of Porterville utilizes the banner poles on Main Street to advertise events and/or programs that are held in Porterville. The City may, at its discretion, issue a banner permit to an individual or entity, granting permission to temporarily occupy the designated banner location for the purpose of providing notice to residents and visitors about City-sponsored or City-funded special events open to the public, and that are limited to non-commercial, non-political and of a non-religious nature. Banners on City property/poles must be approved, scheduled, and coordinated by the City. The banner permit process follows the City's Street Banners Policy with the following guidelines:

- Applicants must submit a completed banner permit application to the Parks and Leisure Services Department at least 90 days prior to the requested installation date and remit payment of the banner permit application fee (\$20). Applications received less than 90 days prior to the requested installation date are subject to the City's ability to facilitate the request. Applicants may apply for banner locations up to 6 months prior to their installation date.
- A completed banner design (including text and graphics) must be submitted to Parks and Leisure Services at the time of application.
- Banners promoting specific events cannot be hung more than 14 days prior to the start of the event and must be removed within five days after the completion of the event.
- Applicant must designate a licensed contractor to install and remove the banner following guidelines provided by the City or remit payment for those services to be provided by the City (\$300).
- Once the banner permit is approved, the applicant must arrange for the production of the banner designed to the specifications below. If the banner is not constructed correctly, it will not be installed.
 - a. Material must be durable cloth, canvas or vinyl and it is recommended that the final banner be double-sided.
 - b. Banners should have reinforced grommets on the top and the bottom for attachment points. The grommets should be spaced at approximately 4 feet intervals.
 - c. Banners should be 3 feet wide and 40 feet in length.
 - d. Air slots will be spaced approximately 5 feet apart, located at the centerline of banner.
 - e. A 1/4-inch synthetic rope shall be sewn in the top and bottom of the banner, extending approximately 3 feet beyond each end.





Parks & Leisure
Services

STREET BANNER Guidelines and Application

APPLICATION

APPLICANT NAME

GROUP/ ORGANIZATION

MAILING ADDRESS

PHONE NUMBER

EMAIL ADDRESS

BANNER DISPLAY PERIOD

EVENT/ PROGRAM DESCRIPTION

BANNER ARTWORK

A completed banner design (including text and graphics) must be submitted.

☐ Artwork is attached to this application

☐ Artwork will be submitted electronically
to parks_leisure@ci.porterville.ca.us

**BANNER
PERMIT FEE:
\$20**

Paid to City of Porterville

INSTALLATION

☐ Banner will be installed by a licensed contractor.
Contractor Name: _____

☐ Banner will be installed by the City of Porterville.
(\$300 installation fee)

AGREEMENT

Signature: _____

Date: _____

I have read and understand the terms of the agreement for displaying banners. The organization agrees to indemnify, defend and hold harmless the City of Porterville, its officers, employees and agents from any claim of liability or responsibility for any accident, loss or damage to persons or property arising out of or resulting from the installation or display of banners.

(559) 791-7695

15 E. Thurman Ave., Suite A, Porterville, CA 93257

RESOLUTION NO. -2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING FEES AND CHARGES FOR MAIN STREET BANNERS**

BE IT HEREBY RESOLVED by the City Council of the City of Porterville that the following fees and charges are hereby adopted to become effective November 6, 2024.

Main Street Banner Fees:

Main Street banner application permit	\$20.00
Installation and removal of Main Street banner	\$300.00

ADOPTED this 5th day of November, 2024.

Martha A. Flores, Mayor

Attest:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Consideration of Amendment to Series 200 of the Porterville Development Ordinance for Family HealthCare Network

SOURCE: Community Development

BACKGROUND: Family HealthCare Network (Applicant) offers medical, dental, optometry, and other specialty services from its facilities located at 1133 and 1137 W. Poplar Avenue (APNs 268-060-030 and -038). The Applicant is proposing the development of a parking lot on property located off the site of the main facility. The subject site (APN 268-021-031) is located across the street on the southwest corner of SR 190 and S. Prospect Street, outside the city limits but within the Urban Development Boundary. It has a General Plan Land Use designation of Low-Density Residential and is pre-zoned as RS-1 Very Low-Density Residential. The proposed use is not permitted within the RS-1 district. On August 30, 2023, the Project Review Committee (PRC) met with the applicant to provide comments on the project (PRC 2023-030). Staff outlined the overall process necessary to facilitate the new parking area, which includes an amendment to the text of the Porterville Development Ordinance (PDO), annexation, and compliance with the various departments' development standards.

COMMENT: N/A

ANALYSIS: In order to allow the development of the proposed off-site parking lot, the applicant is requesting a text amendment to Series 200 of the Porterville Development Ordinance to permit off-site parking in residential zones under limited circumstances subject to a CUP. Residential zone districts exist to support a variety of residential uses and to maintain and enhance the city's neighborhoods. They also allow for limited land uses that are appropriate within and complementary to a residential environment, therefore ensuring the provision of services and facilities needed to accommodate planned development and population growth. Allowable non-residential uses in the various residential zones are identified in Table 201.02 and include clubs and lodges, community centers, parks, religious facilities, residential care facilities, and schools, among others.

Section 2.7 of the General Plan (Public & Institutional) describes additional types of uses that may occur near and within residential areas.

In order to maintain sufficient residentially-zoned land for residential uses while accommodating the infrequent instances where non-residential uses in residential areas may find themselves needing additional parking, the text of Porterville Development Ordinance Series 200, Section 201.02, Table 201.02: Land Use Regulations – Residential Districts would be amended to allow Parking, Public or Private, as Conditionally Permitted (“C”) in any residential district, with the specific limitation that the parking use is in conjunction with an existing public, institutional, or medical use and that no existing residential structure or use shall be removed or modified to accommodate the parking use. The development of the Off-Site Parking Facility would be required to comply with Section 304.05 Location of Required Parking and Section 304.10 Parking Area Design and Development Standards of the Porterville Development Ordinance.

If the amendment to the PDO is approved, then a Conditional Use Permit (CUP) will be processed to allow the development of the parking area. As discussed in the section above, if the amendment is approved, the applicant would apply for annexation and a CUP, which staff would bring to the City Council for its consideration at a near-future public hearing.

ENVIRONMENTAL REVIEW: The proposed ordinance change does not approve any direct physical change and therefore it can be seen with certainty that it would not have a significant effect on the environment. Any potential utilization of the revised ordinance language would require site-specific consideration of potential environmental effects. Accordingly, the Environmental Coordinator has made a determination that the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

RECOMMENDATION: That the City Council:

1. Hold the noticed public hearing and consider the testimony provided;
2. Find that the proposed project is exempt from CEQA under CEQA Guidelines Sections 15061(b)(3);
3. Consider the draft ordinance, an Ordinance of the City Council of the City of Porterville Amending Series 200 of the Porterville Development Ordinance Regarding Off-Site Parking in Residential Zone

- Districts; and
4. If so approved, give first reading by title only, and order the Ordinance to print.

ATTACHMENTS: 1. Draft Ordinance

Appropriated/Funded:

Review By:

Department Director:
Claudia Calderon, Community Development Director

Final Approver: Patrice Hildreth, City Manager

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING SERIES 200, SECTION 201.02 OF THE PORTERVILLE DEVELOPMENT
ORDINANCE REGARDING THE RESIDENTIAL ZONE DISTRICTS**

WHEREAS: At a regular meeting on November 5, 2024 the City Council held a public hearing to consider amendment to the Porterville Development Ordinance; and

WHEREAS: The purpose of the proposed amendment is to accommodate the expansion of existing development by allowing off-site parking for existing public, institutional, and medical uses; and

WHEREAS: Pursuant to State and local environmental regulations, the proposed modifications serve to provide an avenue for expansions of existing facilities, for the above identified uses. The proposed ordinance is an implementation measure of the policies, goals, and objectives of the Porterville General 2030 Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that, since the amendment would not result in any physical change, it can be shown with certainty that there is no possibility that the proposed text amendment could have a significant effect on the environment, and that further any implementation of the provisions of the amended text would be subject to site-specific review for potential environmental effects.

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

SECTION 1: Table 201.02, Land Use Regulations – Residential Districts, of Section 201.02 of Series 200 of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
<i>Use Classification</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
Residential Uses						
Single Family Dwelling	See sub-classifications below					
<i>Attached</i>	-	P	P	P	P	
<i>Detached</i>	P	P	P	P	P	
Multi-Family Residential	-	-	P	P	P	Section 201.04(b)
Family Day Care Home	See sub-classifications below					
Small	P	P	P	P	P	
Large	P	P	P	P	P	Section 301.07 Family Day Care Home, Large
Group Residential	P(1)	P(1)	P(1)	P	P	

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
<i>Use Classification</i>	<i>RS-1</i>	<i>RS-2</i>	<i>RM-1</i>	<i>RM-2</i>	<i>RM-3</i>	<i>Additional Regulations</i>
Mobile Home Parks	-	-	C(2)	C(2)	C(2)	Section 301.10 Manufactured Homes; Section 301.11 Mobile Home Parks
Residential Care Facilities, Limited	P	P	P	P	P	
Public and Semi-Public Uses						
Clubs and Lodges	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
Community Centers	-	-	C	C	C	
Cultural Institutions	-	-	-	C	C	
Elderly and Long-term Care	-	-	-	C	P	
Park and Recreation Facilities, Public	P	P	P	P	P	
Religious Facilities	C	C	C	C	C	
Residential Care Facilities, General	-	-	C	C	C	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	P	P	P	P	
<i>Parking, Public or Private</i>	<i>C(4)</i>	<i>C(4)</i>	<i>C(4)</i>	<i>C(4)</i>	<i>C(4)</i>	<i>Section 304.05 Location of Required Parking and Section 304.10 Parking Area Design and Improvement Standards</i>
Social Service Facilities	-	-	-	-	C	Section 301.19 Social Service Facilities
Commercial Uses						
Eating, Drinking, and Smoking Establishments	See sub-classifications below					
<i>Coffee Shops/Cafes</i>	-	-	-	-	M(3)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	-	-	-	-	C(3)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Bed and Breakfasts	-	-	-	C	C	
Transportation, Communication, and Utilities Uses						
Utilities, Minor	P	P	P	P	P	
Agricultural and Extractive Uses						
Crop Cultivation, Commercial	M	M	M	M	M	Section 301.06 Crop Cultivation

TABLE 201.02: LAND USE REGULATIONS—RESIDENTIAL DISTRICTS						
Use Classification	RS-1	RS-2	RM-1	RM-2	RM-3	Additional Regulations
Crop Cultivation, Non-Commercial	P	P	P	P	P	
Other Applicable Types						
Accessory Uses and Structures	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Animal Keeping	P	P	P	P	P	Section 301.04 Animal Keeping
Home Occupations	P	P	P	P	P	Section 301.09 Home Occupations
Second Dwelling Unit	P	P	P	P	P	Section 301.16 Second Dwelling Units
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots					
Temporary Use	Section 301.21 Temporary Uses					
Specific Limitations:						
1. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders. 2. Limited to sites with a minimum gross site area of 10 acres. 3. Limited to a restaurant or café/coffee shop accessory to a mobile home court or a private club or lodge when such use has no direct access off a public street and accommodates only residents, members, or their guests. 4. Permitted in conjunction with an existing public, institutional, or medical use. No existing residential structure or use shall be removed or modified to accommodate the parking use.						

This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

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

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Authorization to Adopt the Parks Master Plan

SOURCE: Engineering and Project Management

COMMENT: At its meeting on June 6, 2023, the City Council authorized the consultant services contract with QK, Inc. for the development of the Parks Master Plan (PMP) which included the preparation of a draft Parks Development Impact Fee and Quimby Act Study. The purpose of the PMP is to provide guidance and direction for the future design and development of facilities to meet the needs of the City's current and future residents over the next ten to fifteen (10-15) years.

The process for developing the draft PMP included; an inventory and walking audit of all existing park facilities, interviews with stakeholders, two community workshops with related surveys (8/17/2023 and 10/26/2023), review of the draft PMP by City Staff and the Parks & Leisure Services Commission (2/01/2024), and a presentation of the final draft PMP to the City Council (3/19/2024) before publishing it to receive public comment.

The thirty-day (30) window for public comment regarding the draft PMP was provided from March 20, 2024, through April 19, 2024. Some of the comments received related to the Tule River Parkway and the desire to see its expansion, more native gardens, and more park-like amenities, including a playground and bathroom. The "Implementation Policies" of the draft PMP under section PSCF-I-15 covers the need to continue to support the expansion and improvements to the Tule River Parkway. Additional comments included concerns with how some of the different parks were classified and the inclusion of planned future improvements in the City's park space inventory. Staff reviewed these comments both independently and with the consultant and found the classifications of each of the parks was appropriate. During the review, they also found it was appropriate to include the planned future improvements as they all are grant funded projects making them a required deliverable and the PMP is a long-term document expected to provide guidance for up to fifteen (15) years for the City.

Staff respectfully request that the City Council approve the Parks Master Plan as proposed and adopt the associated resolution.

RECOMMENDATION: That the City Council:
1. Approve the Parks Master Plan as proposed; and
2. Approve the draft resolution authorizing the adoption of the Parks Master Plan.

ATTACHMENTS: 1. Porterville Parks Master Plan - Draft
2. Draft Resolution - Parks Master Plan

Appropriated/Funded:

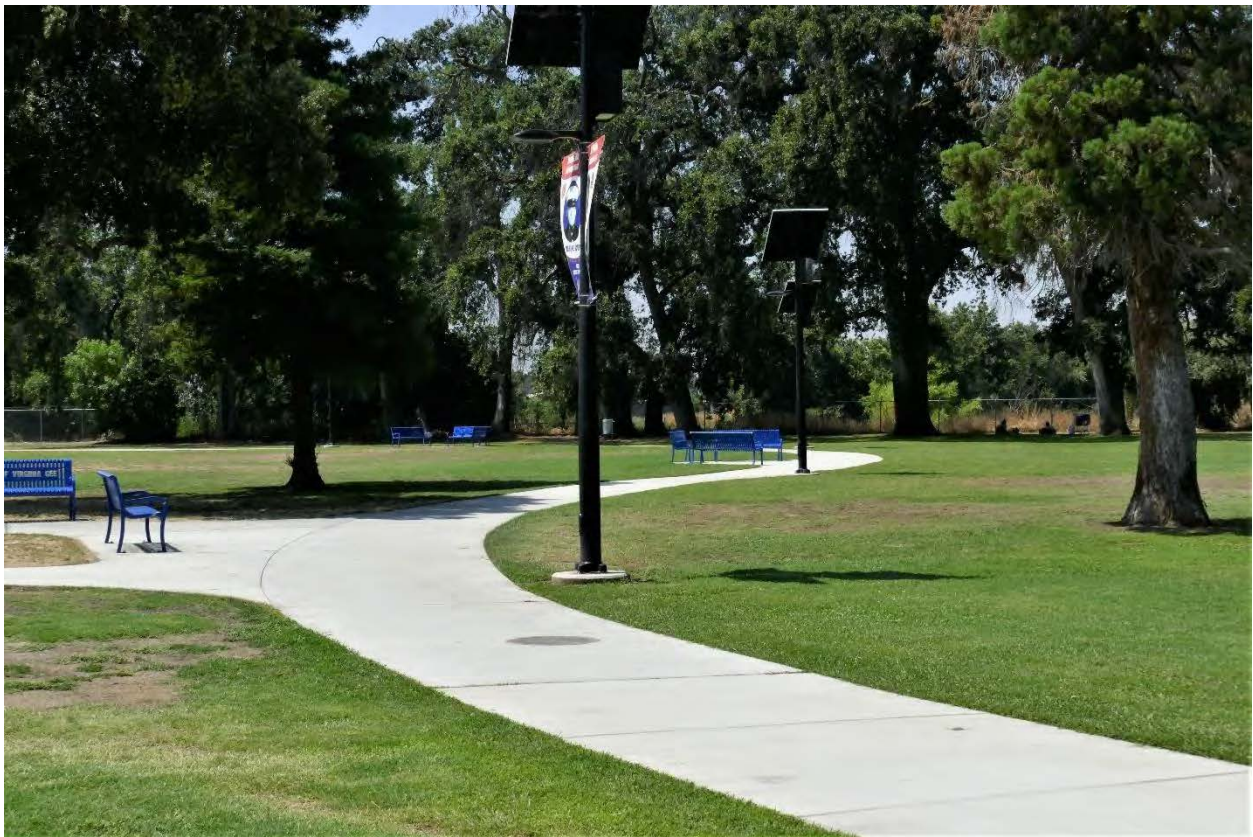
Review By:

Department Director:
Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, City Manager

PARKS MASTER PLAN

CITY OF PORTERVILLE



FEBRUARY 2024



PARKS MASTER PLAN

Prepared for:

City of Porterville
Parks and Leisure Services Department
291 North Main Street
Porterville, CA 93257

Contact Persons:

Sarah Weaver, Project Manager
Office (559) 791-7843
Donnie Moore, Parks and Leisure Services Director
Phone: (559) 782-7539

Consultant:



901 East Main Street
Visalia, CA 93292
Contact: Mike Ratajski
Phone: (559) 733-0440

February 2024

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ACKNOWLEDGMENTS

CITY COUNCIL

Mayor: Martha A. Flores
Vice Mayor: Kellie Carrillo
Member: Donald Weyhrauch
Member: Raymond Beltran
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PARKS AND LEISURE SERVICES COMMISSION

Kieran Daly
Phillip Duncan
Tom Fiormonti
Diane Graybehl
Jason Gurrola
Arlene Peña
Jason Pommier
Janet Uresti

CITY STAFF

Sarah Weaver, Engineering and Project Management
Donnie Moore, Parks and Leisure Services Director
Patrice Hildreth, City Manager
Jason Ridenour, Deputy City Manager

Special and grateful acknowledgments to the citizens of Porterville who participated in the public input process by answering surveys, participating in workshops, and providing feedback at public hearings.

EXECUTIVE SUMMARY

Section 1: Introduction

Purpose. The new Porterville Parks Master Plan will guide the Parks and Leisure Services Department, Parks and Leisure Services Commission, and staff in allocating resources over the next 15 years or more, adapting to changing conditions and population needs. The Parks Master Plan has been informed by substantial community input, demographics and current trends analyses, assessment of parks and facilities, and existing and new policies. The Master Plan describes various types of parks and identifies park facilities and access improvements designed to maintain and improve Porterville's quality of life for everyone.

Many California communities are interested in bringing a regional sports complex to their city. Out-of-town visitors can significantly impact a regional sports park since their spending introduces new money into the local economy. Porterville's location along State Routes 65 and 190 and near State Route 99 provides easy access to the larger cities of Bakersfield, Visalia, and Fresno. The benefits of a regional facility in Porterville would go beyond the Porterville Parks and Leisure Services Department's financial stability and bring additional tourism to the area other than its gateway position to the area's national parks. Residents and stakeholders are interested in making the Porterville Sports Complex a regional facility that would attract regional competition.

Section 2: Community Profile and Demographics

This section provides an overview of the demographics, housing, income, and education association with poverty levels for the City of Porterville. Porterville has experienced relatively slow population growth compared to the County of Tulare and the State of California. The analysis uses data from the U.S. Census Bureau (2019–2022) American Community Survey estimates and the 'Economic Conditions and Trends Report' developed by BAE Urban Economics, an economics and real estate advisory consultant, in coordination with PlaceWorks for the Porterville General Plan 2030. The Census data was taken in 2020, and the most recent American Community Survey data is from 2019, 2021, and 2022.

Population Forecast. Population growth is critical to increasing demand for parks and leisure facilities in most areas. Demographic characteristics can influence the level of service for parks in the City of Porterville. The current population for the City of Porterville is 62,558, according to 2023 data. The population projections in the following table represent an eight percent growth rate from 2023/24 to 2039 and an average annual growth rate of 0.53 percent.

Population Projections

	2023/24	2029	2034	2039	Total Growth Rate	Average Annual Growth Rate
Porterville	62,558	64,216	65,874	67,532	8%	0.53%

Age Distribution. Age distribution is often used to determine a city's need for park opportunities. It is understood that people in younger and older demographic groups utilize park facilities more often, while age groups 35–54 typically do not use parks as much. Recent trends show that senior activity levels have risen. Younger Porterville residents comprise 56 percent of the population, and seniors comprise nearly 21 percent.

Race/Ethnicity. Race/ethnicity plays a large part in the utilization of parks and the level of participation in various activities, which could help highlight areas of the City where a park might be better utilized. The City of Porterville has a culturally diverse population, similar to the San Joaquin Valley demographic trends. The population is largely Hispanic (76 percent) and white (21 percent).

Households. In 2022, there were 18,305 total housing units, according to the U.S. Census. Owner-occupied households account for 53.1 percent of the number of occupied houses, and 46.9 percent are renter-occupied. Park utilization can be directly tied to household locations. Typically, parks located in areas where the housing prices and income are lower will be better utilized compared to other neighborhoods. According to the Porterville average home price, there are approximately 6,200 owner-occupied homes below the Porterville average. The City's lower housing prices are located north of Tule River and east of SR 65, where community parks are abundant.

Socioeconomics. Trends in park planning illustrate that many low-income families take advantage of free or low-cost recreation opportunities, such as playing in parks and attending City-sponsored programs and events. However, low-income families may spend more time at work, leaving less time for recreational pursuits.

According to the Census, the median household income of the City of Porterville is \$55,785 (U.S. Census Bureau, 2022). The average California median income is \$91,905. Eighty percent of California's median income is \$73,524. According to California Senate Bill 350, a disadvantaged community has a household median income below 80 percent of the State median income. Therefore, the City of Porterville is considered a disadvantaged community. A significant number of households, roughly 70.3 percent, are living below the poverty line.

Health and Related Factors. Porterville has two major public health concerns: air quality and obesity. A Parks Master Plan can assist in reducing the effect of both these issues. Diseases that may be caused by or exacerbated by poor air quality include asthma and asthma attacks,

valley fever¹, lung and heart disease, cancer, and more. Furthermore, parks promote a healthier lifestyle, which can reduce ailments that may be exacerbated by poor air quality. Building and maintaining parks promotes a more beneficial and less sedentary lifestyle than the inverse. The County of Tulare has an approximate 36.3 percent adult obesity rate. There is a higher prevalence of obesity among people who are low-income and Latino than among people of high-income or people who are white.

Section 3: Public Outreach

Community Outreach Plan. QK prepared a public outreach plan that was reviewed by the City staff for their input and acceptance before the outreach process began.

Stakeholder Interviews. QK staff members interviewed local stakeholders on August 8, 2023, at Porterville City Hall and provided stakeholders who were unable to attend the opportunity to participate via a phone survey. QK and Parks and Leisure staff scheduled 30-minute meetings with each stakeholder. Stakeholders included athletic directors, community organizers, and professionals directly affected by park access (schools, the private sector, commissioners, etc.). An overview of the project was discussed, and questions were asked to solicit comments, issues, problems, successes, and preferences. The one-day event included prearranged timeslots to interview individuals and survey responses. Interviewees also had the opportunity to offer their input in addition to the prepared questions.

The stakeholder survey questions were based on input gathered from the site tours with QK and Parks and Leisure staff. The questions included key issues such as park improvements, frequency of use and popularity of certain parks, desired amenities, and future park types. The stakeholders indicated there is a need for more availability of sports fields. Stakeholders also indicated their concerns with existing facilities related to the use/camping of unhoused persons in the park and

PARKS & LEISURE

MASTER PLAN 2024

Fallen Heroes Park

**CITY OF PORTERVILLE
PARKS & LEISURE MASTER PLAN
Community Workshop #2**

Please Join Us at Porterville City Hall for
a Community Workshop on:
Porterville City Hall
291 North Main Street
Porterville CA, 93257

**Thursday
October 26, 2023
5:30-7:30PM**

Refreshments and snacks will be provided.
Raffle Prizes Will Be Awarded at End of Workshop.
Community Survey will be Available on the City's Website and the Workshop.

DISCUSSION TOPICS:

- Review Survey Data from Outreach Meeting #1
- Parks & Leisure 2024 Master Plan Updates
- Your Input on New & Renovated Park Sites & Facilities
- Prioritizing Park Sites & Facilities

Please contact City Parks & Leisure Department if you have any
questions regarding this event
(559) 782-7539
email: parks_leisure@ci.porterville.ca.us

This flyer was distributed via emails and posted on prominent sites throughout the City.

¹ Center for Disease Control (CDC) claims **valley fever** is endemic in the San Joaquin Valley. This fever is caused by fungus in the soil getting trapped in the air and inhaled by residents. It can cause **pneumonia** and is especially dangerous for seniors.

concerns related to crime and personal safety. Stakeholders shared that their patrons and residents mainly visit Porterville parks for exercise (walking/jogging/biking) – 21 percent, picnicking/gathering at pavilions – 15 percent, and ball/court sports – 14 percent. Their preferences for the types of amenities for new parks were ranked below:

1. Splash Park
2. Trails
3. Court Games
4. Picnic Areas

Community Workshop #1: Introduction to the Parks Master Plan. QK conducted Workshop #1 for two hours on the evening of August 17, 2023, at Porterville City Hall. The workshop included a summary of the contents of the Parks Master Plan and the planning process; a brief visual tour with images of current City of Porterville parks; local, regional, and national trends; and National Recreation and Park Association (NRPA) guidelines. The meeting was divided into three parts: exhibit boards with voting dots, a PowerPoint presentation with an opportunity to complete the community survey, and a question-and-answer period/open discussion by QK where participants individually expressed their ideas and concerns.

Their preference for the types of amenities the community would like to see in new and improved parks were ranked below as follows:

1. Court Games
2. More Playground Structures and Creative Playgrounds
3. More Trails and Trail Connections to Neighborhoods
4. Restrooms/Concession Stands
5. Splash Park



Workshop participants used 'voting dots' to select recreational amenity preferences, their favorite park, and where they lived on a map of the City.

Community Workshop #2: Renovations and New Improvements. On October 26, 2023, Workshop #2 was held at Porterville City Hall. The QK team prepared a PowerPoint presentation that included a recap summary of Survey #1 results, comments, and exhibit results received at the first workshop. Based on the data collected, Survey #2 was revealed and made available for the community to assist in prioritizing park improvements and the schedule for the remainder of the project/completion of the Master Plan. The workshop also included exhibits for park improvement standards/policy and prioritizing current and

future park improvements. The material was also included on the City's website for public consumption and comments.

Some of the results of the workshops and online surveys included prioritizing renovating Porterville parks and certain improvements. Generally, the community was satisfied with the existing park infrastructure but would like to see Citywide quality park acreage proportionate to the City's growth rate and improve quality park access for all residents.

Parks and Leisure Services Commission Meeting. SUMMARY TO BE ADDED HERE

City Council Meeting. SUMMARY TO BE ADDED HERE

Community Vision and Goals. A review of past policies that still needed to be implemented entirely or policies that could be maintained were identified in the 2030 General Plan. Other goals and policies typical of new or updated Parks Master Plans were also identified. The community reviewed the goals, and they are included in the goals and policies listed in Section 8 of this document. The vision and seven initial goals are as follows:

Vision. The Parks and Leisure Services Department for the City of Porterville has a long-standing vision of **"providing excellent customer service, enhancing the quality of life by providing opportunities for public enjoyment, inspiration, education, personal development and cultural enrichment, and providing clean, safe, well-designed parks and facilities."**

Goals. The seven initial goals are identified below. During the planning process and public outreach with the community and stakeholders, additional goals were identified, as well as a list of policies to pursue to meet those goals.

1. Identify the community's needs and interests.
2. Increase capacity to meet future demand (population growth).
3. Create a master plan that will successfully compete with other communities for funding opportunities.
4. Develop a definitive program for the renovation of existing recreation facilities and the development of future facilities.
5. Address accessibility, including park visitors with disabilities.
6. Develop a 15+ year "vision" and roadmap for the future of parks and leisure.
7. Update park impact fees to fund the acquisition and development of land for park and recreation facilities and upgrade and improve existing parks pursuant to the General Plan.

Section 4: Trends

Since the provision of public parks and leisure services can be influenced by demographic preferences, the Master Plan process identified local, regional, and national recreation trends that help define what Porterville residents may be seeking either now or as the City grows. Resident demographics using local community input and research of relevant trends can

produce critical insights that help to plan for the future. This section reviews local, regional, and national recreation trends relative to Porterville's demographic and identified interests.

Local Trends. The top trends that the consultant team heard from listening and from survey input included the following, in no particular order:

- More playgrounds or new equipment/expansion of existing playgrounds.
- More trails, including expanding existing trails and loop trails in parks like the Sports Complex and Zalud Park.
- Splash parks, which are also a trend in many Central Valley communities due to the extreme summer heat conditions.
- More court games like pickleball, basketball, and volleyball throughout all community neighborhoods.

Recent new parks and renovations in nearby communities in Tulare County can also reflect the local trends. Examples of local trends in city parks in the Central Valley include an outdoor classroom, community gardens, convertible basketball and volleyball courts, a performance stage at a new neighborhood park in Earlimart, and an amphitheater and splash pad at Zumwalt Park in Tulare. Gateway Park in Corcoran installed a pump track for bicycling and a loop trail with exercise stations.

Regional Trends. Regional trends identify recreational facilities being proposed by cities throughout California, particularly in central California, southern California, and the Bay Area. Some common themes include a focus on walking and hiking, outdoor pools that emphasize swimming, and aquatic-based activities, including competition pools and team sports.

Pickleball, e-sports, and disc golf have all experienced an increase in participation in recent years. Soccer, as a year-round sport, can have an immense impact on natural turf fields. Future recommendations suggest cities consider constructing a ratio of approximately one of every three sports fields as lighted, synthetic turf fields wherever sports complexes are being planned.

Other regional facility and program trends include:

- Themed special events, social recreation events, fitness enhancement classes, and health and wellness education were all identified as the top four most commonly provided program areas offered regionally.
- Teen Club/Community Center.
- Dog parks, including multiple small dog parks.
- Gymnasiums.
- Sports Complexes.
- Indoor and outdoor basketball courts.
- Greenways/paths/interconnected trailways for running, biking, and dog walking. Fitness walking remained the most popular fitness activity.

- Incorporate renewable energy opportunities where appropriate to reduce future operating costs.
- Incorporate new types of play elements and features when making playground improvements, such as:
 - o Music gardens.
 - o Nature play elements in existing parks.
 - o Destination play areas or themed playgrounds.
- Diversified recreation opportunities, adding facilities such as lawn bowling, a bike skills area/pump track, pickleball courts, exercise stations, and a climbing structure.
- Outdoor event space for concerts and special events.
- Rental facilities at picnic areas.

Porterville is doing well at providing most of the regional trending facilities such as baseball/multi-purpose fields, tennis/pickleball courts, basketball courts (lighted and unlighted), an outdoor swimming pool, splash play, skatepark, and playgrounds. The City does not have an outdoor amphitheater/stage, lawn bowling, or community gardens. The City has exercise stations along the Zalud Park pathway and more are planned along the Santa Fe Byway. The City has an outdoor gym at Fallen Heroes Park on the City's southeast side. The City is currently expanding its greenways/trails for running, biking, and dog walking.

National Trends. Not a single set of standards for parks and recreation could encompass the uniqueness found in every community across the country. The NRPA provides the most comprehensive source of data benchmarks and insights for park and recreation agencies. NRPA produces an annual report summarizing the benchmark data contributed by nearly 1,100 park and recreation agencies. According to the NRPA, the following are the national trends identified for 2023 and beyond.

- *Combating the Increasing Rate of Obesity.* Combatting the increasing obesity rate by offering opportunities for better nutrition and availability of facilities where fitness activities are possible, such as parks and trails.
- *Combating Increased Opioid Use.* Given the rise in opioid use nationwide, the design of parks is critical where drug use may take place. These design changes include improving sight lines near restrooms, adding dividers or removing benches, installing security cameras, and additional security lighting at critical locations.
- *Nationwide Fitness Activity Trends.* According to the Sports and Fitness Industry Association (SFIA), high-impact intensity training (HIIT) and cross-training style workouts, or CrossFit, are two top trending aerobic activities.
- *Generational Changes.* Activity participation varies based on age, but it also varies based on generational preferences. Regarding generational activity, according to the SFIA report, Millennials had the highest percentage of those who were "active to a healthy level." Nearly 28 percent of Generation X were inactive, with one-third of

Baby Boomers being inactive. Baby Boomers prefer low-impact fitness activities such as swimming and aquatic exercise, cycling, and walking.

- *Technology.* Technology is having a greater impact on parks than ever before. Lower costs, technological simplification, and mass production make high-tech inexpensive and accessible to park and recreation agencies. Examples include beacon counters for park monitoring and drones for improving public security.
- *Electrification.* One of the most far-reaching and essential trends affecting parks and leisure is the electrification of much of what we use to conduct the industry, such as buildings, vehicle fleets, lawnmowers, and landscape equipment.
- *eSports.* In eSports, spectators sit and watch individuals or teams of players compete in a variety of electronic games, cheering for their favorite champions or teams. Despite its sedentary nature, eSports is a form of recreation virtually guaranteed to draw crowds of young people into recreation facilities. eSports events and tournaments have excellent potential for revenue generation and facility utilization. Public parks could convert this potential into promoting health, physical activity, and social cohesion for young people.
- *Parks and Leisure as Anchor Institutions.* Traditionally, most anchor institutions have been schools and medical centers. There is an increasingly strong case to include parks and leisure as a critical community support system. Parks and leisure can prove they are vital because they enable the members of communities to connect daily.
- *Dog Parks.* Dog parks are one of the fastest-growing types of parks in the country. The nearly 90 million dogs in the United States must have a place to run, play, and socialize with other dogs. Larger dog parks have become destinations and can contribute significantly to agency revenues and tourism.
- *Themed Playgrounds and Splash Parks.* Themed playgrounds and themed splash parks continue to be a popular trend. Large, themed playgrounds should be components of flagship or larger neighborhood and community parks, such as the 14,000-square-foot playground at Inspiration Park in Fresno and its 4,400-square-foot nearby splash pad.
- *Increase in Indoor Activities.* Indoor commercial recreation experiences are replacing some traditional public park facilities. Some new indoor facilities include trampoline centers, climbing facilities, and multi-sports 'bubbles' that have turf-play areas for baseball, lacrosse, football, soccer, and other field sports. Most private-sector, for-profit facilities may supplant public park and recreation programs and facilities.
- *Outdoor Yoga.* Yoga is one of the fastest-growing wellness trends, and its popularity is expected to climb. Cities could look for a green space with beautiful flowers or trees nearby.

- *Pickleball.* More than 4.8 million people play pickleball in the United States, which has grown by more than 11.5 percent each year over the past decade. One reason for the sport's popularity is that many people are migrating from tennis to pickleball. Tennis courts can be easily striped for pickleball players. Utilizing tennis and pickleball courts for dual usage can be highly effective and save costs.



Pickleball is a sport for all age groups.

- *Connectivity.* Parks have long offered community-based walking programs. Building and connecting trails and greenways to parks and neighborhoods have become top priorities for regional planning boards and municipal agencies. The City of Porterville has succeeded with trails on abandoned rail lines along the Tule River Corridor and the Butterfield Historic Corridor. The City continues to develop more segments, including Class II and Class III bikeways. Some communities have greenways that connect to streets, neighborhoods, and parks.

Section 5: Inventory and Needs Assessment Analysis

The City of Porterville prides itself on providing its citizens with the highest quality parks and leisure. The parks and leisure facility inventory indicates a broad range of passive and active opportunities on 281.3 acres of land, well-dispersed throughout the City. The current park acreages are analyzed against a ratio of park or recreation facilities per 1,000 population. Local agencies can adopt their standards, but often, agencies tend to look toward national and regional standards. The current population of Porterville is 62,558, with an average size of 3.3 people per household, which averages out to 4.45 acres of parkland per 1,000 population. Unlike the cities of Hanford and Clovis, California, school recreation facilities are not included in the average per 1,000 population.

The Master Plan classifies the City's parks into four categories: **Miniparks, Neighborhood Parks, Community Parks, and Trailways.** A fifth classification, **Regional Parks**, is identified as parks larger than 20 acres, service the region and nearby cities, and provide a range of activities, including passive and active recreation but primarily sports field games such as soccer, football, and baseball/softball. Porterville does not have a regional facility. The City's General Plan identifies another category – Specialized Recreation, but this Master Plan includes specialized recreation facilities as a component of Neighborhood or Community Parks (i.e., the City's skateboard park is a component of Veterans Park, and the City's dog park is a component of the Sports Complex).

Minipark. Miniparks are often found in residential neighborhoods developed as an amenity to serve the immediate neighborhood and are generally located less than one-quarter mile

from the furthest residence. Miniparks are usually less than one acre and typically include a playground, picnic tables, barbecues, benches, and shade. Lighting is generally available from the adjacent streets. Larger pocket parks (one-half to one acre) may provide basketball and/or volleyball.

Neighborhood Park. Neighborhood parks are designed to meet local neighborhood needs and are intended to be within walking or bicycling distance of less than a one-half-mile radius. Neighborhood parks usually emphasize child- and family-oriented activities. They can range in size from one acre to eight acres and sometimes larger when they are a component of a storm basin.

Community Park. Community parks are designed to serve the City as a whole and a group of neighborhoods. While community parks may include neighborhood park amenities and can act as neighborhood parks, the focus of a community park is often on meeting community-based recreation, athletics, and open space needs. Typically, the service area ranges from one mile to as much as a three-mile radius. The acreage ranges in size from eight to 20. Community park facilities are often oriented towards family and adult activities, such as tennis courts, community centers, swimming pools or splash pads, skateparks, sports fields, walking paths, picnic areas and/or picnic shelters, off-street parking, and night lighting. Restrooms should be included with a community park.

Trailways. For this Master Plan, trails are linear paths, usually along a watercourse or canal, an old railroad right of way, or an easement that provides access to canal trails or rail trails. Trail easements can vary in width from 30 to 100 feet. The paths are usually a paved or DG (decomposed granite) surface from eight to 10 feet wide. Shade trees, benches, and trash containers are preferred, but more amenities could be added.

Descriptions of Existing Parks. Each of the parks or facilities in Porterville has been classified into the following four categories: Miniparks, Neighborhood Parks, Community Parks, and Trailways. For a thorough description of parks by classification, see Section 5. The City park acreage by classification is as follows:

Miniparks: 1.4 acres

- Centennial Park
- Lime Street Park
- Lions Park
- North Park

Neighborhood Parks: 20.5 acres

- Burton Ballfields
- Fallen Heroes Park
- Hayes Field
- Henry Street Park

Community Parks: 173.7 acres

- Fourth Street Park and Community Center
- Murry Park and Pool

- Porterville Sports Complex
- Santa Fe Sportsplex
- Veterans Park
- Zalud Park

Trailways: 85.7 acres

- Butterfield Historic Corridor
- Santa Fe Byway
- Tule River Parkway

Total: 281.3 acres.

Descriptions of Existing Parks. The QK team toured every park in the City with the Parks and Leisure staff and digitally recorded images of the parks, facilities, landscaping, parking lots, and areas where repair or maintenance was needed. Detailed descriptions of each park are located in Section 5 of this Master Plan document. Overall, each park's needs are as follows. Some parks need ADA ramps to playgrounds or nearby public sidewalks, park ID signage, and park rules signage. Each park should target playground replacement every 15–20 years or as needed. Playground wood chips or engineered Fibar are the preferred surfacing, but pour-in-place surfaces could be pursued in conjunction with a splash pad or as part of a larger park facility. Benches, trash cans, and picnic tables should be replaced and maintained. Lighting should be provided where possible, particularly solar lighting. Some restrooms needed renovations. Parking lots should be sealed and striped every two to five years, and handicapped parking should be identified with striping and signage. Detailed park needs and renovations can be found in Section 8 of this Master Plan document.

ADA Access Facility Evaluation. The California Code of Regulations, Title 24, Part 2 mandates that all publicly funded buildings, structures, and related facilities shall be accessible to and usable by persons with disabilities. These regulations pertain to Porterville's public buildings, parks, and facilities that were constructed using State, City, or municipal funds or that are owned, leased, rented, contracted, or sublet by the City. This Master Plan identifies the necessary modification of playgrounds and public sidewalks adjacent to parks to ensure accessibility. Only five parks need ADA access ramps into the playgrounds, and four require ADA access ramps from the adjacent street or streets. A detailed summary of ADA access needs by each facility can be found in Section 5 of this document.

Section 6: Level of Service (LOS) Analysis

While it is unlikely that the City will need substantial new parkland except as it grows and to meet the residents' desire for certain amenities at existing parks, areas within the City's parks need improvements. To serve the community better, meet new trends, and provide the types of facilities that residents want, the City should reexamine existing park amenities.

Level of service (LOS) standards are guidelines that define service areas based on population that support a city's investment decisions related to parks, facilities, and amenities. LOS standards for the City of Porterville were evaluated using a combination of local, regional, and national resources, including:

- General Plan Policy Document.
- National Recreation and Park Association (NRPA) 2023 guidelines.
- Other standards from Parks Master Plans from communities in the region.
- Community stakeholder and City staff input and general observations. This allows standards to be customized specifically for the City of Porterville park system.

Current Porterville Standards. The City currently has a population of 62,558 and 281.3 acres of parkland. This translates into a ratio of 4.45 park acres per 1,000 population. With this current ratio of 4.45 per 1,000 residents, the City has maintained a favorable proportion of parks within a comfortable walking or biking distance to many residents. The park acreage needs to increase to 300.5 acres by 2039, an increase of 1.28 acres per year, to maintain its current ratio of 4.45.

This Master Plan recommends that the City maintain its current ratio of 4.45 acres per 1,000 residents since it works for the community. This ratio is equal to or better than other California cities of comparable population and land area, with parks that are a comfortable walking or biking distance from most people.

Extension of trailways and the City's requirement for private development to build parks in the communities they develop would likely help the City of Porterville achieve its preferred park acreage goals.

Current acreage per 1,000 population by classification:

- *Miniparks and Neighborhood Parks:* 0.34 acres per 1,000 residents.
- *Community Parks:* 2.69 acres per 1,000 residents.
- *Trailways:* 1.32 acres per 1,000 residents.
- *Regional Parks:* No standard available.

The average consensus of the four parks for the cities of Manteca, Madera, Tulare, and Los Banos with similar populations and areas to Porterville (where detailed park information was available) and a comparison to current Porterville standards is as follows in the table below.

Comparison of Park Acreage Regional Standards by Classification

Classification	Current Porterville Standards	Average Standards of Four Regional Cities Identified
Miniparks and Neighborhood Parks	0.34/1,000	1.68/1,000
Community Parks	2.69/1,000	1.0/1,000
Trailways	1.32/1,000	0.4/1,000
Regional Parks	No Available Standard	No Available Standard

Conclusion: The City's current standards suggest a need for more miniparks and neighborhood parks when compared to the regional standards of other Central Valley cities.

To compare the ratios of parkland per 1,000 residents, the Central Valley has a variety of examples of cities with a comparable population. Not all cities have information readily available, but the following 11 cities depict variances of 1.72 (Delano) to 6.3 acres per 1,000 residents (Los Banos). The table below indicates that the City of Porterville is better than the average of the cities identified at 4.45 acres per 1,000 residents.

**Acres of Parkland per 1,000 Residents
Comparison of 11 Central Valley Cities**

Central Valley City	# Acres of Parkland per 1,000 Residents
Delano	1.72
Arvin	2.70
Hanford	3.08
Tulare	3.35
Atwater	3.37
Average	3.94
Porterville	4.45
Madera	4.56
Reedley	4.56
Manteca	4.92
Lodi	6.21
Los Banos	6.30

Size and distance requirements by classification:

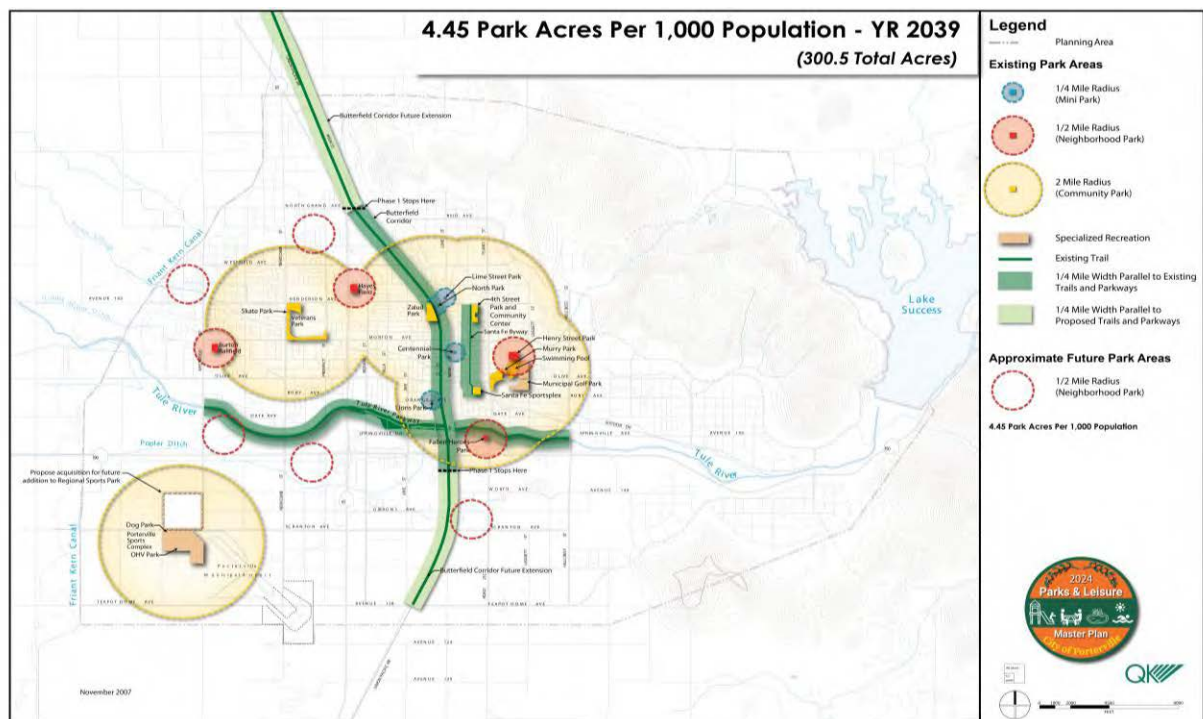
- *Miniparks* should have a minimum area of 5,000 square feet and a general service area of a one-quarter-mile radius.
- *Neighborhood Parks* typically range in size from one to eight acres and have a general service area of a one-half-mile radius.
- *Community Parks* typically range in size from eight to 20 acres and have a general service area of a one- to two-mile radius; a three-mile radius is acceptable but not encouraged.
- *A Regional Park* typically averages between 20 and 100 acres and serves the city and surrounding communities.

Service Area Analysis. What is a Service Area? Service area distance radii are generated with the park location as the central radius point. When areas zoned for residential use fall outside graphic service area designations, that area may be underserved by existing parks. The service area analysis demonstrates that there appears to be nearly adequate coverage across the City's residential areas with the current parks provided in the community park classification. During public outreach workshops with residents of Porterville, they preferred to see new parks primarily in the northwest area and secondarily in the southwest. For purposes of the workshops, the City was divided into quadrants—State Route 65 and Olive Avenue served as the dividing lines for the four quadrants. Locations along trailways

and areas for planned railways were identified as preferred locations for neighborhood parks. Fallen Heroes Park is a good example of a park along a railway.

- **Neighborhood and Minipark Service Area.** New residential development shall install new miniparks and neighborhood parks based on a walkable service radius of a quarter mile for miniparks and a half mile for neighborhood parks. To service some existing residents in the northwest and southwest, minipark(s) and neighborhood park(s) should be considered. Future neighborhood parks and miniparks will be developed as new subdivisions are approved and constructed.
- **Community Park Service Area.** When we view the service area of community parks, Porterville parks are accessible to most residents who live within a two- to three-mile radius of the City's community parks. Currently, community parks meet and exceed the needs of the City's population.

The following figure represents the acceptable level of future parks based on community needs and the 2039 population. Proposed neighborhood park locations, as shown, are meant to be approximate only and subject to the City's future growth pattern.



Section 7 Park Design and Development Guidelines

Design guidelines support consistency and quality in planning, building, and maintaining new and updated parks and facilities. The guidelines support the Master Plan vision and goals and provide greater detail on plan recommendations for builders and developers. The guidelines also allow for flexibility and creativity to respond to different conditions. Current

and future Porterville parks and leisure facilities have unique conditions, circumstances, and design challenges. The guidelines encourage best practices in park design that are custom-tailored to the geography and climate of Porterville.

Miniparks. Miniparks are no more than one acre and can be linear parks that separate the ends of cul-de-sacs and greenways connecting adjacent streets. In addition to landscaping, miniparks may include a small playground (tot lot), picnic tables, barbeque(s), benches, and shade. Lighting is usually available from the adjacent streets. Other elements may be implemented to encourage active use of the public open space.

Neighborhood Parks. Neighborhood park sites should typically range from one to eight acres in size. The site should be reasonably central to the neighborhood it is intended to serve. Access to the site should be provided primarily via local streets with sidewalks (not an arterial) and non-motorized trails. Access routes should minimize physical barriers, such as steep slopes and major arterials. In addition to landscaping, neighborhood parks may include playgrounds, picnic areas, basketball, volleyball, bocce, walking paths, and sometimes tennis/pickleball courts and splash pad. Some larger neighborhood parks could include restrooms if a splash pad is included, i.e., Fallen Heroes Park.

Community Parks. The park focuses on community-based recreation, athletics, and open space. Typical sizes for community parks can range from eight to 20 acres. The park will service an area ranging from one mile to as much as a two- to three-mile radius. Residents will typically drive to community parks, so off-street parking will need to be addressed. Community park facilities are often oriented toward family and adult activities, such as tennis courts, community centers, swimming pools or splash pads, multiple sports fields, walking paths, picnic areas, picnic shelters, and light fixtures. Playgrounds for pre-teens and tots and restrooms are preferred. Restrooms are required when a splash pad is included. Access to the site should be provided via collector or arterial streets with sidewalks and bicycle lanes. A community park should front an accessible public street. Porterville Sports Complex is an example of a community park.

Trailways. Trails provide a linear path, usually parallel to a feature such as a watercourse, derelict railroad, or an easement that allows access to canal/railroad trails. Trail easements can vary in width up to 50 feet wide and sometimes wider. Trailways in Porterville serve as linear parks, often with amenities such as shade trees and other landscaping, benches, trash containers, picnic tables, dog waste stations, and sometimes exercise stations and drinking fountains. Neighborhood and community parks should be located along or near the City's trailways where possible.

Regional Parks. Porterville does not have a regional park. Stakeholders and residents have expressed an interest in having a park where regional sports organizations can compete and bring more revenue into the City. Porterville Sports Complex could eventually become a regional sports facility due to its proximity to State Routes 65, 190, and 99, which provide access to Bakersfield, Visalia, and Fresno. Regional parks can range in size from 20 to 100 acres and more. Because of their large service area, regional parks require support facilities

like parking, restrooms, and concession stands. A regional park should be designed to serve those within a 30-minute drive, usually between 50,000 to 100,000 people.

For a more detailed list of types of facilities and amenities, both recommended and optional, refer to Section 7 of this Master Plan document.

Guidelines for Amenities by Classification. The popularity of pickleball among the residents of Porterville is evident. One pickleball court for every 13,870 is the NRPA standard, which translates to five pickleball courts. The City currently has 11 existing and planned pickleball courts, which exceeds the national average. Based on NRPA standards, Porterville may want to consider including the following amenities based on their current and future population in their 2039 plan:

- One medium-sized dog park.
- One-and-one-half community gardens.
- One lighted synthetic turf soccer field.
- Nine new playgrounds.
- Up to three additional miles of trails in addition to existing and planned trails. Note: The City Parks and Leisure Services Department plans on constructing up to approximately one mile of trail in Veterans Park.

Section 8: Action Plan

Goals and Policies. Developing goals and policies is an important part of the Parks Master Plan process. The goals and policies provide overall guidance and vision for the future of parks and leisure within the community. They are based on the current inventory and population data, previous General Plan policies, and public input collected throughout the planning process. The goals and policies of the Parks and Leisure Master Plan are presented in two sections: Compliance with the Porterville 2030 General Plan Goals and Policies and Policies Derived from the Master Plan Process.

Porterville 2030 General Plan and Goals and Policies. The City of Porterville 2030 General Plan Chapter 5: Parks, Schools and Community Facilities Element and Chapter 6: Open Space and Conservation Element identify numerous Guiding Policies and Implementation Policies for parks and leisure facilities in Porterville. This section includes how the Master Plan complies with the policies of the General Plan Elements. Thirty-one policies were identified. A few of those policies include:

- Prepare, adopt, and implement a Parks and Leisure Master Plan.
- Use the open space system to meet multiple needs, including bike and trail linkages, stormwater drainage and treatment, wildlife habitat, and active and passive recreation.
- Update park impact fees to fund the acquisition and development of land for park and recreation facilities, according to the General Plan.

- Establish additional funding for acquiring and developing specialized park and recreation facilities to serve existing and future residents. Conduct community surveys as needed to identify unmet demand for park and recreation services.
- Develop a safe and efficient trail network linking parks and other key destinations throughout the City.

Policies Derived from the Master Plan Process. Fifty-six goals and policies were developed throughout the Master Plan process from input from the City Parks and Leisure staff, the community, stakeholders, and recommendations identified in the NRPA 2023 Agency Performance Review. A few of the primary goals include:

- Identify the community's needs and interests.
- Increase capacity to meet future demand (population growth).
- Create a Master Plan to successfully compete with other communities for funding opportunities.
- Develop a definitive program for the renovation of existing recreation facilities and the development of future facilities.
- Address accessibility, including park visitors with disabilities.
- Develop a 15+ year "vision" and roadmap for the future of parks and leisure in the City.

Prioritization. Prioritization of installation and maintenance of all City parks, trailways, and facilities is based on the following factors:

- Urgency of repair/replacement (Is it likely to cause serious injury or harm?).
- Frequency of public access (What is the pressure to return to service?).
- Availability for repair/replacement (Can or should it be replaced immediately?).
- Cost of repair/replacement (Can the costs be absorbed or postponed?).
- Input from City Parks and Leisure Services Commission and staff.
- Input from the community.

Parks requiring renovations and improvements are ranked from high priority to low priority. Section 8 identifies an estimated cost for the renovations and improvements for each park project in the column on the right. The City may consider, at any time, that any park or any specific renovation/improvement may need to take priority over another park based on several factors such as timing for a grant, concerns and changing needs by City residents, and available funding.

The City's parks were prioritized for renovations and new improvements in the following order:

- | | |
|--------------------------------|--------------------------|
| 1. Porterville Sports Complex | 7. Centennial Park |
| 2. Veterans Park and Skatepark | 8. Hayes Field |
| 3. Henry Street Park | 9. Lions Minipark |
| 4. Murry Park and Pool | 10. Lime Street Minipark |
| 5. Zalud Park | 11. North Park |

6. Fallen Heroes Park

12. Burton Ballfields

Facility Needs Summary from Community Input. This section is a key portion of the Master Plan that distills information from various public and staff input and other relevant studies and analyses. It distills them into a broader overall picture in the form of recreation facilities that can support the needs of the residents of Porterville to achieve the community vision, goals, and policies of the Master Plan. Input is derived from community surveys and community workshops. Since the needs identification tools are directly or indirectly based on input from community residents, it is fair to assume that all the identified needs are significant to some or most of the community. It is also helpful to determine which needs have the highest priority as perceived by the information collected.

The Facility Needs Summary establishes relative priorities; the more input on a particular need identified by the public, the higher the ranking. From this list, the facility needs as identified by the community are (in order of highest priority):

1. Court Games
2. More Playground Structures and Creative Playgrounds
3. More Trails and Trail Connections to Neighborhoods
4. Restrooms/Concession Stands
5. Splash Park
6. Indoor Sports Facilities
7. Community Gardens
8. Picnic Areas/Pavilions
9. Volleyball Courts (Indoors and Outdoors)
10. and 11. Tie: Dog Parks and Outdoor Amphitheater
12. Outdoor Exercise Equipment (Stations or Outdoor Rooms)
13. More Senior Activities such as Chess, Bocce, etc.



Example: Lowell Community Garden, Fresno, California.

When asked to identify their preference for a new amenity at the Sports Complex, the community ranked their preferences in the following order.

1. Outdoor Pool or Splash Pad
2. More Picnic Areas/Pavilions
3. Gardens
4. Trails with Exercise Stations
5. Court Games
6. Outdoor Amphitheater

Facility Needs Summary from Stakeholder Input.

The community and the stakeholders vary in their preferences for the types of most desired park and leisure

amenities. The Facility Needs Summary establishes relative priorities; the more input on a

particular need identified by the stakeholders, the higher the ranking. From this list, the facility needs as identified by the stakeholders are (in order of highest priority):

1. Splash Park
2. Trails
3. Court Games
4. Picnic Areas

When asked to identify their preference for a new amenity at the Sports Complex, the stakeholders ranked their preferences in the following order:

1. Outdoor Amphitheater
2. Trails with Exercise Stations
3. Tie for 3rd: More Ballfields and Pool/Splash Pad

Budget and Funding Analysis. The opinion of probable project construction costs provided herein has been made based on reasonable practice experience and represents the best judgment as design professionals familiar with the construction industry. The Opinion of Probable Improvement Cost (OPIC) is subject to change based on revised quantities or changes in cost data. The estimate does not guarantee that construction costs, bids, or other costs will not vary from the OPIC contained herein. Prices may also vary depending on whether work is done by in-house staff or a hired contractor. A detailed estimate of the probable cost for each park renovation or new improvement is located in Section 8: Action Plan. The maintenance and operating costs summary are found on the next page.

Cost Assumptions for New Park Development Project Cost/Unit*

Project	Cost per Unit
Land Acquisition	\$60,000/acre
Planning and Design	
• Neighborhood or Pocket Park	\$25,000
• Community Park	\$50,000
Park Development	
• Neighborhood Park	\$375,000–\$550,000/acre
• Community Park	\$200,000–\$300,000/acre
• Regional Park	\$200,000–\$250,000/acre
• Trail System	\$150,000–\$300,000/mile
Additional Costs	
• Administration Fees	6% of development costs
• Architecture/Engineering	12% of development costs
• Contingency	15% of development costs

Source: Various. Notes: Should assume 4% annual inflation

Funding Opportunities. To continue to build and maintain a vibrant parks and leisure system, a sound and strategic funding strategy must be developed to fulfill the capital improvement and operational cost considerations of this Master Plan. Fiscally sustainable

and realistic funding sources are essential to implementing a capital improvement plan. Significant funding sources to fund the capital improvement and operational costs are available. These sources include public sector grants, fees and tax measures, assessment districts, non-traditional methodologies, and a wide range of private and corporate foundation sources. The extensive list of funding opportunities can be found in Section 8 of this Master Plan document.

Parks Maintenance and Operations. Maintaining and improving the parks and facilities at the expected high level for residents is costly. Currently, there is no reliable source of funding to pay for all of it. The Parks and Leisure Services Commission makes recommendations to the City Council for some upkeep and capital repairs every year, but the need for greater funding still exists.

One of the needs identified by the community was the need for clean and well-maintained parks and facilities. Safety and vandalism are connected to this maintenance issue as the better-maintained and well-used parks and facilities are typically less likely to experience vandalism and crime. Without adequate staffing and funding, these needs cannot be met. The City has many aging (or have aged) parks that need regular maintenance as well as replacement and improvements to overall amenities and park elements. Some of the work may be able to be funded through general funding, but many of the smaller items, like the replacement of water fountains, new trash receptacles, and bench or picnic table replacement, are generally not. The City has stated that 95 percent of the funding required for parks and leisure facilities comes from the City's general fund. The need to identify new sources of funding to offset the use of general funds is apparent. The City should consider increasing development impact fees to fund future development of parks. The Parks and Leisure Services Department will need to closely monitor resources to ensure that the assets of the park system reach the anticipated lifecycles. It is recommended that the Parks and Leisure Services Department's maintenance funding grow to accommodate new park development in the future. As the system grows, the following cost guidelines should be utilized to identify the annual operational funding required to maintain additional park acreage.

Maintenance and Operations Costs by Park Classifications

Classification	Costs
Minipark	\$18,000 - \$21,000 per acre
Neighborhood Parks	\$16,000 - \$21,000 per acre
Community Parks	\$12,000 - \$16,000 per acre
Regional Sports Parks and Athletic Field Parks	
Per Rectangular Field	• 15,000 - \$20,000 per rectangular field
Per Diamond Field	• \$29,000-\$25,000 per diamond field
Other Facilities	• \$7,000 per acre
Specialty Parks	Costs vary depending on amenities
Trailways	\$10,000-\$15,000 per acre

Note: Maintenance costs typically increase 2-3% annually to as much as 6% during a highly robust economy.

Staffing Needs. The typical park and recreation agency has 3.6 FTEs² on staff for every 10,000 residents living in the jurisdiction served by the agency. A typical park and recreation agency with a population similar to Porterville's current population of 62,558 and a 2039 population of 67,532 is staffed with 14 full-time equivalent staff (FTEs) and 15, respectively, that include a mix of full-time and part-time staff. The following tables suggest the FTEs that may be considered for staffing the City of Porterville Parks and Leisure Services Department.

Full-Time Equivalent (FTE) Staffing Needs by Population

Year	2023/2024	2029	2034	2039
Population	62,558	64,511	66,022	67,532
3.6 FTE's/10,000 residents	14	14.33	14.67	15

Operating Expenses. According to the 2023 NRPA Agency Performance Review, the typical park and recreation agency similar in population to the City of Porterville has annual operating expenses per capita of \$99.75. The typical park and recreation agency with a population similar to Porterville's current population should have annual operating expenditures of \$6,895,625. The typical park and recreation agency spends \$115,803 in annual operating expenditures for each employee. At the typical park and recreation agency, staffing costs account for 55 percent of the operating budget. The typical park and recreation agency dedicates 38 percent of its operating budget to park management and maintenance and 41 percent to recreation.

Operating Expenses by Porterville Population Growth

Year	2023/2024	2029	2034	2039
Population	62,558	64,200	65,900	67,532
\$99.75 per capita	\$6,895,625	\$7,031,430	\$7,217,620	\$7,396,140

The typical target distribution of capital for parks typically is as follows:

CIP. Several sound and strategic funding options were identified to continue to build and maintain the parks and leisure system for the capital improvement projects presented in this Master Plan. A significant number of funding opportunities are available to help some of the capital improvement plan items identified in the Master Plan.

Analysis indicates that some current expenditures may not be in alignment with best practice costs as recommended in the 2023 NRPA Agency Performance Review. The table below addresses the City of Porterville's Fiscal Year 2023 (FY23) operating and employee expenses budget compared with the recommendations of NRPA for communities with a population similar to Porterville's.

² 2023 NRPA Agency Performance Review

Comparison of NRPA Standards with Porterville Standards

Standard	Porterville	NRPA
Average # residents per park	3,680 residents per park	2,287 residents per park
Operating expenditures per capita	N/A	\$99.75 per capita
Parkland per 1,000 residents	4.45 acres	10.8 acres
Typical agency operating expenses (62,558 pop.)	\$3,094,348	\$6,895,625
Operating budget per acre (park management and maintenance)	\$11,000	\$9,893
Average FTE per agency (based on park acreage maintained)	10 FTEs	14 FTEs
Operating expenses per employee	N/A	\$115,803
Percent of operating budget for staff expenses	55%	55%
Percent of budget for management and maintenance	38%	38%
Median five-year CIP budget	\$3.702 million X 5	\$2.825 million X 5
Percent of CIP designated for renovation	45%	55%
Percent of CIP designated for new development	48%	31%
Percent of CIP designated for acquisition	4%	8%
Percent of budget from General Fund	95%	61%

Note: The standards contained here are approximate and based on the most recent available information as provided by the Parks and Leisure Services Department.

SECTION 1 - INTRODUCTION

On June 10, 2023, the City of Porterville began preparing a City of Porterville 2039 Parks and Leisure Master Plan. Currently, the City's 2030 General Plan has goals and policies for Open Space and Parks, but a comprehensive master plan has not been prepared. The goals and policies of the General Plan did not focus on general specific needs such as capital expenditure, acquisition and development, maintenance and personnel, standards and guidelines, existing inventory, improvements and renovations, and park impact fees. This Master Plan will help direct the Parks and Leisure Services Department with a plan prepared with input and support from the public, staff, Parks and Leisure Services Commission, and City Council officials.

1.1 - Purpose

The new Porterville Parks Master Plan will guide the Parks and Leisure Services Department, Parks and Leisure Services Commission, and staff in allocating resources over the next 15 years or more, adapting to changing conditions and population needs. The Parks Master Plan has been informed by substantial community input, demographics and current trends analyses, assessment of parks and facilities, and existing and new policies. The Master Plan describes various types of parks and identifies park facilities and access improvements designed to maintain and improve Porterville's quality of life for everyone.

1.2 - Plan Organization

The Master Plan is organized by the following sections:

Executive Summary. The Executive Summary provides a brief description of key components of the overall Master Plan.

Section 1: Introduction. The Introduction describes the purpose of the Master Plan and how it is organized, and it describes the location of the City of Porterville in a regional context.

Section 2: Community Profile and Demographics. This section details the demographics of the City, including population forecast, age distribution, race/ethnicity, households, socioeconomics, and health and related issues.

Section 3: Community and Stakeholder Input. This section includes a description of the community engagement plan, a description of the meetings, the community's vision, and main goals. A summary of the survey results for the stakeholders and the community is located in the appendices.

Section 4: Trends. Local, regional, and national park and recreation trends are examined.

Section 5: Inventory and Needs Assessment Analysis. Each park in the City is arranged by its classification. This section organizes City parks by miniparks, neighborhood parks, community parks, and trailways. The existing conditions of each park based on individual

site visits to each park by the consultant team with input from staff are identified in this section.

Section 6: Level of Service (LOS) Analysis. Level of service (LOS) standards are guidelines that define service areas based on population and distance that support a city’s investment decisions related to parks, facilities, and amenities. This section includes a look at recommended standards by the National Recreation and Park Association (NRPA), similar regional standards, City current standards, and a summary of key findings.

Section 7: Park Design and Development Guidelines. This section identifies the characteristics of each park classification (i.e., size and distance from residents) and recommends the types of facilities for each park classification and a list of additional optional facilities.

Section 8: Action Plan. The Action Plan to implement the Master Plan includes sections on goals and policies developed from the Master Plan process, compliance with the City of Porterville 2030 General Plan Goals and Policies, opportunities for renovations to existing facilities and their costs, new facilities and their costs, and prioritization of parks based on community needs. This section also includes a budget and funding analysis.

Appendices. Appendices are supporting materials for some of the information contained in each section.

1.3 - Location/Geographic Context

1.3.1 - CITY OF PORTERVILLE

The City of Porterville is situated in the southwest region of Tulare County, in the southern portion of the San Joaquin Valley. Porterville is located in the center of California, at the junction of California State Routes (SR) 65 and 190, approximately 48 miles north of Bakersfield and 30 miles southeast of Visalia. Porterville is roughly 15 miles east of California State Route 99 and 57 miles east of Interstate 5. Porterville serves as a gateway to Sequoia National Forest, Giant Sequoia National Monument, and Kings Canyon National Park. Porterville is within proximity of the communities of East Porterville, Terra Bella, Strathmore, Woodville, Ducor, Earlimart, and Tipton. Porterville is surrounded primarily by agriculture and the Sierra Nevada foothills. The campus of Porterville College is located on the City’s southeast side and has served community college students since 1967.

Regional Location

Many California communities are interested in bringing a regional sports complex to their city. Out-of-town visitors can significantly impact a regional sports park since their spending introduces new money into the local economy. Porterville’s location along State Routes 65 and 190 and near State Route 99 provides easy access to the larger cities of Bakersfield, Visalia, and Fresno. The benefits of a regional facility in Porterville would also go beyond the

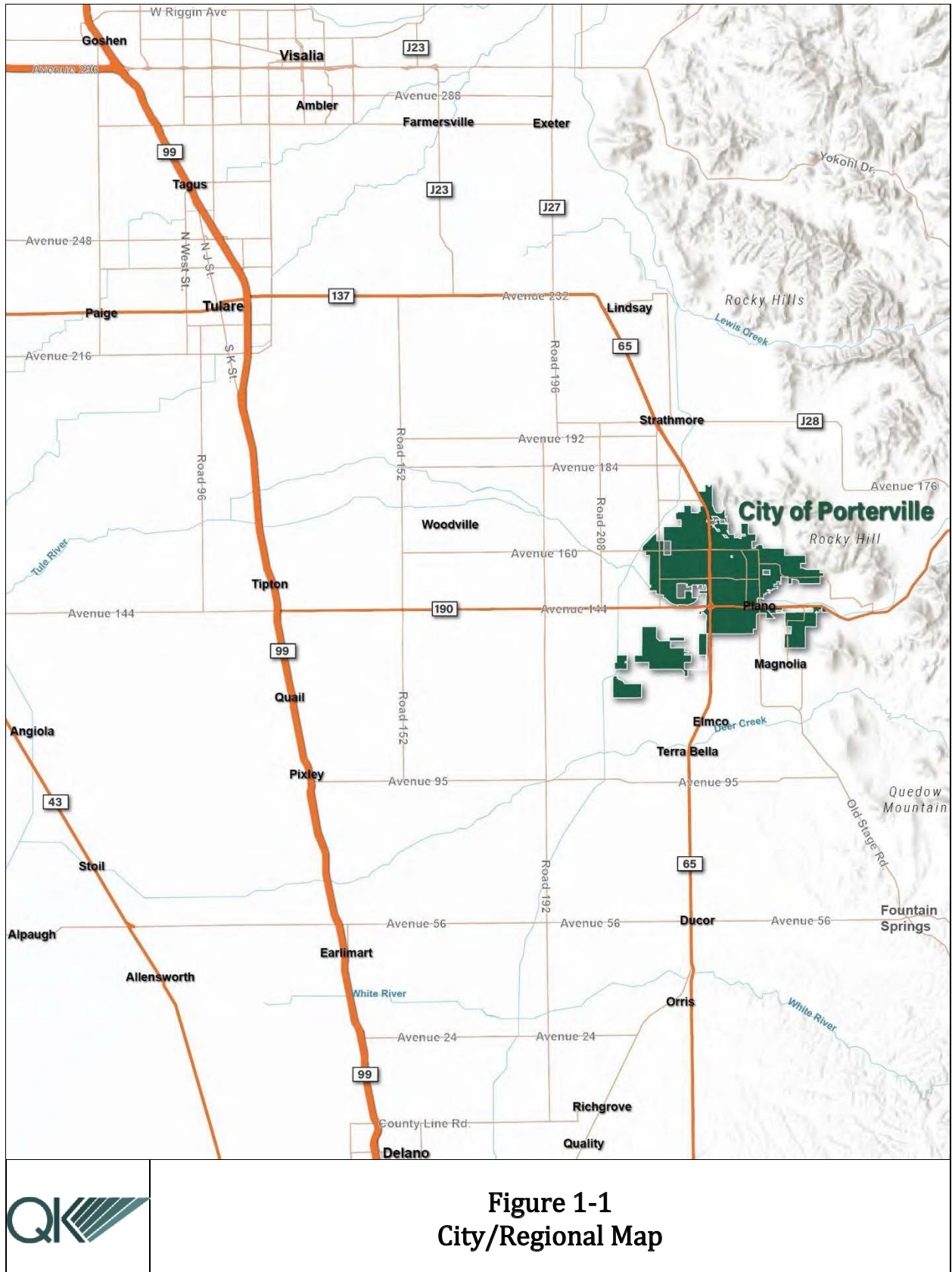
Porterville Parks and Leisure Services Department's financial stability and bring additional tourism to the area other than its gateway position to the area's national parks.

Planning Area Boundary

The Planning Area Boundary is considered an area where the City can plan for growth and, in anticipation, it could allow for the annexation of land within the boundaries. Based on 2005 data from the City's General Plan, the current Planning Area is approximately 21,270 acres.

City Limits

The city limit boundary encompasses the land over which Porterville has jurisdictional authority. The current city limit covers approximately 17.7 square miles in an irregular shape, expanding north and south along SR 65 and east to west along SR 190.



SECTION 2 - COMMUNITY PROFILE AND DEMOGRAPHICS

This section provides an overview of the demographics, housing, income, and education association with poverty levels for the City of Porterville. Porterville has experienced relatively slow population growth compared to the County of Tulare and the State of California. The analysis uses data from the U.S. Census Bureau (2019–2022) American Community Survey estimates and the ‘Economic Conditions and Trends Report’ developed by BAE Urban Economics, an economics and real estate advisory consultant, in coordination with PlaceWorks for the Porterville General Plan 2030. The Census data was taken in 2020, and the most recent American Community Survey data is from 2019, 2021, and 2022.

2.1 - Population Forecast

Population growth is critical to increasing demand for parks and leisure facilities in most areas. Demographic characteristics can influence the level of service for parks in the City of Porterville. For example, age and income affect an individual’s ability to pursue and utilize facilities. To a lesser extent, employment, education, and ethnicity can also play a role. A demographic overview is presented here to determine park and recreation demands. As mentioned previously, the City of Porterville utilizes the U.S. Census Bureau and BAE Urban Economic ‘Conditions and Trends Report’; most of the data is from the U.S. Census.

The current population for the City of Porterville is 62,558, according to 2023 data from the California Department of Finance. The population projections in Table 2-1 below represent an 8 percent growth rate from 2023/24 to 2039. Although the approximately 0.53 percent average annual growth rate has been on the low end of growth rates, it is similar to the average growth rate of Tulare County (1.7 percent). The population of Porterville is projected to resume its growth in the coming years. According to a population forecast from Tulare County Association of Governments, the population of Porterville is projected to increase from 59,240 (2015) to 64,524 (2030), or an approximately eight percent increase.

**Table 2-1
Population Projections**

	2023/24	2029	2034	2039	Total Growth Rate	Average Annual Growth Rate
Porterville	62,558	64,216	65,874	67,532	8%	0.53% ³

2.2 - Age Distribution

Age distribution is often used to determine a city’s need for park opportunities. It is understood that people in younger and older demographic groups utilize park facilities more

³ Tulare County Association of Government

often, while age groups 35–54 typically do not use parks as much. Recent trends show that senior activity levels have risen. Younger Porterville residents comprise 56 percent of the population, and seniors comprise nearly 21 percent.

Table 2-2 depicts age distribution in the City of Porterville. Residents based on each age group comprise the overall population from 2019 to 2022. Comparatively, the largest age groups are 25–34, 35–44, 45–54, and 55–65, with 47.6 percent of the population. This population group is understood to underutilize parks compared to the senior and younger age groups (U.S. Census Bureau, 2022).

Table 2-2
Age Distribution in Porterville

Age Group	Year	
	2019	2022
Under 18	26.9%	30.0%
18–24	7.3%	12.1%
25–34	11.5%	13.7%
35–44	15.2%	11.2%
45–54	13.0%	12.2%
55–65	10.6%	10.5%
65 and older	15.5%	10.3%

Source: 2019 and 2022 U.S. Census Bureau American Community Survey Demographics and Housing Estimates, Table K200104

2.3 - Race/Ethnicity

Race/ethnicity plays a large part in the utilization of parks and the level of participation in various activities, which could help highlight areas of the City where a park might be better utilized. The City of Porterville has a culturally diverse population, similar to the San Joaquin Valley demographic trends. The population is largely Hispanic (76 percent) and white (21 percent) (Table 2-3). The City contains a below-average amount of other prominent ethnic groups (Asian, Black/African American, Native Hawaiian, and American Indian). Often, languages that reflect the heritage of the residents are spoken. Since the population is predominately Hispanic, there may be challenges with overall communication with patrons, municipal officials, or employers. In some cases, the younger segment of the population is likely the first generation to be English-speaking (U.S. Census Bureau, 2022).

Table 2-3
Race and Ethnicity

Race/Ethnicity Group	2021
Hispanic/Latino (of any race)	76.1%
Not Hispanic/Latino	30.0%
White alone	21.5%
Black/African American alone	0.4%
American Indian and Alaska Native	1.5%
Asian alone	5.0%
Native Hawaiian and Other Pacific	0.2%
Other	0.2%
Two or More Races	18.9%

Source: 2021 U.S. Census Bureau American Community Survey
Demographics and Housing Estimates, Table DP05

Specifically, the Hispanic population group is the predominant ethnic group within Porterville and continues with an incremental growth trend. The non-Hispanic ethnic groups are the next largest ethnic group (combining white, Black/African American, American Indian/Alaskan Native, Asian, Native Hawaiian, and other Pacific ethnicities), exhibiting a slight declining trend.

The following language breakdown is calculated by including the population age group of five years and over. According to the U.S. Census, there is a large population of English-only speakers at 47.4 percent; 52.6 percent are considered bilingual, and 31.5 percent speak English less than very well (U.S. Census Bureau, 2022).

2.4 - Households

The percentage of residents owning their households is similar to renter-occupied households. Owner-occupied households account for 53.1 percent of the occupied houses, and 46.9 percent are renter-occupied. The percentage of renter-occupied housing in Porterville is slightly higher than the national average of 43.3 percent. Furthermore, family households comprising two or more members related by birth, marriage, or adoption account for 76 percent. Of the 76 percent, 52 percent are married couple families. Not all households contain families since a household may include groups of unrelated people living together or a single person living alone. One-person households account for 20 percent of the total occupied households. See Tables 2-4 and 2-5.

Table 2-4
Housing Occupancy Rate

Housing Type	Year	
	2019	2022
Occupied housing units	20,347	18,925
Vacant housing units	552	1,012
Total housing units	20,889	19,937

Source: 2019 and 2022 U.S. Census Bureau American Community Survey Occupancy Characteristics, Table K202501

Table 2-5
Porterville Housing Values

Income Category	Year	
	2019	2022
Less than \$50,000	1,180	575
\$50,000 to \$99,999	577	203
\$100,000 to \$149,999	502	277
\$150,000 to \$199,999	2,931	526
\$200,000 to \$299,999	5,560	4,641
\$300,000 to \$499,999	1,155	3,952
\$500,000 to \$999,999	471	502
\$1,000,000 or more	0	0
Total Owner-Occupied units	12,376	10,676

Source: 2019 and 2022 Census Bureau American Community Survey Selected Housing Characteristics, Table K202509

Park utilization can be directly tied to locations. Typically, parks located in areas where the housing prices and income are lower will be better utilized compared to other neighborhoods. The median price for a home in Porterville in 2022 was \$299,749 (U.S. Census Bureau, 2022). Comparatively, the approximate median home price in Tulare County is \$357,000 ([Tulare County Level Economic Forecast, 2022](#)). According to the Porterville average home price, there are approximately 6,200 owner-occupied homes below the Porterville average. The City's lower housing prices are located north of Tule River and east of SR 65, where community parks are abundant.

2.5 - Socioeconomics

Trends in park planning illustrate that many low-income families take advantage of free or low-cost recreation opportunities, such as playing in parks and attending City-sponsored programs and events. However, low-income families may spend more time at work, leaving less time for recreational pursuits.

According to the Census, the median household income of the City of Porterville is \$55,785 (Table 2-6) (U.S. Census Bureau, 2022). The average California median income is \$91,905. Eighty percent of California's median income is \$73,524. According to California Senate Bill

350, a disadvantaged community has a household median income below 80 percent of the State median income. Therefore, the City of Porterville is considered a disadvantaged community. A significant number of households, 70.3 percent, are living below the poverty line (Table 2-7).

Table 2-6
Income and Benefits

Income and Benefits	2019	2022
Total Households	17,227	18,925
Less than \$10,000	1,330	1,096
\$10,000 to \$14,999	1,663	718
\$15,000 to \$24,999	2,478	1,664
\$25,000 to \$34,999	1,648	2,384
\$35,000 to \$49,999	2,618	2,530
\$50,000 to \$74,999	2,653	3,765
\$75,000 to \$99,999	1,669	2,213
\$100,000 to \$149,999	2,092	2,876
\$150,000 to \$199,999	646	1,020
\$200,000 or more	430	661
Median household income	\$48,823	\$55,785
Mean household income	\$60,972	\$72,468

Source: 2019 and 2022 Census Bureau American Community Survey
Selected Economic, Table DP05

Table 2-7
Education and Poverty Level for the Population 25 years and Over

Poverty Rate with Education	2019	2021
Less than a high school graduate	29.9%	30.3%
High school graduate (includes equivalency)	27.2%	25.7%
Some college or associate degree	31.4%	30.7%
Bachelor's degree or higher	11.5%	13.3%

Source: 2019 and 2021 Census Bureau American Community Survey Educational Attainment, Table S1501

2.6 - Health and Related Factors

Porterville has two major public health concerns: air quality and obesity. A Parks Master Plan can assist in reducing the effect of both these issues.

Hemmed in by mountains and rarely strong winds, air pollution, mainly from diesel- and gasoline-fueled vehicles and agricultural operations, is a major issue in the San Joaquin Valley. The San Joaquin Valley has been deemed an “extreme non-attainment zone” by the Environmental Protection Agency (EPA) for select pollutants. Although the inclusion of parks does not directly affect the air quality in Porterville or the San Joaquin Valley, the installation of trees can sequester carbon in the atmosphere and convert it into oxygen in a

process called photosynthesis. Diseases that may be caused by or exacerbated by poor air quality include asthma and asthma attacks, valley fever⁴, lung and heart disease, cancer, and more. Furthermore, improving and adding more parks promotes a healthier lifestyle, which can reduce ailments that may be exacerbated by poor air quality.

Building and maintaining parks promotes a healthier and less sedentary lifestyle than the inverse. The Robert Wood Johnson Foundation⁵ produces health rankings for states and counties. The foundation explores many aspects of health, including quality of life, healthy behaviors, access to clinical care, socioeconomic factors, and environmental factors. According to the data compiled by this foundation in 2018, the County of Tulare has an approximate 36.3 percent adult obesity rate, even though 63.7 percent of residents have access to available exercise opportunities (Tulare County, 2018). This is roughly similar to a study prepared by the Centers for Disease Control and Prevention referencing the California Department of Public Health, which estimates a 27.6 percent obesity rate (System, 2021). Furthermore, there is a higher prevalence of obesity among people who are low-income and Latino than among people of high-income or people who are white.

One of the purposes of preparing this Parks Master Plan is to identify and maximize the resources available to the City of Porterville and to better serve its constituents. With the information contained within these sections, decision-makers can make a more educated determination.

⁴ Center for **Disease** Control (CDC) claims **valley fever** is endemic in the San Joaquin Valley. This fever is caused by fungus in the soil getting trapped in the air and inhaled by residents. It can cause **pneumonia** and is especially dangerous for seniors.

⁵ The **Robert Wood Johnson Foundation** (RWJF) is the United States' largest philanthropy focused solely on health. The foundation's goal, through the use of grants, is "to improve the health and health care of all Americans." RWJF makes for a range of health issues, including access to care, childhood obesity, and training for doctors and nurses. Other topics of interest to the foundation include social and economic factors that can impact health, including quality of housing, violence, poverty, and access to fresh food.

SECTION 3 - COMMUNITY AND STAKEHOLDER INPUT

3.1 - Community Engagement Plan

QK prepared a public outreach plan that was reviewed by the City staff for their input and acceptance before the outreach process began.

3.1.1 - PORTERVILLE PARKS MASTER PLAN PUBLIC OUTREACH PLAN

Public Outreach Plan

The two workshops identified in the outreach plan provided a variety of methods for participants to interact, learn, and engage in meaningful and comfortable ways (by providing a range of written and verbal input options). QK facilitators helped guide the community through the workshops to ensure all voices were heard and acknowledged.

All workshops were held in the Council Chambers at City Hall and were noticed with posters at a few of the larger and more popular park sites and City Hall, on the City's website, Porterville Recorder, electronic message board on Prospect Street, social media, and in the Parks and Leisure Services office. A recognizable logo was created for the Parks and Leisure Master Plan process that was included in all exhibits and notices. QK prepared posters for the community workshops. QK maintained a list of participants as provided by the Parks and Leisure Services Department and also collected by QK from the public workshops. Participants were noticed via email for future Parks and Leisure Master Plan public events.

QK was responsible for providing meeting minutes for all public meetings related to the Master Plan process. A Spanish translator was available at public meetings by the City and QK.

During the project, QK's main contacts with the City were the Parks and Leisure Services Director and the Engineering and Project Management's Project

PARKS & LEISURE

MASTER PLAN 2024

Fallen Heroes Park

**CITY OF PORTERVILLE
PARKS & LEISURE MASTER PLAN
Community Workshop #2**

Please Join Us at Porterville City Hall for
a Community Workshop on:
Porterville City Hall
291 North Main Street
Porterville CA, 93257

**Thursday
October 26, 2023
5:30-7:30PM**

Refreshments and snacks will be provided.
Raffle Prizes Will Be Awarded at End of Workshop.
Community Survey will be Available on the City's Website and the Workshop.

DISCUSSION TOPICS:

- Review Survey Data from Outreach Meeting #1
- Parks & Leisure 2024 Master Plan Updates
- Your Input on New & Renovated Park Sites & Facilities
- Prioritizing Park Sites & Facilities

Please contact City Parks & Leisure Department if you have any questions regarding this event
(559) 782-7539
email: parks_leisure@ci.porterville.ca.us

This flyer was distributed via emails and posted on prominent sites throughout the City.

Manager. The City's Parks and Leisure Services Director brought additional parks staff into the project for discussion as needed, i.e., site visits.

QK prepared a parks and leisure survey for each community workshop and presented it to City staff for review and comment. The survey was based on input from the site tours with the Parks and Leisure Services Director and the Engineering and Project Management's Project Manager. It included questions about critical issues such as the Porterville Sports Complex, neighborhood and community parks, and trailways. Some of the questions were geared towards gathering both the stakeholders' and community's responses to the following additional issues:

- Demographics of participants.
- Community attitudes/biggest issues facing Porterville.
- Recreation behavior/frequency of use.
- Facility use/perceived barriers to participation at parks and leisure facilities.
- Satisfaction towards facilities and programs.
- Desired improvements.

The participants also accessed the survey via a phone app that they could download from a QR code on the PowerPoint presentation during the public workshops. QK summarized the findings of the survey and reviewed it with City staff. QK team members also provided stakeholders who could not attend the interview the opportunity to participate via an electronic survey. The survey results are included in the appendices of this Master Plan.

Agendas and Minutes

QK was responsible for providing agendas for all public meetings related to the Master Plan process. QK reviewed the agendas with City staff prior to the public meetings. QK was responsible for providing meeting summaries and survey results for all public meetings related to the Master Plan process.

3.2 - Community Vision and Goals

3.2.1 - VISION/MISSION

The City of Porterville's Park and Leisure Services Department has a long-standing mission of "providing excellent customer service, enhancing the quality of life by providing opportunities for public enjoyment, inspiration, education, personal development and cultural enrichment- and providing clean, safe, well-designed parks and facilities." The mission appears on the City's Parks and Leisure Services Department's website.

3.2.2 - GOALS

Prior to the kick-off of the Parks Master Plan with the City of Porterville and the consultant team, QK identified at least seven goals during the start of this project. During the planning process and public outreach with the community and stakeholders, additional goals were

identified, and a list of policies to pursue to meet those goals. A review of past policies that still needed to be implemented entirely or policies that could be maintained were identified in the 2030 General Plan. The seven initial goals are as follows:

GOAL #1: Identify the community's needs and interests.

GOAL #2: Increase capacity to meet future demand (population growth).

GOAL #3: Create a master plan that will successfully compete with other communities for funding opportunities.

GOAL #4: Develop a definitive program for the renovation of existing recreation facilities and the development of future facilities.

GOAL #5: Address accessibility, including park visitors with disabilities.

GOAL #6: Develop a 15+ year "vision" and roadmap for the future of parks and leisure in the City.

GOAL #7: Update park impact fees to fund the acquisition and development of land for park and recreation facilities and upgrade and improve existing parks according to the General Plan.

3.3 - Outreach Summary

3.3.1 - STAKEHOLDER INTERVIEWS

QK met with members of the Parks and Leisure Services Commission, the Parks and Leisure Services Director, the Engineering and Project Management's Project Manager, key sports organizations, educators, and other key stakeholders as identified by the City Parks & Leisure Director to discuss the project and solicit comments, issues, problems, and preferences. QK interviewed the stakeholders at the Porterville City Hall on August 8, 2023. The one-day event (approximately six hours) included prearranged timeslots to interview individuals and solicit responses. Interviewees also had the opportunity to offer their input regardless of the list of prepared questions.

The scheduled interviews with the stakeholders gave the interviewers a beneficial perspective on the issues, concerns, needs, and desires of groups like sports organizations, law enforcement, builders, educators, and the Parks and Leisure Services Commission. Below is a summary of their responses.

The most often used source for information about events and activities in the City was, by far, social media. Emails and announcements at City Council meetings came in second and third, respectively. The most often used facilities by the participants in the City included, in this order, Veterans Park; Tie: Sports Complex and Murry Park and Pool; and Zalud Park.

The most popular activities were walking, jogging, biking, picnicking, gathering at pavilions, and pickleball and tennis.

The stakeholders identified the types of amenities that they would like to see added to the City's parks. They were ranked in this order:

1. Splash Park
2. Trails
3. Court Games
4. Picnic Tables and Picnic Pavilions

When asked what amenity the stakeholders would most like to see added to the Sports Complex, they responded in this order:

1. Amphitheater
2. Trails with Exercise Stations
- Tie for 3rd: More Ballfields and Pool/Splash Pad

When asked where they felt more parks are needed, 40 percent said north of Olive Avenue and west of SR 65. Forty percent said south of Olive Avenue and west of SR 65.

The stakeholders' greatest concerns included, in this order, homelessness, crime/personal safety, and the need for road improvements. No specific streets were identified.

3.3.2 - COMMUNITY WORKSHOP #1: INTRODUCTION TO THE PARKS MASTER PLAN

The QK team and City of Porterville staff are grateful for the numerous comments we received from the community outreach participants, both verbal and written. All information was gathered, analyzed, and compiled for use in this Master Plan.

QK prepared for and conducted Workshop #1, which included an overview of the Parks Master Plan and the planning process; a brief tour with images of current City of Porterville parks; local, regional, and national trends; and National Recreation and Park Association (NRPA) guidelines. This meeting was held in the evening over an approximately two-hour period on August 17, 2023. The meeting was divided into three parts—exhibit boards with voting dots; a PowerPoint presentation with a survey accessed via their phone and a QR code; and a question and answer period/open discussion by the consultant whereby participants expressed their opinions, ideas, and concerns individually.

Exhibit boards with images of City parks were available for review at the entrance as participants walked in, and they were able to write comments and ideas on Post-it Notes and attach them to any of the exhibit boards. Participants were able to view the boards before and after the event as well as during the break. Participants were asked to locate their neighborhood and the park they frequented most often using voting dots on maps. They were also asked to use voting dots to select their preferred type of facility. The list of facilities included: teen club; indoor and outdoor pool; an increase in trailways; outdoor basketball

courts; skatepark; more playgrounds; tennis courts; dog park; splash park; more baseball fields; more soccer fields; outdoor volleyball (grass or sand); outdoor exercise equipment; disc golf course; community gardens; outdoor amphitheater/bandshell; and, a mix of pickleball courts, chess/checker tables, and bocce.

Their preference for the types of amenities the community would like to see in new and improved parks were ranked below as follows:

1. Court Games
2. More Playground Structures and Creative Playgrounds
3. More Trailways and Trail Connections to Neighborhoods
4. Restrooms/Concession Stands
5. Splash Park
6. Indoor Sports Facilities
7. Community Gardens
8. Picnic Areas/Pavilions
9. Volleyball Courts (Indoors and Outdoors)
10. and 11. Tie: Dog Parks and Outdoor Amphitheater
12. Outdoor Exercise Equipment (Stations or Outdoor Rooms)
13. More Senior Activities such as Chess, Bocce, etc.



Example: Lowell Community Garden, Fresno, California. Gardens can be a place where all ages can participate and learn.

Workshop participants were able to access a survey by scanning the QR code shown on the presentation screen. The survey allowed participants to respond to specific questions, including answers to a multiple-choice selection, and select a preference or range of preferences posed to them. The survey was also available on the City's Parks and Leisure Services Department's website, where many residents participated. For a list of the survey questions and the responses, please refer to the appendices.

3.3.3 - COMMUNITY WORKSHOP #2: RENOVATIONS AND NEW IMPROVEMENTS

On October 26, Workshop #2 was held at Porterville City Hall Council Chambers. The QK team prepared a PowerPoint presentation that included a recap summary of Survey #1 results as well as comments and exhibit results received at the first workshop. Based on the data collected, Survey #2 was revealed and made available for the community to assist in prioritizing park renovations and improvements. The schedule for the remainder of the project/completion of the Master Plan was also identified. The workshop included exhibits for park improvements and prioritizing current and future park improvements. The material was also provided for inclusion on the City's website for public consumption and comments.

Some of the results of the workshops and online surveys hosted by the City included prioritizing improving Porterville parks. Generally, the community was satisfied with the existing park infrastructure but would like to see Citywide quality park acreage proportionate to the City's growth rate and improve park access for all residents.

The survey results were as follows. The residents' preferences are shown below, and additional survey results can be found in the appendices of this Master Plan.

- The participants selected the Porterville Sports Complex as their first choice for renovations and improvements.
- They chose the Sports Complex as their preference for a new splash park. They would like to see community gardens located at one of the new future neighborhood parks rather than other park locations.
- They chose a light and sound performance stage as their first choice for improvements at Veterans Park.
- They wanted to see the pool and deck improved first over other renovations and new improvements at Murry Park and Pool.
- They preferred new lighting along the sidewalks and other areas at Zalud Park over other site improvements.

3.3.4 - PARKS AND LEISURE SERVICES COMMISSION MEETING

On Date, 2024, a virtual presentation was held with the City Parks and Leisure Services Commission to present a summary of the draft Parks Master Plan and gather any input they might have after reviewing the document and the summary presentation. At the end of the meeting, the commissioners voted to recommend the Master Plan to the City Council for approval.

3.3.5 - CITY COUNCIL MEETING

On Date, 2024, a presentation was held with the City Council to present a summary of the draft Parks Master Plan and gather any input they might have after reviewing the document and the summary presentation.

3.3.6 - SUMMARY OF SURVEYS

A summary of the survey results of the community input and stakeholder interviews can be found in the appendices of this document.

SECTION 4 - TRENDS

Since the provision of public parks and leisure services can be influenced by demographic preferences, the Master Plan process identified local, regional, and national recreation trends that help define what Porterville residents may be seeking either now or as the City grows. Resident demographics using local community input and research of relevant trends can produce critical insights that help to plan for the future. This section reviews local, regional, and national recreation trends relative to Porterville's demographic and identified interests. A city can adapt its park requirement planning and development focus by learning from new shifts in participation in indoor and outdoor recreation, sports, and cultural programs.

4.1 - Local

Local trends are identified by listening to the residents of Porterville to determine their interests and desires for recreation amenities in the City. A preference by the community is not necessarily a trend, but a preference may result because it is a trend. The top trends that the consultant team heard from listening and from survey input included the following, in no particular order:

- More playgrounds or new equipment/expansion of existing playgrounds.
- More trails, including expanding existing trails and loop trails in parks like the Sports Complex, Veterans Park, and Zalud Park.
- Splash parks are already a trend in many Central Valley communities due to the extreme summer heat conditions.
- More court games like pickleball, basketball, and volleyball available throughout all community neighborhoods.

Recent park renovations in nearby communities in Tulare County can also reflect the trends occurring locally. Examples of local trends in city parks in the Central Valley include:

Lindsay. Lindsay, 11 miles north of Porterville, is celebrating food trucks and local cuisine by providing space and advertising at their recreation facility and yoga classes at the wellness center. This information can be located on their website. [Recreation, Wellness, & Aquatic Center | Lindsay California](#); [Food Truck Takeover | Lindsay California](#)



Splash Park at Inspiration Park in Fresno, California.

Earlimart. A new award-winning park in Earlimart, 18 miles southwest of Porterville, has an outdoor classroom, a community garden, and a performance stage. The 8.46-acre park features an aesthetically pleasing system of infiltration swales and gabion site features to direct and filter stormwater runoff. Local high school students were involved in the design of artwork displayed on the shade structure. They also designed cartoon tiles that represented life in their community.

Tulare. Zumwalt Park, an existing three-acre park in Tulare, 19 miles northwest of Porterville, is being renovated, and new improvements will include an amphitheater with stage and tiered seating, lighting and landscaping improvements, playground, splash pad, fencing, and restroom building.

Corcoran. In December 2021, the City of Corcoran broke ground on Gateway Park. It will greet people entering Corcoran and include a pump track for bicycling, which will be the largest track for the sport in North America. Other amenities include pre-fabricated restroom facilities, a shaded inclusive playground, a multi-use athletic field, a walking/jogging loop trail, and exercise equipment stations.

4.2 - Regional

This section looks at two approaches to regional trends. First, it identifies cities within three California regions and how each may have reached or is not reaching their park acreage ratios per 1,000 residents as identified in their General Plans and/or Parks Master Plans. Second, it looks at the recreational facility trends in cities throughout the San Joaquin Valley.

4.2.1 - REGIONAL TRENDS IN PARK RATIOS AND PARK ACCESS

Within Tulare County and much of the Central Valley, many communities have much less park and open space designated acreage per 1,000 residents than more densely populated areas of the State. Furthermore, Tulare and neighboring counties have higher rates of disadvantaged populations than other regions of the State. Disadvantaged communities typically include areas that have lower overall income levels but can also include deficiencies in local facilities, such as parks and leisure spaces.

Within Tulare County, just 45 percent of the County's residents live within half a mile of a park or public elementary school, a factor that is linked to higher rates of certain illnesses as well as poverty. Fifty-five percent of Tulare County residents live in areas with less than three acres of park and open space per 1,000 residents. Direct impacts associated with living further from parks and open space include decreased physical activity, which leads to increased poor health issues and health costs overall. With the region being disadvantaged in terms of income, reducing any ancillary costs, such as health care through the promotion of exercise at parks or trailways, would be beneficial.

Three cities with similar populations to Porterville include Tulare, Madera, and Lodi. Tulare's General Plan and current ratio of park acres per 1,000 residents are 3.0 and 3.35, respectively. Madera's General Plan and current ratio of park acres per 1,000 residents are

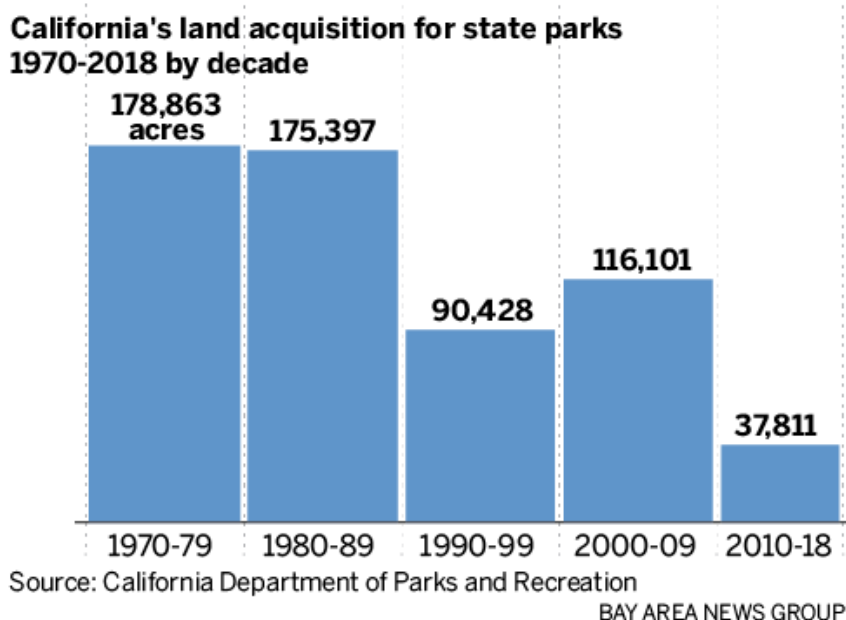
3.0 and 4.56, respectively. Lodi's General Plan and current ratio of park acres per 1,000 residents are 5.0 and 6.21, respectively. It should also be noted that cities like Hanford have General Plan policies that include a portion of the recreational facility acreage of school sites and joint-use agreements to meet their park requirements. Table 4-1 compares cities in the Central Valley, Bay Area, and Southern California with the City of Porterville for five factors based on population, park acreages, and income.

Table 4-1
Comparison of Park Demographics between Regions and Cities in California

Comparable City (County)	Percent of Residents further than a half mile from a park	Percent of residents living with less than 3 acres of parks or open space per 1,000 residents	Median Income per Household	General Plan Policy of Acres per 1,000 residents	Current Ratio of Acres per 1,000 residents
CENTRAL VALLEY					
Porterville (Tulare)	42%	44%	\$48,955	5.0	4.45
Atwater (Tulare)	16%	53%	\$41,619	3.0	3.37
Madera (Madera)	54%	78%	\$42,027	3.0	4.56
Reedley (Fresno)	10%	13%	\$46,002	4.0	2.63
Manteca (San Joaquin)	29%	17%	\$82,538	5.0	4.56
Hanford (Kings)	49%	65%	\$53,543	3.0	3.08
Los Banos (Merced)	7%	0%	\$45,665	10	6.30
Delano (Kern)	50%	58%	\$36,244	3.0	1.89
Tulare (Tulare)	42%	81%	\$36,244	3.0	3.35
Lodi (San Joaquin)	17%	43%	\$48,662	5.0	6.21
Arvin (Kern)	43%	64%	\$42,961	3.0	2.70
SAN FRANCISCO BAY AREA					
Gilroy (Santa Clara)	30%	37%	\$107,729	5.0	2.34
Santa Cruz (Santa Cruz)	0%	26%	\$67,714	4.5	3.63
Newark (Alameda)	2%	48%	\$127,619	3.0	3.11
Watsonville (Santa Cruz)	4%	73%	\$67,007	3.0	3.11
Danville (Contra Costa)	42%	26%	\$239,310	6.5	6.6
SOUTHERN CALIFORNIA					
Redlands (Riverside)	22%	20%	\$87,184	5.0	6.0
Arcadia (Los Angeles)	13%	78%	\$99,588	2.43	2.38
Montebello (Los Angeles)	9%	84%	\$66,584	5.0	5.37
Lynwood (Los Angeles)	13%	93%	\$61,612	5.0	7.3
San Jacinto (Riverside)	34%	25%	\$62,144	7.5	13.0
Imperial Beach (San Diego)	5%	68%	\$68,917	5.0	3.0

Source: Parks for All Californians: Community FactFinder (parksforcalifornia.org)

Although California has seen recent trends in attempts to increase parks and leisure facilities through the implementation of acquisition provisions, such as the Quimby Act or the Mitigation Fee Act, on a Statewide level, State-operated park space has severely leveled off. In the 1970s, the total acreage acquired by California for State parks was almost 180,000 acres. Since 2010, the State has acquired only 37,811 acres. In 2017 and 2018, no new acreage was added to the State park system for the first time in almost 50 years.



There is limited space within the State to acquire land for such uses; however, the steep decline could be an indication that the State is nearing the end of acquiring new State lands and transitioning the responsibility of providing parks and open space to more local agencies, such as cities or special districts. With the increases anticipated in population growth and perhaps migration from other areas of the State, State park facilities are expected to be more impacted by overcrowding, resulting in diminished quality of park facilities if measures are not taken in the form of funding or proper maintenance (Rogers, 2019).

4.2.2 - REGIONAL TRENDS IN FACILITIES

Regional trends identify recreational facilities being proposed by cities throughout California, particularly in Central California, Southern California, and the Bay Area. Some common themes include a focus on walking and hiking, outdoor swimming pools, and aquatic-based activities, including competition pools and team sports.

To minimize annual operational costs, the trend in aquatics development has been to create a combination of multi-purpose recreational pools, water slides, water play/splash play areas, and shallow areas for swimming lessons all in one facility. The facility should be located in a central part of town accessible to all residents. Zalud Park, though not in the center of the City, has an approximate three-mile radius/distance from most City residents.

Pickleball, e-sports, and disc golf have all experienced an increase in participation in recent years. Tackle football and fast-pitch softball have seen a significant decline in recent years. Recent trends related to concerns over concussions resulting from football have sparked a new interest in touch football programs.

Soccer, as a year-round sport, can have an immense impact on natural turf fields. Future recommendations suggest cities consider constructing a ratio of approximately one of every three sports fields as lighted, synthetic turf fields wherever sports complexes are being planned to obtain maximum usefulness of the investment. The long-term water and maintenance cost savings will benefit the sustainability of City operations. Synthetic turf can also be used for other sports, including baseball, touch football, lawn bowling, and more.

Other regional facility and program trends include themed special events, social recreation events, fitness enhancement classes, and health and wellness education. These were all identified as the top four most commonly provided regional program areas. Other regional trends include, in no particular order:

- Themed special events, social recreation events, fitness enhancement classes, and health and wellness education were all identified as the top four most commonly provided program areas offered regionally.
- Teen Club/Community Center.
- Dog parks, including multiple small dog parks.
- Gymnasiums.
- Sports Complexes.
- Indoor and outdoor basketball courts.
- Greenways/paths/interconnected trailways for running, biking, and dog walking. Fitness walking remained the most popular fitness activity.
- Incorporate renewable energy opportunities where appropriate to reduce future operating costs.
- Incorporate new types of play elements and features when making playground improvements, such as:
 - o Music gardens.
 - o Nature play elements in existing parks.
 - o Destination play areas or themed playgrounds.
- Diversified recreation opportunities, adding facilities such as lawn bowling, a bike skills area/pump track, pickleball courts, exercise stations, and a climbing structure.
- Outdoor events space for concerts and events.
- Rental facilities at picnic areas.

Porterville is doing well at providing most of the regional trending facilities such as baseball/multi-purpose fields, tennis/pickleball courts, basketball courts (lighted and unlighted), an outdoor swimming pool, splash play, skatepark, and playgrounds. The City does not have an outdoor amphitheater/stage, lawn bowling, or community gardens. Exercise stations (par course) exist along Zalud Park paths and are planned along the Santa Fe Byway. The City does have an outdoor gym at Fallen Heroes Park on the City's southeast

side. The City is currently expanding its greenways/trails for running, biking, and dog walking.

4.3 - National

The National Recreation and Park Association (NRPA) provides the most comprehensive source of data benchmarks and insights for park and recreation agencies, which produces an annual report summarizing the benchmark data contributed by nearly 1,100 park and recreation agencies. According to the 2023 NRPA Performance Review:

- There are typically 10.8 acres of park per 1,000 residents, with a lower quartile of 5.2 acres per 1,000 and an upper quartile of 17.1 acres per 1,000 residents.
- There is typically one park for every 2,287 residents, with a lower quartile of 1,260 per park and an upper quartile of 4,298 residents per park.
- The typical park and recreation agency has:
 - o One playground for every 3,759 residents.
 - o One basketball court for every 7,404 residents.
 - o One outdoor tennis court for every 5,860 residents.
 - o One dog park for every 43,532 residents.
- 84 percent of park and recreation agencies have trails, greenways, and/or blueways as part of their outdoor infrastructure. The typical park and recreation agency that manages or maintains trails for walking, hiking, running, and/or biking has an average of 15 miles of trails in its network.

Throughout the United States, facilities may vary depending on locale and local resources. Table 4-2 is a breakdown of the percentage of each type of facility present at parks and the number of residents per type of equipment/facility by public agency.

Depending on demographics and climate, the need and availability to use certain facilities will vary. However, this provides a glimpse of what types of facilities are most common throughout the United States and what the average residential population needs to fully utilize each specific facility. For instance, the likelihood of an ice rink being utilized within the City of Porterville is extremely low, given the climate as well as the type of sports that are played. However, that does not eliminate the fact that a rink utilized for roller rather than ice hockey could be acceptable in the City. The following national trends may influence park facilities and programs for the next 15 years.

Table 4-2
2023 NRPA Park Facilities Review

Rank	Park Equipment/Facility Type	Percentage Present at Parks	Resident Per Facility Type
1	Playgrounds	95%	3,759
2	Basketball Courts	86%	7,404
3	Tennis courts (outdoor only)	76%	5,860
4	Diamond fields: baseball - youth	79%	6,608
5	Diamond fields: softball – adult	63%	15,345
6	Rectangular fields: multi-purpose	50%	7,228
7	Diamond fields: softball – youth	63%	11,384
8	Dog parks	68%	43,532
9	Diamond fields: baseball – adult (1)	54.7%	20,412
10	Swimming pools (outdoor only)	51%	38,685
11	Tot Lots	48%	11,649
12	Rectangular fields: soccer field – youth	50%	7,228
13	Community Gardens	52%	31,395
14	Multi-use courts: basketball, volleyball	27%	15,948
15	Rectangular fields: soccer field – adult	42%	13,692
16	Skatepark	41%	53,144
17	Multipurpose synthetic field	25%	36,884
18	Ice rink (outdoor only)	18%	17,741
19	Rectangular field: lacrosse field	11%	26,411
20	Rectangular field: cricket field	14%	139,248
21	Overlay field	9%	14,763
22	Rectangular field: field hockey	4%	20,909
23	Community Gardens	52%	31,395
24	Outdoor Pickleball	31%	13,922

Source: 2023 NRPA Agency Performance Review – Park Facilities

Combating the Increasing Rate of Obesity. Combatting the increasing rate of obesity has become a national trend. According to the Organization for Economic Cooperation and Development (OCED), the United States has had an obesity rate that has risen at rates far greater than other developed countries worldwide. The rate was 14 percent in the mid-1970s but has grown to 40 percent in the 2010s to 41.9 percent in 2023 with no sign of leveling off. It is estimated that the obesity rate in the United States will reach almost 50 percent by 2030 without significant policy changes regarding health-related sectors, such as nutrition, but also the availability of facilities where fitness activities are possible, such as parks and trails.

Combating Increased Opioid Use. Given the rise in opioid use nationwide, the design of parks, where much drug use may take place after normal operating hours, is an important factor that could help stem the progression of opioid use. This trend has led agencies to

revisit their designs of park facilities to promote better visibility of employees, passing-by law enforcement, and surrounding neighbors to discourage this type of behavior. These design changes include but are not limited to improving sightlines near restrooms and changing their placement, reducing the number of benches or removing benches altogether, installing security cameras, and adding security lighting at critical locations.

Nationwide Fitness Activity Trends. According to the Sports and Fitness Industry Association (SFIA), high-impact intensity training (HIIT) and cross-training style workouts, or CrossFit, are two top trending aerobic activities. These workouts combine elements of gymnastics, weightlifting, running, rowing, and other sports to create a varied fitness regime. Regarding individual sports, off-road triathlons have seen a seven percent average annual growth for the last five years. These races, such as XTERRAs, consist of a competitive combination of swimming, mountain biking, and trail running. Pickleball, a paddle sport mixing badminton, tennis, and table tennis, is still trending, gaining an average of 11.5 percent growth each year. Cardio tennis is growing at a rate of 9.1 percent. Cardio tennis is a fitness program that combines a full-body workout with elements of tennis.

Generational Changes. Activity participation varies based on age, but it also varies based on generational preferences. Regarding generational activity, according to the SFIA report, Millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28 percent of Generation X were inactive, with one-third of Baby Boomers inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling, aquatic exercise, and walking. At least 65 percent of Generation Z were casually active in 2017, according to the 2018 SFIA report. This mix of age groups suggests that cities like Porterville should strive to create parks that offer a variety of multigenerational activities. According to the Pew Research Center’s 2023 report, the generational age groups in the City of Porterville and nationally are as follows:

- Generation Z, ages 11–26: 20.88 percent.
- Millennials, ages 27–42: 21.67 percent.
- Generation X, ages 43–58: 19.61 percent.
- Baby Boomers, ages 59–77: 20.58 percent.
- The Silent Generation, 78+ years old: six percent.

Technology. Technology is having a greater impact on parks than ever before. Lower costs, technological simplification, and mass production make high-tech inexpensive and accessible to park and recreation agencies. In the near or perhaps distant future, park and recreation agencies may embrace the use of more and more technology for a variety of purposes, including monitoring of park visitors, biometric identification at entrances to public facilities and programs, and scientific uses, such as surveying fire-prone landscapes and charting the spread of invasive species. Facial recognition software may be coming to parks and leisure sooner than we think, as it already has for transportation, retail businesses, and law enforcement.

- *Electrification.* One of the most far-reaching and essential trends affecting parks and leisure is the electrification of much of what we use to conduct the industry, such as

buildings, vehicle fleets, lawnmowers, and landscape equipment. The changeover from fossil-fueled to electric power will be far quicker than anticipated.

The implementation of a program to loan off-road, tracked, powered wheelchairs to persons with disabilities in parks is a remarkable step forward for visitors experiencing mobility challenges.

- *Beacon Counters.* The most tantalizing technology developments for 2023 are monitoring systems, such as beacon counters and geofencing, that can be used in parks. Beacon counters are simple, relatively inexpensive Bluetooth-enabled devices that can be mounted in various locations, interior and exterior, that detect a person's presence through their cellphone signal and relay that information to a central location. Geofences utilize RFID or GPS technology to locate people within larger areas. Brian Albright, Director of San Diego County Parks and Recreation, says, "Many of our parks are free without staff, so we have no way of monitoring and counting how many people are using the parks, what the most popular areas are, times of day, etc. The beacon counters attach to light poles, fencing, and signs and power themselves through photovoltaic cells. We can collect and monitor the data remotely from our headquarters office at any time."
- *Drones.* Recreational drones are becoming increasingly accepted in park settings. With advances in technology, reduced prices due to mass production, and greater public acceptance, drones are becoming just another type of tech recreation. However, fears of some park managers concerning privacy intrusions and safety violations persist. Likewise, the proximity of some parks to a local airport could also create a problem. In parks, the promise of drones in assisting in public safety missions and improving public security continues to make this specific type of technology more enticing. The future of drone use in Porterville may be a distant opportunity. Drones are currently being used for pollination and other agricultural tasks.

eSports. With revenue topping a half-billion dollars annually and a global audience of 400 million annually, eSports are more than a fad. In eSports, spectators sit and watch individuals or teams of players compete in a variety of electronic games, cheering ardently for their favorite champions or teams.

With slick marketing, intensive promotion, and exciting competition for participants and audiences alike, this sedentary recreational activity poses a conundrum for parks and leisure. It is problematic in combatting childhood obesity, getting kids on their feet, and being physically active.

Despite its sedentary nature, eSports is a form of recreation virtually guaranteed to draw crowds of young people into recreation facilities and venues. eSports events and tournaments have excellent potential for revenue generation and facility utilization. Is it possible for public parks and leisure to convert this enormous potential into a means of promoting health, physical activity, and social cohesion for young people?

Several park and recreation agencies will likely sponsor eSports tournaments in 2024, combining digital gaming with supplemental events and physical activity challenges. For participants, this will offer maximum fun in combination with heart-healthy physical activities, gaining the best of what can be an outstanding opportunity for parks and leisure agencies to attract and engage youth.

Parks and Leisure as Anchor Institutions. Anchor institutions are enduring nonprofit organizations that create strong social, economic, and healthy bonds within communities. Traditionally, most anchor institutions have been “eds and meds” (schools and medical centers), that is universities and hospitals. Park and recreation systems have not often been regarded as anchor institutions. Still, there is an increasingly strong case to include parks and leisure as a critical community support system in the top ranks of anchor institutions. Positioning parks and leisure in this way will help shape a new narrative of the value of parks and leisure to communities, i.e., “community wellness hub.” Parks and leisure can prove they are vital because they enable community members to connect daily in a way that transcends the ways that schools and medical centers do. Could the City’s new community center at the Santa Fe Byway be its new “anchor institution”?

Dog Parks. Dog parks are one of the fastest-growing types of parks in the country. The nearly 90 million dogs in the United States must have a place to run, play, and socialize with other dogs. Larger dog parks have become destinations and can contribute significantly to agency revenues and tourism. Increasingly, for many, dogs are regarded not just as part of the family but as children. A typical guideline for dog parks is that a community should have a minimum of one facility for every 43,000 to 50,000 residents, as identified by Statista’s “Sports and Recreation Parks and Outdoors 2018” and 2023 NRPA Parks Facilities Review. A typical dog park ranges from one-half to one acre. The 1.7-acre dog park at the Porterville Sports Complex should serve the community well. However, the City should still consider installing additional dog parks in targeted residential areas throughout the City that would encourage walking and more local interaction while reducing vehicle miles traveled.

Themed Playgrounds and Splash Parks. Themed playgrounds and themed splash parks continue to be a popular trend. A splash park, also referred to as an aquatic playground, spray ground, splash pad, or waterplay, is a recreational area designed specifically for interactive water play. Unlike swimming, wading, or paddling pools, splash parks have no standing water. Splash parks improve public space and provide an ideal setting for family recreation. Another reason for their popularity is that splash parks are less expensive than pools and require less maintenance and oversight. Whether they echo a medieval castle, pirate ship, or outer space, these themed play spaces break the mold of traditional playgrounds to battle ever-shrinking attention spans. For example, Morgan’s Wonderland Inspiration Island Splash Park in San Antonio, Texas, which carries a pirate theme, allows children of all abilities to pretend to set sail on a pirate ship or search for buried treasure as they keep cool while playing in the sun. Large, themed playgrounds should be components of flagship or larger neighborhood and community parks. Sizes can range from 5,000 to 10,000 square feet and larger, such as the nearly 14,000-square-foot playground at Inspiration Park in Fresno and its 4,400-square-foot nearby splash pad.

Increase in Indoor Activities. Indoor commercial recreation experiences are replacing some traditional public park facilities. Some new indoor facilities that are growing by leaps and bounds include trampoline centers, climbing facilities, and multi-sports 'bubbles' that have turf-play areas for baseball, lacrosse, football, soccer, and other field sports.

Most private-sector, for-profit facilities may supplant public park and recreation programs and facilities. With outdoor temperatures rising due to climate change and some areas of the country experiencing extreme heat in the summer months, there is a growing market for such indoor pay-to-play recreation, which, in many cases, is overtaking the capacity of public parks and leisure to offer these recreation amenities but leaving such experiences out of reach for those who cannot afford it.

Outdoor Yoga. Yoga is one of the fastest-growing wellness trends, and its popularity is only expected to climb. Thirty-six million Americans currently practice yoga. Nearly one-third of yoga enthusiasts practice the activity outdoors. The number of yoga practitioners over 50 has tripled in the last three years. The number of men practicing yoga went from four million to 10 million between 2012 and 2016, an increase of 150 percent. 2019 statistics list yoga as one of the top 10 fitness trends in the world. A park can add an outdoor yoga space in a serene location away from noise, cultivating a sense of calmness and peace. Cities could look for a green space with beautiful flowers or trees nearby. Outdoor yoga spaces require little room and are usually located in an isolated area or next to a playground for parents who wish to practice yoga and watch their children. A 50-foot by 50-foot area is adequate and could serve up to 40 yoga enthusiasts or more.

Pickleball. More than 4.8 million players play pickleball in the United States. Many Americans play tennis, but pickleball is a lot easier on the body. Pickleball is a sport that anyone can enjoy. The 14.8 percent growth from 2020 to 2021 follows the 21.3 percent growth the previous year and contributes to an 11.5 percent average annual growth rate over the past five years. Sixty percent of the total participants are men, and 40 percent are women, with a slightly faster growth rate among women. The average age for all players continues to drop, to 38.1 years old in 2021, a decrease of 2.9 years from 2020. The average age of core players is 47.9, and casual players are 34.3 years old. Fifty-two percent of core players are 55 or older, while 79 percent of casual players are 54 or younger. Growth of total participants from 2020 to 2021 was the fastest among players under 24 years of age (21 percent). Another reason for the sport's popularity is that many people are migrating from tennis to pickleball. Tennis courts can be easily striped for pickleball players. Utilizing tennis and pickleball courts for dual usage can be a cost-saving approach for two



Pickleball is a sport for all age groups.

sports on one court. The popularity of pickleball tournaments continues to grow; they can be local, regional, or national events.

Connectivity. Parks have long offered community-based walking programs. Building and connecting trails and greenways to parks and neighborhoods have become top priorities for regional planning boards and municipal agencies. The City of Porterville has succeeded with trails on abandoned rail lines along the Tule River Corridor and the Butterfield Historic Corridor. The City continues to develop more segments. Some communities have greenways that connect to streets, neighborhoods, and parks. One of the trends, both past and future, has been for many public agencies to provide this connectivity throughout their community. The cities of Davis and Chico are examples of California communities well-connected by greenbelts and trails.

SECTION 5 - INVENTORY AND NEEDS ASSESSMENT ANALYSIS

This section of the Master Plan provides an overview of existing parks, trails, and recreation facilities within the City of Porterville. An understanding of existing resources is essential to beginning the needs evaluation process. A diverse combination of community parks, neighborhood parks, miniparks, and trailways provides opportunities for many community and personal activities for recreation, health, education, and cultural enrichment within the City.

5.1 - Methodology

The QK team toured each of the City's parks and trailways with Parks and Leisure Services staff members, digitally photographed the facilities, and listened to staff members regarding their issues, concerns, and likes and dislikes about each property.

5.2 - Parks and Facilities by Classification

The City of Porterville prides itself on providing its citizens with the highest quality parks and leisure. The parks and leisure facility inventory indicates a broad range of passive and active opportunities on 281.3 acres of land, well-dispersed throughout the City. The current park acreages are analyzed against a ratio of park or recreation facilities per 1,000 population. Local agencies can adopt their standards, but often, agencies tend to look toward national and regional standards. The current population of Porterville is 62,558, with an average household size of 3.3 residents, which averages out to 4.45 acres of parkland per 1,000 population. Unlike the cities of Hanford and Clovis, California, school recreation facilities are not included in the average per 1,000 population.

5.2.1 - PARK CLASSIFICATIONS

The Master Plan suggests the classification of parks into four categories: Minipark, Neighborhood Parks, Community Parks, and Trailways. A fifth classification, Regional Parks, is identified as parks larger than 25 acres, service the region and nearby cities, and provide a range of activities, including passive and active recreation but primarily sports field games such as soccer, football, and baseball/softball. Porterville does not have a regional facility. Another classification, Specialty Parks, previously included the dog park at Porterville Sports Complex and the skatepark at Veterans Park, but for this study, they have been moved into the Community Park classification with their larger namesake.

Minipark

For this Master Plan, miniparks in the City of Porterville are most often found in residential neighborhoods developed as an amenity to serve the immediate neighborhood. They can be reached by foot in around five minutes or less and are generally located less than one-quarter mile from the furthest residence. Miniparks are usually less than one acre and can be linear parks that separate the ends of cul-de-sacs or greenways that connect adjacent streets. At a minimum, miniparks include a playground, picnic tables, barbecues, benches, and shade.

Lighting is usually available from the adjacent streets. Larger miniparks (between one half to one acre) may provide basketball and/or volleyball. Following are the Porterville miniparks and their sizes:

- Centennial Park (0.4 acres)
- Lime Street Park (0.5 acres)
- Lions Minipark (0.3 acres)
- North Park (0.2 acres)
- **TOTAL: 1.4 acres**

Neighborhood Park

For this Master Plan, neighborhood parks in the City of Porterville are designed to meet local neighborhood needs. They are intended to be within walking or bicycling distance of less than a one-half-mile radius. Neighborhood parks usually emphasize child-oriented and family-oriented activities. They typically range in size from one acre to eight acres, and the size can generally be as much as 25 acres when attached to a storm basin. The storm basins are generally used for open play, sports field games, and perimeter walking/jogging trails. Off-street and on-street parking are permitted. Following are the Porterville neighborhood parks:

- Fallen Heroes Park (2.3 acres)
- Henry Street Park (5.4 acres)
- Burton Ballfields (5.3 acres)
- Hayes Field (7.5 acres)
- **TOTAL: 20.5 acres**

Community Park

For this Master Plan, community parks in the City of Porterville are designed to serve both the City as a whole and a group of neighborhoods. While community parks may include neighborhood park amenities and act as neighborhood parks as well, the focus of a community park is often on meeting community-based recreation, athletics, and open space needs. Two examples would be Veterans Park and Murry Park. Typically, the service area ranges from one mile to as much as a three-mile radius. Parkgoers typically drive to community parks, so off-street parking is required. The acreage ranges in size from seven to twenty. Community park facilities are most often oriented towards family and adult activities, such as tennis courts, community centers, swimming pools or splash pads, sports fields, walking paths, picnic areas and/or picnic shelters, and night lighting. In some cases, a park with a single athletic field or two athletic fields providing a venue for community athletic organizations may fall into this category regardless of its size. Community parks should be reachable from the City's arterial roadways so that traffic can be avoided from travel through residential neighborhoods. Following are the Porterville community parks:

- Fourth Street Park (11.8 acres)

- Murry Park (36.1 acres)
- Porterville Sports Complex (72.7 acres)
- Santa Fe Sportsplex (12.0 acres)
- Veterans Park (26.5 acres)
- Zalud Park (14.6 acres)
- **TOTAL: 173.7 acres**

Trailways

For this Master Plan, trailways are linear paths, usually along a canal, watercourse, or old railroad right of way or an easement that provides access to canal trails or rail trails. Trail easements can vary in width up to 100 feet. The paths are usually a paved or DG surface from eight to 10 feet wide. Shade trees, bench seating, and trash containers are preferred. Following are the Porterville Trailways:

- Butterfield Historic Trail (23.1 acres)
- Santa Fe Byway (14.3 acres)
- Tule River Parkway (48.3 acres)
- **TOTAL: 85.7 acres**

Specialty Park or Facility

Specialty Parks or Specialized Recreation, as identified in the 2023 Porterville General Plan, previously included the dog park at Porterville Sports Complex and the skatepark at Veterans Park, but for this study, they have been moved into the community park classification with their larger namesake.

Park Needs Consistent Throughout the City

Overall, each park's needs are as follows. Most parks need ADA ramps to playgrounds or nearby public sidewalks, park ID signage, and rules signage. Each park should target playground replacement every 15–20 years or as needed. Playground wood chips or engineered Fibar are the preferred surfacing, but pour-in-place surfaces could be pursued in conjunction with a splash pad or as part of a larger park facility. Benches, trash cans, and picnic tables should be replaced and maintained. Lighting should be provided where possible, particularly solar lighting. Parking lots should be sealed and striped every two to five years. See Section 8 for a more detailed list of needed park improvements and renovations.

5.2.2 - DESCRIPTIONS OF EXISTING PARKS

Miniparks

CENTENNIAL PARK – 296 NORTH MAIN STREET

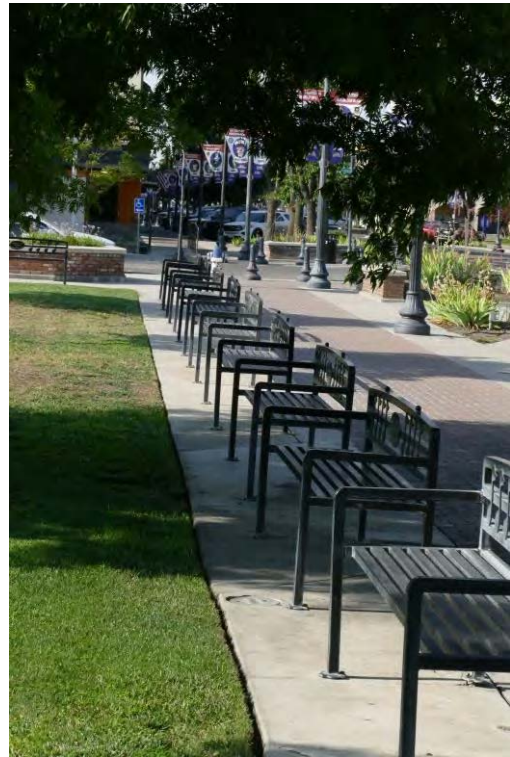
Centennial Park is a 0.4-acre site located directly across from City Hall at the corner of Cleveland Avenue and Main Street. This site is commonly used for events at the center of the City. The park features benches, a gazebo, a “Time Marches On” post clock, a large mural, and landscaping. The park is mostly grass that needs reseeding or sodding in several areas. Synthetic turf should be considered as a replacement for the existing lawn. The area in front of the gazebo is used for bands to set up and perform and needs to be increased in size for both the performers and residents who want to “get up and dance.”

LIME STREET MINIPARK – SW CORNER LIME STREET AND BRIGHTWOOD COURT



The upper slopes of the storm basin at Lime Street Minipark are an opportunity for trails and benches.

the Orange Avenue and F Street intersection. This 0.3-acre site has open grass space and a playground with a wood chip play surface. The park has a children’s play structure and two non-ADA-accessible picnic tables without shade. The park space also has an existing well-site building on the southeast corner. There is one entrance on Orange Street and a second one in the alley on the site’s east side, used for maintenance vehicles.



There are plenty of spaces to sit, including the lawn area to watch special events at Centennial Park.

This half-acre park is located on the southwest corner of North Lime Street and Brightwood Court. This park is a stormwater detention basin that is mostly grass with a few trees on the upper banks of the basin. Two benches within the park are located at the northwest and southeast corners. The park is fenced-in with one gated entrance at the northeast corner.

LIONS MINIPARK – 191 WEST ORANGE AVENUE

Lions Minipark is located just east of the Orange Avenue and F Street intersection. This 0.3-acre site has open grass space and a playground with a wood chip play surface. The park has a children’s play structure and two non-ADA-accessible picnic tables without shade. The park space also has an existing well-site building on the southeast corner. There is one entrance on Orange Street and a second one in the alley on the site’s east side, used for maintenance vehicles.

NORTH PARK – 756 NORTH MAIN STREET

North Park is located on the southwest corner of West Henderson Avenue and North Main Street. This 0.2-acre site consists of an open grass space with several shade trees, a statue, and a picnic table. The park is located east of Zalud Park.

Neighborhood Parks

BURTON BALLFIELDS – 2375 WEST MORTON AVENUE

Burton Ballfields is an example of a joint-use facility in the City of Porterville. The Burton Ballfields are located at Burton Elementary School at the southeast corner of West Morton Avenue and North Westwood Street. The Burton School District maintains the two baseball fields located at the school. The 5.3-acre ballfield area consists of two baseball diamonds, bleachers, and field lighting.



This monument in North Park welcomes visitors to the City of Porterville.



The splash park and playgrounds at Fallen Heroes Park are a popular destination for all residents of Porterville.

FALLEN HEROES PARK – 356 E. CHASE AVENUE

Fallen Heroes Park is located 215 feet west of the Chase Avenue and South Plano Street intersection. The park is 2.3 acres, consisting of an open play area and play structures. The site includes restrooms, a splash park, tot and pre-teen playgrounds, a half basketball court, concrete cornhole games, shade structures over the play equipment, and two picnic pavilions. The field

area has a small, fenced backstop that allows parkgoers to play baseball, softball, or other field games. A nearly 1,000-foot walking trail and trailheads that join the Tule River Parkway encircles the site, allowing access to all the park's amenities. A fitness equipment area was added to the eastern portion of the site and would benefit from new signage and shade sails.

HAYES FIELD – 945 W. MULBERRY AVENUE

Hayes Field, a 7.5-acre park, is located south of the intersection of Mulberry Avenue and Stonegate Cove Drive and 650 feet west of Indiana Street. State Route 65 forms the western boundary, and the Porterville Town Center shopping mall is located on the south side. A duplex residential development is located to the east of the subject property. Hayes Field offers three softball diamonds with sports field lighting. A restroom and concession stand are located in the park. The site is mainly used for local softball leagues. Hayes Field has off-street parking that could use improvements in restriping and lighting.

HENRY STREET PARK (PROPOSED) – NORTHEAST CORNER HENRY STREET AND PUTNAM AVENUE

Henry Street Park could be used for special events and activities.

Henry Street Park is an undeveloped park site north of Murry Park on the northeast corner of North Henry Street and East Putnam Avenue. The 5.4-acre site contains a pond area with an island in the center. The City is considering a variety of new uses for the site, such as two picnic shelters with two picnic tables for each shelter, four trash containers, 90-degree parking for 20 vehicles off Henry Street, and four to five disc golf holes.

Community Parks***MURRY PARK – 500 E. PUTNAM AVENUE***

The 36.1-acre park is Porterville's first City park. The park has undergone a considerable transformation over its nearly 120 years of existence. Early features no longer exist, but many newer recreational amenities have replaced them, such as four covered picnic pavilions and a picnic area without a covered shade structure, two children's play areas, restrooms, and the 5,590-square-foot municipal swimming pool with restrooms/changing rooms and lifeguard office. The pool includes a zero-depth entry design with play equipment and a waterslide. The pool features a lap swim space, a diving board, and a dive tank.

The Porterville Municipal Golf Course forms the park's eastern boundary, and single-family residential development is on the south and west sides. A segment of the historic Pioneer Ditch still passes through the park and is embellished with a stone waterfall and rock bridge. The centerpiece of Murry Park remains the unique pond surrounding an island that attracts human visitors and wild ducks and geese. The pond has been restocked with fish every year since the 1940s. A nine-hole disc golf course is one of the park's popular features.



The duck pond is one of the most visited sites at Murry Park.

PORTERVILLE SPORTS COMPLEX – 2701 W. SCRANTON AVENUE

The 72.7-acre Porterville Sports Complex functions as a community park, drawing league competition from the surrounding communities. The Porterville Municipal Airport is located immediately east of the park. Scranton Avenue is on the north side, West Street is on the west side of the site, and a 3.2-acre solar farm facility is located south of the park. The facility features three playgrounds, 11 soccer fields, three football fields, two softball fields, a 1.7-acre dog park, a concession stand, restroom facilities, and off-street parking for over 300 vehicles. A new baseball field with sports lighting, backstop, and bleachers is currently in design.

VETERANS PARK AND SKATEPARK – 1501 W. HENDERSON AVENUE

The 26.5-acre Veterans Park includes a one and two-thirds-mile walking/jogging trail. The three covered picnic pavilions are often reserved for special events. The shelter nearest Henderson Avenue is named for the Porterville Breakfast Lions in appreciation of their efforts to help rebuild it. The shelter on the Newcomb Street side was sponsored by VFW Post 2001 and constructed by Boy Scout Troop 134 as a part of an Eagle Scout Project spearheaded by Venture Scout Jacob Gwilliam.

An important landmark of the City is the Porterville Area Vietnam War Memorial located inside the park. The design features a polished granite panel that sits in front of a UH1 "Huey" helicopter. The memorial contains a dedication and the names of 40 Porterville area men who lost their lives in the Vietnam War. The selection of a medivac helicopter for the monument, rather than a soldier or fighter jet statue, was intentional. In addition to the memorial, banners from the Military Banner Program line the lighted trail inside the park, honoring individuals who were killed in action.



The Huey Medivac Helicopter is a central feature of Veterans Park



The skatepark at Veterans Park could benefit from additional design elements, benches, and shade.

The 15,000-square-foot fenced skatepark is located on the west side of the park. Features consist of a six-foot half pipe, a nine-foot combi-bowl, two sets of four stairs with handrails, eight stairs with handrails, eight stairs with Hubba ledge, and a manual pad and step up. A drinking fountain and shaded spectator seating are located around the skatepark's edges. The skatepark would benefit from the installation of four benches, 10 solar night lights, and a separate restroom.

Other park amenities include a children's gated and shaded playground, a teq-ball table, and a nearby restroom facility. The City is planning a 1.72-mile connected 'scenic loop' trail around the interior of Veterans Park. The trailway at Veterans Park is significantly more than a sidewalk. It will be a dedicated, eight-foot-wide walking trail for jogging and strolling that will include benches, shade trees, and places to stop and enjoy the wildlife and scenery. The trail will include a bridge across the Porter Slough and connect to a new restroom facility, picnic shelters, and potentially a second playground area. The trail will have multiple points of access, including Henderson Avenue, Newcomb Street, and Grand Avenue, as well as from within Veterans Park.

ZALUD PARK – 700 N. EL GRANITO STREET

Zalud Park is a 14.6-acre park located on the south side of West Henderson Avenue between G Street and Main Street. Zalud Park has two covered pavilions, four picnic areas, and a restroom. Zalud Park has many different areas for activities, including two softball diamonds, two lighted tennis courts, a nine-hole disc golf course, ping pong table, cornhole sets, lighted basketball courts, a volleyball area, and pickleball courts.



Bench seating at Zalud Park.

Zalud Park would benefit from an additional 1,670 linear feet of five-foot-wide sidewalks connecting amenities and parking lots in the northern portion of the site to the southern portion.

Trailways and Parkways**BUTTERFIELD HISTORIC CORRIDOR TRAIL**

The 23.1-acre Butterfield Historic Trail will run north and south through the City along the historic route of the Butterfield Stage Coach Line. The facility will utilize roughly seven miles of former Union Pacific Railroad (UPRR) right-of-way now owned by the City between Tea Pot Dome Avenue/Avenue 128 to the south and the City's northern city limits. The trail will extend further north to Avenue 196 in Strathmore. The facility will consist of a Class 1 non-motorized multi-use path with amenities such as solar lighting, drought-tolerant landscaping, drinking water stations, refuse receptacles, benches, wayfinding, and controlled lighted crossings. The trail will consist of a 12-foot paved path meandering through the width of the ROW. It will provide connections to downtown, Zalud Park, Lime Street Park, Lion's Minipark, Centennial Park, the Tule River Parkway, and Porterville College.

SANTA FE BYWAY/RAILS-TO-TRAILS TRAILWAY

The 14.3-acre Santa Fe Byway, previously known as Rails to Trails, is a converted right of way of the Santa Fe Railroad that runs north and south through the center of town from the Santa Fe School on Orange Avenue to Henderson Avenue at Fourth Street. The approximately one mile of trail will connect Santa Fe School and the proposed Sportsplex in the south to the new Community Center in the north. The existing trail will soon be upgraded to include more bench seating areas, water refill stations, lighted crosswalks with audible warnings, and new lighting and landscaping along the length of the trail to enhance the route. Parking is available at several downtown public lots. The route provides a safe and convenient opportunity for walking, jogging, or biking.

The new library will be located just south of the South County Justice Center and a recreation center/park at Henderson and Fourth Street.

The new Sportsplex will include lighted soccer fields, multi-use lighted arenas, pickleball courts, a picnic shelter, and a restroom.

The Santa Fe Byway and overall trail system would benefit from the installation of a 0.6-mile connection from its current terminus at Orange Avenue to the Tule River Parkway just to the south.

TULE RIVER PARKWAY

The Tule River Parkway is a signature 2.2-mile walking and bike trail that currently extends from SR 65 on the west to Main Street on the east, with planned phases for future expansion to both the east and west. The trail is accessible at Indiana Street, Jaye Street, Main Street, and along West Parkway Drive. Tule River Parkway provides access along the river from adjacent residential communities and will eventually connect to Fallen Heroes Park near Plano Avenue. Amenities that would benefit the users of Tule River Parkway include exercise stations, benches, dog waste stations, solar lighting, and landscaping. A review of ADA accessibility needs would include new walkway connections to future parks and residential communities and ramps where the existing grade requires it. The Tule River Parkway has the potential to eventually link with the existing Santa Fe Byway as well as the proposed Butterfield Stage Route Corridor, creating an interlinked system of trails throughout the City.

5.3 - Access to Parks and Facilities

Access to recreation facilities, including parks and playgrounds, trails, picnic areas, and sports facilities, is addressed in the ADA standards. This section also addresses each park classification's desired proximity and access to parks and leisure facilities.

5.3.1 - PROXIMITY/STREET ACCESS

Community parks should have access from major or secondary arterial roadways. Neighborhood parks should have access from local streets or collector roadways. Miniparks may be accessed from local streets or cul-de-sacs. Park sites shall also be located to provide maximum accessibility from the areas to be served, meaning that they shall not be inaccessible to adjacent neighborhoods by development patterns, street layouts, block walls, or other obstructions to accessibility.

Mostly, trails (or Class I bikeways) in Porterville are either rail trails or located adjacent to the Tule River. Trails typically provide access to regional and community parks. Access to neighborhood parks and miniparks from the City's trail system is acceptable.

Community members should be able to walk to a park within one-quarter to one-half mile of their residence. The exhibit, Figure 6-2, is a map of the City of Porterville with all the current park facilities, including the Fourth Street Park and Community Center, with a quarter to

half-mile walking radius identified around the center of each pocket or neighborhood park. Other parks on the map include community parks. The map illustrates that for most residents in the City, access is available to some classification of park. SR 65 may be considered a barrier to walking, but the City still has sufficient access to parks on either side of the major thoroughfare. The City has provided the residents of Porterville with a series of trails along the Tule River and the abandoned rail lines.

5.3.2 - AMERICANS WITH DISABILITIES ACT (ADA)

Mandates

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications.

This section will guide the planning and implementation of necessary park facility modifications over the next 15 or more years. The ADA evaluation is significant in establishing the City's ongoing commitment to developing and maintaining policies, programs, and facilities that include all its citizenry.

The California Code of Regulations, Title 24, Part 2 mandates that all publicly funded buildings, structures, and related facilities shall be accessible to and usable by persons with disabilities. These regulations pertain to Porterville's public buildings, parks, and facilities that were constructed using State, City, or municipal funds or that are owned, leased, rented, contracted, or sublet by the City. This section only identifies playgrounds and streets adjacent to a City park that need ADA access. The City has currently undertaken an ADA Transition Plan that will also evaluate ADA access to parks.

ADA Policies

Ensure that parks and leisure facilities are accessible to all citizens. Incorporate all design features required by the Americans with Disabilities Act, which improves access to parks and park facilities for disabled citizens. Where necessary, retrofit existing park facilities so that they comply with the provisions of the Americans With Disabilities Act, affecting parking and access. To the extent practical, provide playground equipment that provides recreational opportunities to disabled children within Porterville parks and provide features such as trails and signs for visually impaired persons and park structures that accommodate persons who use wheelchairs. Where appropriate, provide park facilities that meet the recreational needs of senior residents.

To the extent feasible, ensure that trails are accessible to all residents. Incorporate design features, including suitable trail surface materials, which provide access to trails by disabled citizens.

Facility Evaluation

This Master Plan describes the process to complete the evaluation of Porterville's parks and facilities and identifies the necessary modifications of playgrounds and adjacent streets to ensure accessibility. Evaluations were conducted with QK staff and the Parks and Leisure Services staff at each park site using digital photography to record both the availability of ADA access or lack of ADA access, as well as field notes. Table 5-1 summarizes the ADA access evaluation for existing park facilities.

Table 5-1
ADA Access Evaluation for Existing Facilities

Park or Trailway Name	Needs Ramp Access from Nearby Street(s)	Needs Access to Playground	Notes
PARKS			
Centennial Park	OK	OK	No playgrounds
Burton Ballfields	OK	N/A	No playgrounds
Fallen Heroes Park	OK	OK	Multiple play areas
Fourth Street Park	N/A	N/A	Under development
Hayes Field	OK	N/A	No playgrounds
Henry Street Park	N/A	N/A	Under development
Lime Street Park	OK	N/A	No playgrounds No current ADA access to open play space at the bottom of the storm basin
Lions Minipark	X	X	One play area
Murry Park	X	X	Three play areas
North Park	OK	N/A	No playgrounds No access is needed from nearby streets
Porterville Sports Complex	OK	X	Three play areas
Santa Fe Sportsplex	N/A	N/A	Under development
Veterans Park	X	X	One play area
Zalud Park	X	X	One play area
TRAILWAYS			
Butterfield Historic Corridor Trail	N/A	N/A	Under development
Santa Fe Byway	OK	N/A	No playgrounds
Tule River Parkway	OK	N/A	No playgrounds

KEY: X Requires ADA ramp(s); OK No ramps needed; N/A Not applicable

Recommendations Common to All Parks and Leisure Services Facilities

- Ensure that all renovated and new development of parks and leisure facilities are ADA-compliant.
- Ensure that all parking lots meet the minimum standards for the number of ADA-compliant parking spaces and that connectivity from parking spaces has access to the adjacent path(s) of travel.
- Furnish and install ADA-compliant ramps and pathways to all playgrounds.
- Furnish and install ADA-compliant picnic tables and drinking fountains in all new park facilities, replace picnic tables and drinking fountains where needed in existing parks, and ensure ADA access.
- Furnish and install replacement fixtures in restrooms to assure ADA compliance and furnish and install connecting walkways from the existing restroom area to other internal circulation walkways where needed.
- For areas where sidewalks are installed from existing or proposed parking areas to building entrances such as Murry Park, ensure that access is ADA-compliant. Ensure that sidewalk grades meet ADA standards. Ensure that marked crosswalks and curb cuts are installed when crossing public streets and main access drives.
- Refer to Subsection 8.3 - Priorities for a list of renovations and new improvements that identify additional ADA access needs for existing facilities.

The City is currently preparing an ADA Transition Plan that should document access to ADA pedestrian needs throughout the City, including parks and leisure facilities.

SECTION 6 - LEVEL OF SERVICE (LOS) ANALYSIS

Overall, the level of service (LOS), accessibility to parks, quality of facilities, and type of facilities available are excellent. While it is unlikely that the City will need substantial new parkland except as it grows and to meet the residents' desire for certain amenities at existing parks, areas within the City's parks need improvements. There is also the need to revisit the existing park facilities and amenities to serve the community better, meet new trends, and provide the types of facilities that residents want.

Level of service (LOS) standards are guidelines that define service areas based on population that support a city's investment decisions related to parks, facilities, and amenities. LOS standards can and will change over time. As the population increases, the need to acquire additional land and develop parks increases, as will the costs.

LOS standards for the City of Porterville were evaluated using a combination of local, regional, and national resources, including:

- 2030 General Plan Policy Document (Open Space and Conservation and Parks, Schools, and Community Facilities Elements).
- National Recreation and Park Association (NRPA) 2023 guidelines.
- Other standards from Parks Master Plans from communities in the region.
- Community stakeholder and City staff input and general observations. This allows standards to be customized specifically for the City of Porterville park system.

Several inputs are required to understand what the community needs to effectively determine the City of Porterville's needs for park acreages and facilities. The following are the areas evaluated in this section.

- The collection of available information provided by the City Parks and Leisure Services Department and additional research such as community profile and demographics.
- Site visits and recordation of each visit using digital photography and field notes of all City parks and facilities with Park and Leisure staff.
- Data analysis to determine inventory and condition of current facilities.
- Evaluating local interests, regional and national trends, and determining what Porterville can extract from nearby communities.
- Determination of supply and demand within the community, including acres of parks per resident.
- Community input using stakeholder and community participation and community surveys.
- Developing recommendations for meeting the community's needs through an analysis of facilities.
- A review of national and regional guidelines and standards to help determine a suitable and comparable approach to meet the needs of Porterville residents.

6.1 - Guidelines Comparisons

6.1.1 - NRPA GUIDELINES

According to the National Recreation and Park Association (NRPA) 2023 NRPA Agency Performance Review, the typical park and recreation agency offers one park for every 2,287 residents served, with 10.8 acres of parkland per 1,000 residents. However, park and recreation agencies are as diverse as their communities, and what works well for one agency may not be best for every agency. Historically, NRPA has created a hierarchy of park classifications and a set of acreage standards for different park classifications. For years, nationally accepted standards called for 10.8 acres of parkland for every 1,000 residents. But by the 1990s, the NRPA relaxed that, suggesting that each city establish its standard based on its growth patterns. Regional standards information for cities within California is shown in Subsection 6.1.3 – Regional Standards that follow.

6.1.2 - CURRENT CITY OF PORTERVILLE

The Porterville General Plan had established a goal of providing a minimum of five acres of developed parkland per 1,000 residents within the city limits. The City currently has a population of 62,558 and 281.3 acres of parkland. This translates into a ratio of 4.45 park acres per 1,000 population. With this current ratio of 4.45 per 1,000 residents, the City has maintained a favorable proportion of parks within a comfortable walking or biking distance to many residents. The park acreage needs to increase by 19.2 acres to 300.5 acres by 2039, an increase of 1.28 acres per year or 6.4 acres every five-year interval, to maintain its current ratio of 4.45.

This Master Plan recommends that the City maintain its current ratio of 4.45 acres per 1,000 residents since it currently works for the community. This ratio is equal to or better than other California cities of comparable population and land area, with parks that are a comfortable walking or biking distance from most of the people who live there.

Extension of trailways and the City's requirement for a private development to build parks in the communities they develop would likely help the City of Porterville achieve or exceed its preferred park acreage goals.

Park Acreage by Classification Summary:

Neighborhood and Minipark

- Porterville has eight neighborhood and miniparks containing 21.9 acres, resulting in 0.34 acres per 1,000 residents.
- The City needs more neighborhood and miniparks. At the City's projected 2039 population, the City should include, at a minimum, an additional 1.28 acres of neighborhood and miniparks each year (or 6.4 acres every five years) to continue to meet this level of service standard. Neighborhood and miniparks should be within walking distance of one-quarter to one-half mile of most residents in new residential communities/neighborhoods.

Community Parks

- Porterville has six community parks containing a total of 173.7 acres, resulting in 2.69 acres per 1,000 residents.
- At the City's projected 2039 population, no new community parks will be needed.
- The City should continue to add new amenities, improve parking lots, and install lighting at the Porterville Sports Complex.

Trailways

- Porterville has three trailways containing a total of 85.7 acres or approximately 12.5 linear miles of existing and planned trails, resulting in 1.32 acres or .19 miles of trail per 1,000 residents.
- The City of Porterville far exceeds the regional average for trailways per 1,000 residents. The regional average is 0.4 acres of trailways per 1,000 residents.
- The popularity of Porterville's trailways and the interest of many residents to walk, jog, and bike was evident at the public workshops. To meet the City's standard of 4.45 parks per 1,000 residents, the City might consider substituting some of the 2039 goals of providing 19.2 acres of neighborhood and miniparks to expand the trailways system instead. However, that acreage should be within one-half mile of residents who live nearby. Trailways may also include eight-foot interior walking paths around natural features and amenities at Veterans Park. The City is planning a 1.72-mile connected 'scenic loop' trail around the interior of Veterans Park. The trailway at Veterans Park is significantly more than a sidewalk. It will be a dedicated, eight-foot-wide walking trail for jogging and strolling that will include benches, shade trees, and places to stop and enjoy the wildlife and scenery. The trail will include a bridge across the Porter Slough and connect to a new restroom facility, picnic shelters, and potentially a second playground area. The trail will have multiple points of access, including Henderson Avenue, Newcomb Street, and Grand Avenue, as well as from within Veterans Park.

Regional Parks.

- The City currently has no regional park or regional park standards. Still, it may consider using the Porterville Sports Complex for regional tournaments, which has the potential to share funding with surrounding communities.

6.1.3 - REGIONAL STANDARDS

Specific cities were selected to establish a consensus of what the average level of service for each park classification is due to their similarities to the City of Porterville. Similar criteria used to choose these cities were demographics, population, and size. The cities include Manteca, Madera, Tulare, and Los Banos (Table 6-1).

Table 6-1
Regional Park Examples–Classifications and Standards

City	Population		Number of Parks	Total Acres	Acres per 1,000 Residents
Porterville	62,558	Minipark and Neighborhood Park	8	21.9	0.34
		Community Park	6	173.7	2.69
		Trails/Parkways	3	85.7	1.32
				281.3	4.45
Manteca	85,792	Minipark	49	212.73	2.48
		Neighborhood Park	3	11.33	0.13
		Community Park	1	15.11	0.18
		Specialized Recreation Park	8	152.96	1.78
		Trails/Parkways	1	30.25	0.35
				422.4	4.92
Madera	67,944	Minipark	4	3.42	0.05
		Neighborhood Park	5	5.62	0.08
		Community Park	3	99.3	1.46
		Specialized Recreation Park	8	184.61	2.72
		Trails/Parkways	7	20.57	0.30
				313.5	4.56
Tulare	70,733	Minipark	3	3.16	0.04
		Neighborhood Park	10	78.67	1.11
		Community Park	4	85.4	1.21
		Specialized Recreation Park	1	2.47	0.03
		Trails/Parkways	1	60.61	0.86
		Regional Park	1	10	0.14
Los Banos	47,044			240.3	3.35
		Minipark and Neighborhood Park	37	140.61	3.35
		Community Park	3	75.79	1.80
		Specialty Parks and Trails	5	47.95	1.15
		Regional Parks	N/A	N/A	N/A
				264.4	6.3

Each city may have different classifications for park spaces. Nonetheless, most cities share the same designations. The park designations of neighborhood, community, regional, and special use parks contain specific amenities particular to each park type. Typically, a local agency that provides municipal services, including parks and leisure, would have a Parks Master Plan. The Master Plan would help establish goals and policies specific to that community to manage an adequate level of service as the demand increases (population growth). This allows the City to establish a new level of service criteria, if needed, for park facilities. Many factors can be attributed to a municipality's level of service for parks and

leisure activities. The average consensus of the four parks with populations and areas similar to Porterville and a comparison to current Porterville standards is noted in the table below.

Table 6-2
Comparison of Park Acreage Regional Standards by Classification

Classification	Current Porterville Standards	Average Standards of Four Regional Cities Identified
Mini- and Neighborhood Parks	0.34/1,000	1.68/1,000
Community Parks	2.69/1,000	1.0/1,000
Trailways	1.32/1,000	0.4/1,000
Regional Parks	No Available Standard	No Available Standard

Conclusion: The City's current standards are equal to or better than the regional standards of comparable cities.

The Central Valley has a variety of examples of the ratio of acres of parkland per 1,000 residents in cities with comparable populations. Not all cities have information readily available, but the following 11 cities depict variances of 1.72 park acres per 1,000 residents (Delano) to as much as 6.3 acres per 1,000 residents (Los Banos). Table 6-3 below indicates that the City of Porterville is roughly better than the average of the cities identified at 4.45 acres per 1,000 residents.

Table 6-3
Acres of Parkland per 1,000 Residents
Comparison of 12 Central Valley Cities

Central Valley City	# Acres of Parkland per 1,000 Residents
Delano	1.72
Arvin	2.7
Hanford	3.08
Tulare	3.35
Atwater	3.37
Average	3.94
Porterville	4.45
Madera	4.56
Reedley	4.56
Manteca	4.92
Lodi	6.21
Los Banos	6.3

6.1.4 - PROPOSED CITY OF PORTERVILLE STANDARDS

Park Acreage Standards and Distance Requirements by Classification

- *Neighborhood and Miniparks*: 0.34 acres per 1,000 residents.
- *Community Parks*: 2.69 acres per 1,000 residents.
- *Trailways*: 1.32 acres per 1,000 residents.
- *Regional Parks*: Typically, one per region based on 2.5 acres per 1,000 population of the region, although the standard can vary from region to region. The population of communities, both incorporated and unincorporated, within a 20-mile radius (30-minute drive) of Porterville is approximately 195,000 (East Porterville, Tulare, Exeter, Richgrove, Earlimart, Pixley, Terra Bella, Ducor, Woodville, Springville, Tipton, Matheny, Strathmore, Lindsay, Poplar-Cotton Center, and Porterville). A regional park could ultimately help service the City of Porterville and surrounding communities. The City of Tulare has a 12-acre Youth Sports Complex. A larger regional facility in Porterville could also serve the City of Tulare and neighboring communities.

Size and Distance Requirements by Classification

- *Miniparks* should have a minimum area of 5,000 square feet and a general service area of a one-quarter-mile radius.
- *Neighborhood Parks* should have a minimum size of one to eight acres and a one-half-mile radius general service area.
- *Community Parks* should have a minimum size of eight to 20 acres and a general service area of a one- to two-mile radius; a three-mile radius is acceptable but not encouraged.
- *A Regional Park* typically averages between 25 and 100 acres and serves the city and surrounding communities.

6.1.5 - SERVICE AREA ANALYSIS

What is a Service Area? Service area distance radii are generated with the park location as the central radius point. When areas zoned for residential use fall outside graphic service area designations, that area may be underserved by existing parks. The service area analysis demonstrates that there appears to be nearly adequate coverage across the City's residential areas with the current parks provided in the community park classification. During public outreach workshops with residents of Porterville, they preferred to see new parks primarily in the northwest area and secondarily in the southwest. For purposes of the workshops, the City was divided into quadrants. State Route 65 and Olive Avenue served as the dividing lines for the four quadrants.

Minipark and neighborhood park service radius coverage indicates that in the future, the northeast quadrant of the City should be considered for additional miniparks and neighborhood parks as the City continues to grow in that direction. The City should also

consider miniparks and neighborhood parks in the southeast quadrant, particularly if the City grows in that direction.

In addition to providing appropriate quantities and types of recreation facilities, the City strives to provide them in useful and appropriate locations. A Level of Service Area Analysis was conducted concerning all parks in the City. Proximity to parks is more than a convenience issue. It helps to establish an excellent Citywide park system by providing improved air quality, circulation, opportunities for social engagement, community identification, and health benefits. Proximity to parkland is one of the elements identified as predicting healthy levels of physical activity in the community. A survey of U.S. adults finds that people with access to neighborhood parks were nearly twice as likely to be physically active as those without access to parks.

Neighborhood and Miniparks Service Area Analysis

When we view the service areas of neighborhood and miniparks, Porterville parks are largely accessible to existing neighborhoods in the northeast and northwest quadrant (Figure 6-2). New residential development shall install new miniparks and neighborhood parks based on a walkable service radius of a quarter mile for miniparks and a half mile for a neighborhood park. To service some existing residents in the northwest and southwest, minipark(s) and neighborhood park(s) should be considered. A quarter-mile radius typically represents a five-minute walk, whereas a half-mile radius represents a 10-minute walk. Future neighborhood parks and miniparks will be developed as new subdivisions are approved and constructed. Figure 6-1 identifies the City's current park and trailways locations. Figure 6-2 identifies the location of the current neighborhood, miniparks, and service radii. Figure 6-3 identifies suggested locations for neighborhood parks to meet the 2039 population growth for Porterville. Other locations could be considered.

Community Parks Service Area Analysis

When we view the service area of community parks, Porterville parks are accessible to most residents who live within a two-mile radius of the City's community parks (Figure 6-2). A community park may be a future need if the population of the City expands primarily to the south and southeast. Figure 6-2 identifies current community park locations and their service area radii.

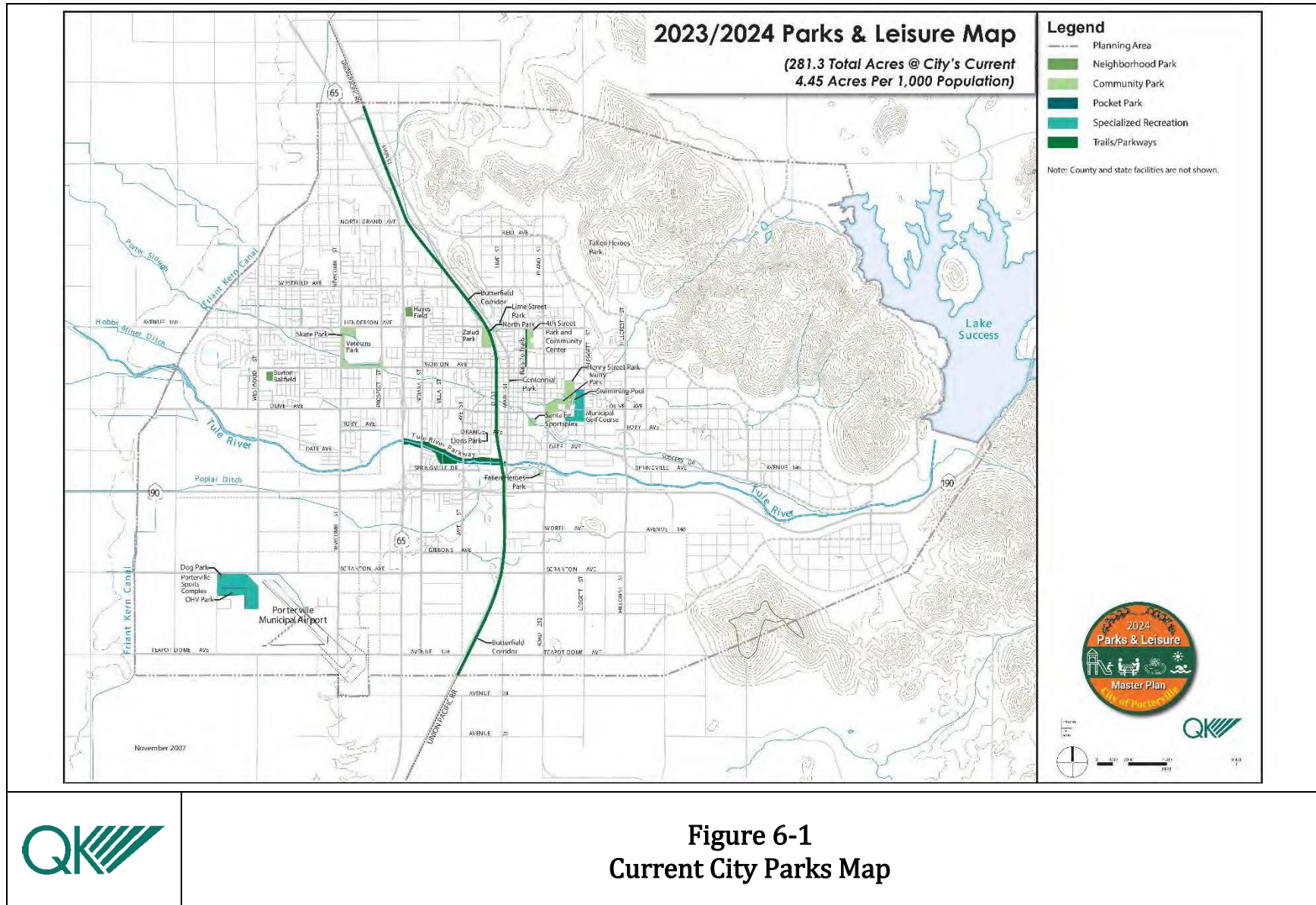
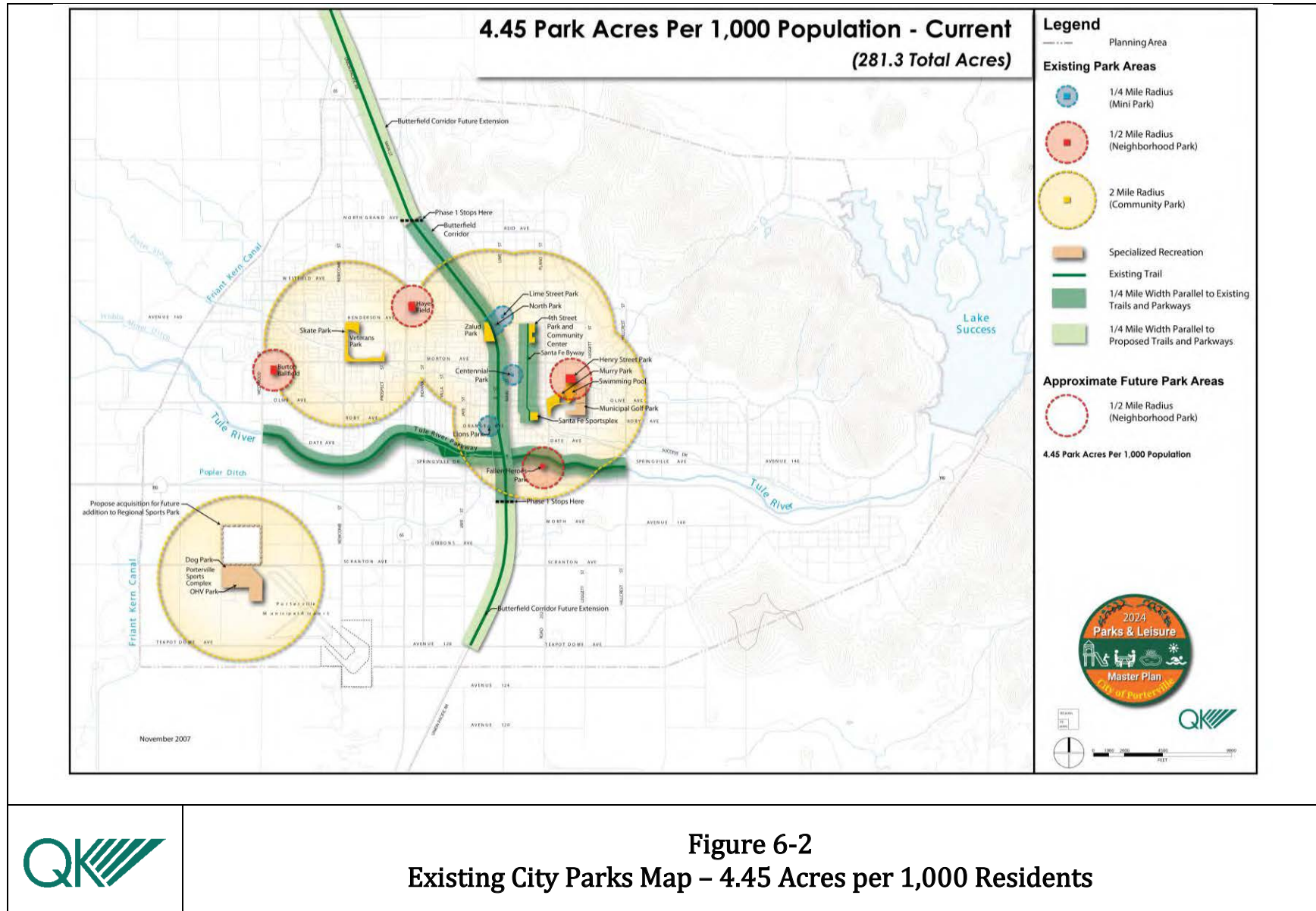


Figure 6-1
Current City Parks Map



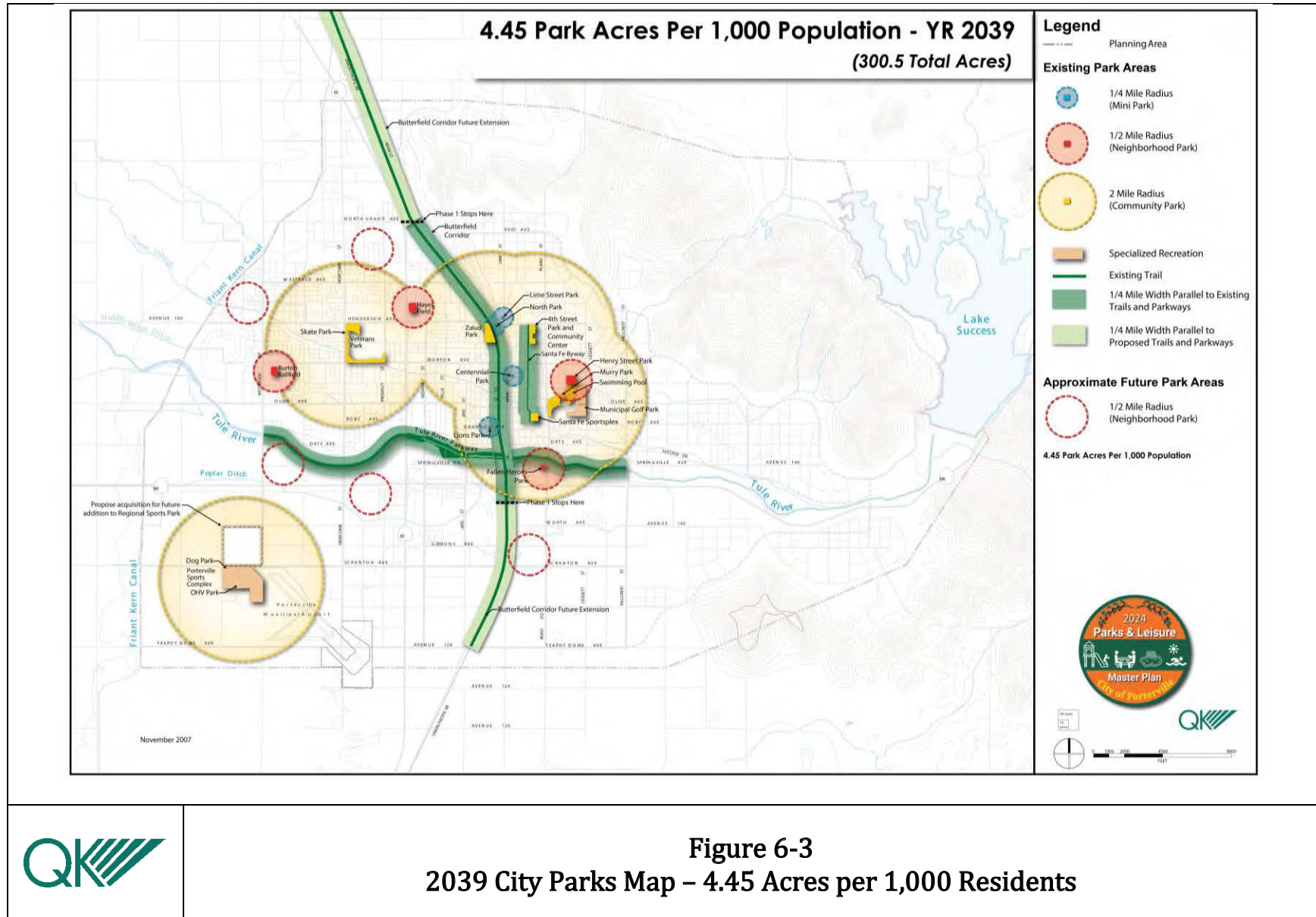


Figure 6-3
2039 City Parks Map – 4.45 Acres per 1,000 Residents

SECTION 7 - PARK DESIGN AND DEVELOPMENT GUIDELINES

Design guidelines support consistency and quality in planning, building, and maintaining new and updated parks and facilities. The guidelines support the Master Plan vision and goals and provide greater detail on plan recommendations for builders and developers. The guidelines also allow for flexibility and creativity to respond to different conditions. Current and future Porterville parks and leisure facilities have unique situations, circumstances, and design challenges. The guidelines encourage best practices in park design that are custom-tailored to the geography and climate of Porterville.

7.1 - Use of Guidelines

The design guidelines should be used to discuss, review, and approve all new development or improvements to the park system. Porterville should use the guidelines to measure all projects for conformance with the intent and direction of the Master Plan. Developers and builders, designers and planners, decision-makers, staff, and members of the community should all use these guidelines when considering the following overarching questions.

- Does the project exemplify the type of improvement or outcomes envisioned by the community as stated through the Master Plan vision, goals, and policies?
- Will the project meet the intent of the respective park classification, with improvements that are compatible with the specific park type?

7.2 - Park Characteristics

7.2.1 - MINIPARKS

The smallest classified park in Porterville, the minipark, is defined as a small open space area serving the immediate neighborhood and can be reached by foot in approximately five minutes or less. Miniparks are located typically in small areas/parcels, usually considered outlots that would not otherwise be adequate for a neighborhood park. Miniparks are no more than one acre and can also be linear parks that separate the ends of cul-de-sacs or greenways connecting adjacent streets.

- Since miniparks are intended to serve the immediate community, they will vary in size and configuration depending on the availability of land.
- Miniparks are not intended to service an entire community in the same way as a neighborhood park. Each should be created with the specific interests and needs of the immediate neighborhood.
- In addition to landscaping, miniparks may include a small playground (tot lot), picnic tables, barbeque(s), benches, and shade. Lighting is usually available from the adjacent streets. Other elements may be implemented to encourage active use of the public open space.

7.2.2 - NEIGHBORHOOD PARKS

Neighborhood parks are small parks designed primarily for child-oriented and family-oriented activities. The parks serve people living within an approximately one-half-mile radius of the park and are within walking and bicycling distance of most users. Neighborhood parks provide access to basic recreation opportunities for nearby residents, enhance neighborhood identity, and preserve open space. Neighborhood parks are generally parks that provide both passive and limited active recreation.

- Neighborhood park sites should typically range from one to eight acres in size, and in some cases, the size can be as much as 20 acres when developed with the intention of the park having a dual use (storm drainage basin/park). For that specific instance, please see Section 8 for specific policies for dual-use parks.
- The site should be reasonably central to the neighborhood it is intended to serve.
- Access to the site should be provided primarily via local streets with sidewalks (not an arterial) and by non-motorized trails.
- Access routes should minimize physical barriers, such as steep slopes and major arterials.
- In addition to landscaping, neighborhood parks may include playgrounds, picnic areas, basketball (half or full court), volleyball, bocce, walking paths, and sometimes tennis/pickleball courts, and splash pad.

7.2.3 - COMMUNITY PARKS

Community parks provide active and passive recreational opportunities for a larger and more diverse user group. They will serve the City as a whole or a group of neighborhoods. The park focuses on community-based recreation, athletics, and open space. Typical sizes for community parks can range from eight to 20 acres. The park will service an area ranging from one mile to as much as a two- to three-mile radius. Residents will typically drive to community parks, so off-street parking will need to be addressed. Community park facilities are most often oriented towards family and adult activities, such as tennis courts, community centers, swimming pools or splash pads, sports fields, walking paths, picnic areas, picnic shelters, and light fixtures. Playgrounds for pre-teens and tots and restrooms are preferred. Restrooms are required when a splash pad is included. Parks that offer athletic field(s) and provide a venue for community athletic organizations may fall into this category regardless of size.

- Access to the site should be provided via collector or arterial streets with sidewalks and bicycle lanes.
- The site should front a public street.
- Access via bicycle lanes, bicycle routes, or paths should be included.

7.2.4 - REGIONAL PARKS

Regional parks provide a focal point and gathering place for a broader community. As larger parks in size, regional parks are used by all community sectors, serving residents community-wide. Regional parks often include recreation facilities for organized sports and community activities and passive recreation space. Regional park sites should typically range from 20 to 100 acres in size. Some regional parks can be up to 250 acres depending on area growth, community needs, and preserved open space. Because of their large service area, regional parks require support facilities like parking and restrooms. A regional park should be designed to serve those within a 30-minute drive, usually between 50,000 to 100,000 people.

Access to the site should be provided via collector or arterial streets with sidewalks and bicycle lanes.

7.2.5 - SPECIALTY PARKS

A specialty park or facility covers a broad range of specialized park and recreation facilities, such as golf courses, historical sites, veterans' memorials, community centers, water parks, tennis clubs, skateparks, dog parks, community gardens, disc golf courses, and other special-use facilities. These parks may also include amenities shared with neighborhood or community parks and sometimes have regional appeal, such as a skatepark with competitive events. Special use sites may vary in size based on intended use. The site should accommodate the special use and necessary support facilities. Access should be provided via trails and collector or local streets.

The dog park at the Sports Complex and the skatepark at Veterans Park are classified as specialized recreation in the City's 2030 General Plan, but this Master Plan includes them with the Community Parks classification since they are located within the acreage of those facilities.

7.2.6 - TRAILWAYS

Trails provide a linear path, usually parallel to a feature such as a watercourse, derelict railroad, or an easement that allows access to canal/railroad trails. Trail easements can vary in width up to 50 feet and sometimes wider. Trailways in Porterville serve as linear parks, often with amenities such as shade trees and other landscaping, benches, trash containers, picnic tables, dog waste stations, and sometimes exercise stations and drinking fountains. Neighborhood and community parks should be located along or near the City's trailways where possible.

7.3 - Design Guidelines

The following park classification guidelines are recommended to ensure that future parks in Porterville are the proper size and contain the appropriate amenities for their intended purpose. These classifications include recommended and optional amenities for each park

classification identified below. These are guidelines and are not meant to serve as requirements. Other amenities may be more appropriate and desired by the community that may not be identified here.

7.3.1 - GUIDELINES FOR AMENITIES BY PARK CLASSIFICATION

Miniparks (5,000 square feet to one acre)

MINIMUM RECOMMENDED AMENITIES AND FACILITIES

- Irrigated small turf and landscaped area, including shade trees near benches and picnic tables.
- Walking access via the local neighborhood.
- Signage to identify park name and park rules sign necessary for use.
- Seating benches or seat wall.
- Children's playground for ages 0–5 (minimum 1,500 square feet) with shade structure providing shade for the play equipment.
- Trash receptacles (minimum one per half acre).
- Minimum of two picnic tables.
- Other amenities as may be required by the Parks and Leisure Services Department.

OPTIONAL AMENITIES AND FACILITIES

- Family picnic area.
- Bicycle racks on a concrete slab.
- Drinking fountain.
- Barbecue.

Neighborhood Parks (one acre to eight acres)

MINIMUM RECOMMENDED AMENITIES AND FACILITIES

- Perimeter walking paths with security lighting (solar-powered preferred).
- Open turf area at least 125 feet by 200 feet or 180 feet by 300 feet for active recreation activities and youth/teen soccer for parks 3.0 to 5.0 acres. Minimum two open turf areas at least 125 feet by 200 feet or 180 feet by 300 feet each for parks larger than 5.0 acres or as determined by the Parks and Leisure Services Department.
- Irrigated landscaped areas, including shade trees near benches and picnic tables or shade structure(s).
- Signage for park identification and posting of park use regulations.
- Park benches and/or seat walls.
- Two children's play areas, one for 0–5 years (minimum 2,000 square feet) and one for 5–12 years (minimum 3,500 square feet), with a shade structure providing shade for the play equipment.

- One large or two small family picnic areas; minimum of two picnic tables plus a minimum of one table for each additional acre over one acre.
- Basketball court (one court for every four acres and no more than two).
- Sand or grass volleyball court.
- Trash receptacles (one per half acre).
- Bicycle racks on a concrete slab.
- Drinking fountain(s) Note: At least one fountain shall have a bottle-filler station and a pet-friendly fountain.
- Security lighting.
- Other amenities as may be required by the Parks and Leisure Services Department.



Example of an outdoor exercise area, Fallen Heroes Park.

OPTIONAL AMENITIES AND FACILITIES

- Off-street parking, including ADA stalls.
- Tennis courts with striping for pickleball.
- Horseshoe pits and bocce ball courts.
- Group picnic shelter for larger parties.
- Chess/checker tables.
- Splash pad for parks greater than 5.0 acres (restrooms required).

Community Parks (eight to 20 acres)

MINIMUM RECOMMENDED AMENITIES AND FACILITIES

Currently, the City has more than enough community parks to meet its current and future needs. The recommendations below are meant to provide the City with guidelines on whether they should provide the residents with another community park. These guidelines can also be used beyond the 15-year horizon of this Master Plan.

- Lighted sports fields. Install a minimum of four athletic tournament fields: softball, little league, soccer, or football tournament or as directed by the Parks and Leisure Services Department in parks less than 18 acres. Install five athletic tournament fields: softball, little league, soccer, or football tournament or as directed by the Parks and Leisure Services Department in parks greater than 18 acres and less than 20 acres.
- Basketball courts (two courts for every four acres up to six courts).
- Tennis courts with striping for pickleball (two courts for every four acres up to six courts).
- Perimeter and interior walking paths (five feet minimum width, eight feet preferred).
- Open turf areas for active recreation activities.

- Irrigated landscaped areas with shade trees near benches and picnic tables.
- Signage for park identification and posting of use regulations.
- Park benches and/or seat walls.
- Two children's play areas, one for 0–5 years (minimum 3,000 square feet) and one for 5–12 years (minimum 5,000 square feet), with a shade structure providing shade for the play equipment.
- Minimum of three individual small family picnic areas.
- Minimum two group picnic shelters.
- Sand or grass volleyball court.
- Restrooms.
- Trash receptacles.
- Bicycle racks on a concrete slab.
- Drinking fountain(s). Note: At least two fountains shall have bottle-filler stations and a pet-friendly fountain.
- Off-street parking, including ADA stalls to be determined by the City of Porterville.
- Pet station(s) along the perimeter path.
- Lighting along sidewalks and court games, solar-powered preferred.
- Other amenities as may be required by the Parks and Leisure Services Department.

OPTIONAL AMENITIES AND FACILITIES

- Shaded patio (minimum 1,500 square feet) with benches for gathering.
- Horseshoe pits and bocce court(s).
- Community center.
- Splash pad.
- Skatepark.
- Dog park.
- Community garden.
- Disc golf.
- Outdoor stage/amphitheater.
- Outdoor exercise equipment area/exercise par course.

Regional Parks (20 to 100 acres, some may be larger depending on open space preservation or number of sports fields and amenities)

MINIMUM RECOMMENDED AMENITIES AND FACILITIES

- Walking and hiking trails (minimum eight-foot width).
- League soccer, football, and baseball fields to be determined by the Parks and Leisure Services Department.
- Two children's play areas, one for 0–5 years (minimum 3,000 square feet) and one for 5–12 years (minimum 5,000 square feet), with a shade structure providing shade for the play equipment.
- Basketball courts (one court for every six acres up to 10 courts).

- Tennis courts with striping for pickleball (one court for every six acres up to 10 courts).
- Off-street parking, including ADA stalls, to be determined by the City of Porterville.
- Trash receptacles.
- Restrooms.
- Concession stands.
- Drinking fountains. Note: At least three fountains shall have a bottle-filler station and a pet-friendly fountain.
- Lighting for sports fields and parking lots.
- Landscaped areas.
- Signage for park identification and posting of use regulations.
- Park benches and/or seat walls.
- Minimum two group picnic shelters.
- Minimum three individual small family picnic areas.
- Bicycle racks on a concrete pad.
- Other amenities as may be required by the Parks and Leisure Services Department.



Example of shade sail structure over play equipment.

OPTIONAL AMENITIES AND FACILITIES

- Nature or activity center.
- Outdoor stage/amphitheater.
- Volleyball (grass or sand), preferably near picnic areas.
- Splash pad.
- Skatepark.
- Off-leash dog park.
- Open space preserves.

Specialty Parks (typically one-use parks)

- The primary use (only one use such as a dog park, a skateboard park, or a community gardens).
- Hardscape or turf area or both.
- Landscape areas.
- Signage for identification and park rules.
- Any resource or use that supports the primary use.
- Other amenities as may be required by the Parks and Leisure Services Department.

Trailways (30-feet to 100-feet width)

MINIMUM RECOMMENDED AMENITIES AND FACILITIES

- Signage/trailhead marker for trail identification and posting of use regulations.
- Benches or seat walls placed at each major entrance or major street crossing and located no less than 1,000 feet apart.
- Shade trees spaced 25 feet to 40 feet.
- Bike racks on a concrete slab.
- Trash receptacles.
- Dog waste stations.
- Drinking fountain(s) (one at every trailhead marker). Note: Fountains shall have a bottle-filler station and a pet-friendly fountain.
- Concrete or steel bollards at street entrances.
- Asphalt or concrete paving.
- Other amenities as may be required by the Parks and Leisure Services Department.



Example of a dog waste station.

OPTIONAL AMENITIES AND FACILITIES

- Portable toilets at main entrances/major streets.
- Off-street parking near the trailhead.
- Solar-powered lighting.
- Interpretive signage.
- Mileage/distance markers for walkers and runners.
- Exercise equipment/par course equipment.
- Pedestrian connection to nearby restaurants or retailers (i.e., bike shops, sporting goods, etc.).

7.3.2 - GUIDELINES FOR TYPE OF FACILITY BY POPULATION

The most preferred resident needs for City parks in the future include the expansion of amenities at the Porterville Sports Complex and meeting the needs for neighborhood and miniparks as the City grows. Typical guidelines for similar communities according to 2023 NRPA guidelines are as follows. These are recommended guidelines only and will ultimately depend on the community's needs or interests.

- Playgrounds: one playground per 3,779 persons.
- Picnic Shelters: one picnic shelter per 5,000 persons.
- Skateparks: one skatepark per 62,927 persons.
- Basketball: one court per 8,790 persons.
- Pickleball: one court per 13,870 persons.
- Tennis: one court per 16,556 persons.

- Diamond Fields: one field per 12,716 persons.
- Soccer Fields: one field per 7,207 persons.
- Synthetic Turf Multi-Purpose Field: one per 34,814 persons.
- Restrooms: At least one restroom per 6,000 persons.
- Aquatic Center: one pool per 43,100 persons.
- Community/Recreation Center: one center per 30,000 persons.
- Dog Park (off-leash): one per 54,119 residents.
- Trailways: 1.0 mile per 4,000 residents.
- Community Gardens: one per 52,906 residents⁶.

The popularity of pickleball among the residents of Porterville is evident. One pickleball court for every 13,870 is the NRPA standard, which translates to five pickleball courts. The City exceeds the NRPA standards for pickleball courts. Based on NRPA standards, Porterville may want to consider including the following amenities based on their current and future population in their 2039 plan:

- One medium-sized dog park.
- One and one-half community gardens.
- One lighted synthetic turf soccer field.
- Nine new playgrounds.
- Install additional trails and trail connections in addition to existing and planned trails (up to four miles suggested).

⁶ www.statista.com/statistics. Statista. Sports and Recreation Parks and Outdoors 2018 and <https://www.nrpa.org/2023-agency-performance-review.pdf>

SECTION 8 - ACTION PLAN

8.1 - Goals and Policies

Developing goals and policies is an important part of the Parks Master Plan process. The goals and policies provide overall guidance and vision for the future of parks and leisure within the community. They are based on the current inventory and population data, General Plan policies, and public input collected throughout the planning process. These goals and the following policies are not presented in any prioritized order. The goals and policies of the Parks and Leisure Master Plan are presented in two sections: Compliance with the Porterville 2030 General Plan and Goals and Policies Derived from the Master Plan Process.

8.1.1 - GOALS AND POLICIES OF THE PORTERVILLE 2030 GENERAL PLAN

The City of Porterville General Plan states that following the adoption of the General Plan, a new Porterville Parks and Leisure Master Plan will be prepared as a guiding blueprint for the City Council, the Parks and Leisure Services Commission, and the public. In conjunction with the General Plan, this Master Plan will ensure the cohesive development of a parks and open space system that upholds the standards and goals outlined in the General Plan. In addition, the Master Plan will include a range of programs for all ages and interests. The following identifies the Master Plan's compliance with the guiding and implementation policies contained in the General Plan.

Open Space

GUIDING POLICIES

OSC-G-1. Protect the Tule River Corridor... as significant open space resources.

Compliance: The Tule River Corridor includes an easement for trailways.

OSC-G-2. Use the open space system to meet multiple needs, including bike and trail linkages, stormwater drainage and treatment, wildlife habitat, and active and passive recreation.

Compliance: The open space in the City of Porterville includes bike and trail linkages, stormwater drainage and treatment, wildlife habitat, and active and passive recreation.

OSC-G-3. Design public open spaces as sustainable systems.

Compliance: Public open spaces shall be designed as sustainable systems.

IMPLEMENTATION POLICIES

OSC-I-4. Establish standards for the management and maintenance of open space within subdivisions and require formation of open space acquisition and maintenance districts where necessary and appropriate, to protect open space resources.

Compliance: *The Parks and Leisure Master Plan includes provisions for updates to the City's Park Impact Fee Program.*

OSC-I-7. Use native vegetation, drought-tolerant plants, recycled water irrigation, other water-saving devices, drainage swales, water percolation systems, and recycled building materials in public open spaces for ease of maintenance and environmental sustainability.

Compliance: *The Master Plan includes policies for sustainability.*

OSC-I-8. Provide a variety of outdoor recreation opportunities through improvements to open space and parks, construction of facilities, and sponsoring of programs that stimulate active resident participation.

Compliance: *The Master Plan includes opportunities for renovations of existing parks and standards and guidelines for new parks that provide for various outdoor recreation opportunities and resident participation.*

OSC-I-10. Work with property owners, law enforcement officials, and the public to protect open space resources. These efforts will include, but are not limited to:

- Soliciting volunteers to remove invasive vegetation.
- Removing abandoned items and trash.
- Ensuring no illegal encampments occur in open space areas.

Compliance: *The Parks and Leisure Master Plan includes a policy for volunteerism. Removing abandoned items and trash and ensuring no illegal impactments is an ongoing policy of both Parks and Leisure and local law enforcement.*

OSC-I-11. Support regional and subregional efforts to acquire, develop, and maintain open space lands.

Compliance: *The City of Porterville will continue to coordinate with neighboring jurisdictions for open space acquisition, development, and maintenance of open space.*

OSC-I-12. Establish priorities for open space preservation and acquisition based on an evaluation of:

- Significant natural areas that are historically, ecologically, or scientifically unique or are outstanding, important, or threatened.
- Wildlife habitats and fragile ecosystems in need of protection.
- Watersheds or significant water recharge areas.
- Lands suitable for recreation such as biking, photography, or nature study.
- Land suitable for agricultural production.

Compliance: *Parks and Leisure Services will evaluate and establish priorities for new park sites.*

OSC-I-14. Establish incentives to preserve open space in very low-density residential areas. One option will be to allow the clustering of housing units on smaller lots in return for the preservation of common area open space.

Compliance: *This will need to be addressed in the City's Zoning Ordinance and Subdivision Ordinance.*

OSC-I-15. Preserve open space designated for public safety to minimize damage to people and property resulting from potential hazards. Such hazards include but are not limited to quaking, slope collapse, liquefaction, fire, earth sliding, flooding, erosion and siltation, soil compression, lateral spreading, and subsidence. An easement can be used to restrict development near safety hazards, travel networks such as bike or pedestrian paths, as well as near natural resources such as streams that require buffers for water quality protection. The easement does not require the transfer of ownership of property but rather reduces the development potential of the land in order that it may continue to serve the necessary open space purpose.

Compliance: *Some areas adjacent to existing water courses will include easements for trailways.*

Parks

GUIDING POLICIES

PSCF-G-1. Establish and maintain a high-quality, enjoyable, and attractive public park system for the entire community.

Compliance: *This has been and will continue to be an ongoing guiding policy for parks in the City of Porterville. The entire community includes all ages, incomes, abilities, and ethnicities.*

PSCF-G-2. Provide park and recreation facilities within close proximity to residents they are intended to serve.

Compliance: *The Parks and Leisure Master Plan includes policies for the proximity of miniparks, neighborhood parks, and community parks to the residents they serve.*

PSCF-G-3. Ensure adequate funding for park and recreation facilities acquisition, development, operations, maintenance, and enforcement of park rules.

Compliance: *The Park Impact Fee Program (in a separate document) will address the acquisition, development, operations, maintenance, and enforcement of park rules for park and recreation facilities.*

IMPLEMENTATION POLICIES

PSCF-I-1 Prepare, adopt, and implement a Parks and Leisure Master Plan, including:

- Plans for the development and acquisition of parks, recreation facilities, trails, and open space.
- Specific facility standards and guidelines for landscaping, lighting, signage, parking, and recreational equipment design.
- Performance guidelines to minimize water, energy, and chemical use and preserve wildlife.
- Recommended programs for parks and leisure.
- Programs for enforcement of park rules.

A comprehensive Master Plan will ensure that planned park, amenities, and recreational programs will serve the needs of all residents regardless of income or ability, including the physically disabled, and that recreational equipment meets passive (picnicking, walking, etc.) and active needs (sports and team activities) of the population. The Master Plan also shows how existing parks and leisure facilities will be improved to reduce maintenance costs and water use, along with improving safety and aesthetics.

Compliance: *The Porterville Parks and Leisure Master Plan will meet the policies identified in the General Plan.*

PSCF-I-2. Update park impact fees to fund the acquisition and development of land for park and recreation facilities, pursuant to the General Plan.

Compliance: *The Parks and Leisure Master Plan includes policies for the updates to the Park Impact Fee Program in a separate document.*

PSCF-I-3. Amend the Subdivision Ordinance to require that residential developers provide a minimum of five acres of neighborhood and community parks per 1,000 residents or pay in-lieu fees. In-lieu fees can be used for any capacity-building park and recreation facility improvements.

Compliance: *The Subdivision Ordinance will need to be updated in conjunction with the new policies and procedures of the park impact fee study contained in a separate document with this Master Plan.*

PSCF-I-4 Establish additional funding for the acquisition and development of specialized park and recreation facilities to serve existing and future residents.

Compliance: *The Parks and Leisure Master Plan will include policies for additional funding for the acquisition and development of specialized park and recreation facilities in the updated Park Impact Fee Program, applying for available park and open space grants, and other methods for funding.*

PSCF-I-5. Require developers for new neighborhoods to agree to the establishment of, or annexation into, a park maintenance district in new neighborhoods.

Compliance: *The City will require developers to build new parks in their neighborhoods and may be required to form a park maintenance district.*

PSCF-I-6. Establish a program for contributions to the City's park system by nonresidential developers based on their proportional share of needs generated and use of facilities.

Compliance: *Nonresidential developers will also be required to provide a proportional share of park impact fees for new parkland in the City.*

PSCF-I-7. Establish dedication and reservation requirements in the Subdivision Ordinance for open space, parkways, and trail systems in new residential developments.

Compliance: *The dedication and reservation requirements for open space parkways and trail systems in new residential developments will be the responsibility of the City's updates to the Subdivision Ordinance.*

PSCF-I-8. Provide lighted facilities for active community recreation areas in order to extend usability whenever possible. Address compatibility with surrounding uses and use energy-efficient lighting design with limited glare and spillover.

Compliance: *Lighting will be required for all new neighborhood, community, specialty, regional, and trailways in parks and leisure facilities and will be installed where needed at existing parks and leisure facilities. Miniparks located near street lighting will not be required to install park lighting. Solar lighting is the preferred lighting for all new and renovated facilities.*

PSCF-I-9. Design park and recreation facilities to be as flexible as possible so that they may adapt to changes in the population served and in the recreation programs offered. Changing neighborhood demographics can lead to different user requirements over the life of a park. By having flexible park facilities, this will enable the park to adapt to the changing needs of the adjacent neighborhood.

Compliance: *The Parks and Leisure Master Plan includes a section on current local, regional, and national trends in park and recreation facilities and a section on the City's demographics. The Master Plan process included public outreach to the City's residents of all age groups and organizations to gather input on their interests and needs.*

PSCF-I-10. Place neighborhood and community parks at the core of new neighborhoods and co-locate parks and school sites where possible, as depicted on the General Plan Land Use Diagram.

Compliance: *The Parks and Leisure Master Plan states that all neighborhood parks should be located within a 10-minute walk (half-mile radius) from residents in the neighborhood, and community parks shall be located within a two-mile radius from the residents living there.*

PSCF-I-11. Combine use of park, recreation, and open space lands with drainage facilities and school facilities, where feasible.

***Compliance:** The policy will remain in effect for the extent of both the Porterville General Plan and the Parks and Leisure Master Plan.*

PSCF-I-12. Evaluate the feasibility and benefit derived from relocating the existing Sports Complex to a more accessible location that can accommodate lighted fields.

***Compliance:** The Sports Complex is located in the southwest quadrant of the City along primary roadways and is less than two miles from State Route 65.*

PSCF-I-13. Conduct community surveys as needed to identify unmet demand for park and recreation services. The Parks and Leisure Services Commission will take the lead in conducting and evaluating the survey.

***Compliance:** The Porterville Parks and Leisure Master Plan had two public workshops that included surveying the participants to identify needs and preferences. The survey was also posted on the City's website for additional input. A survey also included interviewing local stakeholders for their input.*

PSCF-I-14. Develop a safe and efficient trail network throughout the City that links parks and other key City destinations.

***Compliance:** The Butterfield Historic Trail, the Rails to Trails project, and the Tule River Trailway provide an efficient and safe way to link parks and key destinations to the residents and visitors in the City of Porterville. Trailways in the City of Porterville are an ongoing program.*

PSCF-I-15. Continue to support the development of the Tule River Parkway bicycle and pedestrian path and the Rails to Trails project.

***Compliance:** The City of Porterville continues to expand on the trailways and install amenities along the paths.*

PSCF-I-16 Work with the appropriate government agencies and local businesses to produce a bicycle map that shows touring and commuting bicycle routes, mountain bike trails, and school commute routes.

***Compliance:** The bicycle map is a future project once the trailways system has been completed.*

PSCF-I-17. Involve citizens, especially the youth, in maintaining park areas through participation in park watches, citizen-based graffiti watches, and cleanup and repair.

***Compliance:** The Parks and Leisure Master Plan encourages volunteerism.*

GOALS AND POLICIES DEVELOPED FROM THE MASTER PLAN PROCESS.

GOAL. Increase capacity to meet future demand (population growth).

POLICY. Provide a range of park and recreational facilities to serve the needs of all residents.

POLICY. Establish and maintain a high-quality public park system for Porterville.

POLICY. Identify the community's needs and interests through a public participation process.

POLICY. Integrate and provide for the addition of facilities and amenities as identified in this Parks and Leisure Master Plan.

POLICY. Maintain and improve existing facilities, parks, and trails as identified in this Parks and Leisure Master Plan.

POLICY. Develop criteria for incorporating restrooms in new and renovated community parks.

POLICY. Look at improving park user satisfaction in Porterville by increasing shade for picnic areas and playgrounds, making security enhancements, increasing maintenance staff, adding restrooms at specific locations, installing lighting where needed and appropriate, and developing other amenities.

POLICY. Integrate multigenerational activities, amenities, and events into new parks and existing parks where feasible.

POLICY. Implement area standards for dual-use parks. For parks utilizing storm basins to meet the park acreage requirements, basin depth, slope, and size shall be reviewed and approved by the City of Porterville Engineer.

POLICY. Develop new parks with high-quality park facilities that are durable and require low maintenance, wherever possible.

POLICY. The City should develop a policy for the use of inflatable amusement devices or bounce houses in City parks that require a reservation that limits the bounce house location, prohibits bounce houses that use water, and provides for the safety of its users.

GOAL. Provide a system of park classifications and amenity requirements for future parks that serve their intended purpose.

POLICY. Continue to maintain an even distribution of parks throughout the City based on the preferred service area criteria contained in this Master Plan.

POLICY. Adopt a long-term strategy to acquire and develop neighborhood and community parks as defined by the distance radii of a one-half-mile to two-mile service areas,

respectively, to maintain the Parks Master Plan goal of a minimum of 4.45 acres per 1,000 population.

POLICY. Pursue new improvements of the Porterville Sports Complex community park containing the types of amenities and facilities as outlined in this Master Plan to meet the future demand for recreation in Porterville.

POLICY. Pursue the development of the Porterville Sports Complex to ultimately serve as a regional park.

GOAL Develop a definitive program for the renovation of existing recreation facilities and the development of future facilities.

POLICY. The future of parks and leisure for the City of Porterville for the next 15+ years shall be determined by the goals, policies, and guidelines set forth in this Master Plan.

POLICY. Renovation of existing parks shall be accomplished according to the timing of available funding and prioritized set forth in this document.

POLICY. Design park facilities to be as flexible as possible to adapt to changes in the population served and the recreation programs offered.

POLICY. Retrofit existing parks, as appropriate, to reduce maintenance costs and water use and to improve safety and aesthetics.

POLICY. To improve the quality of life and health of our residents, consider a ban on the use of tobacco products at most, if not all, City parks and leisure facilities.

POLICY. Establish a plan for playground replacement and addition of new equipment where space is available at each park location where needed. Start with the highest priority first.

GOAL. Improve connectivity to parks.

POLICY. Continue to expand on the City's trailways.

POLICY. Identify and fill in gaps in pedestrian and bicycle connectivity to parks, recreational facilities, and trails.

POLICY. Treat all trailways as linear parks with at least three or more amenities: shade trees, benches, trash containers, exercise stations, dog waste stations, drinking fountains, distance markers, and picnic tables.

POLICY. Include trailways as acreage when determining park acreage per 1,000 residents and update the General Plan accordingly.

POLICY. Pursue a system of solar-powered night lighting along the City's trails.

POLICY. Continue to provide a unified and consistently marked trail system throughout the City, including bikeways, pathways, sidewalks, and other trails that link key destinations in the City, including parks and leisure facilities, community facilities, public schools, Porterville College, and downtown Porterville.

POLICY. Include funding for trail acquisition and trail improvements in the Park Impact Fee Program.

GOAL. Work at achieving sustainable landscapes, parks, and facilities.

POLICY. Pursue the conservation of water in parks and facilities by updating irrigation systems; installing water-saving elements in buildings such as restrooms, concession stands, and community centers; and replacing high-water use landscaping such as lawn areas with drought tolerant and low-water use planting and hardscape materials where appropriate.

POLICY. Pursue development of green infrastructure by incorporating pervious surfaces and bio-retention features to recharge and cleanse stormwater runoff where feasible.

POLICY. Pursue the incorporation of energy-efficient features in parks and facilities, such as solar lighting, integrating solar-powered lighting and solar panels on rooftops and covered parking, and use of LED technology.

POLICY. Increase shade and the number of trees within the park system.

GOAL. Improve signage and wayfinding for parks in the City of Porterville.

POLICY. Seek to provide all new and unnamed existing parks with a park identification sign and method to name them, i.e., community involvement, park naming contests, etc.

POLICY. Seek to provide park rules signage at all City parks.

POLICY. Pursue the development of a wayfinding system for all community park(s) in the City.

GOAL. Expand financial opportunities.

POLICY. Acquire and develop parks and open spaces, consistent with the ability of the City to finance acquisition and operation to reach a functional goal of 4.45 acres per 1,000 residents.

POLICY. Develop a 15-year capital infrastructure and equipment plan that responsibly plans and guides park needs. A five-year capital plan for parks and leisure shall be formally adopted.

POLICY. Continue to track and pursue grant and funding opportunities.

POLICY. Investigate opportunities for donations, sponsorships, fees, and naming rights.

POLICY. Create a master plan that will successfully compete with other communities for funding opportunities.

POLICY. Determine methods for increasing park revenues, such as fees to reserve picnic pavilions for family events and other large gatherings.

POLICY. Where feasible and beneficial to the City of Porterville, the City should advance partnerships with other providers or organizations, such as local and regional sports and recreation organizations, to help meet community needs.

POLICY. Encourage volunteerism and community-built projects, such as community gardens, dog parks, and bicycle skill courses.

POLICY. Pursue Landscape and Lighting Districts (LLDs) for operational funding to provide a dedicated funding source for park development and maintenance.

GOAL. Address accessibility, including park visitors with disabilities.

POLICY. Identify ADA access needs within and to City parks and make necessary improvements. Note: The City has hired a consultant who is working on an ADA Transition Plan for the City that includes ADA access needs for parks and leisure facilities.

POLICY. Ensure that miniparks and neighborhood parks have access from local streets and residential collectors and community parks have access from arterial roadways or major collectors.

POLICY. Pursue service area standards based on the following distance criteria for each park classification:

- Minipark: one-quarter mile radius.
- Neighborhood Park: one-half mile radius.
- Community Park: one- to two-mile radius preferred, up to three-mile radius acceptable.

8.2 - Opportunities: Renovations and New Facilities

The City is currently responsible for the maintenance of 281.3 acres of existing parks, trailways, and recreational facilities. Many of them have equipment and materials in need of renovation, repair, or replacement. Upgrades are constantly being made at all the parks and facilities, and with the development of a Capital Improvements Plan and a prioritized budget for repair and replacement, they can be better scheduled and better funded.

Items the parks need include playground equipment, picnic tables, bench replacements, parking lot improvements, park identification and rules signage, landscape replacement, and turf and irrigation management. Better access/sidewalks are needed in other parks, and safety features such as lighting or fencing may be required. These renovations and improvements are identified in Table 8-1. Needed improvements were identified on a site tour with City staff, discussions with stakeholders, and input from the community.

8.3 - Prioritization

Prioritization of installation and maintenance of all City parks, trailways, and facilities is based on the following factors:

- Urgency of repair/replacement. (Is it likely to cause serious injury or harm?)
- Frequency of public access. (What is the pressure to return to service?)
- Availability for repair/replacement. (Can it or should it be replaced immediately?)
- Cost of repair/replacement. (Can the costs be absorbed or postponed?)
- Input from the City Parks and Leisure Services Commission and staff.
- Input from the City Public Works staff (if needed).
- Input from the community.
- Input from the City Council.

Table 8-1 identifies a listing of park renovations and improvements and their estimated costs. Parks requiring renovations and improvements are ranked from high priority to low priority. An estimated cost for the renovations and improvements for each park project is identified in the column on the right. At any time, the City may consider that any one park or any specific renovation/improvement may need to take priority over another park based on several factors such as timing for a grant, concerns and changing needs by City residents, available funding, and so on.

The City's parks were prioritized for renovations and new improvements in the following order:

1. Sports Complex
2. Veterans Park and Skatepark
3. Henry Street Park
4. Murry Park and Pool
5. Zalud Park
6. Fallen Heroes Park
7. Centennial Park
8. Hayes Field
9. Lions Minipark
10. Lime Street Minipark
11. North Park

Table 8-1
Projects for Existing Facilities

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
PORTERVILLE SPORTS COMPLEX, 2701 W. SCRANTON AVENUE, 72.0 ACRES						
Phase 1 (0–5 years)						
NOTE: The City should contract with a Landscape Architect/Engineer for the development of a comprehensive Master Plan that optimizes the new design parameters with the overall function of the existing park spaces, playing fields, programmed elements, and parking lots.		1	LS	\$12,500.00	\$12,500.00	
NOTE: Consider a re-design and revised layout to the parking area that maximizes the use of space and access prior to beginning paving. Engineering is required.		1	EA	\$3,500.00	\$3,500.00	
1.	Furnish and install 950 LF of bollard and chain system at the perimeter of parking lots to define the edge and restrict vehicle access to fields (south and west sides).	950	LF	\$41.10	\$39,045.00	
2.	Furnish and install 14 new solar security lights for the north-side parking lot.	14	EA	\$7,000.00	\$98,000.00	
3.	Furnish and install approximately 8,000 LF of 8-foot-wide asphalt trail around the perimeter of the park.	64,000	SF	\$8.00	\$512,000.00	
4.	Install 1,500 LF of 5-foot-wide concrete sidewalk connecting restrooms and picnic shelters to trail and parking lots.	7,500	SF	\$8.00	\$60,000.00	
5.	Furnish and install 200 new 24-inch box shade trees along the trail and furnish and install irrigation.	200	EA	\$500.00	\$100,000.00	225 plus install
6.	Furnish and install eight new benches with integrated shade cover and a trash receptacle at approximately 1,000-foot intervals along the proposed trail and connector walks. Trash receptacles should be located near proposed benches or exercise stations.	8	EA	\$3,250.00	\$26,000.00	
7.	Furnish and install eight new, exercise stations along the trail.	8	EA	\$18,000.00	\$144,000.00	
8.	Furnish and install three new pet stations along the proposed trail.	3	EA	\$900.00	\$2,700.00	
9.	Furnish and install new asphalt pavement, striping, and ADA-compliant connections for the 44,700 SF northwest parking area near the dog park.	44,700	SF	\$8.00	\$357,600.00	
10.	Furnish and install 210 LF of chain on existing bollards.	210	LF	\$1.15	\$242.00	
11.	Furnish and install two new east-facing, softball fields on the northwest side of the site, adjacent to existing fields.	2	LS	\$375,000.00	\$750,000.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
12.	Furnish and install 10 new, solar security lights places for the northwest (dog park) parking lot.	10	EA	\$7,000.00	\$70,000.00	
13.	Furnish and install 250 new 24-inch box shade trees in/around parking lots.	250	EA	\$500.00	\$125,000.00	225 plus install
14.	Furnish and install 150 SF chain-link sallyport and concrete pad at the entrance to dog parks.	150	LF	\$45.00	\$6,750.00	
15.	Furnish and install an 800 SF paw (wading) pool' near the dog park entrance area to cool and clean pets after play and before loading.	1	LS	\$7,800.00	\$7,800.00	
16.	Furnish and install 50 new 24-inch box shade trees in the northwest (dog park) parking lot.	50	EA	\$500.00	\$25,000.00	
17.	Furnish and install one baseball field with sports lighting, backstop, and bleachers.	1	EA	\$850,000.00	\$850,000.00	
Subtotal					\$3,190,137	
Phase 2 (5–10 years)						
NOTE: Consider a re-designed and revised layout that maximizes the use of space and access prior to beginning paving. Engineering is required.		1	EA	\$7,800.00	\$7,800.00	
1.	Furnish and install one prefabricated ADA-compliant restroom unit at the southeast end of the park between the proposed soccer/baseball fields and the parking area.	1	LS	\$260,000.00	\$26,000.00	
2.	Furnish and install a new ADA-compliant amphitheater space with a sound stage similar to the Woodlake CA amphitheater and sound/performance stage.	1	EA	\$3,500,000.00	\$3,500,000.00	
3.	Furnish and install a 1,000 SF ADA-compliant concrete dance floor area in front of the amphitheater stage (do not reduce existing turf play area).	1,000	SF	\$6.50	\$6,500.00	
4.	Furnish and install five new ADA-compliant picnic shelters (approximately 20-foot x 30-foot) on concrete pads (approximately 1,200 SF) with up to six new ADA-compliant tables in each. Include 110V electrical access security lighting and potable water and connector walks at each.	5	EA	\$44,500.00	\$222,500.00	
5.	Furnish and install 10 new trash receptacles at/or near proposed picnic pavilions.	10	EA	\$2,850.00	\$28,500.00	
6.	Furnish and install five new BBQ units and concrete access pad – one at each pavilion.	5	EA	\$1,200.00	\$6,000.00	
7.	Furnish and install new asphalt pavement, striping, and ADA-compliant connections for the 70,000 SF West Street parking lot.	70,000	SF	\$15.00	\$1,050,000.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
8.	Furnish and install 12 solar security lights for the west-side parking lot.	12	EA	\$7,000.00	\$84,000.00	
9.	Furnish and install two fully outfitted competition sand volleyball courts.	2	EA	\$15,000.00	\$30,000.00	
10.	Furnish and install new ADA-compliant bleacher seating and pad for 50 spectators on one side of the proposed sand volleyball courts.	1	EA	\$16,725.00	\$16,725.00	
11.	Furnish and install two new 15,000 SF tot play structure areas (2-5 years old) and two new pre-teen play structure areas (5-12 years old).	4	EA	\$225,000.00	\$900,000.00	
				Subtotal	\$6,104,225.00	
Phase 3 (10–15+ years)						
	NOTE: Consider a re-designed and revised layout for the parking area that maximizes the use of space and access prior to beginning paving. Engineering is required.	1	LS	\$3,500.00	\$3,500.00	
	NOTE: Consider the reuse of solar lights from Veterans Park if/when they become available.	12	EA	\$1,000.00	\$12,000.00	
	NOTE: Existing OHV/BMX park to be relocated by City (not in current budget).	1	LS	\$65,000.00	\$65,000.00	12 acres
1.	Furnish and install new asphalt pavement, striping, and ADA-compliant connections for the 368,000 SF east parking lot.	368,000	SF	\$15.00	\$5,520,000.00	
2.	Furnish and install 375 new shade trees (15 gal.) at the east parking lot including irrigation.	375	EA	\$200.00	\$75,000.00	
3.	Furnish and install 20 solar security lights for the east-side parking lot.	20	EA	\$7,000.00	\$140,000.00	
				Subtotal	\$5,735,000.00	
	OPTION: Furnish and install solar / shade structures in available parking areas to provide additional electric power for park facilities and shade for vehicles.	62,500	SF	\$25.00	\$1,562,500.00	1,250-foot by 50-foot wide
	OPTION: Furnish and install 7,400 SF of poured-in-place surfacing at the playground to reduce maintenance of fiber levels.	7,400	SF	\$20.00	\$148,000.00	
	OPTION: Installation of performance stage with enhanced lighting and sound systems.	1	EA	\$365,000.00	\$365,000.00	Poured concrete stage/steps with metal cover, lighting, and sound.
	OPTION: Iraq War Memorial, location, design, and installation by others.	1	EA	\$1,000,000.00	\$1,000,000.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
VETERANS PARK AND SKATEPARK, 1501 W. HENDERSON AVENUE, 26.0 ACRES						
1.	Furnish and install two new ADA-compliant picnic shelters (20-foot x 26-foot) with ADA-compliant tables, trash containers, security lighting, 110V power, and potable water at each. Locate in the 'loop' in the trail at the southeast corner of the park, between the existing walkway and the parking lot.	2	EA	\$42,000.00	\$85,000.00	
2.	Furnish and install new wireless security cameras at the skatepark.	4	EA	\$1,100.00	\$4,400.00	
3.	Slurry seal and restripe 12,500 SF Newcomb Street parking lot.	12,500	SF	\$2.75	\$34,375.00	
4.	Furnish and install four new shade structures over existing picnic tables.	4	EA	\$2,500.00	\$10,000.00	Belson STS765S
5.	Furnish and install two park monument ID signs (one at/near each parking lot).	2	EA	\$12,000.00	\$24,000.00	
6.	Furnish and install a new climbing wall/structure in the playground area.	1	EA	\$18,500.00	\$18,500.00	
7.	Furnish and install three new ADA-compliant three-way (hi/low/bottle-fill) drinking fountains.	3	EA	\$7,000.00	\$21,000.00	
8.	Furnish and install seven new 36-inch box shade trees at the parking lot and provide irrigation for each.	7	EA	\$900.00	\$6,300.00	
9.	Furnish and install 15 new ADA-compliant trash receptacles to replace existing and missing.	15	EA	\$2,850.00	\$42,750.00	
10.	Furnish and install two new pet stations along the walking trail.	2	EA	\$900.00	\$1,800.00	
11.	Furnish and install four new shade structures over existing benches.	4	EA	\$1,650.00	\$6,600.00	Belson STS765BA
12.	Furnish and install seven new park rules signs at select locations. (Playground entry (2), skatepark (1), picnic shelters (2), and parking (2).)	7	EA	\$500.00	\$3,500.00	
13.	Furnish and install 7,400 SF of replacement, engineered wood fiber in the existing play area. (Restore to recommended 'safe' levels.)	7,400	SF	\$2.35	\$17,390.00	
14.	Replace 15 existing solar lights with new fixtures within 5-10 years. Reuse fixtures at other location(s).	15	EA	\$7,000.00	\$105,000.00	
15.	Install a 30,000 SF dog park near the southeast portion of the park. (Locate away from picnic pavilions.)	30,000	SF	\$25.00	\$750,000.00	30,000 SF
				Subtotal	\$1,130,615.00	
OPTION: Furnish and install 7,400 SF of poured-in-place surfacing at the playground to reduce maintenance of fiber levels.		7,400	SF	\$20.00	\$148,000.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
OPTION: Installation of performance stage with enhanced lighting and sound systems.		1	EA	\$365,000.00	\$365,000.00	Poured concrete stage/steps with metal cover, lighting, and sound.
OPTION: Iraq War Memorial, location, design, and installation by others.		1	EA	\$1,000,000.00	\$1,000,000.00	
HENRY STREET PARK, 5.4 ACRES – NEW INSTALLATION						
NOTE: The City should contract with a Landscape Architect/Engineer for the development of a comprehensive Master Plan that optimizes park layout and design. The square footage and costs identified below are estimates only and subject to a final design and engineered site plan.						
1.	Furnish and install site grading per the engineered grading plan.	1	LS	\$5,800.00	\$5,800.00	
2.	Furnish and install a new irrigation system for the entire (164,000 SF) site (Can be developed in phases).	164,000	SF	\$1.75	\$287,000.00	
3.	Furnish and install 90,000 SF of hydroseed in proposed turf areas.	90,000	SF	\$0.70	\$63,000.00	
4.	Furnish and install prefabricated four-stall restroom facility. (accommodate utilities and infrastructure).	1	LS	\$260,000.00	\$260,000.00	
5.	Furnish and install 20 spaces of 90-degree internal parking along the Henry Street side of the site (4,800 SF).	4,800	SF	\$15.00	\$72,000.00	
6.	Furnish and install two new 16-foot by 20-foot picnic shelters with 800 SF concrete pads.	2	EA	\$36,250.00	\$72,500.00	
7.	Furnish and install two new ADA-compliant 8-foot, picnic tables for each (16-foot x 20-foot) shelter.	4	EA	\$1,850.00	\$7,400.00	
8.	Furnish and install four new trash containers on concrete pads at or near proposed picnic shelters.	4	EA	\$1,280.00	\$5,120.00	
9.	Furnish and install six new ADA-compliant park benches with concrete pads.	6	EA	\$1,650.00	\$9,900.00	
10.	Furnish and install 1,500 LF of 5-foot wide concrete sidewalks connecting the parking area to the bridge, picnic areas, and other internal circulation walkways.	7,500	LF	\$8.00	\$60,000.00	
11.	Furnish and install a lighted pedestrian crossing at the intersection of E. Putnam Avenue at its intersection with the western Murry Park entrance (Park Street) and Henry Street. (Incorporate traffic calming devices such as bulb-outs, markings, speed reduction paving, signage, and enforcement along this portion of E. Putnam.)	1	LS	\$45,000.00	\$45,000.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
12.	Furnish and install 10 new solar security lights on 16-foot poles.	10	EA	\$7,000.00	\$70,000.00	
13.	Furnish and install 24 new (36-inch box) shade trees along the perimeter.	24	EA	\$900.00	\$21,600.00	
14.	Furnish and install 45,000 SF of landscaping along walkways and edges.	45,000	SF	\$2.25	\$101,250.00	
15.	Furnish and install five new, disc golf holes on the site. (Make playable with holes at Murry Park.)	5	EA	\$1,000.00	\$5,000.00	
16.	Clear the entire site of trash and unwanted vegetation, including the pond area and island.	1	LS	\$1,500.00	\$1,500.00	
17.	Furnish and Install 8,000 SF landscaping (shrubs and ornamental grasses) on the pond island.	8,000	SF	\$2.25.00	\$18,000.00	
18.	Furnish and install a 75-foot by 8-foot-wide pedestrian bridge from the internal walkway system to the island in the pond area.	1	LS	\$60,000.00	\$60,000.00	
				Subtotal	\$1,165,070.00	
OPTION: When improvements to Cleveland Avenue at the north of the park are completed, install 20 additional 90-degree pull-in parking spaces (4,000 SF asphalt paving with curbing and striping).		4,000	SF	\$15.00	\$60,000.00	
MURRY PARK AND POOL, 500 E. PUTNAM AVENUE, 36.1 ACRES						
NOTE: City to contract with a Landscape Architect for design proposals for the establishment of a sustainable and naturalized solution to pond edge management. (Incorporate the use of bio-sensitive, permeable, vegetative edges along the perimeter of the pond that still maintain water access through a combination of concrete and natural edge solutions.)		1	LS	\$10,000.00	\$10,000.00	
BY OTHERS: Pool and Restrooms/Administrative Building		1	LS	\$465,000.00	\$465,000.00	
1.	Furnish and install 23,000 SF of new parking lot pavement, striping, and solar/security lighting in the new 'upper' parking lot across from the pool entry area.	23,000	SF	\$18.00	\$414,000.00	
2.	Furnish and install a 35-foot-long by 8-foot-wide marked and signed crosswalk between the new upper parking area and the existing pool entry/exit area. An engineered plan is required.	1	LS	\$30,000.00	\$30,000.00	
3.	Repair and replace 1,200 LF of new concrete embankment around the edge of the duck pond.	9,600	SF	\$12.00	\$115,200.00	
4.	Furnish and install one new 30-foot x 50-foot covered picnic/event pavilion over the existing central picnic area pad.	1	LS	\$68,000.00	\$68,000.00	

	Renovations and Improvements List	QTY	Unit	Unit Cost	Total	Notes
5.	Furnish and install 250 LF of 5-foot-wide ADA-compliant concrete sidewalk from the existing pool entry/exit area to the lower parking area along Park Street. An engineered grading plan will be required.	1,250	SF	\$8.00	\$10,000.00	
6.	Furnish and install 275 LF of 5-foot-wide ADA-compliant concrete sidewalk from Park Street access drive at the south end of the south parking lot to the existing sidewalk at N. Corona Drive. (Connect to the 475 LF segment along the parking lot.) An engineered grading plan will be required.	1,375	SF	\$8.00	\$11,000.00	
7.	Furnish and install 475 LF of 5-foot-wide ADA-compliant concrete sidewalk along the interior side of the south parking lot to Park Street access drive. (Connect to 250 LF segment from the pool.) An engineered grading plan will be required.	2,375	SF	\$8.00	\$19,000.00	
8.	Furnish and install three ADA-compliant concrete access ramps (with truncated domes) connecting ADA-parking stalls to internal circulation walkways and picnic areas. An engineered grading plan is required.	3	EA	\$4,200.00	\$12,600.00	
9.	Furnish and install 640 LF of 5-foot-wide ADA-compliant concrete sidewalk along E. Putnam Avenue from N. Park Street to N. Park Drive. An engineered grading plan will be required.	3,200	SF	\$8.00	\$25,600.00	
10.	Furnish and install 605 LF of 5-foot-wide ADA-compliant concrete sidewalk along E. Putnam Avenue from N. Park Drive to N. Leggett Street. An engineered grading plan will be required.	3,025	SF	\$8.00	\$24,200.00	
11.	Furnish and install an additional 58,000 SF of slurry seal on Park Drive from the north-side parking lot to the south end of the south-side parking lot at the access drive (14,500 x 28).	58,000	SF	\$2.75	\$159,500.00	
12.	Furnish and install 50,000 SF of slurry seal and striping to the northeast entry drive and parking areas.	50,000	SF	\$2.75	\$137,500.00	
13.	Furnish and install 1,200 LF of the new 5-foot concrete walkway around the existing pond to allow access to the perimeter walk.	6,000	SF	\$8.00	\$48,000.00	
14.	Furnish and install 1,230 LF of 5-foot-wide concrete over the existing gravel pathway connecting picnic areas.	6,150	SF	\$8.00	\$49,200.00	
15.	Furnish and install a new restroom building near the north-end picnic areas.	1	LS	\$260,000.00	\$260,000.00	
				Subtotal	\$1,858,800.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
ZALUD PARK, 700 N. EL GRANITO STREET, 14.6 ACRES						
NOTE: Review course layout for the possibility of additional disc golf 'holes.'		1	LS	\$1,500.00	\$1,500.00	
1.	Furnish and install concrete paving over the existing DG trail from the southeast corner of the El Granito parking lot curving eastward to meet with the existing north-south trail.	4,360	SF	\$8.00	\$34,880.00	545' LF x 8' W
2.	Furnish and install one new ADA-compliant picnic pavilion (30-foot x 60-foot) with a concrete pad, just east of the El Granito cul-de-sac. Provide 110V electrical access, security lighting, and potable water supply.	1	LS	\$72,500.00	\$72,500.00	
3.	Furnish and install 12 new ADA-compliant picnic tables in the proposed picnic pavilion.	12	EA	\$2,850.00	\$34,200.00	
4.	Furnish and install 440 LF of 5-foot-wide ADA-compliant, graded walkway from the apex of El Granito cul-de-sac to the new proposed ADA-access ramp at Henderson Avenue parking lot.	2,200	SF	\$8.00	\$17,600.00	
5.	Furnish and install 380 LF of the 8-foot-wide new concrete trail from the future Butterfield connection plaza to the dead-end sidewalk at the northeast end of the El Granito parking lot near the pump enclosure.	3,040	SF	\$8.00	\$24,320.00	
6.	Furnish and install 120 LF of 6-foot-wide new ADA-compliant concrete access ramp from Henderson Ave parking lot to lower ballfield area and internal circulation path. (integrate with proposed amphitheater seating design).	720	SF	\$8.00	\$5,760.00	
7.	Furnish and install an ADA-compliant curb ramp on the north side of the El Granito parking lot to access the existing and proposed internal circulation on the north side of the park.	1	EA	\$3,800.00	\$3,800.00	
8.	Repair and resurface two existing basketball courts.	2	EA	3,250.00	\$6,000.00	
9.	Furnish and install 10 new butterfly bushes around the north bioretention basin.	10	EA	\$60.00	\$600.00	
10.	Furnish and install two new ADA-compliant benches on accessible pads at the north-side bioretention basin.	2	EA	\$2,850.00	\$5,700.00	
11.	Furnish and install 70 LF of a 5-foot-wide concrete walkway to connect benches at the north-side bioretention basin to internal circulation paths.	350	SF	\$8.00	\$2,800.00	
12.	Furnish and install four flora and fauna interpretive signs at the north-side bioretention basin.	4	EA	\$800.00	\$3,200.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
13.	Furnish and install five new parking lot security lights at the El Granito Street parking lot.	5	EA	\$7,000.00	\$35,000.00	
14.	Furnish and install 350 LF of 5-foot-wide concrete sidewalk along the east side of El Granito Street from the north parking lot entrance to the apex of the cul-de-sac.	1,750	SF	\$8.00	\$14,000.00	
15.	Furnish and install 800 SF concrete amphitheater-style seating into the existing slope north of the existing north ballfield (utilize four-foot grade difference) (possibly incorporate proposed ADA-access ramp from the parking lot to lower playing field surface).	1	LS	\$36,000.00	\$36,000.00	
AND/OR						
16.	Furnish and install two new bleacher sets (30-person with ADA-cutout) on the home and visitor sides of the north ballfield.	2	EA	\$12,500.00	\$25,000.00	
17.	Demolish and dispose of 2,200 SF of existing concrete flatwork behind the northern baseball field backstop area and install new irrigated groundcover.	1	LS	\$2,580.00	\$2,580.00	
18.	Furnish and install six 36-inch box-sized shade trees behind the northern baseball diamond. (Incorporate amphitheater and tot-lot areas.)	6	EA	\$900.00	\$5,400.00	
19.	Furnish and install two new ADA-compliant shade structures over existing dugouts at the north ballfield.	2	EA	\$17,000.00	\$34,000.00	Beacon Athletics 30 x 10 painted steel cover \$13,000 and add fence surround and installation
20.	Furnish and install three new ADA-compliant picnic table stations with concrete pads and trash receptacles at each.	3	EA	\$5,700.00	\$17,100.00	
21.	Furnish and install eight new security lights in the existing Henderson Avenue parking lot.	8	EA	\$7,000.00	\$56,000.00	
22.	Repair/replace four damaged, existing, disc golf baskets.	4	EA	\$500.00	\$2,000.00	
23.	Slurry seal and restripe 22,300 SF El Granito Street parking lot.	22,300	SF	\$2.75	\$61,325.00	
24.	Slurry seal and restripe 21,500 SF Henderson Avenue parking lot.	21,500	SF	\$2.75	\$59,125.00	
25.	Furnish and install 130 LF of 5-foot-wide ADA-compliant graded walkway from pump station to baseball diamond landing area.	650	SF	\$8.00	\$5,200.00	
26.	Furnish and install 100 LF of 5-foot-wide new concrete over the existing walkway along the west side of the existing basketball courts.	500	SF	\$8.00	\$4,000.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
27.	Furnish and install universal access tot-lot play area/structure above the proposed amphitheater seating area. (Locate at the top of the existing slope and between the edge of the existing Henderson Avenue parking lot and the proposed Butterfield Trail Corridor to the east.)	1	EA	\$75,000.00	\$75,000.00	
28.	Furnish and install one new ADA-compliant three-way (hi/low/bottle-fill) drinking fountain station just north of the north field backstop. Repair and utilize existing connection and location if possible.	1	EA	\$7,100.00	\$7,100.00	
29.	Furnish and install 250 LF of 4-foot-tall wrought iron fencing around the proposed tot-lot play area/structure.	250	LF	\$60.00	\$15,000.00	
30.	Furnish and install 12 new ADA-compliant trash receptacles on concrete pads.	12	EA	\$2,850.00	\$34,200.00	
31.	Regrade and repair two existing baseball in-fields and furnish and install 57,000 SF hydroseed in outfields.	57,000	LF	\$1.00	\$57,000.00	
32.	Furnish and install new sports lighting for both existing baseball fields.	1	LS	\$68,000.00	\$68,000.00	
33.	Furnish and install two new disc golf holes.	2	EA	\$1,000.00	\$2,000.00	
Subtotal					\$826,890.00	
FALLEN HEROES PARK, 356 E. CHASE AVENUE, 2.3 ACRES						
1.	Furnish and install approximately 7,000 SF of new rubberized playground tiles within five years (replace existing).	7,000	SF	\$22.50.00	\$157,500.00	4,500 tiles (2.5-inch thick and 20-inch square) \$30 each, plus installation.
2.	Repair and/or replace any broken or damaged fixtures in restrooms.	1	LS	\$6,200.00	\$6,200.00	
3.	Furnish and install new letters/numbers where they are missing on existing trailhead pilasters within five years (two pillars).	1	LS	\$1,850.00	\$1,850.00	
4.	Furnish and install shade sails (30 feet x 40 feet) over exercise equipment area. (1,200 SF)	1,200	SF	\$27.00	\$32,400.00	\$15,000 (1,200 SF, four sails, five posts, Shadetec 320).
5.	Maintain existing 4,000 SF river rock 'bio-swale' and central drainage channel but work with Landscape Architect and/or Civil Engineer on design to reduce/limit future vandalism.	1	LS	\$5,600.00	\$5,600.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
6.	Repair/replace concrete 'corn hole' structures within three years.	4	EA	\$1,450.00	\$5,800.00	Four units @ \$1,450 EA.
7.	Furnish and install 10 new shade sails over the existing play structure and water play area within five years (replace existing).	1	LS	\$25,200.00	\$25,200.00	\$1,200 per triangle (7) and \$1,400 (3) for rectangle, plus installation.
8.	Furnish and install two new water spray guns in the splash park area (replace existing).	2	EA	\$3,600.00	\$7,200.00	
9.	Furnish and install new paint in all restroom interior areas.	1	LS	\$3,600.00	\$3,600.00	
10.	Furnish and install new shade sails over the bench seating area between restrooms and play areas (800 SF).	800	SF	\$27.00	\$21,600.00	\$10,000 (800 SF, three sails, five posts, Shadetec 320).
11.	Add four new 'no-touch' hand dryers in restrooms.	4	EA	\$1,200.00	\$4,800.00	Includes installation and any electrical upgrades.
12.	Review site and amenities for any potential ADA accessibility issues. Upgrade walkways and ramps as needed.	1	EA	\$3,500.00	\$3,500.00	Site Review and Report.
13.	Furnish and install new fitness zone signage within two years.	1	EA	\$800.00	\$800.00	
Subtotal					\$276,050.00	
CENTENNIAL PARK, 296 N. MAIN STREET, 0.4 ACRES						
1.	Furnish and install eight new remote and/or wireless speakers that can be operated from a centralized 'tech hub'. (Optional mount on poles, on building, or roll-in-place) (store inside the adjacent building for security purposes).	1	LS	\$32,500.00	\$32,500.00	To be designed and installed by others.
2.	Furnish and install a new sound system for the gazebo stage area.	1	LS	\$5,400.00	\$5,400.00	To be designed and installed by others.
3.	Furnish and install new electrical USB and HDMI ports and outlets at or near the gazebo stage per design.	1	LS	\$3,600.00	\$3,600.00	To be designed and installed by others.
4.	Furnish and install three new overhead solar lights on the mural wall to increase night-time visibility.	3	EA	\$1,250.00	\$3,750.00	Includes fixtures, wiring, and conduit installation.

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
5.	Furnish and install approximately 88 LF of eave lighting on the existing gazebo.	1	LS	\$600.00	\$600.00	Includes fixtures, wiring, and conduit installation.
6.	Furnish and install one new ADA-compliant three-way water bottle-fill drinking fountain.	1	EA	\$6,700.00	\$6,700.00	Includes fixture, installation, concrete pad, and connection to a potable water source.
7.	Aerate and install grass seed (overseed) on 11,250 SF of existing lawn area.	11,250	SF	\$0.55	\$6,188.00	
8.	Furnish and install eight new sconce lights on the existing gazebo.	8	EA	\$280.00	\$2,240.00	Includes fixtures, wiring, and conduit installation.
9.	Install up to 1,000 SF of new concrete pad (dance floor) for the stage/performance venue.	1,000	SF	\$6.50	\$6,500.00	
				Subtotal	\$67,478.00	
OPTION: Furnish and install 11,250 SF of new ADA-compliant synthetic turf.		11,250	SF	\$5.45	\$61,313.00	Includes site demolition, preparation, and new installation.
HAYES FIELD, 945 W. MULBERRY AVENUE, 7.5 ACRES						
1.	Furnish and install ADA-compliant concrete amphitheater-style seating on the slope east of the restroom/concession (40 LF with 40 LF of metal handrail).	1	LS	\$32,500.00	\$32,500.00	
2.	Furnish and install one 24-foot long by 22-foot wide shade arbor at the east end of the restroom/concession structure.	1	LS	\$26,500.00	\$26,500.00	
3.	Furnish and install security cameras at the restroom/concession building.	4	EA	\$1,100.00	\$4,400.00	
4.	Furnish and install eight exterior security lights at/near the existing restroom facility.	8	EA	\$7,000.00	\$56,000.00	
5.	Repair/replace broken or missing fixtures in existing restrooms with new ADA-compliant fixtures.	1	LS	\$6,800.00	\$6,800.00	
6.	Install approximately 500 LF x 6-foot high CMU wall along the eastern property line.	500	LF	\$285.00	\$142,500.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
7.	Furnish and install 15 solar security lights on 16-foot poles in the existing parking area.	15	EA	\$7,000.00	\$105,000.00	
8.	Paint the interior of all existing restroom/concession areas after repairs.	1	LS	\$3,600.00	\$3,600.00	
9.	Paint the exterior of the restroom/concession structure (approximately 800 SF).	1	LS	\$3,800.00	\$3,800.00	
10.	Repair/replace approximately 600 SF concrete patio flatwork around the restroom/concession building.	600	SF	\$10.00	\$6,000.00	
11.	Furnish and install 110 LF of ADA-compliant metal handrail on the south side of the restroom building at the outside edge of the concrete walkway.	110	LF	\$50.00	\$5,500.00	
12.	Furnish and install 135 LF of ADA-compliant metal handrail on the north side of the restroom building at the outside edge of the adjacent concrete walkway.	135	LF	\$50.00	\$6,750.00	
13.	Slurry seal and restripe 42,200 SF of existing asphalt parking lot.	42,240	SF	\$2.75	\$116,160.00	\$2 SF for slurry seal. \$1 LF striping @ .75 SF.
14.	Furnish and install two ADA-compliant access ramps (with truncated domes).	2	EA	\$3,800.00	\$7,600.00	
15.	Furnish and install two ADA-compliant gates from ADA-parking spaces to internal circulation walks (one to the north of the concession area and one to the south.)	2	EA	\$850.00	\$1,700.00	
16.	Regrade, aerate, and over-seed the outfield turf areas of three baseball/softball fields (80,000 SF).	80,000	SF	\$0.65	\$52,000.00	
Subtotal					\$576,810.00	
LIONS MINIPARK, 191 ORANGE AVENUE, 0.25 ACRES						
1.	Furnish and install approximately 3,900 SF of new concrete sidewalk from the entry gate to the existing playground area.	3,900	SF	\$6.50	\$25,350.00	
2.	Furnish and install one ADA-compliant access ramp from the walkway into the existing playground area.	1	LS	\$3,800.00	\$3,800.00	Concrete with truncated domes.
3.	Make structural and cosmetic repairs to the existing 500 SF pump house structure on the southeast corner of the site. Repair/replace 'dry-rot' on exposed wooden eaves and fascia. Repaint the building exterior and repair eaves. Repair/replace the existing roof as needed. Review the security of building locks and non-entry measures. Install security lighting on the structure. Add landscaping and irrigation at the front and sides	1	LS	\$10,500.00	\$10,500.00	

	Renovations and Improvements List	QTY	Unit	Unit Cost	Total	Notes
	of the building. Paint 'faux' windows and doorways on existing openings. Generally, improve curb appeal.					
4.	Furnish and install a minimum of two security lights on 16-foot poles for lighting entry locations and amenities.	2	LS	\$7,000.00	\$14,000.00	
5.	Furnish and install one new ADA-compliant 75-foot long zip-line play equipment piece in the playground area to the north and east of the existing play structure.	1	LS	\$52,000.00	\$52,000.00	28,500 plus install.
6.	Furnish and install a new 20-foot by 40-foot shade structure to protect the play structure area.	1	LS	\$42,800.00	\$42,800.00	
7.	Furnish and install one ADA-compliant access ramp from the existing street to the existing sidewalk. (Locate near the entry gate and walk.)	1	LS	\$3,800.00	\$3,800.00	
8.	Remove and dispose of approximately 285 LF of existing chain-link fencing materials surrounding the existing park area (east, north, and west).	1	LS	\$1,800.00	\$1,800.00	
9.	Furnish and install 285 LF of new 4-foot black powder-coated chain-link fence around the east, north, and west sides of the existing park area.	285	LF	\$35.00	\$9,975.00	
10.	Furnish and install one new maintenance access opening with two properly mounted, 4-foot tall by 6-foot wide, black powder-coated chain-link, swing gates with locking devices. Locate on the west side alley at/near the same location as the current opening with no gate.	1	LS	\$1,800.00	\$1,800.00	
11.	Remove and dispose of 95 LF of existing chain-link fencing along Olive Avenue frontage.	1	LS	\$600.00	\$600.00	
12.	Furnish and install 95 LF of new wrought iron fencing along Olive Avenue frontage with one, 4-foot-wide, self-latching, main gate at the same location as existing.	95	LF	\$60.00	\$5,700.00	
13.	Furnish and install one new ADA-compliant drinking fountain with a bottle-fill station within the park boundaries.	1	LS	\$7,800.00	\$7,800.00	
14.	Remove and replace two existing picnic tables and furnish and install two new ADA-compliant picnic tables with integrated overhead shade on existing pads.	1	LS	\$8,200.00	\$8,200.00	
15.	Furnish and install two new ADA-compliant trash receptacles on 30 SF concrete pads at or near each picnic shelter.	2	LS	\$2,800.00	\$5,600.00	
16.	Furnish and install two new ADA-compliant spring rider play equipment pieces in the existing play area (replace existing or missing).	2	LS	\$1,400.00	\$2,800.00	

Renovations and Improvements List		QTY	Unit	Unit Cost	Total	Notes
17.	Furnish and install one park monument ID sign.	1	LS	\$12,000.00	\$12,000.00	
18.	Furnish and install one park rules and hours of operation sign.	1	LS	\$500.00	\$500.00	
19.	Furnish and install 900 CF of new engineered wood fiber play materials in the existing playground containment area.	900	CF	\$5.00	\$4,500.00	
20.	Repair and replace existing irrigation system, as needed, for existing 7,000 SF lawn area.	7,000	SF	\$0.70	\$4,900.00	
Subtotal					\$218,925.00	
LIME STREET MINIPARK, SW CORNER OF LIME STREET AND BRIGHTWOOD COURT, 0.5 ACRES						
1.	Furnish and install 575 feet of ADA-compliant sidewalk around the top of the embankment to connect proposed bench locations and create a walking path.	2,300	SF	\$8.00	\$18,400.00	
2.	Furnish and install four new solar security lights on 16-foot poles.	4	EA	\$7,000.00	\$28,000.00	
3.	Furnish and install four new ADA-compliant benches on 5-foot by 10-foot concrete pads around the top of the basin embankment.	4	LS	\$1,650.00	\$6,600.00	
4.	Remove and dispose of 350 LF existing chain-link fencing along Lime Street and Brightwood Court frontages. (South and west side chain-link to remain in place.)	1	LS	\$3,500.00	\$3,500.00	
5.	Furnish and install approximately 350 LF of new wrought iron fencing along Lime Street and Brightwood Court frontages.	350	LF	\$60.00	\$21,000.00	
6.	Furnish and install a park ID sign.	1	EA	\$8,400.00	\$8,400.00	
7.	Furnish and install one new park rules and hours of operation sign.	1	EA	\$500.00	\$500.00	
Subtotal					\$86,400.00	
NORTH PARK, 756 N. MAIN STREET, 0.2 ACRES						
1.	Furnish and install one new ADA-compliant picnic table on a 120 SF concrete pad.	1	EA	\$3,150.00	\$3,150.00	
2.	Furnish and install one new ADA-compliant trash receptacle on a 30 SF concrete pad	1	EA	\$2,100.00	\$2,100.00	
Subtotal					\$5,250.00	
BURTON BALLFIELDS, 2375 W. MORTON AVENUE, 5.3 ACRES						
1.	Furnish and install programmable lighting system in coordination with school use needs.	1	LS	\$5,400.00	\$5,400.00	
Subtotal					\$5,400.00	

8.4 - Facility Needs Summary

Facility Needs Summary from Community Input. This section is a key portion of the Master Plan that distills information from various public and staff input and other relevant studies and analyses. It distills them into a broader overall picture of parks and leisure in the form of facilities that can support the needs of the residents of Porterville to achieve the community vision, goals, and policies of the Master Plan. Since all the needs identification tools are directly or indirectly based on input from community residents, it is fair to assume that all the identified needs are significant to some, if not all, of the community. However, it is helpful to determine which needs have the highest priority level as perceived by the information collected. Input is derived from community surveys and community workshops.

The Facility Needs Summary establishes relative priorities; the more input on a particular need identified by the public, the higher the ranking. From this list, the facility needs as identified by the community are (in order of highest priority):

1. Court Games
2. More Playground Structures and Creative Playgrounds
3. More Trails and Trail Connections to Neighborhoods
4. Restrooms/Concession Stands
5. Splash Park
6. Indoor Sports Facilities
7. Community Gardens
8. Picnic Areas/Pavilions
9. Volleyball Courts (Indoors and Outdoors)
10. and 11. Tie: Dog Parks and Outdoor Amphitheater
12. Outdoor Exercise Equipment (Stations or Outdoor Rooms)
13. More Senior Activities such as Chess, Bocce, etc.



Example: Lowell Community Garden, Fresno, California. Gardens can be a place where all ages can participate and learn.

When asked to identify their preference for a new amenity at the Sports Complex, the community ranked their preferences in the following order.

1. Outdoor Pool or Splash Pad
2. More Picnic Areas/Pavilions
3. Gardens
4. Trails with Exercise Stations
5. Court Games
6. Outdoor Amphitheater

Facility Needs Summary from Stakeholder Input. The community and the stakeholders vary in their preferences for the types of most desired park and leisure amenities. The Facility Needs Summary establishes relative priorities; the more input on a particular need identified by the stakeholders, the higher the ranking. From this list, the facility needs as identified by the stakeholders are (in order of highest priority):

1. Splash Park
2. Trails
3. Court Games
4. Picnic Areas

When asked to identify their preference for a new amenity at the Sports Complex, the stakeholders ranked their preferences in the following order:

1. Outdoor Amphitheater
2. Trails with Exercise Stations
3. Tie for 3rd: More ballfields and Pool/Splash Pad

8.5 - Budget and Funding Analysis

8.5.1 - PARKLAND ACQUISITION GUIDELINES

Neighborhood parks should be centrally located within the neighborhood they serve. Vehicular access should be provided through local neighborhood streets or residential collectors. Citizens should be able to walk to neighborhood parks without crossing a major arterial street.

The quality of the available land for the uses anticipated should play a defining role in locating potential community park sites. They should be located adjacent to a major arterial or collector street to provide easy vehicular, pedestrian, and other multi-modal access. The proximity of other park types should also be considered, as the types of activities found in a community park may overlap with other park functions. The service area for these other park classifications may be used partly as justification for or against a community park in a specific area.

Regional park facilities, because they may span several jurisdictions, should be acquired jointly with other agency support when feasible, such as the County of Tulare or other adjacent jurisdictions. The quality of the available land for the uses anticipated should play a defining role in locating potential regional park sites. They should be situated so that needed infrastructure, including major arterials, buses, and other transit capabilities, can be developed to support many visitors. They should also have access to multi-modal connections and be close to state routes and major arterials without forcing traffic through residential neighborhoods.

Parkland that exhibits quality natural site features, mature tree cover, water features, and other natural amenities could be considered for acquisition and preservation.

8.5.2 - COST PROJECTIONS

Cost projections for each of the park improvements are identified in Table 8-1. Cost data may vary based on the cost of labor, time of construction, materials, equipment, various contractor methods of determining prices, the competitive bidding environment, and market conditions. The opinion of probable project construction costs provided herein has been made based on reasonable practice experience and represents the best judgment as design professionals familiar with the construction industry. The Opinion of Probable Improvement Cost (OPIC) is subject to change based on revised quantities or changes in cost data and final engineering design. The estimate does not guarantee that construction costs, bids, or other costs will not vary from the OPIC contained herein. Prices may also vary depending on whether work is done by in-house staff or a hired contractor. See the table below.

Table 8-2
Cost Assumptions for New Park Development Project Cost/Unit

Project	Cost per Unit
Land Acquisition	\$60,000/acre
Planning and Design	
• Neighborhood or Pocket Park	\$25,000
• Community Park	\$50,000
Park Development	
• Neighborhood Park	\$375,000–\$550,000/acre
• Community Park	\$200,000–\$300,000/acre
• Regional Park	\$200,000–\$250,000/acre
• Trail System	\$150,000–\$300,000/mile
Additional Costs	
• Administration Fees	6% of development costs
• Architecture/Engineering	12% of development costs
• Contingency	15% of development costs

Source: Various. Notes: Should assume 4% annual inflation

8.5.3 - FUNDING OPPORTUNITIES

Several sound and strategic funding options were identified to continue to build and maintain the parks and leisure system for the capital improvement projects presented in this Master Plan. Fiscally sustainable and realistic funding sources are essential to implementing a capital improvement plan, and there are significant existing funding sources to fund the capital improvement and operational costs. These sources include public sector grants, fees and tax measures, assessment districts, non-traditional methodologies, and a wide range of private and corporate foundation sources. The following is a comprehensive overview of those potential sources and funding mechanisms.

State of California Grant Programs

The State of California offers a wide range of grant opportunities designed to fund municipal parks and leisure needs. Many are directed only toward parks and related activity needs. At the same time, some have a primary goal of other community needs, such as water conservation, but can be leveraged to support a park's needs. Some are funded through bond issues passed by the legislature or electorate, some through general fund revenue, and others as a pass-through of federal funding programs.

A major future development for 2024 is the expected California Climate Resiliency Bond Act (SB867), which would provide a wide range of funding alternatives, including the creation of parks and greenspace for their vital role in combating the effects of climate change. In March of 2024, California voters will vote on whether the State will issue a \$15.5 billion general obligation "Climate Resiliency Bond." The bond proposal needs to be approved by both houses and signed by the Governor to appear on the ballot in 2024. The proposal has already passed in the Senate with bipartisan support. The proposed bill notes that a majority of the funding must benefit 'disadvantaged communities' – defined by the bill to be communities "with a median household income of less than 80 percent of the area average." Parks and greenspace development would secure a multiyear commitment of State funding for numerous grant programs benefiting local communities such as the City of Porterville.

The following is a brief synopsis of those programs, their current funding where available, and their websites to obtain more information:

STATEWIDE PARK PROGRAM (SPP) – FOUR CYCLES FROM PROPOSITIONS 86 AND 68

[https://www.parks.ca.gov/pages/1008/files/Final_Prop. 68 SPP Application Guide 1.22.2019.pdf](https://www.parks.ca.gov/pages/1008/files/Final_Prop.68_SPP_Application_Guide_1.22.2019.pdf)

This competitive program created new parks and recreation opportunities in underserved communities across California. Assembly Bill 31, which created the SPP, was signed into law on September 30, 2008. Funding for the grant program was first made available through Proposition 86. Prop. 84 funded two rounds. Under the two Prop. 84 rounds, \$2.9 billion was requested for \$368 million in funding. Over 100 new parks were created, and 20 existing parks were improved. Subsequently, Prop 68, passed in 2018, has facilitated four rounds.

Future funding for projects that did not receive funding in Round 4 is expected to be funded up to \$42 million in early 2024, and a fifth round is expected to be funded in early 2025 before funding is exhausted. Future funding will depend on the approval of future State bond issues.

OUTDOOR EQUITY GRANT PROGRAM – SECOND CYCLE IN 2024

The Outdoor Equity Grants Program (OEP) improves the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. OEP intends to

increase the ability of residents in underserved communities to participate in outdoor experiences within their community, at State parks, and on other public lands.

Round two of OEP provides funding for California's underserved communities, which will continue to advance the goals of the "[Outdoor Access for All](#)" initiative championed by Governor Gavin Newsom and First Partner Jennifer Siebel Newsom and the Natural Resources Agency's "[Outdoors for All](#)" initiative. Fifty million is expected to be awarded in 2024, with future funding dependent on State budget considerations and future bond issuances.

OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP) PROGRAM

[Outdoor Recreation Legacy Partnership Grants Program - Land and Water Conservation Fund \(U.S. National Park Service\) \(nps.gov\) grants.gov/search-results-detail/350903](#)

The Outdoor Recreation Legacy Partnership (ORLP) Program was established in 2014 and is funded through the Land and Water Conservation Fund. ORLP is a nationally competitive program targeting grant assistance to help economically disadvantaged urban communities with no, or almost no, access to publicly available, close-by, outdoor recreation. Funds can be used for the acquisition and/or development of, or to substantially renovate obsolete, public parks and other outdoor recreation spaces. This program's funding for round seven will be available in early 2024.

PER CAPITA PROGRAM: \$185,000,000 - FROM PROP 68

https://www.parks.ca.gov/?page_id=30095

Funds were available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients were encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The funds are made available for per capita grants to cities and districts in urbanized counties (counties with a population of 500,000 or more) providing park and recreation services within jurisdictions with populations of 200,000 or less. The last round of funding was in 2022, and future rounds are dependent on the passage of a future State parks bond issue.

RECREATIONAL INFRASTRUCTURE REVENUE ENHANCEMENT (RIRE) PROGRAM - FROM PROP 68

https://www.parks.ca.gov/?page_id=30162

Funds were originally available for local governmental agencies that obtained voter approval between November 1, 2012, and November 30, 2018, for revenue enhancement measures to improve and enhance local or regional park infrastructure. Funds were awarded in several rounds, proportionally based on population, with a minimum award of \$250,000. Current funding is limited, and future funding will depend on the passage of a future State parks bond issue.

REGIONAL PARK PROGRAM – PAST FUNDING FROM PROP 68

https://www.parks.ca.gov/?page_id=29940

Competitive grants will create, expand, or improve regional parks and regional park facilities. Eligible projects include the acquisition of new or enhanced public access and use and development to create or renovate trails, with preference given to multi-use trails over single-use trails, regional sports complexes, visitor and interpretive facilities, and other types of recreation and support facilities in regional parks. Future funding will depend on the passage of a future State parks bond issue.

CA RURAL RECREATION AND TOURISM PROGRAM – CA PARKS AND RECREATION DEPT

[https://www.parks.ca.gov/pages/1008/files/Rural Recreation and Tourism Program Application Guide 7.1.2019 Draft.pdf](https://www.parks.ca.gov/pages/1008/files/Rural_Recreation_and_Tourism_Program_Application_Guide_7.1.2019_Draft.pdf)

A new program funded under Proposition 68, competitive grants will create new recreation opportunities supporting economic and health-related goals in rural communities. Projects must be located in nonurbanized counties with less than 500,000 people and low population densities per square mile, as determined by the Department.

GREENHOUSE GAS REDUCTION FUND (GGRF)

<http://www.caclimateinvestments.ca.gov/about-cci>

The GGRF provides new State revenues created from the cap-and-trade auction for the purchase of allowances to emit GHGs. Revenues from the cap-and-trade auctions are deposited into the State's Greenhouse Gas Reduction Fund (GGRF), which is appropriated on an annual basis.

In previous years, two bills worked together to enact the \$1.5 billion GGRF expenditure plan. Together, they appropriated funding for many priorities, including the new air quality program enacted by AB 617, healthy forests and fire protection, vehicle replacement programs, Affordable Housing and Sustainable Communities Program, transit capital, and operations. As new GGRF funding becomes available, a number of these programs can be leveraged to include parks-related infrastructure.

Federal Grant Programs**COMMUNITY DEVELOPMENT BLOCK GRANTS – HUD CDBG**

https://www.hud.gov/program_offices/comm_planning/communitydevelopment/

The Community Development Block Grant (CDBG) Program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG Program is one of HUD's longest continuously run programs. The CDBG Program provides annual grants on a formula basis to 1209 general units of local government and states.

NATIONAL PARK SERVICE -OUTDOOR RECREATION- ACQUISITION, DEVELOPMENT, AND PLANNING GRANT

<https://www.nps.gov/orgs/1207/orlp-grants-2019.htm>

Provides financial assistance to the states and their political subdivisions for the preparation of Statewide Comprehensive Outdoor Recreation Plans (SCORPs) and acquisition and development of outdoor recreation areas and facilities for the general public to meet current and future needs.

FEDERAL HIGHWAY ADMINISTRATION RECREATIONAL TRAILS PROGRAM – RTP

https://www.fhwa.dot.gov/environment/recreational_trails/

This program was created to fund the construction and rehabilitation of trails for both motor and non-motorized usage. Although the program does not typically fund fitness equipment by itself, this can be included as a component of the overall project. There is a matching fund component to the grant, which can vary by state. The Federal Bipartisan Infrastructure Law of 2021 (BIL) reauthorized the Recreational Trails Program (RTP) from Federal Fiscal Years (FFY) 2022 through FFY 2026 as a set-aside from the Transportation Alternatives Set-Aside under the Surface Transportation Block Grant (STBG). Increased funding is expected due to the Infrastructure Act's boost in support.

FEDERAL LANDS-TO-PARKS PROGRAM (FLP)

<https://www.nps.gov/orgs/1508/index.htm>

The National Park Service's Federal Lands to Parks Program assists communities in creating new parks and recreation areas. They accomplish this by transferring surplus federal land to state and local governments. The program helps to ensure public access to properties and stewardship of those properties' natural, cultural, and recreational resources. The Federal Lands to Parks Program assists communities in acquiring land from the federal government. They advocate on behalf of each community by ensuring they acquire the appropriate land and making certain of its permanent public recreational use.

FEDERAL-AID HIGHWAY PROGRAM (NATIONAL)

[A Guide to Federal-Aid Programs and Projects - Federal-aid Program Administration - Federal Highway Administration \(dot.gov\)](#)

National Highway System funds may be used to construct bicycle transportation facilities and pedestrian walkways on land adjacent to any highway on the National Highway System, including interstate highways. Surface Transportation Program (STP) funds may be used for either the construction of bicycle transportation facilities and pedestrian walkways or non-construction projects (such as maps, brochures, and public service announcements) related to safe bicycle use and walking.

[Programs | Federal Highway Administration \(dot.gov\)](#) Congestion Mitigation and Air Quality Improvement Program funds may be used to construct bicycle transportation facilities and pedestrian walkways or non-construction projects (such as maps, brochures, and public

service announcements) related to safe bicycle use. Recreational Trails Program funds may be used for all kinds of trail projects.

LAND AND WATER CONSERVATION FUND

https://www.nps.gov/ncrc/programs/lwcf/contact_list.html

The LWCF Program gives matching grants to states and local governments to acquire and develop public outdoor recreation areas and facilities. The program's intent is to create and maintain a legacy of high-quality recreational areas and facilities and to stimulate non-federal investments to protect and maintain recreational resources across the United States. A new round of funding is expected in early 2025 with \$225 million in federal funds with a maximum request of \$6 million per agency project on a 50 percent match.

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

<https://www.adaptationclearinghouse.org/resources/fhwa-transportation-alternatives-program.html>

The Moving Ahead for Progress in the 21st Century Act authorized the Transportation Alternatives Program to fund programs and projects defined as transportation alternatives. This would include on- and off-road facilities, community improvement activities, and recreational trails programs.

Benefit Assessment Districts

Assessment districts have been in use in California for the past 150 years. Local agencies, including cities, counties, and special districts, may establish assessment districts for the purposes of financing all or a portion of the cost of certain public improvements and services, such as parks and related facilities. Each property within an assessment district is assessed an amount sufficient to cover the proportional cost of the special benefit that it receives from the improvements or services that are paid for by the assessment. The following are some examples of assessment districts and their specific provisions.

MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

The Mello-Roos Community Facilities Act of 1982 permits cities to establish a Mello-Roos Community Facilities District (a "CFD"), which allows for financing of public improvements and services. The services and improvements that Mello-Roos CFDs can finance include streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums, and other cultural facilities.

CFDs are created by a sponsoring local government agency. The proposed district will include all properties that will benefit from the construction improvements or the services provided. A CFD cannot be formed without a two-thirds majority vote of residents living within the proposed boundaries. Or, if there are fewer than 12 residents, the vote is instead conducted by current landowners. In many cases, that may be a single owner or developer. If the CFD issues bonds, special taxes will be charged annually until the bonds are paid off in

full. Often, after bonds are paid off, a CFD will continue to charge a reduced fee to maintain the improvements.

PROPERTY AND BUSINESS IMPROVEMENT DISTRICT

More than 100 property and business improvement districts have been formed in California alone. These districts are found in downtowns, industrial areas, commercial corridors, and shopping destinations. Property districts place an assessment on property owners within a distinct downtown or commercial area. The local government collects the assessment, but unlike property taxes, the local government cannot use the assessment money for general purposes; instead, it must be used for specific services and improvements desired by the property owners.

The city or county will propose a new district by adopting a resolution of intention to form a BID. Types of improvements and activities to be financed are specified at this time. Then, public notice must be provided, and a public hearing will be held. If not protested by a majority of eligible businesses, the BID is established, and an advisory board is appointed. Formation of the 1994 Act BID has stricter requirements, including the mailing of individual notices to all business owners who would be affected, in addition to public notices published in local newspapers. Once formed, the BID is limited to those types of improvements or activities that were specified during formation.

COMMUNITY BENEFIT DISTRICT

In some cities, property and business improvement districts go by the name of community benefit district. Typically, local rather than state legislation creates a community benefit district. Like property and business improvement districts, community benefit districts place an assessment on property owners that is used to fund ongoing services and improvements and must be periodically renewed with property owner approval.

LANDSCAPE AND LIGHTING DISTRICT / MAINTENANCE ASSESSMENT DISTRICT

Some property improvement districts are formed with a limited purpose. Landscape and Lighting Districts are one such type of district. Landscape and Lighting Districts place an assessment on property owners in a commercial or residential area. The local government collects the assessment, but unlike property taxes, the local government cannot use the assessment money for general purposes; instead, it must be used for specific services and improvements desired by the property owners.

MULTI-FAMILY IMPROVEMENT DISTRICT

The multi-family improvement district is another specialized property district. Based closely on property and business improvement districts, multi-family improvement districts focus on providing services to apartments, condominiums, mobile home parks, and similar high-density residential facilities. The district places an assessment on these properties – and any

intermingled commercial properties – to fund security, maintenance, tenant attraction, marketing, and improvements.

Tax Increment Financing

Designed to replace some of the uses of the old Redevelopment Act, Enhanced Infrastructure Financing Districts (EIFD) provide broad authority for local agencies to use tax increments to finance a wide variety of projects, including parks and open space facilities, as well as traditional infrastructure projects. The EIFD provides broad flexibility in what it can fund. No public vote is required to establish an authority, and though a 55 percent vote is required to issue bonds, other financing alternatives exist.

COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY (CRIA)

The CRIA law authorizes tax increments to be used in combination with the powers of former redevelopment agencies. CRIA focuses on assisting with the revitalization of poorer neighborhoods and former military bases. Similar in structure and function to redevelopment, a CRIA is more streamlined. Accountability measures are included to ensure that the use of the CRIA remains consistent with community priorities, and a 25 percent set-aside is included for affordable housing.

ANNEXATION DEVELOPMENT PLAN (ADP)

ADP authorizes tax-increment financing to be adopted by consenting local agencies (a city and/or a county or special district) to improve or upgrade structures, roads, sewer or water facilities, or other infrastructure as part of annexing a disadvantaged unincorporated community. An ADP can be implemented by a special district either formed for this purpose or incorporated into the duties of an existing special district.

Local Sales Tax Measures

Local transaction and use taxes, known as sales taxes, are used by local governments to increase revenue and are always in addition to the State-imposed sales tax rate of 7.25 percent. California State law requires a two-thirds (66.67 percent) supermajority vote for approval of tax measures with revenue legally dedicated to a specific purpose. Tax measures designed to deposit revenue into the local jurisdiction's general fund require a simple majority (50% + one vote) for approval. Communities have used this method to fund the long-term costs of park development and operational needs.

PROPERTY DEVELOPMENT (IMPACT) FEES

Development and impact fees are one of many infrastructure financing tools available to cities to provide a funding mechanism for new public infrastructure and facilities required to serve new development in California communities. Development impact fees are not to be used to fund existing infrastructure deficiencies and are not intended to fund the reconstruction of existing infrastructure currently serving existing development.

Under the current law, a development impact fee is a monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. A development impact fee is not a tax or special assessment; by its definition, a fee is voluntary and must be reasonably related to the cost of the service provided by the local agency.

Parkland dedications (or fees in lieu thereof) can be imposed by a charter city pursuant to Government Code section 66477 ("the Quimby Act"). The Quimby Act is part of the Subdivision Map Act. To utilize this authority, the following conditions must be met: (1) the city's general plan or community plan must contain policies and standards for park and recreation facilities; (2) the requirement for dedication or fees in lieu must be imposed on new residential subdivisions by ordinance; and (3) the dedication or fees in lieu must be imposed as a condition to the approval of a tentative map to offset the impacts of new residential development.

The ordinance adopted by the City states the amount of parkland by acreage that must be dedicated to the City. By having a Quimby Act ordinance, the City is assured that some of its new parkland will be embedded within new residential subdivisions. Although there are some exceptions, typically the maximum acreage that can be required through the Quimby Act is three acres per 1,000 residents of the new subdivision.

Non-traditional and Other Funding Sources

There is a wide range of non-traditional revenue streams that can help fund a range of improvement and operational costs of park development and maintenance. This is an extensive list with a brief explanation for each one.

Business Sponsorships – This revenue source allows businesses to invest in the development or enhancement of new or existing facilities in park systems. Sponsorships are also highly used for programs and events.

Partnerships – Partnerships are joint development funding sources or operational funding sources between two separate agencies, such as two government entities, a nonprofit and a city department, or a private business and a city agency. Two partners jointly develop revenue-producing park and recreation facilities and share risk, operational costs, responsibilities, and asset management based on the strengths and weaknesses of each partner.

Community Groups – Many cities create and support community outreach efforts to develop friend groups that sponsor an individual facility, solicit private donations for park programs and facilities, and provide volunteer efforts for a wide range of activities.

Specialty Agreements – Many communities solicit agreements to grant special benefits to businesses seeking opportunities tied to parks or facilities. These can include naming rights to facilities, pouring rights to facilities providing food-related services, dedicated user fees

for access to certain facilities, concession management for food and drink-related facilities, ticket sales, and reservation fees.

Joint Powers Agreements – The City should consider involving school districts, special assessment districts, or the County of Tulare to share the costs of construction for the maintenance of recreation facilities such as a regional park. Revenue sources can be a combination of existing tax sources or new sources established on an individual basis.

Bonds – Includes Taxable Municipal, General Obligation (GO), and Limited Obligation bonds for funding or possible funding of improvements. For example, GO bonds give cities a tool to raise funds for capital improvement projects that are otherwise not funded by City revenue, such as bikeways, trails, and parks. As a result, GO bonds are typically used to fund capital improvement projects that will serve the community. If voters approve a bond proposition on an election ballot, the City is authorized to sell bonds up to the amount indicated in the proposition language to fund capital improvement projects that meet the public purpose of that bond proposition. Most bonds for parks are usually issued through the assessment districts that have been created.

Supplier Grants and Contributions

Many suppliers of park and playground equipment have long-standing programs designed to assist municipalities with the costs of park and playground development and equipment replacement. The actual list of suppliers who participate is lengthy and constantly changing; the following are some prominent ones who have historically assisted California communities:

American Parks Co.

<https://www.americanparkscompany.com/blog/get-grant-money-for-your-playground/>

Baseball Tomorrow

[https://www.mlb.com/mlb-community/?content=programsandprogram=baseball tomorrow fund](https://www.mlb.com/mlb-community/?content=programsandprogram=baseball%20tomorrow%20fund)

Fiskars Green Thumb

<https://www.fiskars.com/en-us/special-feature/project-orange-thumb>

Good Sports

<https://www.goodsports.org/frequently-asked-questions/>

Grant Watch Search Engine

<https://www.grantwatch.com/>

Kaboom

https://kaboom.org/?gclid=CjwKCAjwpqv0BRABEiwA-TySwY5-MMm7qBaifd9MXCSfxXroMxVi2dRKAGdtEzi8CjMJ7yQk4MptUBoCPAAQAvD_BwE

Korkat Resource Guide

<https://korkat.com/playground-grants/>

Landscape Structures Inc.

<https://www.playlsi.com/en/playground-planning-tools/playground-funding/online-grant-resources/grant-resources-request-form/>

Lowes Community

https://www.cybergrants.com/pls/cybergrants/ao_survey.form?x_gm_id=3659andx_section_id=1437240andx_quiz_survey_id=47594

National Fitness Campaign

[Fitnesscourt.com/2020-campaign](https://fitnesscourt.com/2020-campaign)

Noah's Play

<https://noahsplay.com/park-and-playground-grants/>

Playworld Playgrounds

<https://playworld.com/grant-guide>

Shade Structures

<https://www.aad.org/public/public-health/shade-structure-grants>

Private and Corporate Foundations

There are tens of thousands of private and corporate foundations established solely to grant resources and funding for a wide-reaching universe of causes. Within that wide universe are many who will grant funding for parks and recreation-related programs and facilities. These grants can be highly competitive and have different criteria, geographic areas served, and other qualifying guidelines.

Private foundations are usually established through the bequest of a large source of funds by an individual and family and are designed to make grants with annual proceeds from their core funding. Corporate foundations are established by operating businesses to provide funding for worthy causes in the areas and communities where they may have business operations or a customer base.

Each foundation must be independently researched, but the following list includes many who fund parks or outdoor facilities and programs, fund projects within California, and have a significant endowment upon which they draw.

An example of a foundation that offers grant funding is the Tony Hawk Foundation. Others listed below can be assessed at the websites identified.

The Tony Hawk Foundation

<https://tonyhawkfoundation.org/skatepark-grants/>

The Tony Hawk Foundation seeks to foster lasting improvements in society, with an emphasis on supporting and empowering youth in disadvantaged communities. In the U.S., the Tony Hawk Foundation supports the creation of public skateboard parks that promote healthy, active lifestyles. The principal focus of foundation grants will be to encourage and facilitate the design, development, and construction of new quality skateboard parks and

facilities located in underprivileged communities in the United States. International organizations or those seeking to fund anything other than the construction of a skateboard park in the U.S. may not apply for a Tony Hawk Foundation grant. Grants may range from \$1,000 to \$25,000 and are based on a one-time, single-year award, although they may be paid over more than one year if appropriate. The foundation may offer technical assistance on design and construction, promotional materials, and other information. The foundation may also facilitate support from vendors, suppliers, and community leaders. Tony Hawk Foundation offers grants twice a year. Grants are made available approximately every six months, and the grant application will be available approximately six weeks prior to each deadline.

ACHIEVE Healthy Communities (National)

<http://www.achievecommunities.org/>

Aegon Transamerica Foundation (National)

<http://www.transamerica.com/individual/what-we-do/about-us/aegon-transamerica-foundation>

AETNA Foundation (National)

<http://news.aetnafoundation.org/press-release/foundation/aetna-foundation-opens-call-local-nonprofits-cultivate-healthier-communities>

Aetna Foundation Obesity Prevention Grant Program (National)

<http://www.aetna-foundation.org/foundation/index.html>

Albertson Foundation (National)

<https://www.jkaf.org/about/>

Allstate (National)

http://www.allstatefoundation.org/foundation_agency_owner.html

American Express (National)

http://about.americanexpress.com/csr/comm_serv.aspx

American Trails (National)

<http://www.americantrails.org/resources/fedfund/index.html>

Art and Mary Schmuckal Family Foundation (National)

<http://www.schmuckalfoundation.org/application>

Bank of America (National)

<http://www.bankofamerica.com/foundation>

Better Bicycling Community Grants (National)

http://www.performancebike.com/bikes/Content_10052_10551_-1_CommunityGrants

Bill and Melinda Gates Foundation (National)

<http://www.gatesfoundation.org/>

BNSF Railway Foundation (National)

<http://www.bnsffoundation.org/how-to-apply/>

Challenge Cost Share Programs (National)

<http://www.nps.gov/ncrc/programs/ccsp/index.htm>

Christopher and Dana Reeve Foundation - Quality of Life Grants (National)

http://www.christopherreeve.org/site/c.ddJFKRNoFiG/b.4435149/k.A6F7/Program_Overview.htm

CSX Beyond Our Rails – Giving Gateway (National)

<http://www.beyondourrails.org/index.cfm/community/giving-gateway/>

CVS Caremark Community Grant (National)

<https://www.cvshealth.com/social-responsibility/our-giving/foundation-giving/community-health-grants>

Darden Restaurants Foundation Grants (National)

<https://www.darden.com/citizenship/people/community-involvement>

Dog Park Fund – My Darling Theo (National)

<http://www.mydarlingtheo.org/dpfhowitworks>

Doris Day Animal Foundation (National)

<http://www.dorisdayanimalfoundation.org/grants>

Dorothy Patterson Foundation/Age Friendly Sarasota (National)

<https://www.thepattersonfoundation.org/age-friendly-sarasota.html>

Ewing Marion Kauffman Foundation (National)

<http://www.kauffman.org/>

Ford Foundation (National)

<http://www.fordfoundation.org/grants/organizations-seeking-grants>

Funding Factory (National)

<http://www.fundingfactory.com>

Home Depot – Building Healthy Communities Grant Program (National)

<https://corporate.homedepot.com/grants/community-impact-grants>

KaBoom! Community Partnership Grants (National)

<http://kaboom.org/grants>

Kaiser Permanente (National)

<http://share.kaiserpermanente.org/group/grants/>

Lilly Endowment Fund/GIFT (National)

<https://lillyendowment.org/>

LL Bean Charitable Giving Fund (National)

http://www.llbean.com/customerService/aboutLLBean/charitable_giving.html

Lockheed Martin (National)

<http://www.lockheedmartin.com/us/who-we-are/community/philanthropy.html>

M. Edward Morris Foundation Grants (National)

<http://www.morrisanimalfoundation.org/about-maf/history.html>

Make an Impact (National)

<https://makeanimpactnow.org/>

Mattel Children's Foundation (National)

<http://corporate.mattel.com/about-us/philanthropy/childrenfoundation.aspx>

May and Stanley Smith Charitable Trust (National)

<http://www.adminitrustllc.com/may-and-stanley-smith-charitable-trust/>

MetLife (National)

<https://www.metlife.com/metlife-foundation/index.html>

Muscle Milk Recovery Grant (National)

<http://www.musclemilkrecoverygrant.com/>

NRPA "Meet me at the Park" (National)

<http://www.nrpa.org/disney>

People for Bikes (National)

<http://www.peopleforbikes.org/pages/grant-guidelines>

Randolph Health Fund (National)

<https://www.randolphhealth.org/foundation/grant-funding/>

SD Bechtel Foundation (National)

<http://sdbjrfoundation.org/the-foundation/>

Shane's Inspiration (National)

<http://www.shanesinspiration.org>

SRAM Cycling Fund (National)

<http://sramcyclingfund.com/process.html>

Surdna Foundation (National)

<http://www.surdna.org/grants/how-to-apply.html>

The Annie E. Casey Foundation (National)

<http://www.aecf.org/>

The Coca-Cola Foundation (National)

<http://www.coca-colacompany.com/stories/community-requests-guidelines-application>

The David and Lucile Packard Foundation (National)

<http://www.packard.org/>

The Finish Line Youth Foundation (National)

<http://www.finishline.com/store/youthfoundation/guidelines.jsp>

The McCormick Communities Program (National)

<http://www.mccormickfoundation.org/grants.aspx>

The Nutro Company ROOM TO RUN Dog Park Appreciation Project (National)

<http://www.nutro.com/about-us/nutro-community-initiatives.aspx>

The Rite Aid Foundation (National)

<https://www.riteaid.com/about-us/rite-aid-foundation>

W.K. Kellogg Foundation (National)

<http://www.wkkf.org/what-we-do/overview>

Zanvyl and Isabelle Krieger Fund (National)

<http://kriegerfund.org/>

Citigroup Foundation Grants - Global (Global)

<http://www.citigroup.com/citi/foundation>

USGA Golf

<https://www.accessgolf.org/grants/>

Miscellaneous Support Sources

Additional opportunities exist within Tulare County to garner support through nonprofit agencies, homeowner associations, colleges and universities, medical centers and hospitals, neighboring community facilities, and private facilities. These groups develop, manage, and maintain a variety of programs and sites through independent, collaborative, and joint-use initiatives. As a result, Porterville residents may enjoy greatly expanded and enhanced parks and leisure experiences by leveraging these sources of support.

Private Entities

The City should evaluate opportunities to partner with private entities for public use of indoor programming space and gyms. For example, it may be possible to partner with private indoor gyms or sporting facilities to make amenities accessible to the public during certain days or periods. In return, the City could help fund maintenance and/or upgrades/enhancements to the private facilities if they help meet the City's recreational needs.

Interagency Partnerships

Partnerships between agencies such as Tulare County Parks may be useful both in terms of providing increased facility access and programming.

Volunteers

Volunteers can increase the quality and quantity of public services at a minimal cost and provide an opportunity for citizens to contribute to the betterment of their community. Some studies suggest that for every \$1 invested in volunteers, a city can realize as much as \$10 in benefits. With limited budgets, more local governments are expanding volunteer programs. Volunteer programs include individuals or groups who agree to take on specific tasks or perform certain services, such as maintenance, restoration, programming, capital development, and special event support. Volunteers may provide direct and indirect support to the park system. For example, a volunteer cleanup crew directly saves on paid maintenance tasks. Volunteer safety patrols (community groups) may indirectly reduce facility damage and vandalism, protecting City assets.

Community Organizations

The Parks and Leisure Services Department may craft agreements with various community organizations (clubs, HOAs, and others) for park improvements and sometimes operations and maintenance. Many parks agencies have worked with organizations that have developed facilities such as dog parks, disc golf courses, bicycle skills courses, and conservation projects such as native plant restoration. Community gardens are another type of facility often built or operated by community organizations. In some communities, neighborhood groups fund projects such as new playgrounds, and sports organizations help fund sports field improvements or, in some cases, provide some maintenance.

Parks Maintenance and Operations

Parks Maintenance and Operations. Maintaining and improving the parks and facilities at the expected high level for residents is costly. Currently, there is no reliable source of funding to pay for all of it. Landscape and Lighting Districts (LLDs) can provide funding for some parks and leisure facilities. The Parks and Leisure Services Commission makes recommendations to the City Council for some upkeep and capital repairs every year, but the need for greater funding still exists.

One of the needs identified by the community was the need for clean and well-maintained parks and facilities. Safety and vandalism issues are connected to this maintenance issue as the better-maintained and well-used parks and facilities are typically less likely to experience vandalism and crime. Without adequate staffing and funding, these needs cannot be met.

The City has many aging (or have aged) parks that need regular maintenance as well as replacement and improvements to overall amenities and park elements. Some of the work may be able to be funded through general funding, but many of the smaller items, like replacement of water fountains, new trash receptacles, and bench or picnic table replacement, are generally not.

The Parks and Leisure Services Department will need to closely monitor resources to ensure that the assets of the park system reach the anticipated lifecycles. It is recommended that the Parks and Leisure Services Department's maintenance funding grow to accommodate new park development in the future. As the system grows, the following guidelines should be utilized to identify the annual operational funding required to maintain additional park acreage:

- Athletic Field Parks:
 - o \$12,000 - \$15,000 per rectangular field
 - o \$18,000 - \$20,000 per diamond field
 - o \$5,000 per acre
- Community Parks: \$12,000 - \$16,000 per acre
- Neighborhood Parks: \$16,000 - \$21,000 per acre
- Minipark: \$18,000 - \$25,000 per acre
- Trailways: \$10,000-\$15,000 per acre
- Specialty Parks: Costs vary depending on amenities

Note: Maintenance costs typically increase two to three percent annually to as much as six percent during a highly robust economy.

8.5.4 - STAFFING AND OPERATING EXPENSES GUIDELINES

Staffing Needs

The typical park and recreation agency has 3.6 FTEs⁷ on staff for every 10,000 residents living in the jurisdiction served by the agency. One way to view agency staffing is to measure it relative to the population of the area that the agency serves. A typical park and recreation agency with a population similar to Porterville's current population of 62,558 and a 2039 population of 67,532 is staffed with 14 full-time equivalent staff (FTEs) and 15, respectively, that include a mix of full-time and part-time staff (Table 8-3). The following tables suggest

⁷ 2023 NRPA Agency Performance Review

the FTEs that may be considered for staffing the City of Porterville Parks and Leisure Services Department.

Table 8-3
Full-Time Equivalent (FTE) Staffing Needs by Population

Year	2023/24	2029	2034	2039
Population	62,558	64,511	66,022	67,532
3.6 FTE's/10,000 residents	14	14.33	14.67	15

Operating Expenses

According to the 2023 NRPA Agency Performance Review, the typical park and recreation agency similar in population to the City of Porterville has annual operating expenses per capita of \$99.75 (Table 8-4). The typical park and recreation agency with a population similar to Porterville's current population should have annual operating expenditures of \$6,895,625. The typical park and recreation agency spends \$115,803 in annual operating expenditures for each employee. At the typical park and recreation agency, staffing costs account for 55 percent of the operating budget. The typical park and recreation agency dedicates 38 percent of its operating budget to park management and maintenance and 41 percent to recreation.

The typical distribution of annual operating expenses is as follows:

- 55% on personnel
- 31% on operating expenses
- 8% on capital expense not in the CIP
- 6% for other

Table 8-4
Operating Expenses by Porterville Population Growth

Year	2023/24	2029	2034	2039
Population	62,558	64,200	65,900	67,532
\$99.75 per capita	\$6,895,625	\$7,031,430	\$7,217,620	\$7,396,140

How does this money get spent? What is the typical target for capital expenditures? The typical distribution of capital for parks is typically as follows:

- 55% for renovation
- 31% for new development
- 8% for acquisition
- 6% for other

8.6 - CIP

To continue building and maintaining the parks and leisure system, several sound and strategic funding options were identified for the capital improvement projects presented in

this Master Plan. Fiscally sustainable and realistic funding sources are essential to implementing a capital improvement plan. Many funding opportunities are available to help some of the capital improvement plan items identified in the Master Plan. The following describes an approach to identify and allocate funding resources for a capital improvement plan.

What park maintenance costs should be included in a CIP budget, and how much should be budgeted for it? Here are cost guidelines that the City of Porterville might use to identify ongoing maintenance costs associated with park facilities.

The Parks and Leisure Services Department will need to closely monitor resources to ensure that the assets of the park system reach the anticipated lifecycles. It is recommended that the Parks Division maintenance funding grow to accommodate new park development. As the system grows, the following cost guidelines should be utilized to identify the annual operational funding required to maintain park facilities. The following table represents the costs typically associated with the maintenance of park acreage by classification for similar Central Valley cities.

Table 8-5
Cost Guidelines per Park Classification

Classification	Costs
Minipark	\$18,999 - \$21,000 per acre
Neighborhood Parks	\$16,000 - \$21,000 per acre
Community Parks	\$12,000 - \$16,000 per acre
Regional Sports Parks and Athletic Field Parks	
Per Rectangular Field	• 15,000 - \$20,000 per rectangular field
Per Diamond Field	• \$29,000-\$25,000 per diamond field
Other Facilities	• \$7,000 per acre
Specialty Parks	Costs vary depending on amenities
Trailways	\$10,000-\$15,000 per acre

Note: Maintenance costs typically increase 3-4% annually and as high as 6% during a robust economy.

Analysis indicates that current expenditures may not align with best practice costs as recommended in the 2023 NRPA Agency Performance Review. The table below addresses the City of Porterville's Fiscal Year 2023 (FY23) budget compared with the recommendations of NRPA for communities with a population similar to Porterville's.

Table 8-6
Comparison of NRPA Standards with Porterville Standards

Standard	Porterville	NRPA
Average # residents per park	3,706 residents per park	2,287 residents per park
Operating expenditures per capita	N/A	\$99.75 per capita
Parkland per 1,000 residents	4.45 acres	10.8 acres
Typical agency operating expenses (62,558 pop.)	\$3,094,348	\$6,895,625

Standard	Porterville	NRPA
Operating budget per acre (park management and maintenance)	\$11,000	\$9,893
Average FTE per agency (based on park acreage maintained)	10 FTEs	14 FTEs
Operating expenses per employee	N/A	\$115,803
Percent of operating budget for staff expenses	55%	55%
Percent of budget for management and maintenance	38%	38%
Median five-year CIP budget	\$3.702 million X 5	\$2.825 million X 5
Percent of CIP designated for renovation	45%	55%
Percent of CIP designated for new development	48%	31%
Percent of CIP designated for acquisition	4%	8%
Percent of budget from General Fund	95%	61%

Note: The standards contained here are approximate and based on the most recent available information as provided by the Parks and Leisure Services Department.

SECTION 9 - REFERENCES

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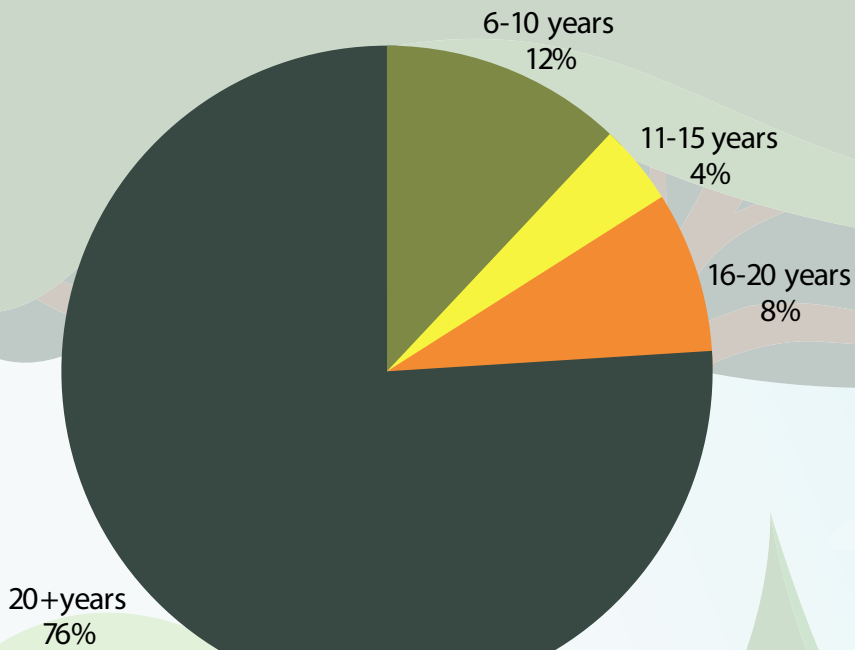
APPENDIX A

STAKEHOLDER INTERVIEW RESULTS

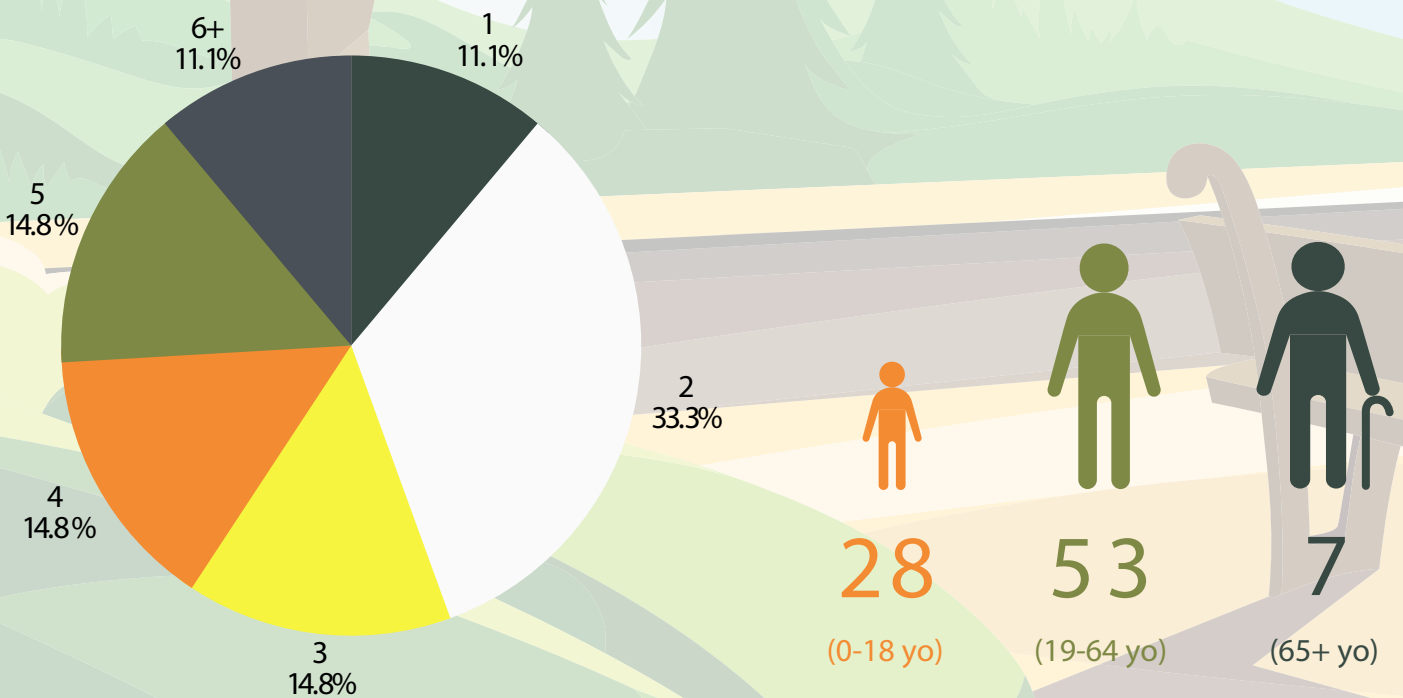


Stakeholder Survey

Demographics: Residency



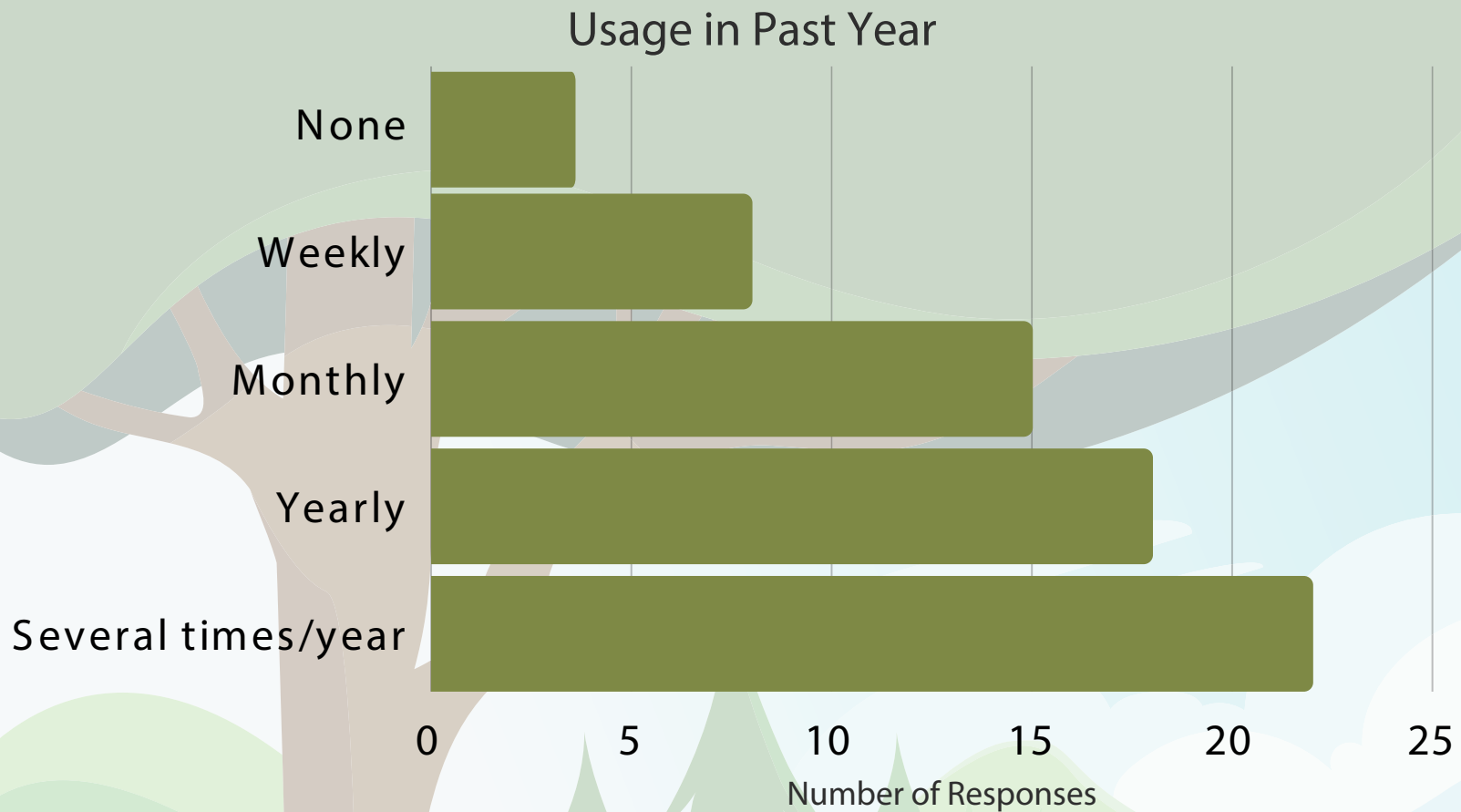
Household Members Age Groups



Number of Residents Per Household



Park Usage and Transportation Mode



How do you get to the park?



85 %



15 %



0 %

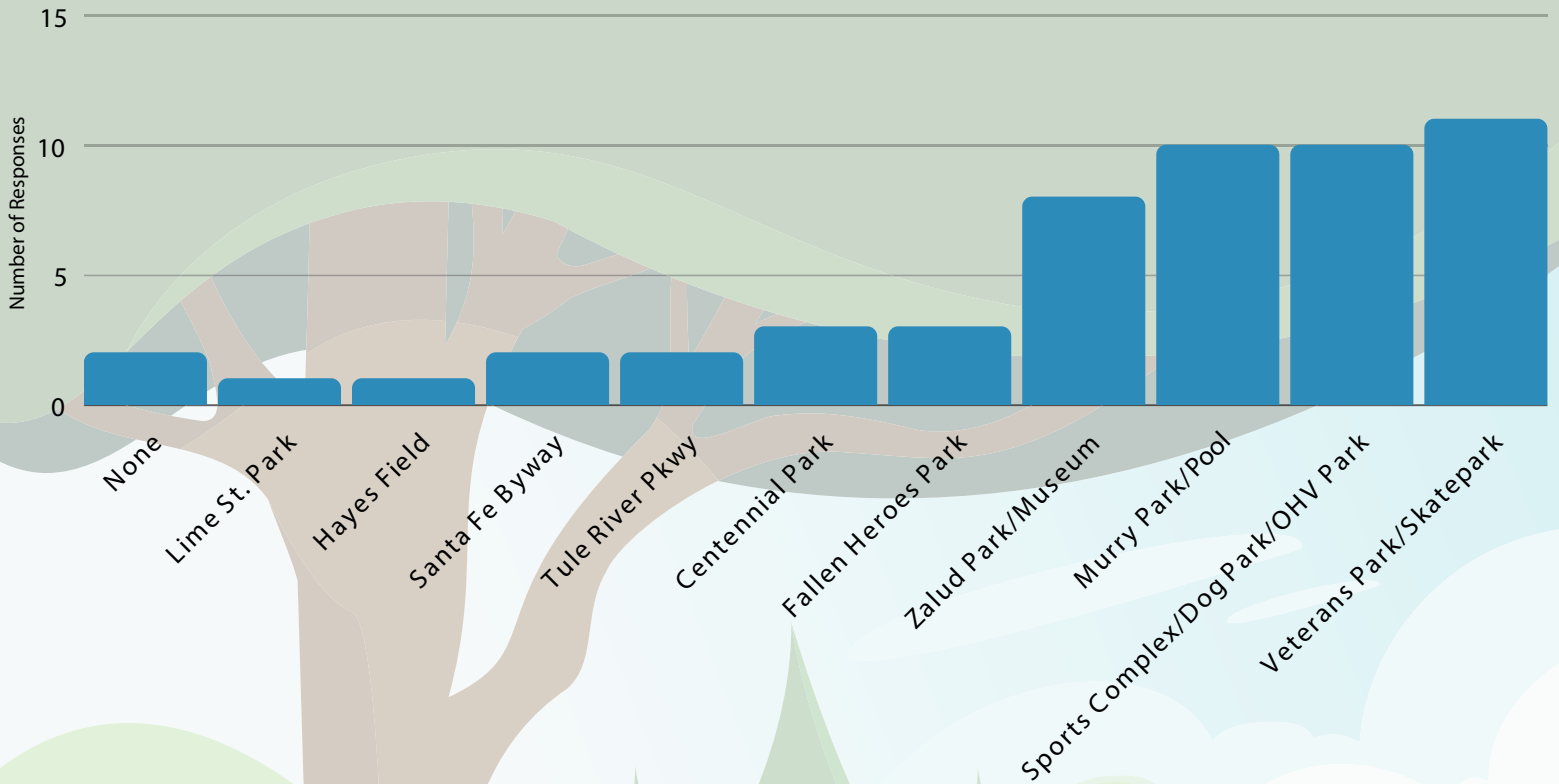


0 %



Park Use

Number of Users Per Park



No users:

- 4th St. Park & Community Center
- Henry St. Park
- Lions Minipark
- North Park
- Burton Ballfields
- Centennial Park

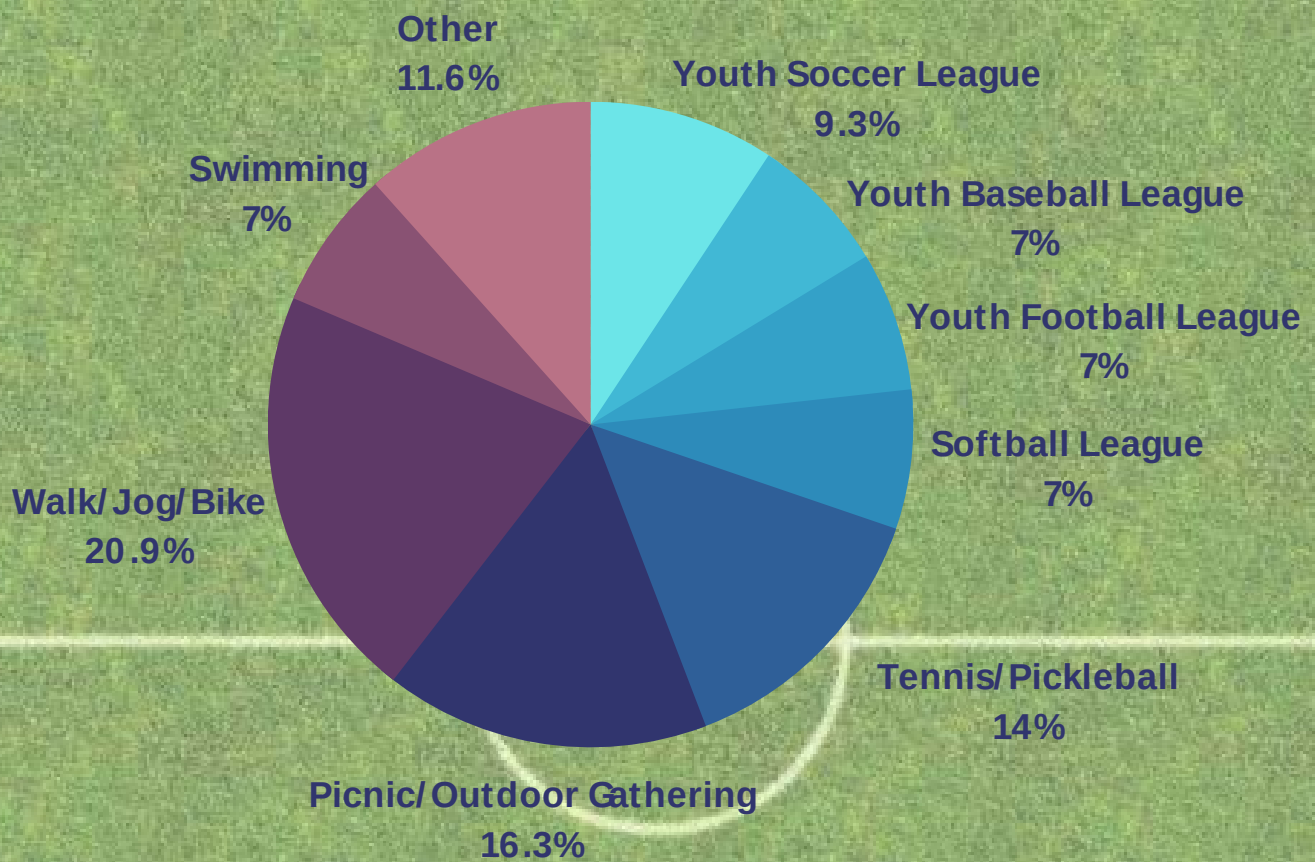
What Keeps People from Using Parks?

- Nothing (36%)
- Safety/Security/Crime (36%)
- Inadequate Parking (14%)
- Poor Intersections/Crossings (7%)
- Distance (4%)
- General Barriers/Access Issues (4%)
- Incomplete Trails/Sidewalks (0%)
- ADA Issues (0%)



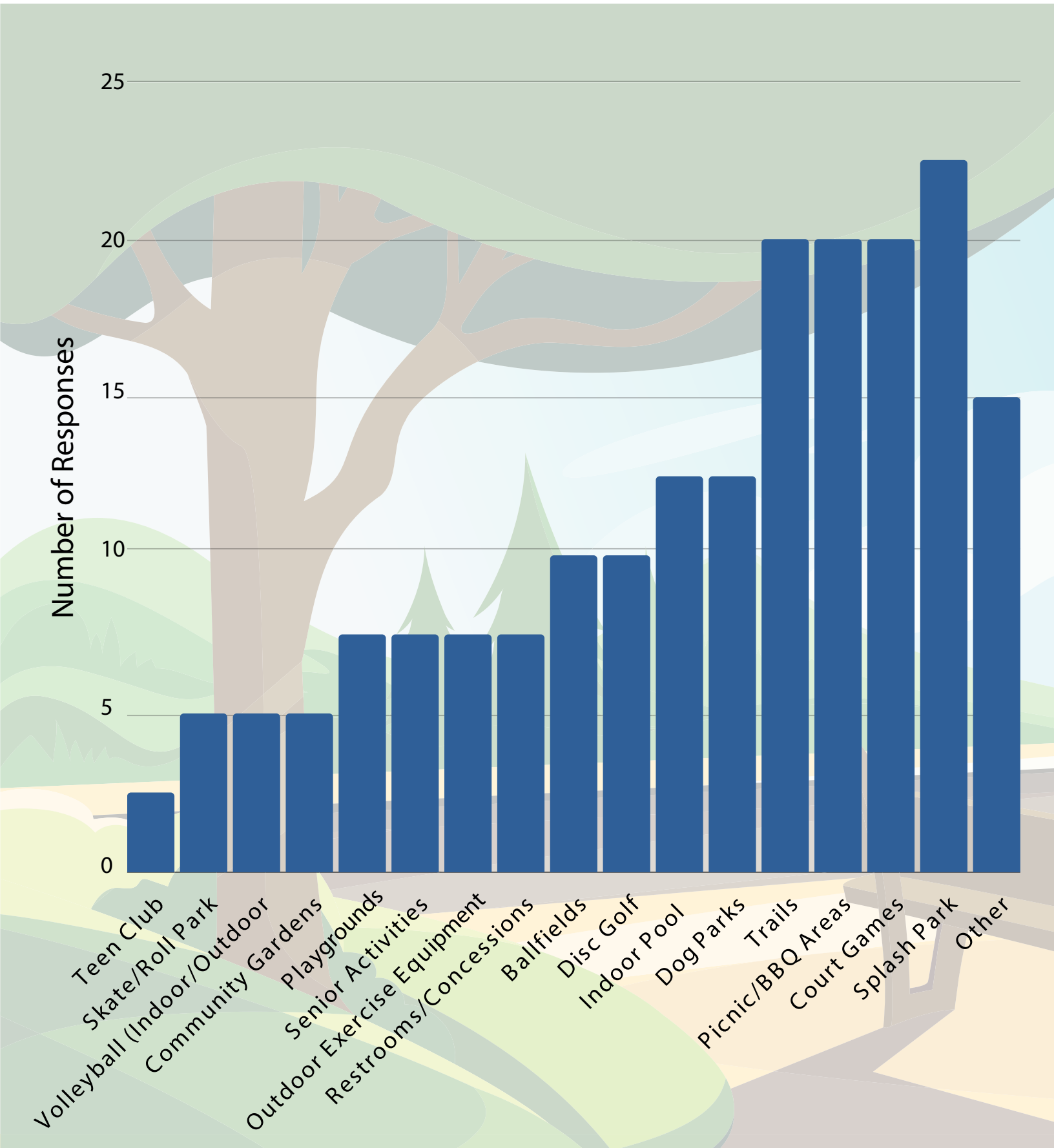
Participation in Park Activities

Participation in Park Activities in the Past Year





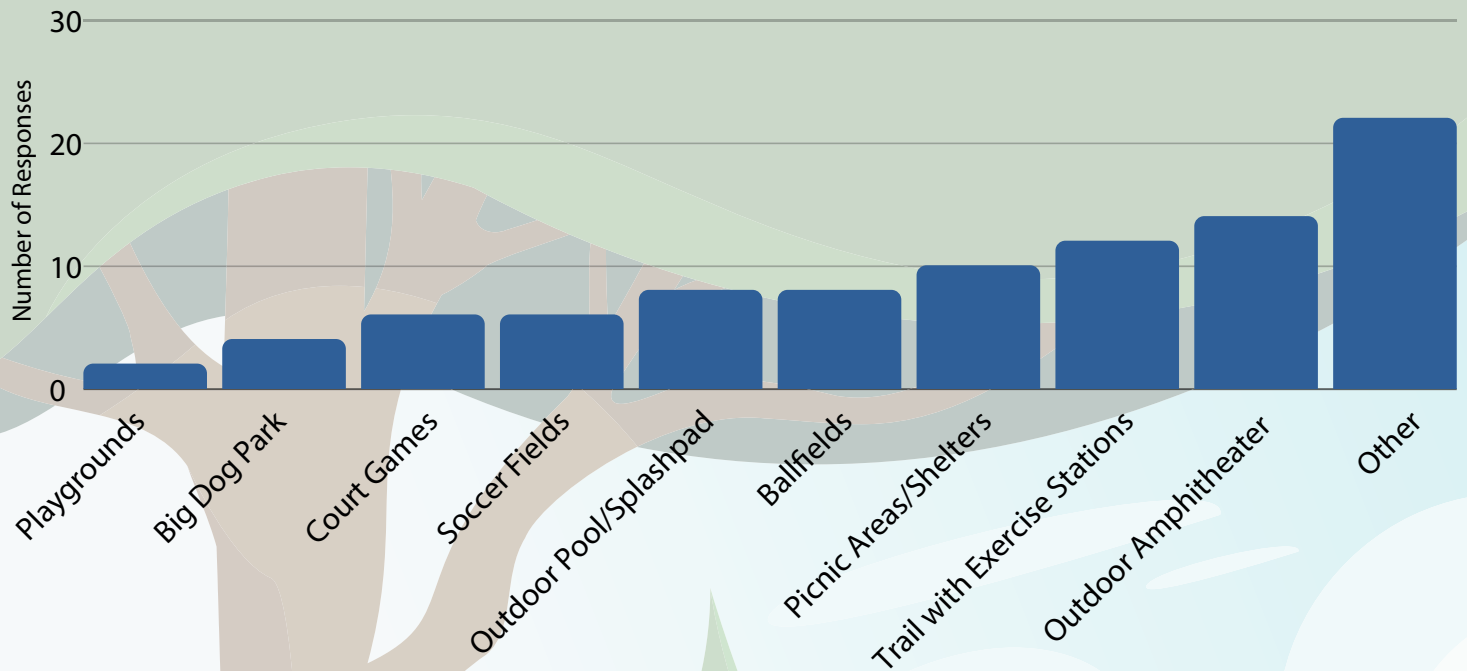
Most Requested Facilities



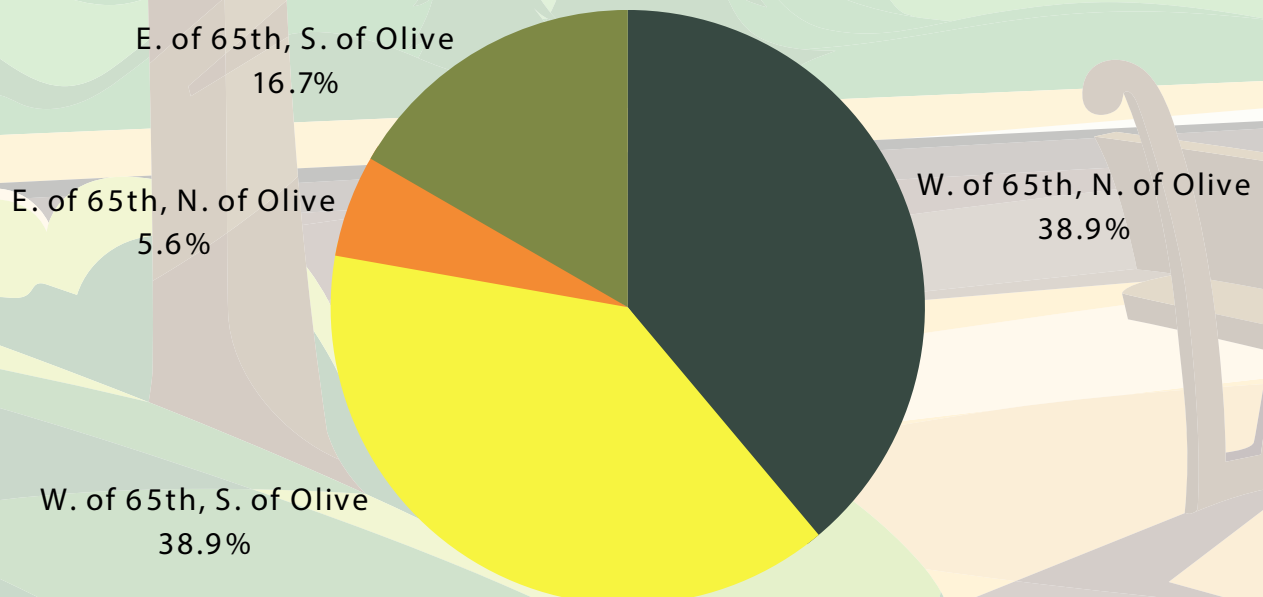


Sports Complex Most Requested Facilities Areas Where Parks Are Needed

Porterville Sports Complex



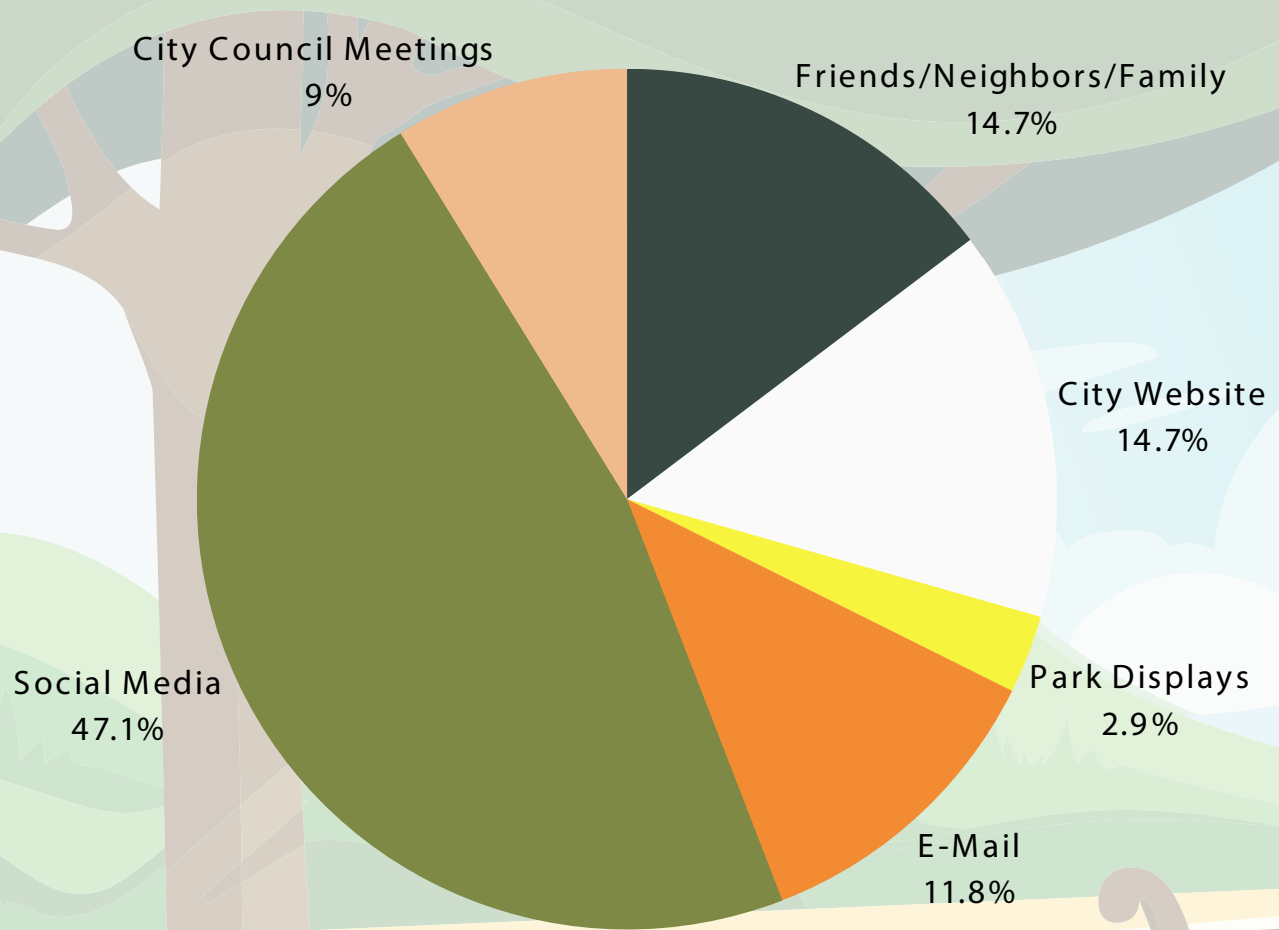
Areas Where Parks Are Needed





Communication/Messaging

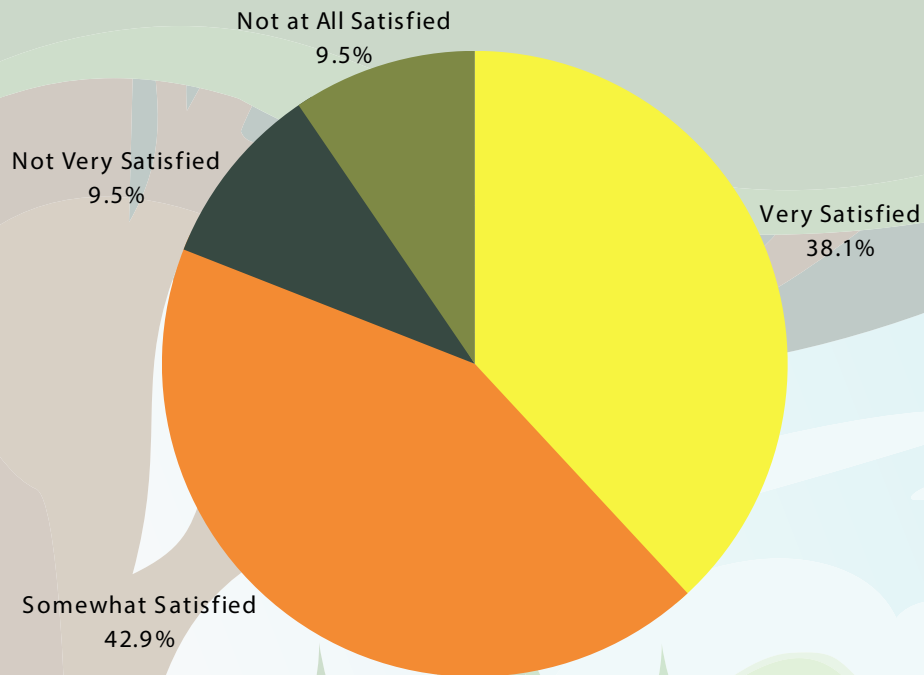
How the Community Learns about Programs & Activities



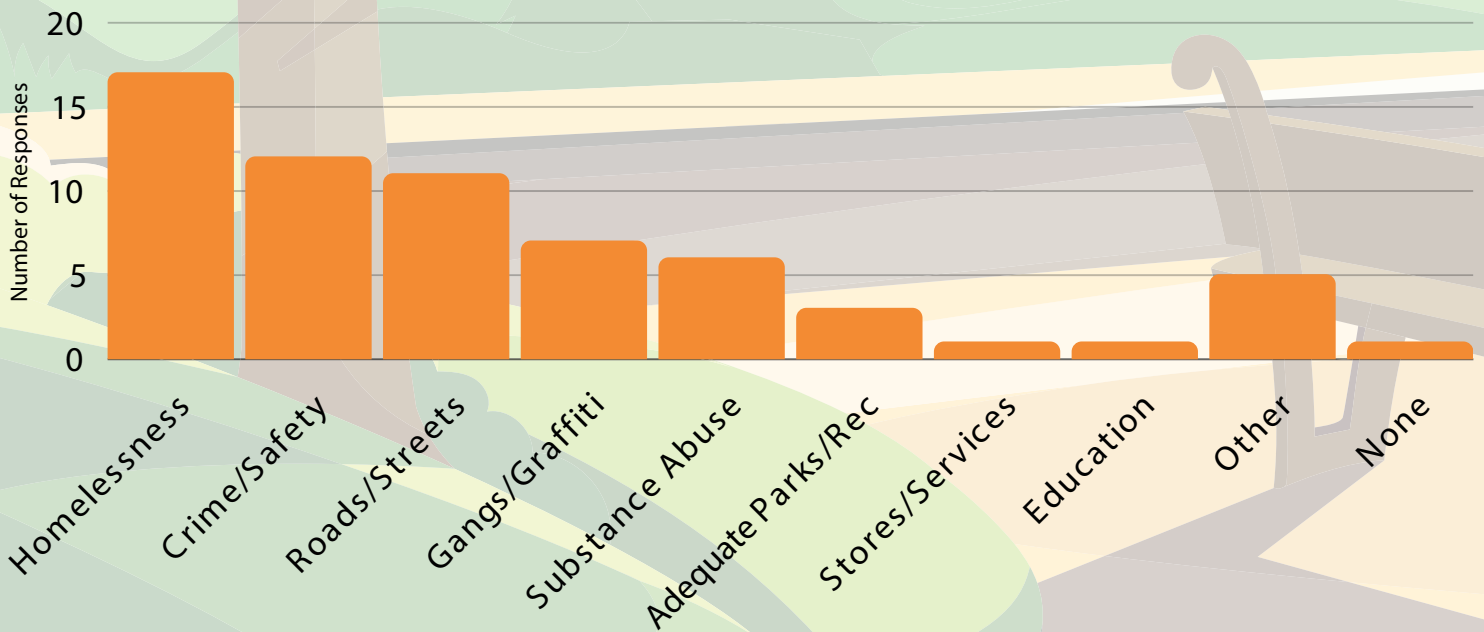


Public Opinion

Satisfaction with Parks & Rec Facilities



Areas of Greatest Concern





Stakeholder Comments

- Add dog parks at the animal shelter and Veterans Park
- Shade/shade structures
- Sand volleyball courts
- Quiet Garden yoga spaces
- Murry Park: Fix pond edge, add sidewalks, add parking
- Sports fields and Court Game Lighting
- Homelessness dominates most parks, making them unusable
- More pocket parks
- Add lighting/solar lighting at parks
- Add designated vendor parking spaces
- Add shade trees
- Increase access to parks and trails
- Add equestrian activity areas along the Tule River Corridor
- Provide public transportation to all parks and City venues
- Increase ADA access and provide dedicated transportation for seniors
- Add jogging/walking path around the Sports Complex
- More Indoor/Outdoor Sports Facilities and Programs
- More Neighborhood and Dog Parks



Stakeholder Comments (Continued)

- More City-sponsored swimming programs
- Shade areas at parks, pools, and other parks/rec places
- Shaded poolside seating
- Art installations
- More and better-connected trails
- Improve restroom maintenance
- Explore open space opportunities around the airport
- Too much heavy traffic at Sports Complex
- Create a legacy plan with brick pavers and dedication benches
- Add security lighting and cameras
- More large group/family pavilions
- More adventure playgrounds/creative play areas/natural playgrounds/splash parks
- Covered roller skating rink and performance venue with movie screen and sound system
- Safe bike routes to parks and bike security

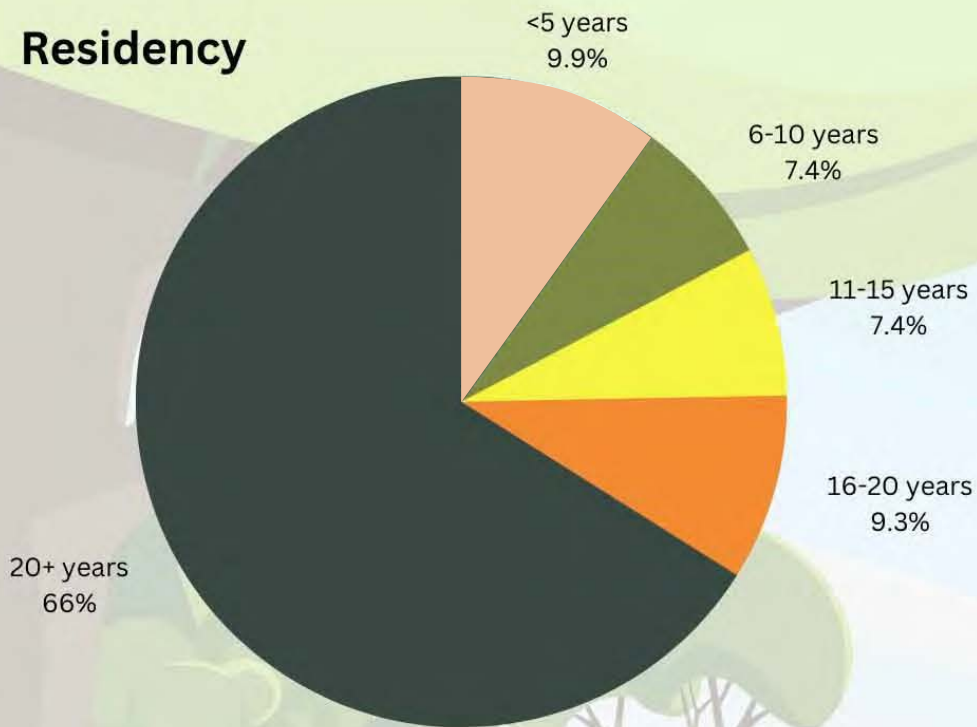
APPENDIX B

COMMUNITY WORKSHOP #1 SURVEY RESULTS

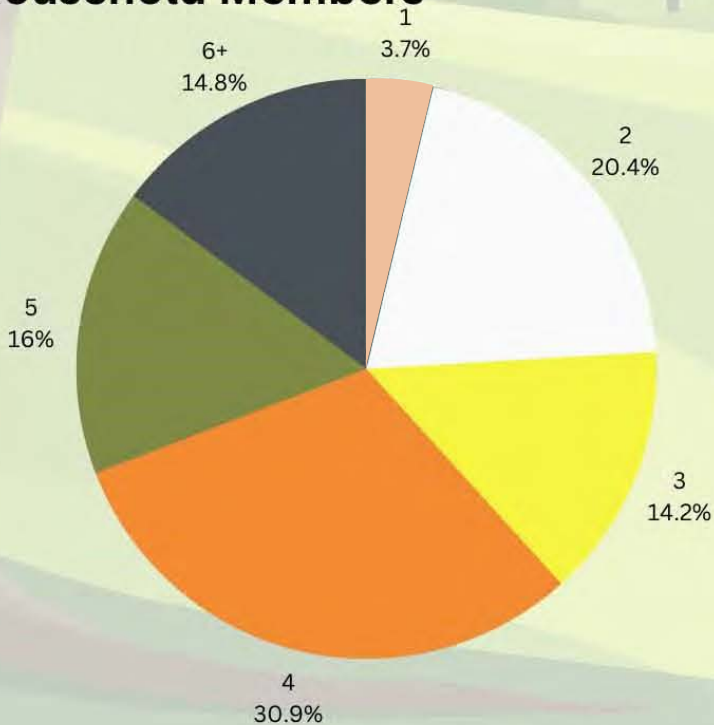


Demographics

Residency



Household Members



Residents



233
(0-18 yo)



408
(19-64 yo)

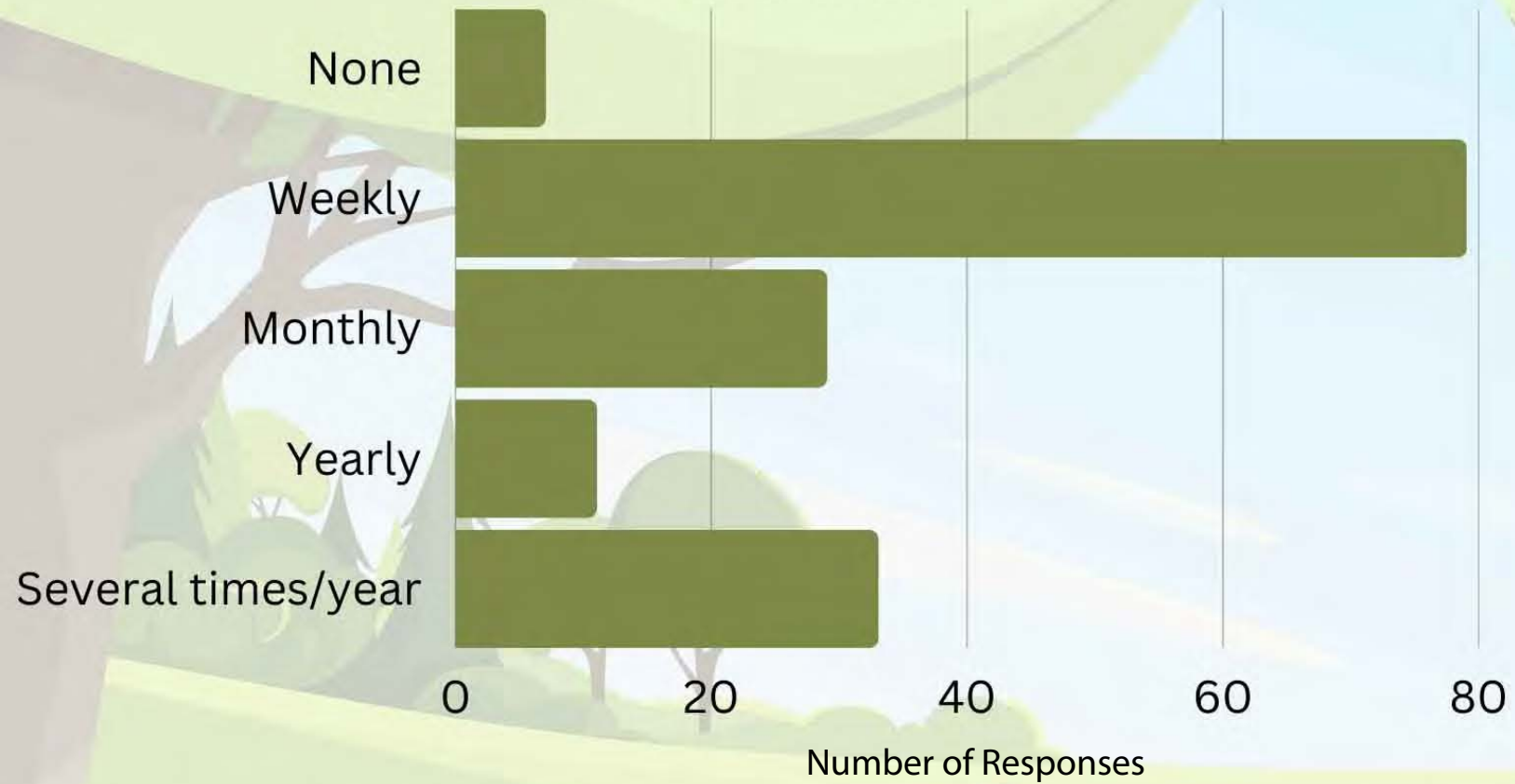


62
(65+ yo)



Park Use

Use in Past Year



Mode of Access



74.9%



18.4%



1.5%

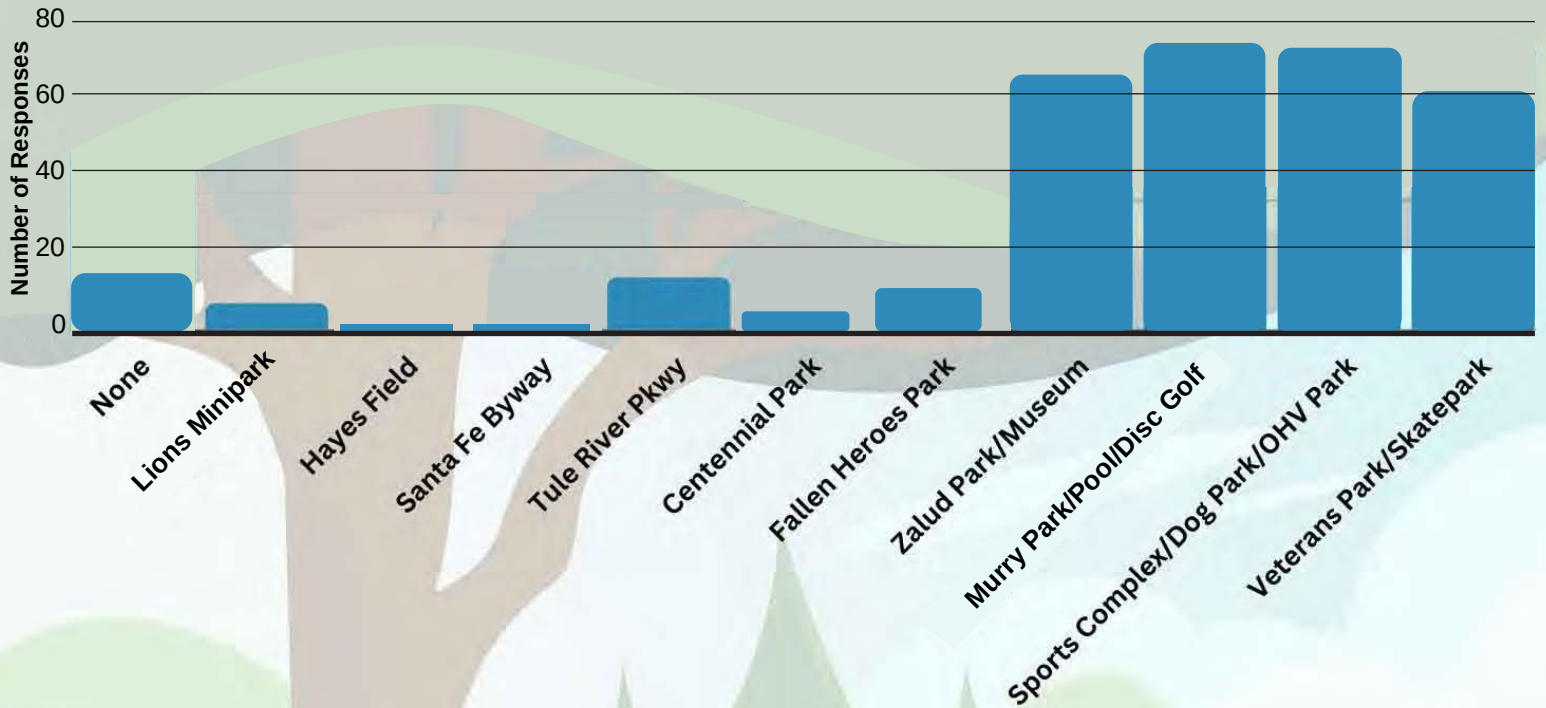


5.2 %



Park Use

Most Frequented Park



No users:

- 4th St. Park & Community Center
- Henry St. Park
- Lime St. Park
- North Park
- Burton Ball Fields
- Santa Fe Byway
- Hayes Field

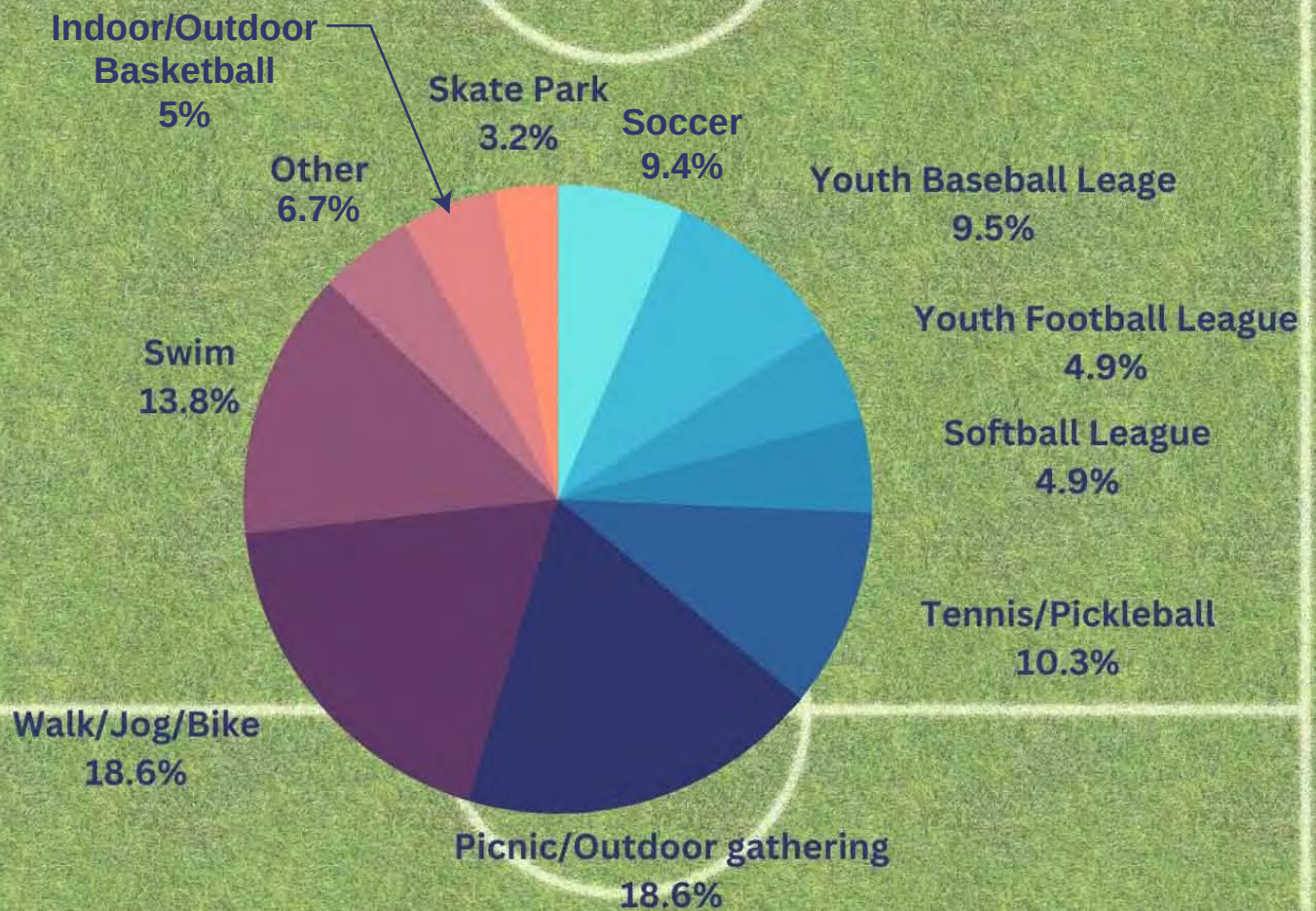
What Keeps People from Using Parks?

- Nothing (16.4%)
- Distance (12.7%)
- Incomplete trails/sidewalks (14.2%)
- Poor intersections/crossings (5.2%)
- General barriers/Access issues (3.0%)
- Inadequate parking (6.0%)
- ADA Issues/Accessibility (3.0%)
- Safety/Security/Crime (39.5%)



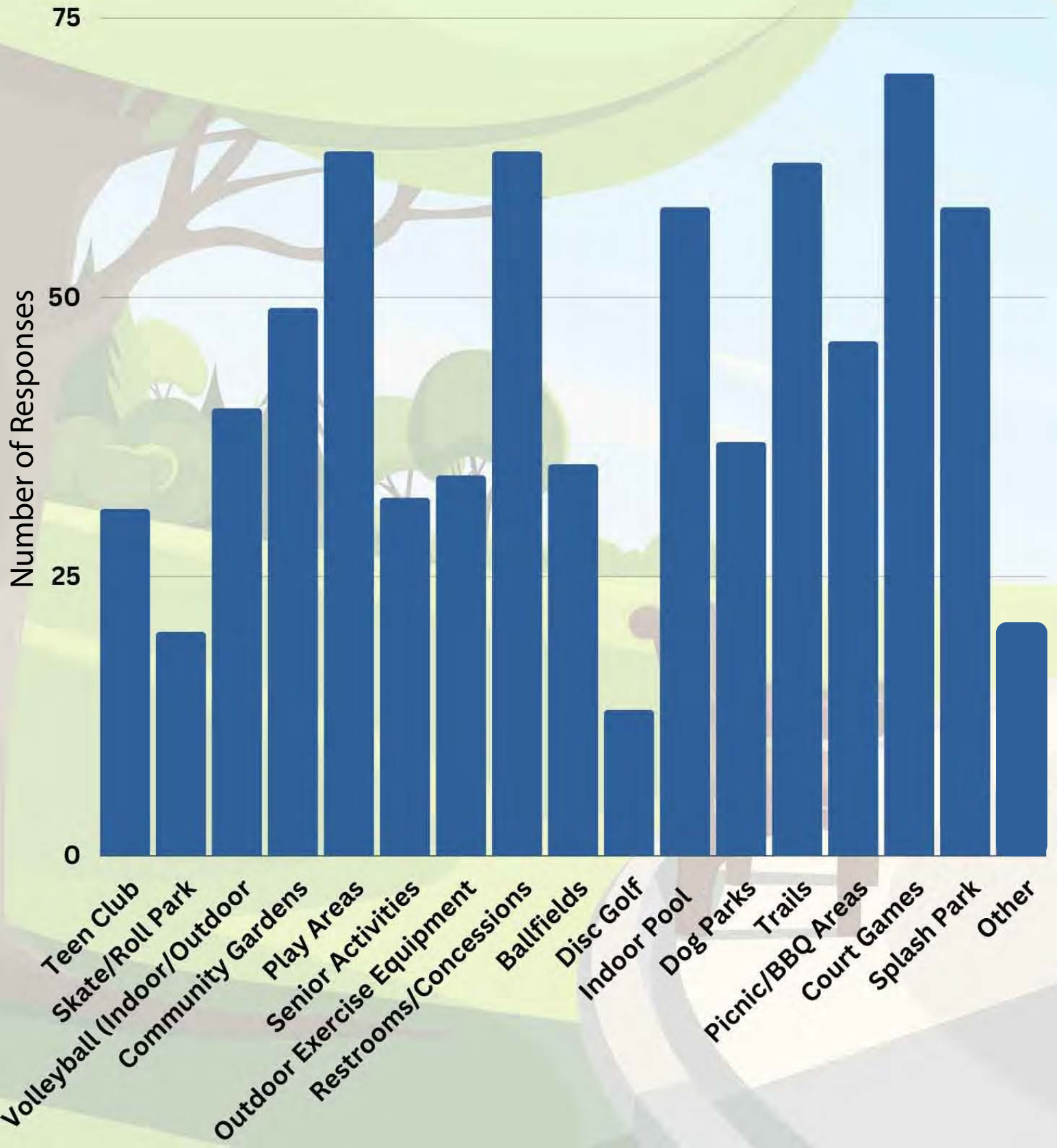
Participation in Park Activities

Participation in Park Activities in the Past Year





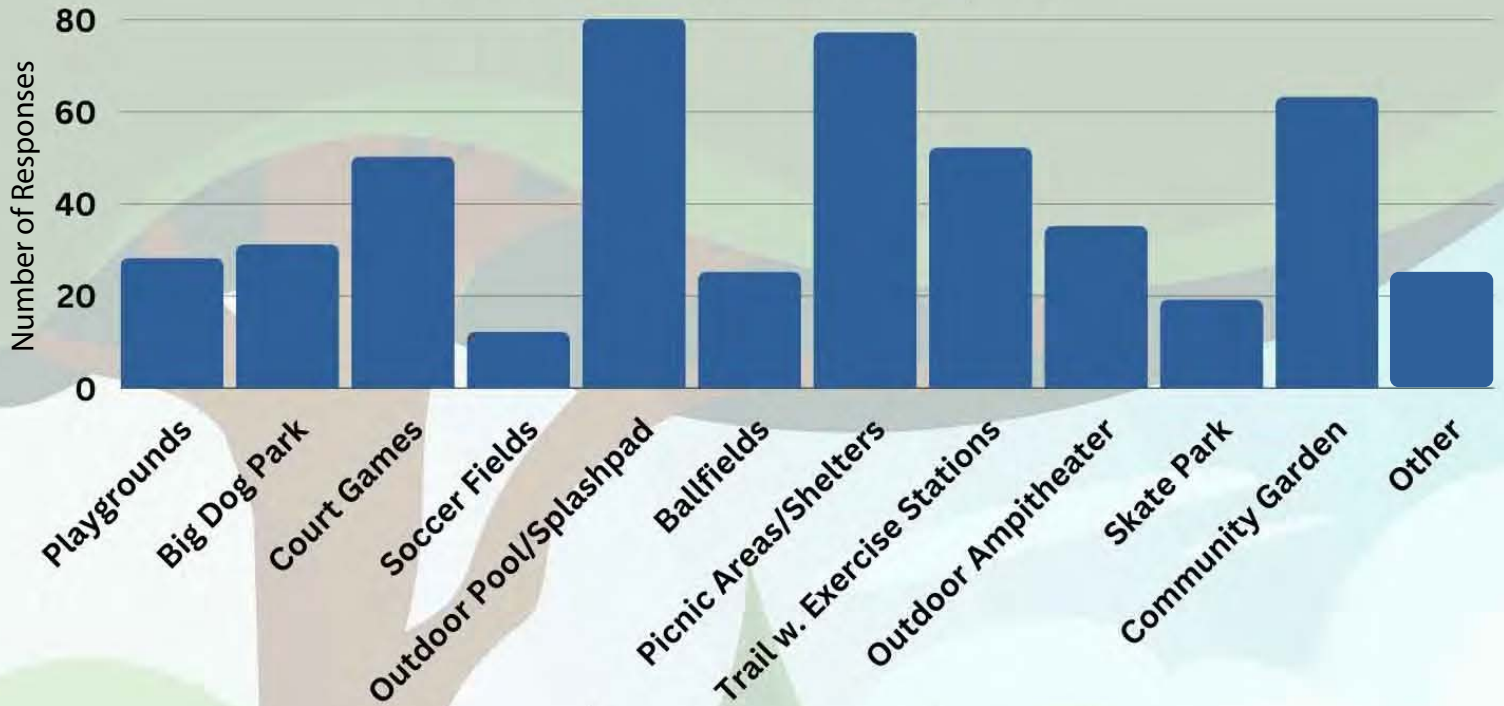
Most Requested Facilities



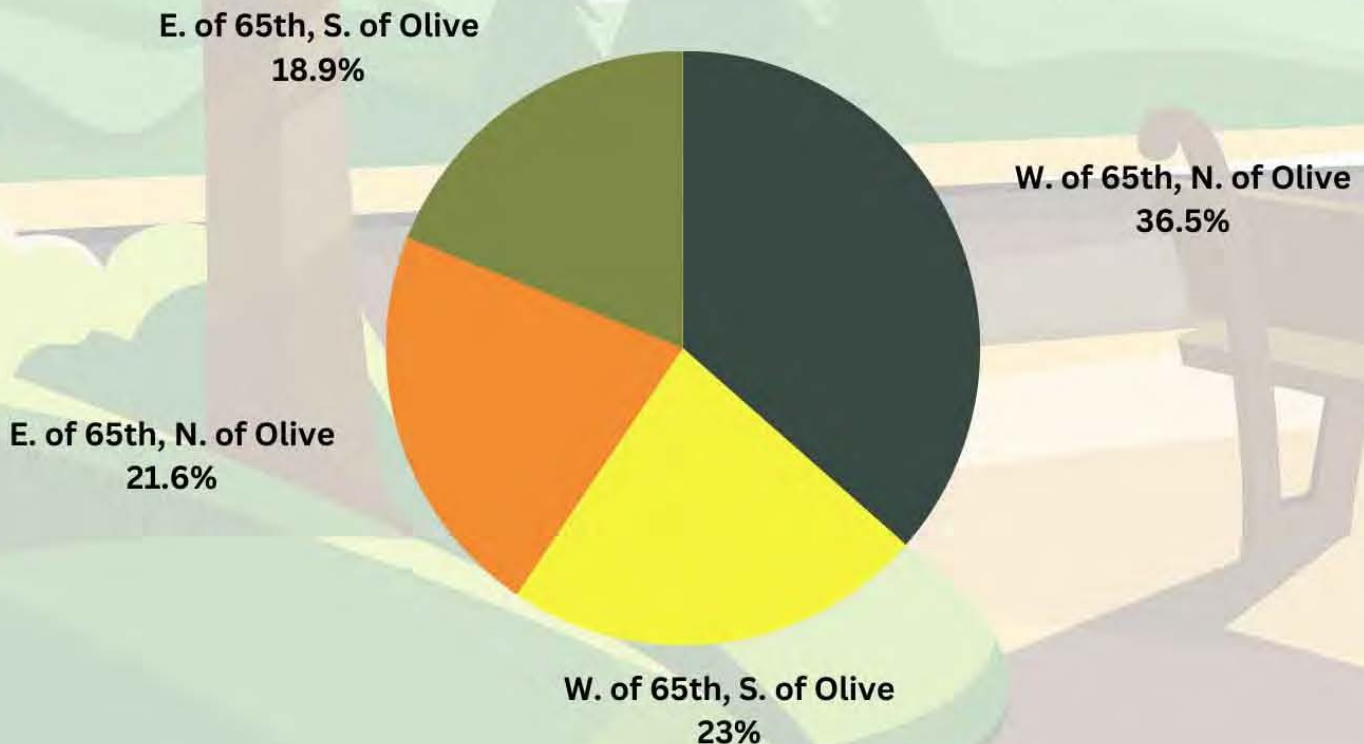


Sports Complex Most Desired Additional Amenities Areas Where Parks Are Needed

Porterville Sports Complex



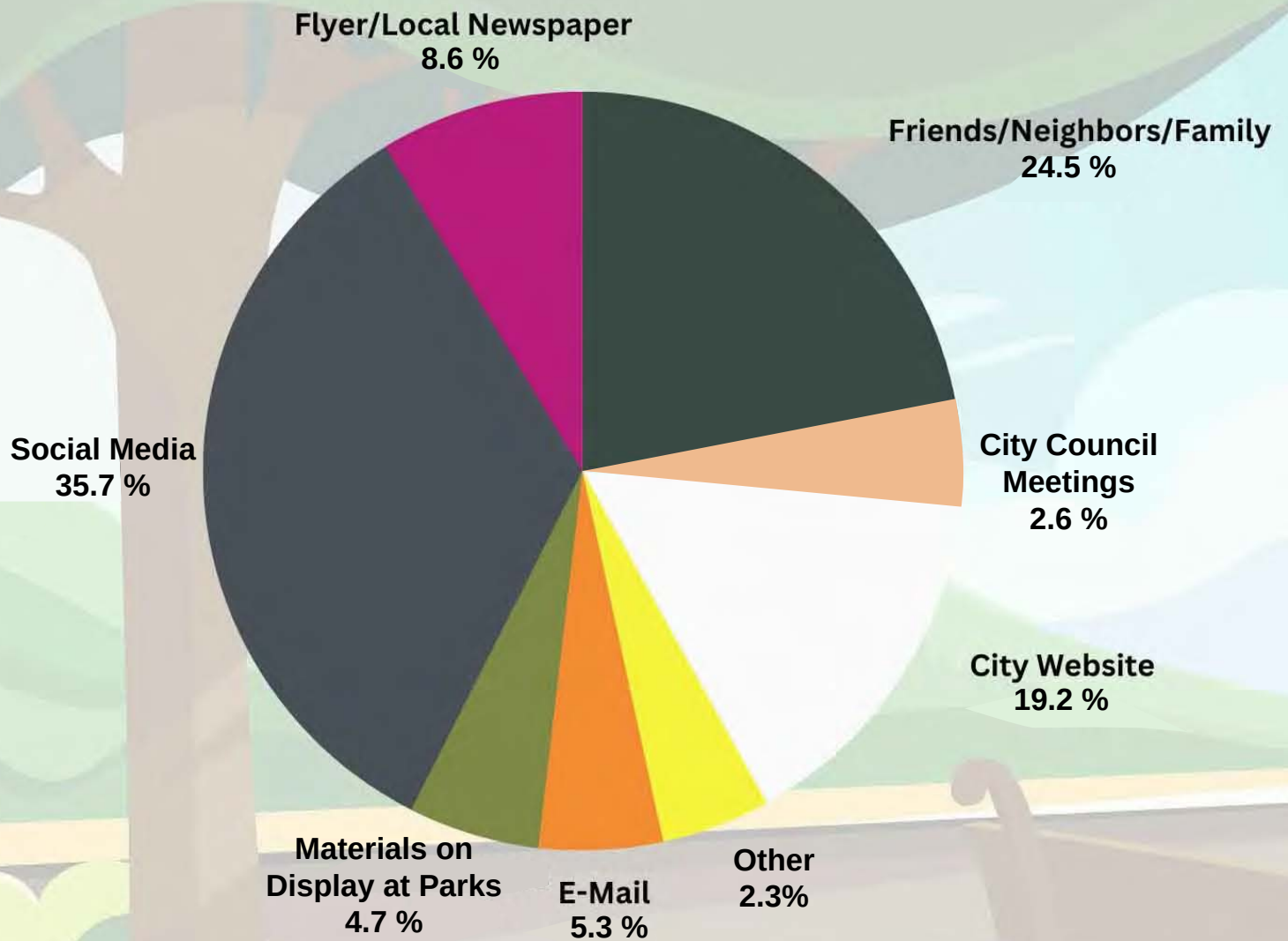
Area Most Needing More Parks





Communication/Messaging

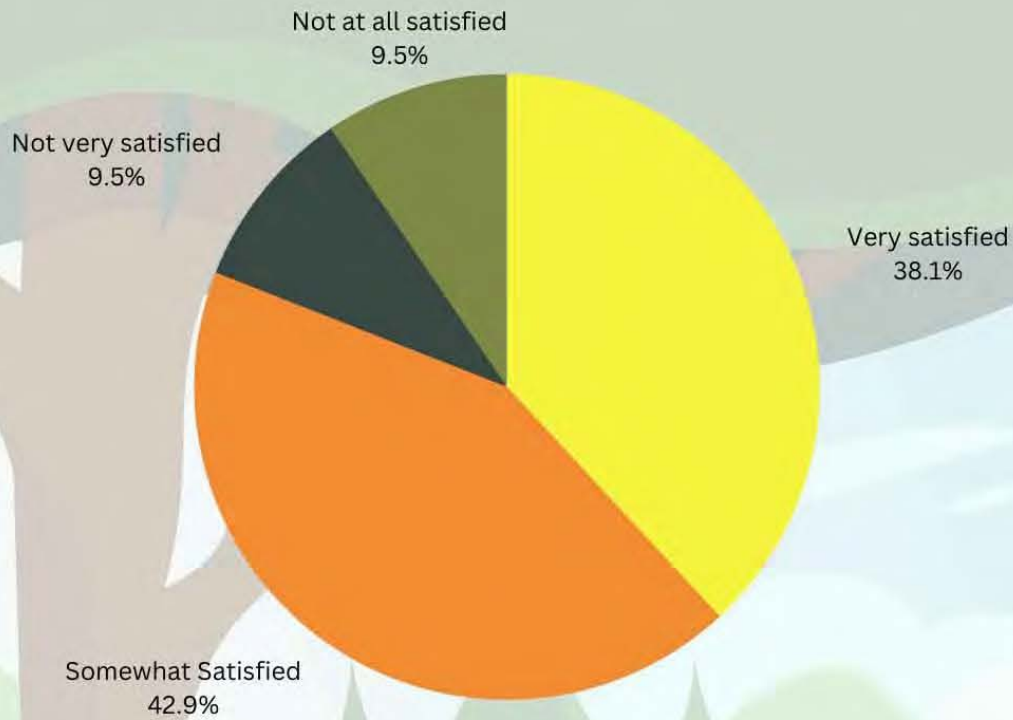
How the Community Learns about Programs & Activities





Public Opinion

Satisfaction with Parks & Rec Facilities



Areas of Greatest Concern





General Comments

- Would like the youth to have a active roll. Since transportation-and after school activities seem to keep students from having a voice-what if the city created a way to go to each school and have a survey for them?
- Additional skate/ bike parks
- Park security- gives more jobs and provides a sense of safety.
- basketball court, volleyball
- The level of support for Tule River Parkway is low and communication with the TRP Association is poor.
- Off road vehicle trespass needs to be addressed. The City could do a much better job with this park.
- More trails and shade parks
- The size of our city pool is woefully inadequate for our population. We need the resources to teach more children
- Our community and surrounding communities would would benefit from a Aquatics center with an Olympic size pool plus warm-up pool and shaded spectator seating. Our city has two large swim teams that would immediately benefit from such facility.
- Instead of adding additional softball fields. Improve and maintain the existing fields at the sports complex. Adult softball, junior giants and sometimes city softball use the fields and would appreciate better maintained fields.
- Would like to see more teen activities. More opportunity to socialize with other teens. Dances for teens only. We have a number of organized sports, but not all teens are sport enthusiasts. What about the arts. I often hear, that you're not in sports, and you're left out as a teen.
- Homelessness is making the parks terrible looking and not inviting. The city seems to have no control over them.
- Facilities or activities near trails like basketball courts, etc.
- Pickleball courts with good lighting
- The homelessness issue needs to be fixed. I do not go on my morning walks because of being harassed by them.
- Parks should be kept well clean, & they should remodel the park bathrooms they are very outdated, also some of the roads in town really need improvement.
- Add and repair more bike paths for people who enjoy to go out biking throughout the day.
- Add more bathrooms at all park facilities, including the gardens. Reduce the number of homeless people and their possessions on our main streets and limit their carts to one per person. Otherwise, the city does a fantastic job of maintaining our community with limited resources.
- Invest in the Tule River Garden area! Great work has been done there by the community. Our town needs another public pool for swim teams, more tennis courts/ volleyball courts and community events.
- More staff for all departments
- We need neighborhood parks within walking distance of all residential areas, we need more and varied destination parks, we need to complete a system of trails and bike routes throughout the city. All parks need to include restrooms, waterfountains, and shade. It is critical to keep our current parks open to the public as much as possible as we develop more parks. Partner with residents in park maintence, improvements and oversight
- Gates like at veterans my son is autistic an if I take more then him at one time it's easier to keep him in the area
- Having a cleaning committee or some type of proactive group to help keeps parks clean & safe
- Please bring some good fast food places and healthy restaurant options to Porterville. We need a Costco or Sprouts. We need an In & Out, and Chick-fil-A
- Fastest growing sport in all cities is pickleball. Great activity for young to seniors. 8-12 Outdoor & indoor facilities are needed. Permanent regulation nets, restroom facilities, drinking/filling stations of water, maintenance/kept clean, shade areas, bench areas, paddles up racks for each court, high fences around exterior of courts with fences around interior court area, walk through area large enough for court cleaning machines. No bicycles.skateboards allowed.
- Permanent pickleball courts & more water stations & shade. Lights at permanent pickleball courts
- We need to handle the homeless problem before investing in our parks. A shelter would be a great start!
- Clean them up have at least patrol unit passing by to make sure things are safer. clean bathrooms. more shade. no kids can play on playgrounds in the hot sun. Adults cant and wont go if homeless are laying around.
- ACCESSIBLE PLAYGROUNDS FOR EVERYONE OF ALL ABILITIES!
- I do wish there would be more tennis courts in different parks in the city. We live near Zalud park and play tennis frequently but either have to go early when it's hot to get a court or late at night. Seeing more courts in the city would be great.
- Multi Function courts !!!
- Really hoping to get more ponds in parks for recreational fishing. Would encourage a lot more people to go
- Plant or replace trees to provide shade.
- Having some type of security monitoring parks for safety reasons. Reason why we dont visit them as often as we'd like.
- More comfortable seating for the parents. Zalud park only has one bench
- More disc golf courses
- A bigger sports complex that has indoor sports. Would greatly benefit children with allergies, asthma, and help cope with the extreme summer heat.
- Please build something with teens in mind. Maybe a roller rink or trampoline park.
- Would like to see putting greens in parks.
- More localized dog parks and walking areas

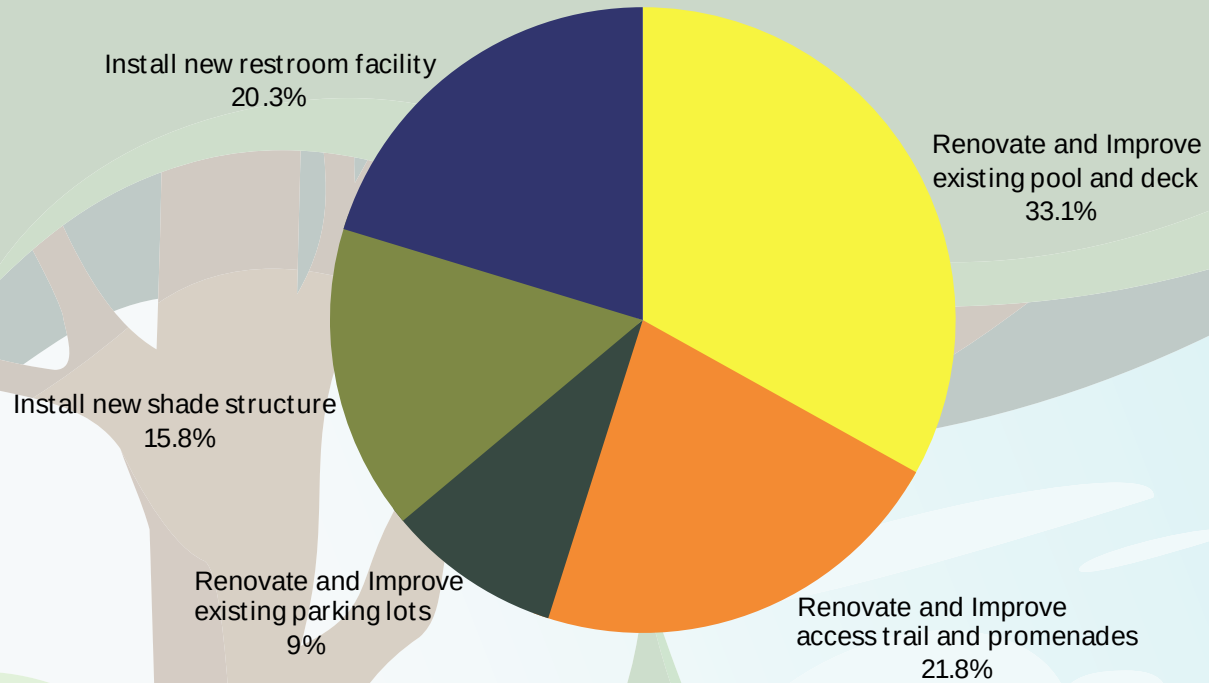
APPENDIX C

COMMUNITY WORKSHOP #2 SURVEY RESULTS

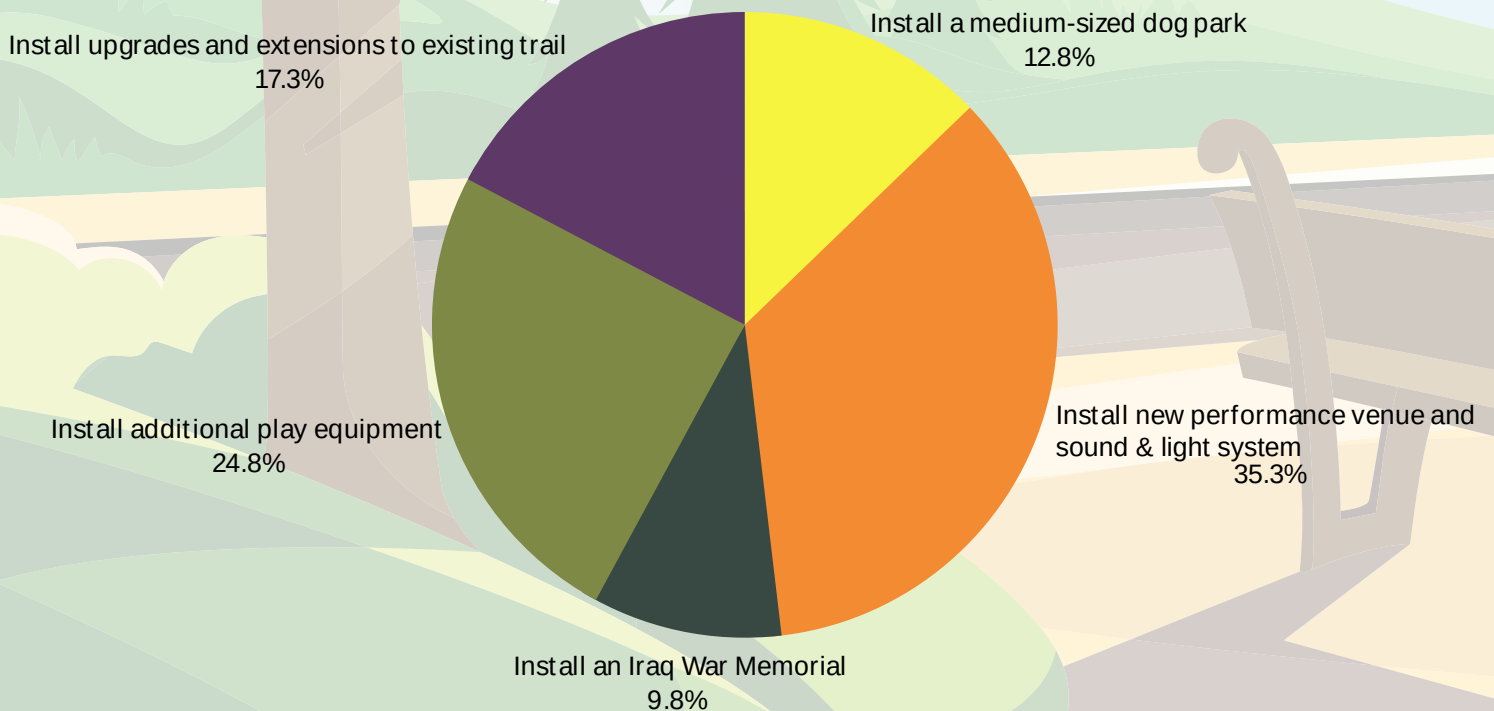


Public Opinion

Improvements Ranked for Murry Park



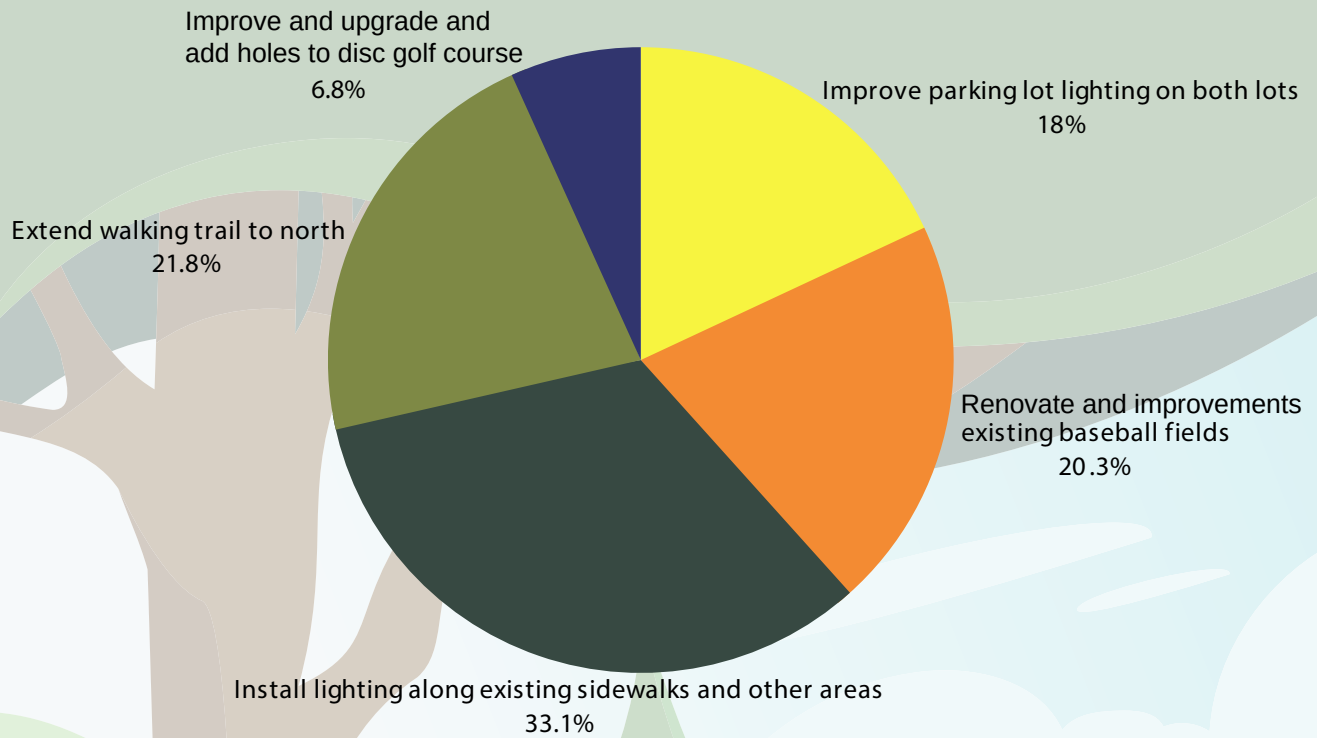
Improvements Ranked for Veterans Park



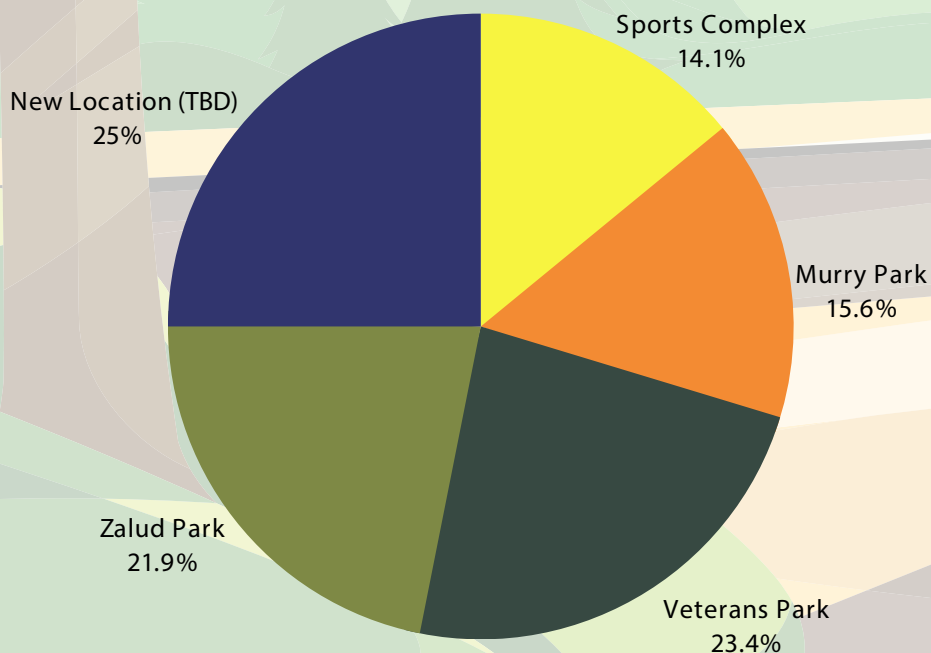


Public Opinion

Improvements Ranked for Zalud Park



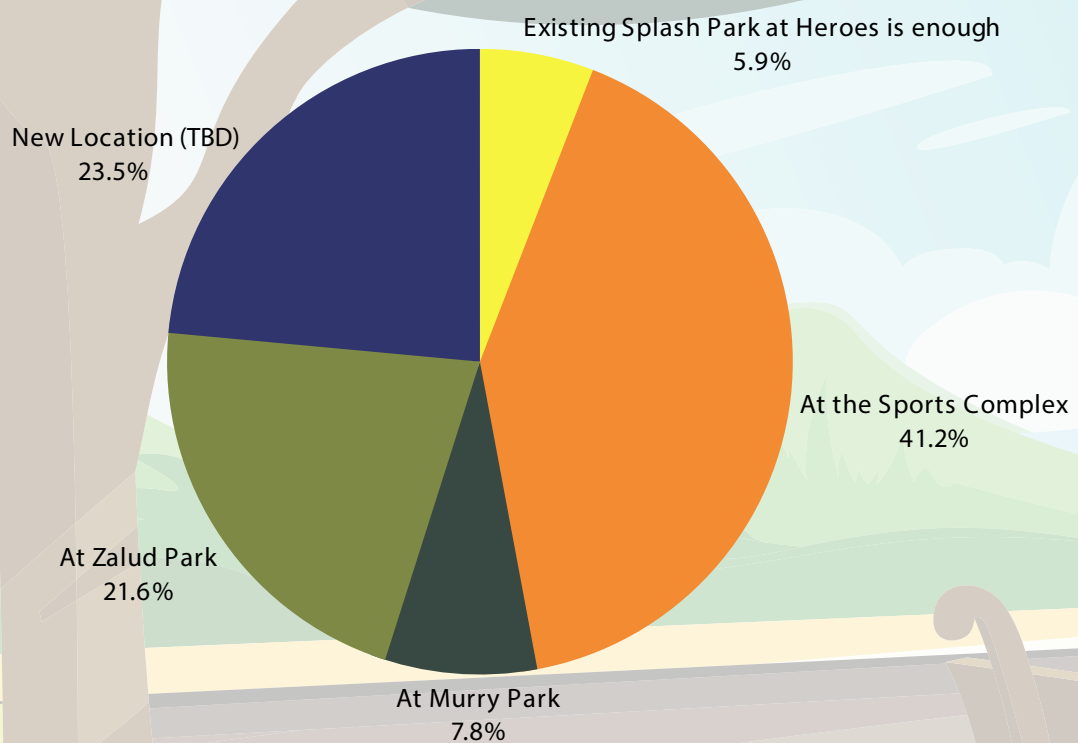
Which Park Should Have a Community Garden, Flower Garden, Interpretive and Educational Gardens?





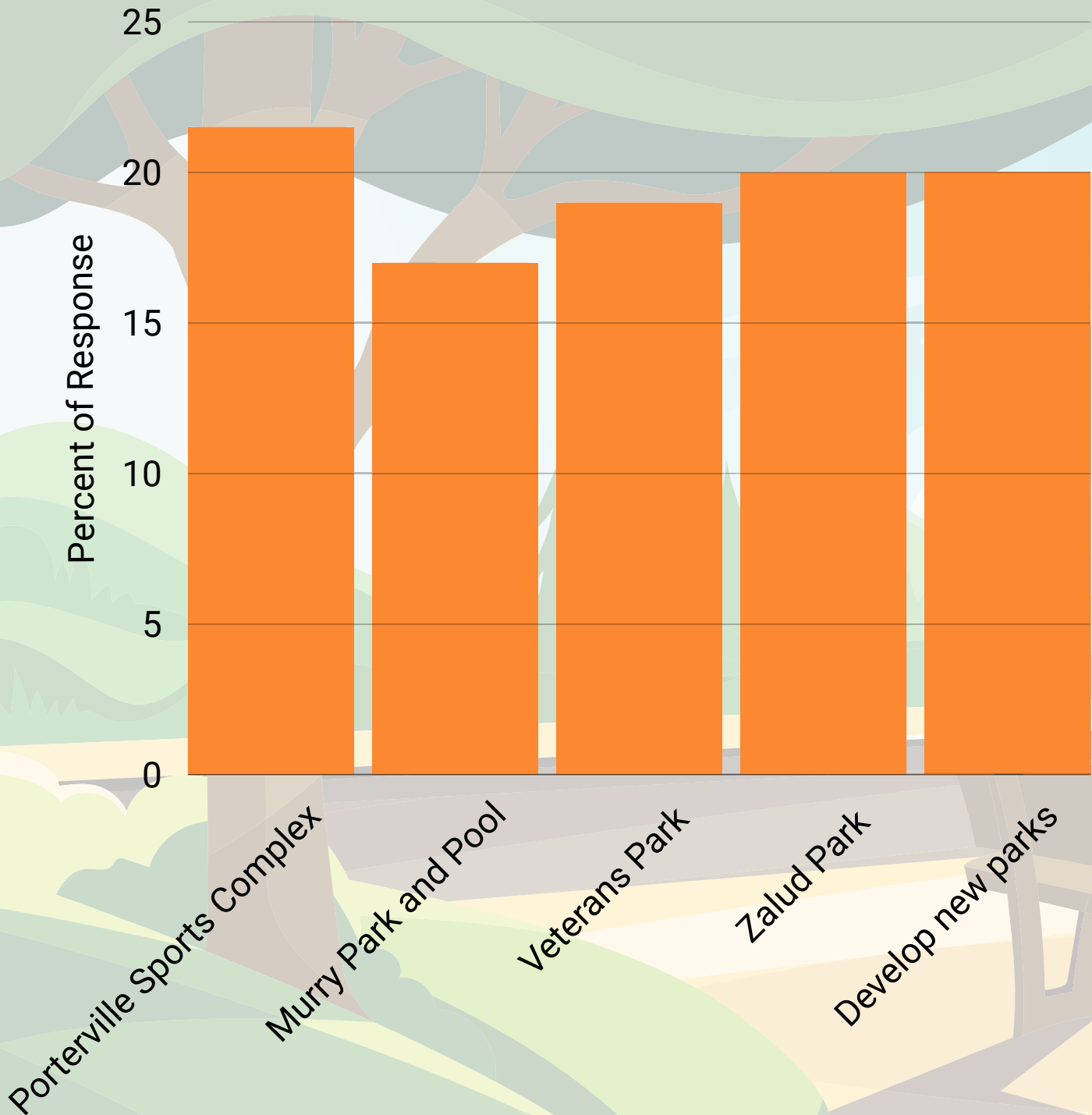
Public Opinion

The Best Location for a New Splash Park





What's the Community's Priority?





Community Comments

- Primary concerns and impediments to park usage is the lack of adequate security lighting causing a feeling of insecurity in the mornings and evenings.
- City is planning for additional / new Pickleball Courts.
- A brief explanation of Park Impact Fees and revelation of the plan to increase fees for new developments.
- There was an inquiry regarding the level of maintenance funding for existing parks and if there was an opportunity to increase it so turf and other amenities could be repaired and/ or upgraded? The comment was responded to by referring to the previous comments made regarding the Impact Fees and their ability to increase maintenance funding.
- A comment was made regarding the perceived level of deficient weed control and turf maintenance in Parks, playfields, and the Golf Course in particular. Parks and Leisure Services Director responded by explaining that the lack of water due to extreme drought conditions over the last ten years has made turf maintenance and weed abatement a particularly challenging issue. The City properties are not allowed to water any more often than the rest of the citizens. The hope is that there will be an increase in available water supplies and that increased watering programs will begin to resolve some of the stated issues.
- The comment was made that maintaining or increasing the current level of programming in the Parks keeps them active and busy and serves to deter itinerant residents.
- A question from one of the high school aged attendees regarding working for the City to attain Community Service hours was directed to the City Staff. Staff responded enthusiastically, indicating that they are always eager to find ways to get student-aged residents involved in any of the multiple volunteer programs. Students can check the City's website for a list of relevant opportunities.
- An attendee also mentioned the fact that a local organization that plants and maintains native plantings along segments of the Tule River Parkway and also provides community service hours.
- Problem with Parks: Is there anything this plan can address? Response from City: 'Safety and homelessness is not in the purview / scope of this plan'.
- Can we provide the City with a cost / recommended maintenance budget for Parks operation (staff and facilities)?
- Provide for more community events at Parks.
- Improve Maintenance to allow higher use rates.
- Golf Course Suggestion: Take a day for each hole; shut down one hole at a time and aerate ground, remove weeds. and improve turf greens.

APPENDIX D

PARKS AND LEISURE SERVICES COMMISSION MEETING NOTES

RESOLUTION NO. ____ - 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE ADOPTION OF THE PARKS MASTER PLAN FOR THE CITY OF
PORTERVILLE**

WHEREAS, the Parks Master Plan will guide the City of Porterville (City) in allocating resources over the next fifteen (15) years or more in the development of new parks and expansion of existing parks; and

WHEREAS, the Parks Master Plan describes the various types of parks within the City and identifies park facilities and access improvements designed to maintain and improve Porterville's quality of life for everyone; and

WHEREAS, the Parks Master Plan is used as a required component of the Fee Nexus Study for the adoption and/or modification to the City's Park Impact Fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby authorizes the adoption of the Parks Master Plan as a guide in allocating resources for the development of new parks and expansion of existing parks within the City of Porterville.

PASSED, APPROVED AND ADOPTED this 5th of November, 2024.

Martha A. Flores, Mayor

ATTEST:
Patrice Hildreth, City Clerk

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



CITY COUNCIL AGENDA – NOVEMBER 5, 2024

SUBJECT: Consideration of Sponsorship of 2024 Tule River Tribe Powwow Scheduled for November 7-11, 2024

SOURCE: City Manager's Office

COMMENT: The Tule River Tribe has requested that the City consider sponsorship of its upcoming Annual Tule River Tribe Powwow scheduled to take place November 7-11, 2024, at the Eagle Mountain Casino. Sponsorship levels for the event are defined in levels as Go Bigfoot (\$25,000+), Go Mtn Lion (\$15,000+), Go Eagle (\$10,000+), Go Wolf (\$5,000+), Go Bear (\$0-\$4,999.99). The City was a sponsor of last year's Powwow event at \$5,000.

The City and the Tribe have a rich history of co-sponsoring each other's important community events, including the Freedom Fest. At the October 1, 2024, City Council Meeting, the Council took action to approve the Powwow as a civic event which included permitting overnight camping at the Sports Complex.

RECOMMENDATION: That the City Council consider sponsorship of the 2024 Tule River Tribe Powwow.

ATTACHMENTS: 1. Powwow Sponsorships_2024

Appropriated/Funded:

Review By:

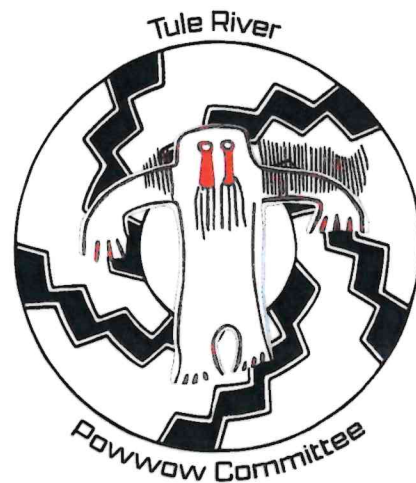
Department Director:
Patrice Hildreth, City Manager

Final Approver: Patrice Hildreth, City Manager

SEEKING SPONSORSHIP

to assist with the costs associated
with the 2024 Tule River Powwow

What are the Sponsorship Levels?



Go Bigfoot!	\$25,000+
Go Mtn Lion!	\$15,000+
Go Eagle!	\$10,000+
Go Wolf!	\$5,000+
Go Bear!	\$0 - \$4,999.99

All sponsors will receive recognition multiple times: displayed on a banner through the duration of the Powwow, Powwow social media updates and thank you posts, recognized in the Powwow's program, and announced verbally through the duration of the Powwow by the host.

What is a Powwow?

A Powwow is a Native American cultural event where various tribes showcase their dance style and traditional powwow songs specific to their tribe. Each dance style has its own story about how it was created and what it depicts. This is the same for the songs. Many of the dancers and singers when performing are in prayer for a family member or a cause. During the Powwow multiple "specials" will be held by those in attendance for someone who may have recently passed away, is having hardship, or to fundraise for a cause. Although Powwows are considered healing and are used for prayer, many dancers and singers have made powwow's their form of income and travel from powwow to powwow. These dancers known as "Championship Dancers" have to not only beat out multiple dancers in their age group and dance style but also beat the drum by being familiar with the song. Powwows are a great way to immerse yourself in Native American culture and to witness the strength and resilience of Native American tribes.

Thank you for taking the time to review our Sponsorship flyer.

Your sponsorship will assist the committee in hosting a spectacular event for the community!

Checks can be made to: Tule River Tribe/Powwow Committee.

For Further Information Please Contact: Adam Christman, powwow@trtgc.com